

Roane County is requesting proposals for the good(s) and/or service(s) listed below, subject to the terms and conditions of the Request for Proposal (RFP), the accompanying specifications, and the Roane County Purchasing Manual.

If this is a request for services, disregard any reference to product information.

At the appointed time proposals will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Proposals arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Proposals To:

ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763

Proposal Number: P2014-36/266
THIRD PARTY ADMINISTRATOR – WORKER’S COMPENSATION CLAIMS

Open Date & Time: June 17, 2014 at 2:00 p.m. (Eastern Time Zone)

The Proposal Envelope must show the Proposal Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

Lynn Farnham, Purchasing Agent
Phone: 865-376-4317
Fax: 865-376-4318
Email: lfarnham@roanegov.org

GENERAL TERMS & CONDITIONS

1. Attached are instructions and conditions for submitting a proposal for Roane County Government. The objective of this proposal is to select suppliers in such a manner as to provide for open and free competition and comparability.
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PROPOSAL PREPARATION & SUBMISSION

1. All proposals shall be in accordance with the instructions to proposers and specifications included in this RFP. Specifications are intended to be open and non-restrictive.
2. The use of the name of a manufacturer, brand, model or make used in describing an item does not restrict the proposer to that manufacturer. Others will be considered if they meet or exceed the items specified. When an alternate manufacturer, brand, model or make will be proposal, five (5) days prior to the proposal the proposer must submit documents to the Purchasing Agent, for evaluation of the product. Roane County will determine if the item does meet or exceed the item as specified.
3. It shall be the sole responsibility of the proposer to make certain that all proposals in proper form are submitted to the Purchasing Department as described below.
4. All original forms must be signed by a person with authority to bind the proposal. The proposal must be sealed in an envelope that is labeled according to the directions stated below.
5. On the outside of the envelope/package mark the proposal as follows:
 - Vendor Name & Address
 - Proposal Number
 - Proposal Date & Time
6. The proposal must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages; please mail accordingly.

7. Sealed written proposals will be received at the time and place specified on the RFP. Postmark on the proposal by this date will not suffice. Proposal must be received on or before the date and time stated. Faxed proposal documents will not be accepted.

LATE RECEIPT OF THE PROPOSAL

1. The proposal and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the proposer has no responsibility.
2. Proposals must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee determines the time is 2:00 p.m., no other proposals will be accepted.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the proposer to review the entire RFP document and to notify the Purchasing Agent if the RFP is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
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2. Pursuant to TCA §12-4-126, questions regarding the specifications or proposal procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the proposal opening is extended for a reasonable time as determined by the Purchasing Agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the RFP documents and to allow responders to resubmit their responses accordingly.
3. Any questions concerning this RFP are to be in writing either by fax or email to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

PROPOSAL OPENING & ACCEPTANCE OF PROPOSAL

1. Proposal pricing will be read aloud at the discretion of the Purchasing Agent. Proposals will also be examined for compliance with specification and conditions outlined in the proposal document.
2. Consideration will be given to all proposals properly submitted. Proposals will receive appropriate confidentiality before awarding. Upon award, proposal documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the proposer will be bound to honor proposal as submitted.
3. The contract will be awarded in writing to the most responsive proposer whose proposal conforms best to the RFP will be most advantageous to Roane County. The evaluation of criteria, cost, and other factors will be taken into consideration. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
4. Roane County reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities in the proposals received. All proposers will be notified in writing of the proposal award generally within ten (10) days of proposal opening unless unforeseen circumstances arise or special conditions exist.

EVALUATION REVIEW

1. Roane County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Roane County shall have sole responsibility for determining a reliable source. Roane County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Roane County.
 2. Evaluation criteria will be determined on each RFP.
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PROTEST PROCEDURE

1. If a prospective vendor does not agree with the proposal award, they have the right to protest. Disputes arising from the award of this proposal must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of proposal award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

1. In the event no funds are appropriated by Roane County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

INSURANCE

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

1. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
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BUSINESS LICENSES

1. Vendors located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee.
2. A Business Tax & License Affidavit is required to be submitted with the bid.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive proposal.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide products or services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.
 - Violation of any warranty.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
 2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contact to the next lowest proposer or proposing again.
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CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent delivering the services governed by this agreement.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Request for Proposal, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
 2. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
 3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
 4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.
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**RFP #P2014-36/266 – TPA FOR WORKER’S COMPENSATION CLAIMS
VENDOR INFORMATION SHEET**

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor’s e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write “yes” if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

COOPERATIVE PURCHASING - Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate the approval of Cooperative Purchasing.

_____ Yes _____ No

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

_____ Yes _____ No

**RFP #P2014-36/266 – TPA FOR WORKER’S COMPENSATION CLAIMS
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

- African American Owned
- Caucasian Owned
- Native American Owned
- Other Owned

- Asian Owned
- Hispanic Owned
- Woman Owned

Name

Title

**RFP #P2014-36/266 – TPA FOR WORKER’S COMPENSATION CLAIMS
BUSINESS TAX & LICENSE AFFIDAVIT**

Please sign the affidavit below stating that your company does have a Business License and that your Business Taxes are current. Companies located outside the State of Tennessee are required to have a Business License in Tennessee.

The undersigned states that he/she has legal authority to swear this on behalf of _____ (Vendor); and that Vendor is not in any manner in violation of *Tennessee Code Annotated, §5-14-108(l)* which provides that “no purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent”.

Affiant affirms and warrants that Contractor’s licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ County, Tennessee.

VENDOR

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

**RFP #P2014-36/266 – TPA FOR WORKER’S COMPENSATION CLAIMS
STATEMENT OF QUALIFICATION**

The following statements as to experience and general qualifications of the proposing firm as submitted in conjunction with the Request for Proposal as part thereof and truthfulness and accuracy of information is guaranteed by the proposing firm and included in the evaluation of the proposals.

Name & Address of Proposing Firm:

Telephone _____

Fax Number _____

Number of years proposer has been in this business. _____

Proposing firm must have satisfactorily completed or currently maintained three (3) contracts of similar size in the last five (5) years.

Company _____

Contact Name _____

Telephone _____

Company _____

Contact Name _____

Telephone _____

Company _____

Contact Name _____

Telephone _____

Section 1: Transmittal Letter

Transmittal letter shall introduce the firm, include complete address, phone and fax numbers, and include the name of contact person(s) during this proposal process. **An authorized agent of the firm must sign the letter.**

Section 2: Addenda Acknowledgement

Provide acknowledgement of receipt of all addenda for this RFP (if any). It is the vendor's responsibility to check for copies of addenda on Roane County's website.

Section 3: Qualifications/Experience

Describe the qualifications and experience of the offeror in providing the services described in these specifications, including a TPA service overview.

Section 4: Services Available and Service Plan

Provide a description of all services provided by the firm. Describe in detail the Service Plan for fulfilling the requirements of this contract, including Claims Adjustment Services and Information Technology.

Section 5: Business Requirements

- a. Provide copy of insurance (Attachment A)
- b. Provide tax identification number (Attachment B)

Section 6: Cost Proposal

- a. Provide a cost proposal that includes a summary of all fees, detailing services related to such fees.
 - b. Pricing structure should include both run-off claims and new claims occurring after the date upon which the contract takes effect.
 - c. If more than one pricing alternative is available, describe in detail each option.
 - d. Describe the costs of your services for network access and any other charges related to the provision of provider networks.
 - e. Include any anticipated pricing changes over the course of the contract term and if you offer any flat rate guarantee.
 - f. Describe and demonstrate the capabilities and cost savings of your medical cost containment program including, but not limited to, case management services, utilization review and bill review. Indicate which services are provided within your organization and which services are provided by sub-contractors. If services are contracted out, disclose any commissions and/or any other type of compensation you receive from the sub-contractors.
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RFP EVALUATION

Each firm's submittal will be evaluated to determine which vendor can provide Roane County with the best service. The following criteria will be used to evaluate proposals and are weighted as follows:

Criteria	Weight
A. Qualifications/Experience	45%
B. Service Plan	35%
C. Demonstrated achievements in loss prevention	15%
D. Cost Proposal	5%
	100%

The cost proposal is subject to negotiation.

Each of the above criteria (A - D) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

Rating	
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal (s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

**TECHNICAL SPECIFICATIONS
WORKERS' COMPENSATION CLAIMS SERVICES**

I. Roane County's WORKERS' COMPENSATION DATA

Currently Roane County utilizes the services of a Third Party Administrator (TPA) to manage and administer its Workers' Compensation program for a workforce of approximately 1300 employees in various occupations, ranging from Public Safety to Schools to Administrative positions. The following information on loss data is provided to assist respondents in preparing a proposal. It is provided for informational purposes only, and Roane County does not warrant the complete accuracy of said data.

SUMMARY OF LOSS DATA FOR ROANE COUNTY	
Current open indemnity claims	13
Current open medical only claims	15
Oldest open indemnity claim	11/30/2009
Number of indemnity claims for the last five years	13/14 - 1 12/13 - 9 11/12 - 17 10/11 - 8 09/10 - 10
Number of medical only claims for the last five years	13/14 - 24 12/13 - 35 11/12 - 21 10/11 - 50 09/10 - 54
Number of incident only reports for the last five years	13/14 - 0 12/13 - 0 11/12 - 0 10/11 - 1 09/10 - 1
Percentage claims by function	Claims are relatively evenly dispersed among the various departments.
Claims subrogated for past five years	None to the best of our knowledge.
Current TPA	CCMSI
Claims management system used by current TPA	ICE

II. SCOPE OF SERVICES

It is important to Roane County that the third party provider of workers' compensation services to our employees be able to demonstrate system integration and coordination. It is preferred that respondents be able to provide all core workers' compensation program services including medical management and claims administration without subcontracting to or partnering with other vendors. Workers' compensation core services include: claims administration/adjudication, telephonic medical management, medical bill review and re-pricing, physician peer-to-peer services, and utilization review nurse services.

Other services include: collaborating with Roane County's manager of workers' compensation services to reach settlement of claims in appropriate circumstances, to assist in selection of defense counsel and assistance with required State reporting.

Responders must agree to provide all of the following services:

1. Administrative services.
2. Claims services.
3. First Notice of Injury services.
4. Loss statistic services.
5. Medical Management services to include:
 - a. Network access and development services
 - b. Triage
 - c. Telephonic case management and (when appropriate and agreed upon, site case management)
 - d. Pharmaceutical benefit management services
 - e. Communicable disease management program services
 - f. Utilization review, including:
 - i. Medical bill review and audit services
 - ii. Pre-certification
 - iii. Concurrent and retrospective review
 - g. Peer-to-peer review

Details of each of the above required services may be found below in Section III.

III. VENDORS PROPOSALS SHALL ADDRESS EACH ITEM LISTED BELOW:

A. TPA COMPANY OVERVIEW

1. Provide a brief statement of your organization's third party administrator experience and qualifications to meet the requirements of Roane County, including a list of public entity clients. Include a brief description of your company, number of years in business providing TPA services, number of employees (full and part time), number of claims adjusters and claim support personnel, corporate headquarters location and location of the claim office that would be assigned to service Roane County.
2. Provide a copy of your company's Best Claims Practices, if available.
3. Describe your company's quality control programs and the frequency of internal operational audits.
4. Provide information on the circumstances and status of any disciplinary action taken or pending against your company during the last three (3) years by any state regulatory bodies or professional organizations. If no such action has been taken or is pending provide a statement to that effect.
5. Provide a statement of any litigation filed against your company in the last three (3) years. If no litigation has been filed provide a statement to that effect.
6. Identify any service(s) you intend to sub-contract to others and identify the proposed sub-contractors including names, phone numbers and the qualifications of the sub-contractors company.
7. Provide a proposed transition plan and implementation timetable.
8. Provide a copy of your proposed service agreement and a certificate of insurance for your errors or omissions, liability and workers' compensation insurance coverage.

B. CLAIMS ADJUSTING SERVICES

1. Provide a brief description of your claims administration organization including, but not limited to, years of experience.
2. What is the annual volume of newly reported workers' compensation claims handled by your organization annually?
3. Name(s) of other companies/workers' compensation providers that your firm would be partnering with in providing claims adjusting services for Roane County and the services they would provide.
4. Does any firm providing claims adjusting services have ownership in companies providing any services related to the handling of workers' compensation claims including, but not limited to, pharmacy management, diagnostic testing, physician referrals or physical therapy?

5. What is your organization's claim intake process?
6. How would your organization investigate exposure claims, and how would you resolve the issue of compensability or denial?
7. What is the maximum number of claims assigned to each workers' compensation adjuster for:
(a) lost time; and (b) medical only?
8. Will the claims staff assigned be dedicated solely to Roane County?
9. What is the experience level of the claims adjuster(s) who will be assigned to Roane County?
10. How are caseloads monitored and controlled? Please describe your audit procedures and whether you will share the results of those audits with Roane County?
11. If caseloads increase over the life of the contract, how would your organization address the increase in terms of staffing?
12. Describe how your workers' compensation coordinate with other benefit plans, such as State and Federal disability benefits.
13. Describe how your adjusters identify and manage potentially fraudulent claims.
14. How often do supervisors review open workers' compensation claims and provide direction to adjusters?
15. What is your supervisor to adjuster ratio?
16. Describe how reserves are set and the process for determining accuracy. How often are reserves reviewed?
17. Do you provide ongoing action plans that include specific steps to bring the file to resolution/closure? If so, please describe those plans.
18. What percentage of claims (separated by medical only and indemnity) do your adjusters close within one year, two (2) years and beyond two years?
19. Is your organization prepared to and able to handle run-off/tail claims if so requested? If so, how would the transfer of those current open claims be handled?
20. Is there a cost for subrogation recoveries? Is that cost included in your flat fee or is it treated as an allocated expense? Please provide that cost, if applicable.
21. Describe your organization's practice in terms of conducting file reviews with clients. In this context, what are your recommendations for Roane County?

22. How does your organization ensure compliance with State laws and regulations regarding payment of provider's bills?
23. Describe your organization's capabilities for assisting clients in obtaining reasonable accommodations from treating physicians for injured workers.
24. Describe your organization's capabilities for assisting clients in implementing an early return to work program.
25. Describe your organization's employee performance management system.
26. Describe your litigation management strategies, including your organization's policy regarding referral to legal counsel.

C. MEDICAL MANAGEMENT

1. How long have you been providing Medical management services?
2. What is the annual volume of claims served by your office?
3. Is your company accredited by the Utilization Review Accreditation Commission (URAC) for Workers' Compensation? If so, please provide documentation.
4. Please provide three (3) references that can provide information regarding your Medical Management services. By providing these references, you agree that neither Roane County nor the clients referenced shall have any liability regarding the provision of such references or Roane County's use of such references in making a selection under the RFP.

D. TRIAGE

1. Please explain the structure and organization of your current triage and intake unit. What types of nurses/staff are you using? Please provide your workflow.
2. Describe weekend/holiday/evening coverage of triage and intake unit.
3. How does your intake unit communicate with all stakeholders?
4. What options are available for Roane County to report the injury including the completion of the Notice of Injury?
5. What are your minimum experience/educational qualifications of intake unit staff and triage case managers?

E. NURSE CASE MANAGEMENT

1. Who will provide nurse case management (NCM) for Roane County? What experience will you require for NCMs?
2. Will the NCM assigned to Roane County be 100% dedicated to Roane County claims?
3. What are your NCM staff current caseload averages and maximums for your current clients? What are you proposing for Roane County?
4. Please describe your firm's protocols for nurse case manager training, supervisory ratios, etc. Please describe your current criteria for assignment of telephonic nurse case management services to files.
5. What reporting capabilities will your firm provide to measure evidence based performance criteria? What outcomes do you currently measure? What are the results?
6. Is there any distinction as to how you manage medical only versus lost time cases? Please describe your current process including reference to the educational and experience level of staff.
7. What is your process for post exposure prophylaxis? What processes are in place for post exposure prophylaxis management on a 24/7 basis? What types of problems have you encountered with provision of post exposure prophylaxis?
8. What are your performance goals for NCMs? How is performance measured?
9. Describe the consultative process between NCMs and internal medical advisory panel including, but not limited to, time frames, cost if any, etc.
10. How are NCMs notified of changes to administrative rules, statutory changes, etc?
11. How do NCMs manage recurrent clinical interventions, including but not limited to, physical modalities, chiropractic, and psychology?
12. Describe the flow of communication from treating physicians' offices to all stakeholders.
13. How do your NCMs expedite the injured employees' return to work; what benchmarks and protocols are utilized?

F. PROVIDER NETWORK

1. Do you outsource your medical network? If so, to whom?
2. Do you pay a fee for access to that network?
3. Do you have a Medical Director in-house? If so, please provide a brief bio.

4. Describe your procedure and philosophy in utilizing physician advisors.
5. Do you have the capability of customizing your network to meet the specific needs of Roane County and its employees?
6. What is your protocol for evaluating network providers' performance and outcomes?

G. MEDICAL BILL REVIEW AND RE-PRICING

1. Is your bill review done in-house or do you sub-contract it out?
2. Describe your current bill review and re-pricing process, including workflow, reimbursement methodology, and communication with stakeholders and system capabilities.
3. Describe the bill review process completed by NCMs or adjusters prior to submission to formal bill review.
4. Describe your internal bill tracking process to determine the location of the bill within the review process, and whether that information is available to the provider and clients.
5. How does your bill review system distinguish between initial submissions, reconsiderations and re-submissions?
6. Are you able to receive medical bills via EDI? If so, please describe the process.
7. Describe your procedure for reconciliation in case of overpayment or payments made in error.

H. UTILIZATION REVIEW AND QUALITY ASSURANCE (UR/OA)

1. Describe your current UR/QA process including, but not limited to, how that process interacts with both your staff and your clients, how the process impacts the claim file, and how reports of the results are provided to your clients. Include how your QA process complies with evidence/criteria-based clinical guidelines.
2. Is your firm URAC accredited to perform utilization management services for workers' compensation?

I. INFORMATION TECHNOLOGY

1. What data will you require from Roane County prior to the implementation of this contract, and in what format?
2. What is the claims management information system utilized by your organization? Describe the features of this system that make it better than its major competitors.
3. When was this system installed?
4. When was the last major software update to the system?
5. Is your IT support internal or outsourced?

6. Describe your procedure to ensure continued information system availability in the event of natural disaster or other events causing system breakdown.
7. Will you provide complete online claim system access to adjuster notes, payment inquiries and financial information? If so, is this access included in the flat fee, or is there an additional charge? Please provide cost, if applicable.
8. Does gaining access to the claims system require any special software?
9. How long do you retain detailed claim information on your system?
10. Is online claim reporting available?
11. Describe your organization's ability to allocate losses to individual Roane County locations.
12. What types of standard reports are available? Will Roane County be able to access the system and customize its own reports?
13. Are you able to generate reports documenting payments to specific vendors, providers and/or claimants?
14. Are you able to generate reports documenting specific savings from medical cost containment efforts including medical bill review/fee scheduling, hospital bill audit, utilization review, contract savings, etc.?
15. Can your reports be downloaded into Excel spreadsheets?
16. Describe the security measures in place to protect the confidentiality of the information in your claims management information system. Describe any breaches of security and explain what corrective action you took to prevent future breaches. If no breaches of security have occurred please provide a statement to that effect.
17. Is there an off-site backup for your claims management information system?

J. PRICING

1. Provide a cost proposal that includes a summary of all fees, detailing services related to such fees. Include full disclosure of sub-contractor fees associated with workers' compensation services to be provided.
2. Pricing structure should include both run-off claims and new claims occurring after the date upon which the contract takes effect.
3. If more than one pricing alternative is available, describe in detail each option.
4. Describe the costs of your services for network access and any other charges related to the provision of provider networks.

5. Include any anticipated pricing changes over the course of the contract term and if you offer any flat rate guarantee.
6. Describe and demonstrate the capabilities and cost savings of your medical management / medical cost containment program including, but not limited to, case management services, utilization review and bill review. Indicate which services are provided within your organization and which services are provided by sub-contractors. If services are contracted out, disclose any commissions and/or any other type of compensation you receive from the sub-contractors.

K. LOSS DATA

Claim loss data will be provided upon request of a prospective TPA. This loss data can be used to estimate future claim frequency and types of claims. Any claim data submitted as part of the RFP process is for informational purposes only. Roane County does not warranty the complete accuracy of said data.