

**CITY OF CHATTANOOGA PURCHASING DEPARTMENT  
101 EAST 11<sup>th</sup> STREET, CITY HALL, SUITE G-13  
CHATTANOOGA, TENNESSEE 37402**

Request for Proposal No.: **198982**  
Ordering Dept.: Human Resources  
Buyer: Deidre Keylon; e-mail: [rfp@chattanooga.gov](mailto:rfp@chattanooga.gov) (NO E-MAILED PROPOSALS ACCEPTED)  
Phone No.: 423-643-7231; Fax No.: 423-643-7244

\*\*\*\*\*  
Products and/or Services Being Purchased: Third Party Administrator- Injury on Duty Occupational Health Programs  
\*\*\*\*\*

**SEALED PROPOSALS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN  
4:00 P.M. E.S.T. ON July 14, 2020**  
ALL QUESTIONS MUST BE RECEIVED AS SPECIFIED AND NO LATER THAN  
4:00 P.M. E.S.T. ON June 16, 2020

\*\*\*\*\*  
The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin. The City of Chattanooga (COC) Terms and Conditions posted on Website are applicable:

[http://www.chattanooga.gov/images/City\\_of\\_Chattanooga\\_-\\_Standard\\_Terms\\_and\\_Conditions\\_Revised\\_7.18.2018.pdf](http://www.chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf)

\*\*\*\*\*  
**NOTE: ALL PROPOSALS MUST BE SIGNED.**  
All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated within Offeror's proposal.

\*\*\*\*\*  
PROVIDE THE FOLLOWING:

Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone/Toll-Free No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Contact Person for RFP: \_\_\_\_\_  
E-Mail Address for all RFP communications: \_\_\_\_\_  
Proposal Signature: \_\_\_\_\_  
Date of signature: \_\_\_\_\_

**COMPLETED AND SIGNED COVER PAGE MUST BE RETURNED WITH PROPOSAL**

City of Chattanooga, Tennessee  
Human Resources



Request for Proposals

Third Party Administrator - Injury on Duty  
Occupational Health Programs

June 1, 2020

The City of Chattanooga is seeking proposals from qualified suppliers to provide Third Party Claims Administration (TPA) of Injury on Duty (IOD) Occupational Health Programs.

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# 1.0 General Information and Project Background

## 1.01 Introduction

The City of Chattanooga (City) is issuing this Request for Proposal (RFP) for the purpose of obtaining proposals from suppliers to establish a contract for Third Party Claims Administration (TPA) of Injury on Duty (IOD) and Occupational Health Programs.

Any awarded vendor will work directly with the Department of Human Resources. All City Departments that incur IOD or Occupational Health claims will be supported by this service.

### CONTRACT TERM

The contract shall be for a period of two (2) years, with options to renew for three (3) additional one (1) year periods, by mutual agreement.

## 1.02 Background

The City of Chattanooga is a self-insured municipality and has “opted out” of the TN Worker’s Compensation program. The City manages its own Injury on Duty (IOD) Program but currently, claims are being paid through the third party administrator. The City’s IOD program is comparable to the TN Worker’s Compensation program but it is not subject to workers compensation regulatory requirements.

The employee population for the City is approximately 2700, which includes full time, part time, temporary and seasonal employees. The City employees have a wide variety of positions. The City departments include, but not limited to: Police, Fire, Transportation, Public Works (Waste Water Treatment, Parks, Landfill, Garages, Citywide Services), Youth and Family Development (Recreation, Human Services, Head Start) Public Library, and Finance and Administration.

The Scope of Work for this Third Party Administrator (TPA) service will be detailed in a following section. In general, the City currently uses a TPA for case lifecycle management, technical advisory services, payments and billing.

Most of our case management is performed by the City’s Onsite Clinic vendor nurse case manager, but there are occasions where outside nurse case management is assigned. Currently, there are approximately 500 open IOD claims.

<b>Calendar Year</b>	<b>Total IOD Claims</b>	<b>Pass through</b>
2015	340	291
2016	216	420
2017	260	470

2018	262	334
2019	336	279

**Onsite Clinic**

The City is currently contracted with Marathon Health to administer the City’s onsite Clinic. This Clinic provides onsite medical services for on-the-job injuries and/or occupational incidents that occur during the operational hours of the City’s health center, which is from 7:30am-5:00pm Monday through Friday.

If an injury or incident occurs outside of the City’s Clinic hours of operation and the employee needs immediate treatment, the employee can be transferred to an urgent care or emergency room. Injured employees who need further or specialty treatment can be referred to a network of preferred specialists.

Marathon Health provides an onsite nurse case manager for most current claims. Claims for the onsite services performed by Marathon Health are not paid by the third party administrator (TPA) vendor. All other service claims performed by outside providers (i.e. hospital treatment, physicians, physical therapy, or imaging) are sent to the TPA, for payment.

**Occupational Physicals**

As a part of the onsite occupational services, all new hire physicals, DOT physicals, and National Fire Protection Association (NFPA) 1582 annual physicals are completed at the City’s Clinic; however, referrals for further outside evaluation do occur. The City has direct arrangements for functional capacity evaluations, physical therapy, imaging, audiology, and treadmill stress tests. Claims for these referral services are currently paid by the third party administrator, per contracted rates, as a ‘pass through’.

**Presumptive Claims**

Certain compensation is provided to certain City employee classes, as required by the Tennessee State Code Annotated (TCA). Currently, TCA Section 7-51-201 (‘Presumptive Disability Law’), a presumption exists for Fire and Police personnel regarding conditions of impairment of health occurring to an active member of the department or organization. The presumption is rebuttable, and subject to contrary medical evidence.

The following conditions are presumed to have been suffered in the line of duty and within the scope of City employment:

- Firefighters: certain cancers, disease of the lungs, heart disease and hypertension
- Police: heart disease and hypertension

Fire and Police personnel who request coverage under the Presumptive Disability Law must complete a First Report of Injury and the claim is reviewed by the City Safety Division. Coverage for such conditions will start from the date of approval. We currently have approximately 195 open claims in this Presumptive category.

At this time, the City currently offers medical coverage for approved diagnosis for the lifetime of the Police or Fire employee. The TPA vendor assists the City Safety Division in vetting the

claims, and manages the approved claims.

### **Onsite Pharmacy**

The City's Wellness Program also includes an onsite full service pharmacy, which is currently operated by On-Site RX. All injured employees and "open" injury cases must receive their prescriptions from the onsite pharmacy. Approval to receive medications related to an on-the-job injury and/ or Heart/ Lung claim must receive prior approval. The current TPA provides a pharmacy network so that employees and retirees who are not able to use the City's onsite pharmacy can receive their approved medications. The medications are billed through the network and claims are paid by the TPA using contracted discounts.

### **Lost Time Compensation**

The City's Injury on Duty Program provides for wage compensation for lost time.

If an injured employee received Permanent Partial Impairment (PPI) rating, the City may choose to negotiate a settlement with the claimant employee, based on TN Worker's Compensation guidelines. The TPA vendor provides guidance to the Human Resources Department, during this process to include the recommended calculation and claim payment. Once the final negotiation documentation is approved by the Human Resources Department and City Attorney's office, the TPA vendor facilitates the negotiation conversation with the claimant employee.

## **2.0 Scope of Work**

### **2.01 Scope of Work**

The Scope of Work includes the following components. Each responding proposer must be able to fully and proactively perform all components of the Scope of Work.

Please refer to the 'Background' section, for a general overview of the TPA role.

#### **1. Claim Case file Initiation**

- a. Enter new claim into claims management system within 24 business hours of receipt.

#### **2. Communication**

- a. Three-point contact on all Indemnity/Lost-Time claims, within forty-eight (48) hours of receipt of a claim document;
  - i. to City Safety Division, Claimant Employee, Medical Provider (or Onsite Nurse Case Manager of record) to confirm the injury description, initial diagnosis, estimated length of disability, treatment plan and employee physical capabilities (work status); and
  - ii. include documentation in the claim file and case notes.
- b. A two-point contact on all Medical Only claims, within forty-eight (48) hours of receipt of claim document:

- i. City employer interview and medical provider interview; and
  - 1. Additionally contact Claimant Employee if it meets the following criteria:
    - a. Injury with delayed treatment
    - b. Motor Vehicle Accident
    - c. Back Injury
    - d. New Hire (within 3 months of hire)
    - e. Injury reported is not consistent with job or occupation
    - f. Stress/mental
    - g. Initial diagnosis is not consistent with injury
    - h. Hernia
    - i. Carpal tunnel syndrome
    - j. Heart, Hypertension, Lung
    - k. Questionable claims
    - l. City and/or adjuster discretion
- ii. include documentation in the claim file and case notes.

### **3. Investigation**

- a. Make any reasonably required investigation of a claim.
- b. Claim investigation includes, but is not limited to:
  - i. securing recorded statements of the parties involved (i.e. employee, employer, witness, etc.);
  - ii. obtaining scene diagrams, photos, medical records and reports, newspaper clippings, birth certificates, and other such pertinent documents and information in the event that the TPA's investigation uncovers prior medical records; or
  - iii. possible records of previous occupational/non occupational injuries
- c. The TPA's adjusters shall obtain such records. If applicable, each adjuster shall provide an explanation in each file regarding his/her inability to obtain such records.

### **4. Determination of Compensability**

- a. Determine the compensability of the claim within 14 calendar days of receipt of file delegation.
- b. The TPA shall determine compensability, based on:
  - i. facts gathered during TPA's investigation, and
  - ii. pursuant to the procedures enumerated in City's IOD Policy.
    - 1. Please see the City of Chattanooga Employee Information Guide, Section VI (Safety), at the following link:  
[http://www.chattanooga.gov/personnel-files/Employee\\_Information\\_Guide\\_Effective\\_February\\_1\\_2019.pdf](http://www.chattanooga.gov/personnel-files/Employee_Information_Guide_Effective_February_1_2019.pdf)
- c. Prior to a determination of compensability, the TPA must obtain and review all pertinent medical records.



- d. The City reserves the right to review any claim, prior to resolution approval.
- e. Final decisions on all claim denials shall be made by City's Safety Division, after receipt of a full report and recommendation from the TPA.
- f. Upon a compensability decision, the TPA must immediately provide to the employee, employer and medical provider written notice of compensability decision.

**5. Supplement Claim Notes in Database**

- a. Please see Attachment C - 'Required Elements of Claims Management System', in order to review minimum data components, and verify your company's capabilities.
- b. Supplementation must be regular and clearly defined.

**6. Claim Payments**

- a. Lost time claims
  - i. Document lost time payments for claim data reporting purposes.
- b. Lost time and medical only claims
  - i. Review medical bills and reports to confirm that charges are related to a reported on-the-job injury, pursuant to City's IOD Policy.
  - ii. Provide payment, according to the TN fee schedule to all medical providers and approved suppliers, within 30 calendar days of invoice receipt.

**7. Recorded Statements**

- a. Required for all Lost Time claims
- b. Required for all Medical-only claims, in the following categories:
  - i. Injury with delayed treatment
  - ii. Motor Vehicle Accident (MVA)
  - iii. Back Injury
  - iv. New Hire (within 3 months of hire date)
  - v. Injury reported is not consistent with job or occupation
  - vi. Stress/mental
  - vii. Initial diagnosis is not consistent with injury
  - viii. Hernia
  - ix. Carpal tunnel syndrome
  - x. Heart, Hypertension, Lung
  - xi. Questionable claims
  - xii. City and/or Vendor adjuster discretion

**8. Nurse Case Management Assignment**

- a. The City will communicate to the TPA vendor, if a TPA-assigned nurse case manager is required.
- b. Upon notification, assign an employee's claim to the vendor-designated nurse case manager.
- c. Circumstances in which a vendor-designated nurse case manager may be based upon one or more of the following:

- i. Admission of employee to a hospital for any injury or condition;
- ii. Catastrophic injuries to employee, including but not limited to gunshot wounds or multiple trauma;
- iii. Employee's receipt of out-of-network medical treatment;
- iv. Employee's noncompliance with recommended treatment plan;
- v. Injuries sustained by employee, resulting in initial medical costs in excess of ten thousand dollars (\$10,000); and
  - 1. Initial phase means treatment received within a period of 30 days from the date of injury
- vi. Any other circumstances with the approval of the City.

**9. Third-Party Negligence and Subrogation**

- a. Within 48 hours of receipt of claim, identify any potential third-party negligence, and provide prompt written notice to the City Safety Division and the Subrogation Unit of City's Legal Department.
- b. The TPA shall forward any and all supporting documentation of potential subrogation claims to City's Subrogation Unit, within 24 hours of completing investigation of such claims.
- c. The TPA shall maintain a narrative report in each file which outlines (1) the subrogation issues involved; (2) potential recovery; and (3) the estimated amount to be recovered.

**10. Litigation**

- a. Notify City Safety Division within 24 hours of receipt of any lawsuit arising out of, or related to, claims processed the TPA on behalf of City.
- b. Send a copy of the completed IOD claim to the designated City attorney, within 48 hours of being notified by the City of a lawsuit stemming from an IOD claim.
- c. Litigated matters will be handled by the City Attorney's Office.
- d. Assist City's counsel, according to the specific City attorney request, during the following process phases:
  - i. preparing the defense of litigated cases arising out of claims processed by Company on behalf of City;
  - ii. negotiating settlements arising out of disputed claims processed by Company on behalf of City; and
  - iii. pursuing settlement or contribution actions.

**11. Heart, Hypertension and Lung Program (HHL)**

- a. The TPA vendor will maintain a HHL claim casefile, in a separate category.
- b. The City will communicate to the TPA vendor, if a TPA-assigned nurse case manager is required. Upon notification, assign the vendor-designated nurse case manager, and
  - i. Immediately obtain the employee's:
    - 1. Pre-employment medicals,
    - 2. Health history packet of information, and
    - 3. Medical records for the preceding ten (10) years, including but not limited to, all diagnostic data, medical reports, lab reports and results, and any other pertinent information.

- ii. Schedule the employee an appointment with physicians approved by City for purposes of City's HHL progra;m
- iii. Prepare a report reflecting a summary of physician's review and determination; and
- iv. Company shall submit final recommendation to City's designee for final approval regarding admittance into City's HHL Program.

## **12. Claim Settlements**

- a. Provide guidance with all claim settlements to include calculation, offer, and claim payment;
- b. Compose settlement recommendation Executive Summary, for review by City Administration; and
- c. Assist in composition of settlement agreements, as directed by the Office of the City Attorney.

## **13. Costs and Discount Fee Schedules**

- a. Any awarded vendor will be able to bill the City for approved Allocated Loss Adjustment Expenses (ALAE), directly related to the administration and defense of an approved City Program claim. Examples include fees paid to outside attorneys, experts, and investigators.
- b. Assure that the City receives any and all discount fee schedules tendered by approved network providers; and
- c. Implement a system to ensure that City obtains the discounted savings

## **14. Medical Bill Review**

- a. Review each medical bill, including but not limited to hospital and non-hospital bills, relating to all claims processed by the TPA, to identify billing infractions, and duplicate or excessive costs;
- b. Upon identifying any billing issues/discrepancies, the TPA shall take all reasonable steps to ensure that such bills are corrected within ten (10) business days;
  - i. Assure that any corrected bill is issued a updated invoice date, in order to avoid an inaccurate bill age.
- c. Communicate with the Claimant Employee regarding payment status, when a bill is listed as ninety (90) days past due; and
- d. Identify any negative billing trends to City, including but not limited to:
  - i. Provider delayed billing
  - ii. Provider incorrect 'past due' statuses
  - iii. Provider billing errors

## **15. Reporting Capability**

- a. Provide the City with Quarterly:
  - i. Claim and expense reports
  - ii. Transaction register reports
  - iii. Loss analysis report
  - iv. New claims
  - v. City Department-level activity reporting

#### **16. Vendor Management Internal Audit**

- a. The TPA will conduct quarterly random claim file audits to ensure that each dedicated adjuster and specialist staffed by Company processes all claims in compliance with City's IOD Policy and Procedures, and the terms of the resulting Agreement;
- b. Company shall provide City's City Safety Division staff with a written report upon completion of each audit regarding each dedicated adjuster and specialist;
- c. Reports shall include but not be limited to the number of claims assigned, number of open claims, number of closed claims and detailed claim-specific information (such as claims that involved a second opinion and or claims assigned to a Nurse Case Manager, etc); and
- d. Company shall audit all staff within ninety (90) days of their employment to ensure compliance with City's IOD Policy and the terms of the resulting Agreement.

#### **17. Quarterly Conference / File Review:**

- a. Discuss claims within a determined criteria
- b. Review trends
- c. Discuss performance dashboards
- d. Identify areas of improvement
- e. Handle escalated issues.
- f. Mitigate risks
- g. Review quality
- h. Identify areas of innovation and process improvement
- i. Review change and communication management.
- j. Discuss control and compliance
- k. Policy and procedures review
- l. Other topics to be determined as applicable

#### **18. Pass Through Payments**

- a. City and/or City's Clinic vendor will communicate to TPA vendor, when expected pass-through expenses occur.
  - i. Example: Occupational Physicals - Firefighter, Pre-Employment, etc.
- b. Payments made by supplier on behalf of City and charged to City, after invoice supplementation is confirmed.
- c. Assure that pass through invoices are based upon State of Tennessee contracted rates, prior to payment.

#### **19. Subject Matter Advice**

- a. Upon request, TPA vendor will assist City Human Resources Department with Policy and Training Development.
- b. Examples include:
  - i. Fraud 'red flags' indicators identification and prevention;
  - ii. Lost time policy development;
  - iii. Other categories, related to Scope of Work subject matter knowledge.

## **Process Timeline and Milestones**

Any resulting contract for this service will incorporate general timelines and milestones for performance completion. Any contracted vendor will be expected to comply with any contracted obligation.

## **Reporting, Document Production, and Data Supplementation**

Any resulting contracted vendor will be expected to promptly produce certain reporting, documentation, and supplement file database(s).

## **Contract Administration Activity**

Any resulting contracted vendor will be expected to provide periodic reporting and/or attend Contract Administration meetings as described in this document or as otherwise required by the Issuing Department and the City Purchasing Division.

The final schedule of deliverables will be documented in conjunction with any resulting contract. Please refer to the remainder of this document, for other general expectations.

## **Performance Guarantees.**

The City expects any awarded Contractor to maintain, at a minimum, the Performance Guarantees described in Appendix I, throughout the term of the Contract. The Offeror must complete Appendix I, committing to each Performance Guarantee item an individual percentage that it is willing to put at risk. The City requires a minimum total risk of 30% of the total annual administrative fees.

## **Other**

- City would like proposers to explain any professional standards that are utilized.
- Proposers will need to provide the technological compatibility requirements, and safety protections, regarding the usage of their system(s), in order for the City to review.
- Vendor will perform remotely in its office. Quarterly and other periodic meetings will be held in a City building (primarily City Hall area), or telecommunication.
- Standards to be applied to this project include reporting-based compliance; consideration of any vendor's professional organization standards utilized

### 3.0 Information for Offerors

#### 3.01 RFP Schedule of Events\*

RFP Issued	Monday, June 1, 2020
Deadline for Questions From Offerors	Tuesday, June 16, 2020, at 4PM EST
Addendum for Questions Published	Monday, June 22, 2020
Deadline for Proposal Submissions	Tuesday, July 14, 2020, at 4PM EST
Short List Offerors notified	Week of August 3, 2020
Short List Offeror Presentations	Week of August 10, 2020

*\*RFP Schedule subject to change*

#### 3.02 Package Labelling and RFP Due Date/Time

Sealed Proposals must be in a clearly labelled package (a non-transparent envelope or box) and submitted as otherwise specified to the Purchasing Department, City of Chattanooga, for time-stamping by the RFP due date/time stated on the RFP cover page to the attention of:

Chattanooga Purchasing Dept/**RFP 198982**  
101 East 11<sup>th</sup> Street, Suite G13  
Chattanooga, TN 37402

Phone number if needed:  
(423) 643-7230

**Late or misdirected proposals shall be rejected and offered for return at the expense of the supplier or destroyed without exception. Postmarks are not accepted. E-mailed proposals are not accepted. Electronic submittals are not accepted.**

Clear labelling includes:

- the business name, address, and phone number **on the exterior (or on the label)**
- the name and number of the RFP **on the exterior (or on the label)**

The purpose of exterior labelling is to allow handling of the proposal without opening it.

#### 3.03 Number of Copies and Identical Copies

Proposer shall submit two (2) complete copies of the proposal as follows: one (1) original - unbound; and one (1) electronic copy in PDF format on a USB flash drive or jump drive. Discs will not be accepted.

**Whether electronic or paper, all copies must be exactly the same as the original except for the original ink signature.**

### **3.04 Questions or Requests for Information and Answers By Addendum**

All questions and requests for information or clarification must be submitted in writing, and will be accepted until the deadline for questions stated on the RFP cover page, and shall be submitted as follows:

**Preferred method:** email to [rfp@chattanooga.gov](mailto:rfp@chattanooga.gov) with subject line: **QUESTION for RFP 198982 TPA - IOD Occ Health**.

Alternative method: mail or fax with clear marking on outside of package or cover sheet **QUESTION for RFP 198982 TPA - IOD Occ Health**.

City of Chattanooga Purchasing Division  
Attn: Deidre Keylon, Buyer  
101 East 11<sup>th</sup> Street, Suite G13  
Chattanooga, TN 37402

Fax: (423) 643-7244

**All answers will be provided by addendum posted at <http://www.chattanooga.gov/purchasing/bidssolicitations>, as soon as possible after the deadline for questions.**

### **3.05 Withdrawal Procedure**

With a written notice, proposals may be withdrawn at any time up until the date and time set above for opening of proposals. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days, or until the successful proposal(s) is/are accepted and the contract(s) have been executed between the City and the successful Proposer(s).

### **3.06 Communication Procedure**

Any communication concerning this RFP must be conducted exclusively with the City of Chattanooga Purchasing Division Buyer until the evaluation and award process has been completed. Failure to follow this procedure may have negative consequences in the selection process.

### **3.07 Response Content In General**

Offerors are not precluded from submitting proposals that recommend a solution that differs from the provided specifications as long as the required response format is followed.

Complete technical submittals shall be submitted with the Proposal. These technical submittals shall describe in detail how the Offeror complies with each specification of the

RFP. Any deviations from the specifications shall be noted.

### **3.08 Implied Requirements**

All products and services not specifically mentioned in this RFP but which are necessary to provide the complete recommended solution described by the Offeror shall be included in the Proposal.

### **3.09 Incurring Costs**

The City shall not be liable for any cost incurred by the Offeror prior to the issuance of a contract purchase agreement and will not pay for any information solicited or obtained. Offeror shall not include or integrate any such expense as part of its proposal. Response preparation costs, shipment costs, presentation costs, travel costs, and any other costs incurred, are also not compensable. No submission or supporting documentation will be returned to Offeror.

### **3.10 Economy of Preparation**

Proposals may be prepared simply and economically. Proposals should provide a straightforward and concise description of the goods or services proposed. Emphasis should be placed on clarity and content. Excessively long or disorganized proposals may be viewed as attempts to obfuscate issues with possible negative consequences.

### **3.11 Reservation of City of Chattanooga Rights**

- A. The City reserves the right to request clarification of submitted information and to request additional information of one (1) or more Offeror(s).
- B. The City reserves the right to negotiate this Agreement/Contract for work covered by this RFP with the next most qualified Offeror if the successful Offeror does not execute a contract within seven (7) days after submission of an Agreement/Contract by the City. The City reserves the right to negotiate all elements of work that comprise the selected Proposal.
- C. The City reserves the right, after opening the Proposals or at any other point during the selection process, to reject any or all Proposals, modify or postpone the proposed project, evaluate any alternatives offered or accept the Proposal that, in the City's sole judgment, is in its best interest.
- D. The City reserves the right to terminate the Agreement/Contract if a successful Offeror fails to commence the work described herein upon giving the Offeror a thirty (30) day written Notice.

#### **E. Proposer-Supplied Materials - Open Records**



All proposals, responses, inquiries, correspondence, and any other material submitted by an Offeror shall become the property of the City of Chattanooga. All records submitted to the City of Chattanooga with limited bases for exclusion are subject to review through the Tennessee Public Records Act. **Any firm (Offeror) submitting a proposal should assume the information included in the proposal is subject to the Act, regardless of submitter designation, including that of confidentiality.** The City of Chattanooga assumes no liability for the disclosure of any information as required by law.

- F. The City of Chattanooga may contact any firm for the purpose of obtaining additional information or clarification of submitted material.
- G. Offerors, by submitting a Proposal, represent themselves to have a thorough knowledge of municipal and regional government Regional Resiliency Plan and all related elements.
- H. Offerors should understand that adherence to all vendor-proposed dates and timelines may become part of Offeror's contractual obligation should their proposal be selected by the City for the Regional Resiliency Plan.
- I. The City guarantees no minimum or maximum purchase to be made during the lifetime of any contract resulting from this RFP.

### **3.12 RFP, Terms and Conditions of Agreement, and Exceptions**

Any contract resulting from this Request for Proposal will be subject to the City of Chattanooga's Standard Terms and Conditions which may be read at:

**[http://www.chattanooga.gov/images/City\\_of\\_Chattanooga - Standard Terms and Conditions Revised 7.18.2018.pdf](http://www.chattanooga.gov/images/City_of_Chattanooga_-_Standard_Terms_and_Conditions_Revised_7.18.2018.pdf)**

With the Proposal, Offeror(s) shall state any exceptions to or deviations from the terms of this Request for Proposals and the Standard Terms and Conditions. Where Offeror wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. The Contractor shall be bound to accept all stated terms not excepted in its proposal.

The City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. The City reserves the right to reject excepted or conditional proposals at its sole discretion.

Only exceptions that are specified within a solicitation response submission packet will be considered for potential negotiation by the City. Negotiation is not guaranteed.

Format Required: **Isolate and reference the specific Section of the City of Chattanooga Standard Terms and Conditions to which an exception is taken, and provide**

**alternative language for that specific section. Do not provide a full replacement Terms and Conditions document.**

Failure to include any desired exceptions within a solicitation response submission packet may result in disqualification of a solicitation response.

Failure to include any desired exceptions in the format required may result in disqualification of a solicitation response.

### **3.13 Resulting Contract**

#### **Conditions of Agreement**

The successful Offeror(s) will be expected to enter into contract negotiations with the City that may result in formal purchase agreement(s) between the parties.

#### **Contract Administration Activity**

The Offeror will be expected to provide periodic reporting and/or attend contract administration meetings, as requested by the City or as otherwise required by the City Purchasing Division.

### **3.14 Data Sharing and Open Data**

To minimize duplication of effort and to allow the City to coordinate data requests and data available for the services requested within this RFP, as well as for previous and future projects, the awarded Offeror's/s' findings and data may be shared by the City with other City contractors, as deemed appropriate by the City.

In addition, the City of Chattanooga makes data available for public viewing through its Open Data Portal and other avenues. <https://www.chattadata.org/>

### **3.15 Payment of Services**

1. The City will make payment according to the City's policies and procedures.
2. Invoices
  - a. Accurate and complete Invoices, with all backup documentation, shall be submitted to:

City of Chattanooga  
Attn: Accounts Payable Division  
101 East 11th Street, Suite 101  
Chattanooga, TN 37402  
[acctspayable@chattanooga.gov](mailto:acctspayable@chattanooga.gov)

With a copy to:  
[woodward@chattanooga.gov](mailto:woodward@chattanooga.gov)

- b. Vendor's Invoice must list a valid Email Address for billing questions and inquiries.
- c. Vendor's Invoice Date must minimally be the date that the Invoice is submitted to the City. The Invoice Date must not precede submission date, the Ship Date or Service Date.
- d. Invoice descriptions on transaction lines must match the Blanket Purchase Order transaction line items, and must reference the corresponding transaction line number. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- e. Invoices to the City shall reference the Purchase Order number.
- f. Invoices must be received by the City within two (2) weeks of the completed quoted work, with emphasis on earlier submission.
- g. Any Vendor invoice that is incomplete, inaccurate, or otherwise unable to be processed will not be considered valid or procedurally compliant.
- h. Revised Invoices - must be clearly marked "Revised", and must reference the Invoice Number that it is replacing.

## 4.0 RFP Lifecycle, Evaluation and Award

### 4.01 RFP Lifecycle

#### **Initial Examination - Responsible/Responsive/Viable**

All proposals received and time-stamped in the Purchasing Department by the due date and time specified will be examined initially for *responsiveness*, that is conformity in all material respects to the requirements of the RFP. All required content and forms must be completed and signed as requested in order for a proposal to be responsive.

All Proposers will also be screened for their *responsibleness*, that is the Proposer's ability to perform the scope of work and to meet the City's needs. At the discretion of the City, any proposal found to be non-responsive or any proposal by a Proposer deemed non-responsible will be eliminated from further consideration.

In addition, the City, at its sole judgment, will decide if a proposal is viable, including its completeness and clarity.

#### **Evaluation Committee**

A committee consisting of individuals selected by the City will receive and evaluate all viable Proposals, and, if applicable, Finalist Presentations.

#### **Proposal Evaluation by the Committee**

A Proposer may be selected based solely on evaluation of viable written Proposals. The

City reserves the right to determine whether or not a Proposer can be selected based solely on the viable written Proposals submitted.

### **Formal Presentations**

In the event that a Proposer cannot be selected solely on the Proposals submitted, the City may invite qualified firms for formal presentations. Such presentations provide an opportunity for clarification of the proposal submitted and an opportunity to ensure that a thorough, mutual understanding exists.

The City reserves the right to invite any number of Proposers if the quality of the Proposal(s) so merit(s) or other circumstances justify doing so.

The Evaluation Committee may revise the initial scores based upon additional information and clarification received in this phase. If your company is invited to give a formal presentation to the City, the offered dates may not be flexible.

A formal presentation may not be required, and therefore, **complete information must be submitted with a proposer's proposal.**

### **Selection of Awardee/Awardees**

After review of the Proposals by the Evaluation Committee and after Formal Presentations, if any occur, the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked proposal(s) or the proposal(s) that is(are) in the best interest of the City to negotiate agreement.

## **4.02 Evaluation Criteria**

In preparing responses, Offerors should describe in detail how they propose to meet the specifications as detailed in this solicitation document.

The minimum categorical criteria that will be applied to the proposal information, in order to assist the City in selecting the most qualified Offeror(s) for contract(s), are as follows:

- **10 Percent: Qualifications**
- **20 Percent: Experience**
- **50 Percent: Competence and Approach to Scope of Work**
- **20 Percent: Value and Cost Efforts**

## **REFER TO QUESTIONS IN APPENDIX H**

### **Selection of Short Listed Offeror(s)**

Selection of Short Listed Offeror(s) for formal presentation(s) (if any) and for contract

negotiation will be determined based on an objective evaluation of the criteria listed above.

**Note: factors considered**

Factors not specifically named are incorporated into the above general criteria.

## **5.0 Response Format and Content**

### **5.01 General Instructions**

This RFP is intended to describe The City's minimum requirements and response format in sufficient detail to secure comparable proposals.

### **5.02 Proposal Organization Guidelines**

To assist the Evaluation Committee in its effort, it is asked that Offerors adhere to the requests for tabbed sections.

### **5.03 Tab 1 – Cover Letter, Exceptions, and Company Information**

- Firm's Cover Letter signed by authorized person
- RFP Cover Sheet completed and signed by authorized person
- Company Information if providing information in addition to Appendix H
  - Description of organization
    - e.g., Philosophy of organization
    - e.g., Size of organization
    - e.g., Number of years in business providing similar services
  - Proposer Qualification Data (see Appendix) including public financial records from the past two years, if applicable

### **5.04 Tab 2 – Solution Narrative and Answers to Questions in Appendix H**

The response to requirements and/or preferences.

### **5.05 Tab 3 – Project Approach**

Offeror should include at a minimum:

- Description of roles and responsibilities, including deliverables
- Proposed project plan
- Proposed schedule
- Availability

### **5.06 Tab 4 – Key Personnel**

Offeror should include at a minimum:

- Assigned Team and/or Individual(s)

- Resume(s) of assigned personnel

### **5.07 Tab 5 – References**

- Offeror must provide a list of governments that have experience using the services recommended
- Offeror must provide three references to be contacted. The City may contact others, in addition. Offeror must use Experience Reference Form(s) or the equivalent and must provide current contact information.

### **5.08 Tab 6 – Price Proposal**

Refer to Appendix, Proposal Cost Summary Form.

### **5.09 Tab 7 – Additional Required Forms**

- Affirmative Action Plan Form (Appendix)
- Iran Divestment Act Form (Appendix)
- No Contact/No Advocacy Statement (Appendix)
- Supplier Information Form (Appendix) (ACH form is separate and not required with submittal)
- To acknowledge receipt of information provided by Addendum, Offeror is required to submit with the Proposal a signed Addendum cover page for each Addendum posted
  - Any and all signed Addenda cover pages from Addenda documents posted to [www.chattanooga.gov](http://www.chattanooga.gov), then “Doing Business With The City,” then “Open Bids,” related to this solicitation item. These postings may occur up to 48 hours before the RFP due date/time. For addenda posted in the last seventy-two (72) hours before the due date/time, properly identified, signed addenda cover pages to accompany proposals that have already been shipped will be accepted by e-mail to [rfp@chattanooga.gov](mailto:rfp@chattanooga.gov).
  - Internet Address: <http://www.chattanooga.gov/purchasing/bidssolicitations>

## Appendix A: Proposal Cost Summary Form

An Offeror must present the cost to the City for complete delivery of the proposed solution for the life of the contract. Applicable supporting documentation should be attached. The Offeror's expected fee payment terms should also be presented for consideration. Pricing should be based upon all proposed goods and services. This form or a similar substitute is acceptable.

Line Item	Unit of Measure Quoted	Price
<b>TOTAL Cost</b>		

## Appendix B: Offeror Qualification Data Form

### OFFEROR QUALIFICATION DATA

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached.

1. Company Name of Offeror (Please list official name, and any and all "doing business as" names, if any, associated with the company):

\_\_\_\_\_

2. Main office address:

\_\_\_\_\_

\_\_\_\_\_

3. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

a. Email Address: \_\_\_\_\_

4. Proposers federal tax identification number: \_\_\_\_\_  
(Please attach Form W-9)

5. The Offeror is organized as a (specify type of entity, e.g. sole proprietor, partnership, for profit corporation, non-profit corporation, limited liability company, etc.)

\_\_\_\_\_

6. The date the Offeror was organized in its current form:

\_\_\_\_\_

7. If a corporation or limited liability company, the state where it is formed:

\_\_\_\_\_

8. Is your company registered with the Tennessee Secretary of State?

a.  YES

b.  NO - Please explain

\_\_\_\_\_

\_\_\_\_\_

9. How many years have you served the population described in this solicitation:

\_\_\_\_\_



10. Describe any pending plans to reorganize or merge your organization.

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11. Have you, or any officers and/or directors of your company, ever been debarred or suspended by a government from consideration for the award of contracts?

a.  YES - Please list the contract party, and explain

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b.  NO

12. Have you, or any officers and/or directors of your company, ever been disqualified, removed, sued, or otherwise prevented from proposing on or completing any contract?

a.  YES - Please list the contract party, and explain

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b.  NO

13. Have you, or any officers and/or directors of your company, ever been charged with liquidated damages on a contract?

a.  YES - Please list the contract party, and explain

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b.  NO

14. Bonding, as applicable

a. Limit: \$ \_\_\_\_\_

b. Bonding Company: \_\_\_\_\_

c. Address: \_\_\_\_\_  
\_\_\_\_\_

d. Phone Number: \_\_\_\_\_

## Appendix C: Experience Reference Form

### Experience Reference Form

**Bidder/Offeror:** \_\_\_\_\_

*(Attach as many copies of this form as may be needed)*

#### **Reference**

Name of Project: \_\_\_\_\_

Location: \_\_\_\_\_

Service Date Range:

\_\_\_\_\_

Firm Name for Contact Person: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Telephone Number for Contact Person: \_\_\_\_\_

Email Address (required): \_\_\_\_\_

#### **Reference**

Name of Project: \_\_\_\_\_

Location: \_\_\_\_\_

Service Date Range:

\_\_\_\_\_

Firm Name for Contact Person: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Telephone Number for Contact Person: \_\_\_\_\_

Email Address (required): \_\_\_\_\_

## Appendix D: Affirmative Action Plan Form

City of Chattanooga, Purchasing Division

July 2016

### **Affirmative Action Plan**

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
  - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."
  - b. Seek and maintain contracts with minority groups and human relations organizations as available.

- c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities
  - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
  6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

---

(Signature of Contractor)

---

(Title and Name of Company)

---

(Date)

## Appendix E: Iran Divestment Act Form

**Chapter No. 817 (HB0261/SB0377). “Iran Divestment Act” enacted.  
Vendor Disclosure and Acknowledgement**

**By submission of this bid, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to § 12-12-106.**

**(SIGNED)** \_\_\_\_\_

**(PRINTED NAME)** \_\_\_\_\_

**(BUSINESS NAME)** \_\_\_\_\_

**(DATE)** \_\_\_\_\_

For more information, please contact the State of Tennessee Central Procurement Office,  
<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

## Appendix F: No Contact/No Advocacy Statement

### **No Contact/No Advocacy Statement** City of Chattanooga, Purchasing Division

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_ (agent name) says that:

(1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_ (business name),  
the Submitter of the attached sealed solicitation response to Solicitation  
# \_\_\_\_\_;

(2) \_\_\_\_\_ (agent name) swears or affirms that  
the Submitter has taken notice, and will abide by the following No Contact and  
No Advocacy clauses:

**NO CONTACT POLICY:** After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

**NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.**

Submitter Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Appendix G: Supplier Information Form



## City of Chattanooga Supplier Information Form

Business Name: \_\_\_\_\_

PO Address: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

If your business Tax Filing Status is Individual/Sole Proprietor or a Partnership and you provide a service to the City of Chattanooga, you will be issued a 1099 Form for the preceding Tax year. Please indicate which address you wish your document sent to if applicable:

1099 Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_

Primary Fax Number: \_\_\_\_\_

Primary Email: \_\_\_\_\_

Are you Providing: (Check All That Apply)

- |         |                          |              |                          |
|---------|--------------------------|--------------|--------------------------|
| Service | <input type="checkbox"/> | Construction | <input type="checkbox"/> |
| Goods   | <input type="checkbox"/> |              |                          |
| Both    | <input type="checkbox"/> |              |                          |

Vendor Type (Must be Marked-Check All That Apply)

- |  |                          |
|--|--------------------------|
| MBE-Minority Business Enterprise               | <input type="checkbox"/> |
| WBE-Woman Business Enterprise                  | <input type="checkbox"/> |
| SDVBE-Service Disabled Vet Business Enterprise | <input type="checkbox"/> |
| LGBTE-LGBT Business Enterprise                 | <input type="checkbox"/> |
| None of the Above                              | <input type="checkbox"/> |

Preferred Payment Method

- |       |                          |
|-------|--------------------------|
| Check | <input type="checkbox"/> |
| ACH   | <input type="checkbox"/> |

ACH-Please provide remittance notice email and complete Separate City ACH Authorization Form:

\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative Signature

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

\_\_\_\_\_  
Date



## **APPENDIX H PROPOSER QUESTIONS**

### **Qualifications [10 Percent]**

#### **Organization Information**

1. Introduce and provide brief background of your company.
2. Demonstrate your/your firm's knowledge in the provision of services related to the project.
3. Has your organization, or any primary business interest holder, been named in any form of legal litigation filing (i.e. civil, criminal, federal, bankruptcy, etc.)? If so, please describe the parties, subject matter, and the outcome of the action.
4. Has your company ever been under inquiry or investigation, by any regulatory or professional accreditation organization, regarding any irregularity? If so, provide the details and results of the investigation.
5. Are you willing to provide an audited financial statement of your company, if requested by the City?
6. What sets your company apart from your competitors, technically and specifically?

### **Experience [20 Percent]**

1. Demonstrate your/your firm's related project experience.
2. Demonstrate the relevant experience of the proposed service team members.
  - a. Please do not include personal (non-company) contact information.
3. Identify three current clients and three terminated clients and their contact information. For each referred client, please state:
  - a. The time period in which you were/are contracted to service the client;
  - b. The average caseload maintained for the client;
  - c. If terminated, the reason for termination; and
  - d. Contact information for the client's representative, email preferred.
4. List all current litigation(s) in which you/your firm is a party (not the legal details).
5. List your company's previous experience in Implementation Planning.

6. List any professional organizations in which your company is an active member, related to the Scope of Work subject matter.

## **Competance and Approach to Scope of Work (SOW) [50 percent]**

### **General**

1. Demonstrate your/your firm's financial and manpower capacity to perform the work described in the Scope of Work.
2. Demonstrate in detail how each component of the SOW will be addressed. See SOW section for more details.
3. Clearly define your/your project team's organizational structure, including staff, defined responsibilities, and use of subcontractors.
4. Where is the location of the claim office you propose to use for the services requested in this RFP?
5. What is the approximate number of accounts handled by the servicing office?
6. Identify the information system database(s) you will be using for claims and provide a review of its capabilities, compatibility requirements, and security measures.
  - a. Specify the database(s) to which the City Safety staff and related contractors may access.
7. Provide samples of reports available.
8. Explain your/your team's unique experience, expertise, and/or approach for providing these services.
9. List any professional organization best practices that your company incorporates into its service performance.
10. Describe your company's integration of the standards set forth by the Health Insurance Portability and Accountability Act (HIPAA).

### **Staffing**

1. What is the approximate number of employees in your firm? In the servicing office?
2. Identify your/your team members who will be responsible for developing and providing information to City of Chattanooga.
3. Identify yourself/team members responsible for meeting with and advising City of

Chattanooga.

4. Identify by name and title the person designated as account claim coordinator.
5. What is your adjuster's current average caseload?
6. Do you propose allocating one or more adjusters, exclusively for the City claims?

### **Services Overview and Communication**

1. Please confirm that your company is able to perform the entire described Scope of Work.
2. If any services are subcontracted, indicate which services and the likely subcontractors.
3. Describe your detailed process workflow for administering On-the-job Injury cases, from Claim Notification, to Settlement, through to File Closure.
4. Describe your detailed process for administering Occupational Health cases, from Notification through File Closure.
5. Explain any technology function that is utilized to detect duplicate billings.
6. Describe your capabilities for communicating with the City, including alerting the City on advice to pay issues and "red flag" claims (timeframe, method, format of communication).
7. Describe your communication practices with an Injured Employee, including specific milestones and actions.
8. Describe your communication practices with the Employer/Client Contact, including specific milestones and actions.

### **Bill Review and Re-Pricing System**

1. How many diagnosis codes are collected and retained over the life of the claim?
2. Describe how you conduct your hospital bill audit. Do you use standard audit forms or tools? How are adjustments to the bills made?
3. What are the credentials of the individuals performing claim audits?

4. Describe, in detail, your bill review system capabilities. Specifically address the systems you have to prevent duplicate claims, inappropriate services, comparison to Usual & Customary, and unbundling).
5. How often are reconciliation reports run, and what is the format of these reports?
6. Provide information on your typical savings for similar clients, by category (e.g. unbundling, usual & customary reduction, individual codes, etc.) including pharmacy network services.
7. How often do you test your program to ensure that Usual & Customary and PPO rates are applied correctly?
8. How often do you make system upgrades or enhancements? When was your last system upgrade?

### **Claim Adjustment**

1. Describe your firm's methodology for paying medical bills, including the maximum time allowed for payment of medical bills and how your firm ensures compliance with the methodology.
2. What is your standard turnaround time on payment of medical bills? On an average, what is your fastest time? Slowest time?
3. Describe your standards and protocols for obtaining prior medical records and/or records of previous occupational injuries. Are these records obtained in every case, or only in some cases? Describe how this decision is made.
4. Please describe in detail your organization's current procedure for determining which claims should be aggressively investigated. Include timelines, staff involved, in-house resources available, and any other relevant information.
5. Describe your facilitation process, when a claim is suspected to be fraudulent.
6. Please provide a sample claims file and describe your procedures and protocols for claims file organization.
7. How many claims do you handle annually? (a) Nationwide? (b) In Tennessee?
8. How long do you maintain original claim documents?
9. How long do you retain claims information in your system?

## **Employee Population**

1. Describe the size of employee population(s) served.
2. Describe your experience in working with Police & Fire employee populations. What do you see as the unique challenges in dealing with these types of employees?

## **Automation**

1. Please explain your claims automation program. How often will data downloads be available and in what format?
2. The Automation system must, at a minimum, provide the following. Please explain the automation system's capabilities regarding:
  - a. Detailed and Updated Claim Information
  - b. Full Payment History
  - c. Unlimited File Note capacity
  - d. Calendar/Diary System
  - e. Reserve Analysis Worksheet
  - f. Check-writing
  - g. Reporting Capability
  - h. Ability to Analyze Data for Loss Control Purposes.
3. Describe your Company's ability to provide electronic access to claim information.
4. How frequently are individual electronic case files reviewed? By whom?
5. How frequently are individual electronic case files updated - detailed payments, reserve changes and adjuster's notes?
6. Can your automated system be tailored to meet the needs of the City? Please explain.

## **Data Feeds, Reports and Interfaces**

1. How do you typically receive information from an employer about their employees and eligibility?
2. In general, how do you approach sharing data with other suppliers (either within your proposed scope of services, or in the event that we select multiple suppliers for this program)?

3. What is your approach to providing information (reports, analyses, scorecards, etc.) that will help us partner with you to achieve high quality care, lower costs and improve outcomes?
4. How would you integrate data from the different components of the IOD program to support strategic review of program performance?
5. Can City representatives run reports without the need for extensive training? What type of reports can be generated?

### **Contract Administration**

1. Will you require the establishment of an escrow account to facilitate your issuance of loss payment? Describe account maintenance requirements?
2. Describe your approach to providing an orderly transfer of pending files to a new administrator, if a contract termination occurs.
3. Describe briefly your internal claim quality assurance control procedures?

### **Implementation and Transition Process**

1. Estimate your minimum start-up time - from the date of contract award to the date your network would be available to the City's Human Resources staff.
2. Please describe your implementation process.
3. Describe how you manage implementation (project management tools or processes, etc.)
4. What is the role of the City in the implementation process? How can we work with your organization to ensure a smooth transition?
5. How do you propose to take over claims that are open on "go-live" date?
6. What is your strategy for receiving historical claim data (i.e. do you recommend we send you historical data? If so, for what period of time or type of claim?)
7. What is the role of the City in ensuring a smooth transition of open claims? What resources will you need from the City?
8. What company representative will lead the implementation process?

- a. Will she/he be fully dedicated to our implementation?
    - i. If not, how many other implementations will she/he support?
  - b. What are his/her qualifications and experience?
  - c. Will he/she have an ongoing relationship with City after implementation?
    - i. If so, what would his/ her role be?
9. Who will provide technical leadership to the implementation (systems, data feeds, etc.)
- a. How much of his/her time will be dedicated to the City implementation?
  - b. Will this individual have the authority to commit programming and other technical resources to this implementation?
  - c. Describe the technical resources available for our implementation (technical team, project management, etc.)
10. Describe the other members of the implementation team. For each individual, please outline the degree to which she/he will be dedicated to this project
11. How do you propose to 'launch' the new program through communication with employees, supervisor/managers, network providers, etc.?

### **Value and Cost Efforts [20 percent]**

Identify an Annual all-in Service Fee Proposal for this service, to be payable in equal monthly increments. This Annual Service Fee must be comprehensive and include all ancillary costs, which may include the following examples:

- All licensing or maintenance costs;
- All real estate or property business costs;
- All technology and equipment costs;
- All staffing and benefits;
- Any staffing expenses, such as supplies and travel.

The Service Fee Summary Form must be submitted with the Offeror's Proposal. Please do not modify this form, in your response.

Please do not address or incorporate Allocated Loss Adjustment Expense (ALAE) costs in your Service Fee response.

Please do not mention or reference the Fee Proposal material in response to any other section of this RFP.

**APPENDIX I  
PERFORMANCE GUARANTEES**

The City expects the Contractor to maintain, at a minimum, the following Performance Guarantees throughout the term of the Contract. The City requires a minimum risk of 30% of the annual administrative fees for the performance guarantees listed below.

<b>Performance Guarantees</b>	<b>Expected Percentage of Performance</b>	<b>Amount (In %) Offeror is Willing to Put At Risk</b>
1. Enter new claim into claims management system within 24 business hours of receipt.	95%	_____ %
2. Three-point contact on all Indemnity/Lost Time claims.	95%	_____ %
3. A two-point contact on all Medical Only claims.	95%	_____ %
4. Maintain a twenty-four (24) business hour response time turnaround for inquiries from City or medical provider.	95%	_____ %
5. Review and communicate approved City directive to Employee/Provider within two (2) business days.	95%	_____ %
6. Monthly status review of open claims, by vendor account manager. Analyze for potential resolution and closure.	99%	_____ %
7. Quarterly City account file audit, by vendor company management.	99%	_____ %
8. Attend Quarterly Contract Administration Meetings, and status review meetings (as scheduled).	99%	_____ %
<b>TOTAL PERCENTAGE</b>	<b>GUARANTEE</b>	_____ %



