

Rockingham County
Department of Human Resources
111 North Road
Brentwood, NH, 03833
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Proposal Submission Deadline: 06/6/2024 at 7:30 a.m. Proposal Opening is noted on #3 at the top of page 2.
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REQUEST FOR PROPOSALS
Workers' Compensation Third-Party Administration
Human Resources

You (ORGANIZATION) are hereby invited to submit proposals as specified in this Request for Proposal. The information necessary to complete the proposal is contained within this document.

Rockingham County, New Hampshire (Rockingham County) is a public entity composed of general administrative offices, nursing home, assisted living, correctional facility, engineering and maintenance services, and offices from Elected Officials: Commissioners, Delegation, County Attorney, High Sheriff, Register of Deeds, and Treasurer.

Questions on the technical specifications of the Request for Proposal should be directed to the contact listed above. Questions on bidding procedures can be directed to rfp@co.rockingham.nh.us. Do not alter or modify any documents or proposal forms downloaded from Rockingham County or Public Purchase. Altering or modifying such documents or forms may result in disqualification.

1. Proposal Instructions (3 ways to submit)

- a) Two (2) copies (or one copy and one thumb drive) of the Proposal should be submitted in a sealed envelope marked "RFP – Workers' Compensation Administration" addressed and delivered to:

Rockingham County Commissioners
119 North Road, Brentwood, NH 03833

- b) Submit your bid as a PDF to: rfp@co.rockingham.nh.us. ***DO NOT*** send your bid to any other Rockingham County email address. Doing so may result in disqualification. You will receive a confirmation email within 1 business day. If you do not receive your confirmation email, you may inquire with the contact person listed at the top of this document.
- c) You may submit your Proposal online through Public Purchase, which is free to sign up and submit. Please visit [Public Purchase: Rockingham County Home Page](#), or www.rockinghamcountynh.org/rfpbidding for the link to our Public Purchase page.

2. Submission must include:

- Organization legal name with DBA if applicable.
- Tax ID.
- Physical address and mailing address (if different).
- Organization representative name and contact information (phone, fax, and email).
- An itemized price proposal including shipping or freight is required with submission.
- Items presented as "equivalent" must be clearly identified, with all variations from the specification annotated and are subject to approval.
- Complete cut sheets and specifications for all products quoted, if applicable.
- All pertinent information regarding warranty and service availability.
- Anticipated start time after receipt of order and anticipated time to perform the scope of services.
- Insurance requirements, non appropriations and indemnification obligations.

Attachments must be uploaded in PDF format. Any agreements or contracts that require our signature need to be in Microsoft Word format for review and tracking purposes.

- 3. Proposal Openings:** Authorization to open proposals will be given at the **06/6/2024** regular scheduled meeting of the Board of Rockingham County Commissioners beginning at 8:30 am. Proposals will be distributed after the meeting and will be awarded or rejected as soon as a complete review and comparison of the proposals received has been made by Rockingham County.

 - a. Meetings are held in the Maureen Barrows Conference Room of the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH through the following online Zoom meeting: <https://us02web.zoom.us/j/5808918771> or by telephone: 646-558-8656, Meeting ID: 580 891 8771.
 - b. Scheduled meetings are subject to change and information may be found here: www.rockinghamcountynh.org/events.
- 4. Proposal Award:** The proposal(s) will be formally awarded and announced publicly at a regular scheduled meeting of the Board of Rockingham County Commissioners held in the Maureen Barrows Conference Room located in the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH through the following online Zoom meeting: <https://us02web.zoom.us/j/5808918771> or by telephone: 646-558-8656, Meeting ID: 580 891 8771. Formal notification of proposal award will occur thereafter.
- 5. Pricing:** Proposal prices are to remain in effect for a period of **(60)** days from opening date of the proposal and are to remain firm once proposal is awarded to the successful Organization(s).

 - a. Vendors awarded a state bid/contract should offer that pricing.
 - b. Should you have any variations (discounts and/or penalty clauses) that may affect the price, please specify in proposal.
- 6. Additional Materials:** Following the review and screening of all proposals, Organization may be invited to participate in the final selection process, which may include the submission of additional information regarding cost or other issues, as requested by Rockingham County.
- 7. Performance Clause:** In the event that the successful awarded Organization/Rockingham County should default in the observance of the stipulations set forth in this Request for Proposal and such default is not corrected within 30 days of written notice from either party, the successful awarded Organization/ Rockingham County shall have the option of canceling the proposal.
- 8. Contractual Obligations:** In the event that contracts for the supply of materials, equipment, or services are required under the proposal, the Board of Rockingham County Commissioners reserves the right to review said contracts and amend to comply with county legal requirements prior to signing by the appointed representative of the Board of Rockingham County Commissioners. All contracts entered into by Rockingham County are required to contain Non-Appropriation and Indemnification clauses. Sample language is provided below.

 - a. Non-Appropriation**

Rockingham County is obligated to pay only such contract amounts that can lawfully be made from funds budgeted and appropriated for that purpose during Rockingham County's then current fiscal year, subject to annual approval by the Rockingham County Delegation. Should Rockingham County fail to budget, appropriate, or otherwise make available funds to make payments under this contract, such contract shall be deemed terminated at the end of the then current term. Rockingham County agrees to deliver prompt notification after any decision to non-appropriation is made, but failure to give such notice will not extend the term beyond such Original or Renewal Term.
 - b. Indemnification**

To the fullest extent permitted by law, (ORGANIZATION) shall protect, indemnify, save, defend and hold harmless Rockingham County, including its officials, agents, volunteers and employees, ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason

of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of (ORGANIZATION) or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, (ORGANIZATION) shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that (ORGANIZATION) officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

(ORGANIZATION'S) obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

Rockingham County shall not be required to defend or indemnify (ORGANIZATION) or its agents, employees, contractors or subcontractors or any professional service provider.

9. **Insurance Requirements:** The Organization shall always maintain during the life of this proposal insurance coverage. The Organization must also require its subcontractors to maintain such coverage. Any request for modification of the coverage requirements must be submitted in writing with the proposal, and will be evaluated accordingly.
- a. **Coverage:** The Organization shall have professional insurance/errors and omissions insurance with limits of not less than \$1,000,000 each occurrence. The insurance certificate and the underlying insurance coverage shall be issued by a carrier authorized to do business in the State of New Hampshire and having A.M. Best Company rating of "A" or better.
 - b. **Workers Compensation Insurance:** The Organization shall carry workers compensation insurance as required by the State of New Hampshire.
 - c. **Comprehensive General Liability Insurance:** The Organization shall maintain comprehensive general liability insurance policy, which includes coverage for contractual liability, in an amount of no less than \$1,000,000 per occurrence.
 - d. **Motor Vehicle Insurance:** The Organization shall carry motor vehicle insurance to include bodily injury, property damage, and uninsured motorist, coverage in an amount of no less than \$1,000,000 combined single limit per accident.
 - e. **Insurance Certificate:** The Organization shall provide an insurance certificate confirming the above insurance coverage.
 - i. The provider shall file certificates with Rockingham County showing that the above insurance has been purchased. Include with proposal submission and use mail to: Rockingham County, attn. Commissioners Office, 119 North Road, Brentwood, NH 03833.
 - ii. A 30-day notice is required for cancellation and /or material change of coverage, and sent directly to the above mail to address.

10. **NOTICE:**

- a. The Board of Rockingham County Commissioners reserves the right to accept or reject any and all proposals or parts thereof, to accept the proposal which they deem to be in the best interest of Rockingham County and to waive any bid formality.
- b. Proposals are subject to public review and cannot be honored with proprietary, confidential, do not disclose, or any other restriction that conflicts with the New Hampshire Right To Know law.
- c. Information provided in these specifications is to be used only for the purposes of preparing a proposal detailing costs and services to be provided to Rockingham County. It is expected that each Organization will read these specifications with care. Failure to meet certain conditions may invalidate proposals.
- d. The information contained herein is believed to be accurate but should not be considered as warranted in any way.

- e. Rockingham County may award to multiple providers.
- f. Any changes to the specifications shall meet the approval of Rockingham County.
- g. Any variations (discounts and/or penalty clauses) that may affect the price, please specify in your proposal.
- h. Upon satisfactory completion of the work and or receipt of product, payment is subject to standard accounts payable process at Rockingham County.

DETAIL OF ITEM(S), SCOPE OF SERVICE(S), SERVICES

A. SPECIFICATIONS

Please refer to Attachment A.

B. PRICE SHEET

An itemized price proposal is required with submission unless otherwise noted.

C. MANDATORY SITE VISIT

N/A

ATTACHMENT A

SECTION I: INTRODUCTION AND BACKGROUND

A. INTRODUCTION

This is a Request for Proposal (RFP) issued by the Rockingham County Human Resources Department, for Workers’ Compensation Third Party Claims Administration and related claims management services. The County is interested in contracting with a qualified Vendor that will offer a three (3) year contract commencing on August 1, 2024 through June 30, 2027 and be committed to continuous improvement throughout the term of the contract.

The objectives in meeting the primary goals of the administration of Rockingham County’s (“The County”) Workers’ Compensation Program are to:

1. Comply with Labor Code statutes and rules & regulations applicable to Workers’ Compensation.
2. Implement a system of early intervention, control, and employee assistance.
3. Maintain a current and pro-active system of claim status, action planning, diary action and follow through that expedites claim resolution and minimizes cost.
4. Establish an effective relationship with the local medical community.
5. Develop a team approach to pro-active claim management.
6. Focus on return-to-work from claim inception.

B. BACKGROUND

The County currently self-funds its Workers’ Compensation claims which are managed by a Third Party Administrator (TPA). The TPA provides claims management, loss control, risk management information services and other related services to the County. The current TPA is the signer on a County bank account from which payments are issued for wage replacement (indemnity), medical, legal, permanency ratings and other claim expenses. The TPA invoices the County for its annual administrative fee on a quarterly basis. The administrative fee is a flat fee for claims management, loss control, legal defense, information systems, and other related services. The administrative fee is billed separately from claims costs.

Specific Excess insurance above a \$500,000 S.I.R., is currently placed with Safety National Casualty Corporation; USI is the broker.

The estimated fiscal year 2024 payroll is \$28,916,230.00, with the number of employees as follows:

The County employs approximately 473 full time and part time employees, 233 of those employees represented by a union, who are covered under Workers’ Compensation per RSA 281-A. County employees hold a myriad of jobs with different levels of risk exposure. The breakdown of the number of employees assigned to each Risk Code is:

Code	Description	Number of Employees
7720	Police Officers & Drivers	140
8803	Auditor, Accountant or Computer Designer or Programmer	5
8810	Clerical Office Employees	92
8820	Attorney – All Employees	19
8824	Retirement Living Centers – Health Care Employees	151
8826	Retirement Living Centers – All Other Employees	26
8832	Physician & Clerical	11
9015	Building or Property Management	28
9519	Electrical	1

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Payment Claims Total 2021

Expense:	\$ 97,623.25
Indemnity:	\$ 10,233.10
Medical:	<u>\$180,267.57</u>
Total:	\$288,123.92

Payments Claims Total 2022

Expense:	\$ 16,251.79
Indemnity:	\$ 12,429.53
Medical:	<u>\$125,790.60</u>
Total:	\$195,853.14

Payments Claims Total 2023

Expense:	\$ 28,172.88
Indemnity:	\$ 4,108.16
Medical:	<u>\$141,493.25</u>
Total:	\$173,774.29

Please refer to the County website (<http://www.rockinghamcountynh.org>) for detailed information about County government. In addition, the County's website contains a number of detailed financial reports.

C. PROPOSAL CONDITIONS FOR THE COUNTY

1. ADDENDUM

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled Bid Submission Deadline, the County shall post any Addenda on the County's website. Before submitting your Bid, check the site for any addenda or other materials that may have been issued that may pertain to this RFP. The web address is www.rockinghamcountynh.org.

2. ADDITIONAL INFORMATION

The County reserves the right to make a written request for additional information in writing from a Vendor to assist in understanding or clarifying a Bid response. The County reserves the right to reject any and all Bids, or any part thereof.

3. WAIVER OF MINOR IRREGULARITIES

The County reserves the right to waive minor irregularities in Bids. Such waiver shall in no way modify the RFP requirements or excuse a Vendor from full compliance with the RFP specifications and other requirements if the Vendor's Bid is selected.

4. COSTS FOR BID PREPARATION

The County shall not be held liable for any costs incurred by the Vendor in preparing or submitting a Bid.

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5. CHANGE OF OWNERSHIP

In the event that the Vendor should change ownership for any reason whatsoever, the County shall have the option of continuing under the contract with the Vendor, its successors or assigns for the full remaining term of the contract, continuing under the contract with the Vendor, its successors or assigns for such period of time as determined necessary by the County; or immediately terminating the contract without liability to the Vendor, its successors or assigns.

6. VENDOR'S RELATION TO THE COUNTY

In the performance of the contract, the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the County. Neither the Vendor nor any of its officers, employees, agents or members shall have the authority to bind the County or receive any benefits, workers' compensation or other emoluments provided the County to its employees.

SECTION II: SPECIFICATIONS FOR WORKERS' COMPENSATION THIRD PARTY CLAIMS ADMINISTRATION AND RELATED SERVICES

SCOPE OF WORK

The County is seeking to contract with one Vendor as its Workers' Compensation third party administrator (TPA) to provide the following services to the County: claims management, loss control, litigation management, risk management information services, Managed Care Services/Network, Medicare Secondary Payer mandatory reporting and other related Workers' Compensation services as described herein. Wage replacement (indemnity), medical, legal, permanency ratings and other specified claim expenses and/or fees including but not limited to surveillance, nurse case management, medical bill review, utilization review, or subrogation expenses shall be either paid by the TPA and then reimbursed by the County on a monthly basis, or the TPA shall become a signer on a County bank account from which payments are issued.

A. CLAIMS ADMINISTRATION

Claims Administration includes but is not limited to: claims adjusting services including compensability investigation, reserving practices, claim reviews, medical care and cost control, disability management, litigation management and payment control.

1. CLAIMS TO BE SERVICED

The Vendor shall offer pricing with respect to administering all Workers' Compensation claim activity generated by County employees beginning on August 1, 2024 for the proposed contract term and continuing thereafter until each claim is completely resolved (from "cradle to grave").

The County may elect to transfer responsibility for servicing these claims during or following the termination of the contract period. The Vendor shall handle claims from "cradle to grave", but the County reserves the right to transfer responsibility for any or all of the claim files at the time the contract terminates, or any time thereafter, if such a transfer would be in the best interest of the County. In the event of such a transfer, the Vendor shall pay to the County within thirty days of written demand, an amount equal to the then "market rate" for TPA claims runoff services, said market rate to be arrived at by good faith negotiations between the parties. Upon the election of the County to transfer responsibility, you agree to transfer all records to the County or the successor

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Third Party Administrator in a manner agreed to by the parties or in no more than 90 days of contract termination.

2. IMPLEMENTATION

- a. Implementation shall begin upon approval of the contract by the County Board of Commissioners for an effective date of August 1, 2024.
- b. The Vendor's implementation plan shall include the following:
 1. Implementation meeting(s) with the Human Resources Department personnel responsible for managing Workers' Compensation claims for the County, as well as with the Director of Finance. The meeting(s) shall be held at the County's Human Resources Department, or via Zoom, within thirty days of contract commencement. The meeting(s) will address the following topics: Workers' Compensation claim filings and procedures, loss prevention services, risk management information systems, financial and accounting services, and managed care services/network.
 2. Ensure that the Vendor's computerized risk management information system is available to the County users upon the effective date of the contract. During the course of the contract term and upon request by the County, Vendor will hold orientation meetings to train appropriate Human Resources personnel whenever a new version of the Vendor's IT claim reporting computer system is rolled out.
 3. Train Vendor staff on the County account and, upon request, attend meetings or tours of County worksites to become familiar with County operations, personnel and workplace exposures.

3. CLAIM REPORTING AND MANAGEMENT

- a. The County shall be able to report a claim to the Vendor via internet, telephone and/or fax twenty-four (24) hours a day seven (7) days a week.
- b. The Vendor shall be responsible for reporting claims to the NH Department of Labor and shall participate in the Central Index Bureau.
- c. All Workers' Compensation claims reported from 8/1/2024 to 6/30/2027 will be entered into Vendor's claim reporting system and assigned to an adjuster within one business day of report from the County. Note that the day following the date of receipt, issuance, or other required action is counted as the first day. All file activity shall be fully documented either by paper or electronically, and shall include the source of information and dates of activity.
- d. All claim files shall be available to the County for inspection, review, and/or claims audit with or without prior notice to the adjusting firm. It is understood and agreed that all files will remain the property of the County at all times.
- e. The TPA shall provide online capabilities allowing access to claims notes, claim detail, and electronic transfer of information including transmittal of Employer's Report.
- f. Proposals should include plans for providing information on individual cases as well as a description of the type and number of statistical reports to be provided. Among the reporting to be furnished are the claim loss information necessary to support preparation of the County's actuarial application, insurance renewal application, accident prevention analysis, annual self-insurance budget, monthly claims activity report, ad-hoc reports,

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queries of records, data analyses, and data downloads as needed. The County desires access to the claims system to make data queries. In accordance with “cradle to grave” claims handling, the Vendor shall continue to provide all required reports until claims are fully resolved. All reports, including ad-hoc reports, shall be provided to the County within five (5) business days of request.

- g. Department of Labor Reporting: Vendor shall prepare data and forms necessary for the completion of the requisite regulatory filings including self-insurance renewal Questionnaire.

4. MEDICARE SECONDARY PAYER

- a. With regard to claims services by the Vendor, identify those individuals who are eligible to receive Medicare benefits and/or whom Medicare Secondary Payer (MSP) requirements apply. The Vendor will be designated the County’s agent for the purpose of mandatory reporting under the Medicare and Medicaid Extension act of 2007 (MMSEA) and related regulations. The Vendor shall be responsible for the following:
- b. Accurately and timely submitting required reports including without limitation reports under the (MMSEA), specifically Section 111, and any regulations that the federal government may issue pertaining to the MMSEA, using the appropriate Responsible Reporting Entity (RRE) identification number.
- c. Promptly provide missing data and/or corrections to the US Department of Health and Human Services for Medicare and Medicaid Services (CMS) if inaccurate or incomplete data is submitted and make responsible staff available to CMS for inquiries.
- d. Vendor will bear financial responsibility for any fines levied by CMS on the County or the Vendor for failure to follow the requirements.

5. INVESTIGATION

All claims, including medical only and lost time claims, shall be investigated to determine compensability and include contact with the applicable agency personnel to verify accident details and resolve compensability issues.

Lost time claims will require additional contact requirements as detailed here:

- a. For all “appropriate” continuous lost time Workers’ Compensation claims, the Vendor will contact or make “reasonable attempts” to contact the following individuals within the following parameters:
 - Unless represented by an attorney, contact with the injured worker within one (1) business day of report of the claim by the County and request a recorded statement.
 - Contact with the appropriate staff at the County within one (1) business day of report of the claim by the County.
 - Contact with the injured worker’s treating physician within two (2) business days of the report of the claim by the County.
 - Contact with relevant witnesses to verify accident details within two (2) business days of notice of existence and request a recorded statement.
- b. All actual and attempted contacts will be documented by the TPA.

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- c. "Reasonable attempts" are defined as written documentation, posted in the electronic file of Vendor's attempts to contact the injured worker, employer, treating physician and witnesses.
- d. "Appropriate" is defined as cases with continuous lost time at the time of report that exceed the new Hampshire statutory waiting period of three (3) days, per RSA 281-A:22.

6. FRAUD PREVENTION

When appropriate, activity checks and/or surveillance shall be conducted by Vendor or Vendor's designee.

7. CLAIM ACCEPTANCE OR DENIAL

The Vendor shall be responsible for filing claims with the NH Department of (DOL).

- a. Vendor will accept or deny a claim that exceeds the New Hampshire three (3) calendar day waiting period within 14 calendar days from the first day of disability whichever is sooner. This standard is held in abeyance if the claim is reported less than five (5) business days prior to the compensability due date. Vendor will mail a letter of denial within 21 calendar days of receipt of claim to all appropriate parties: injured worker, attorney if injured worker is represented, employer and treating physician.
- b. If a claim is determined to be compensable, a first payment shall be issued on or before the 14th business day of disability or earlier, if statute so provides if special circumstances warrant delivery prior to the 14th business day. Vendor shall send notification of payment issued to County.
- c. If a denial of compensability is in order, prompt and legally sufficient details of such denial shall be made to all the appropriate parties within 21 calendar days from receipt of claim. Vendor shall contact the County advising of the Vendor's intention to deny prior to issuing written notice to the employee. All denials shall be followed by timely administrative filings and a vigorous defense of non-meritorious claims.

8. FINANCIAL/ACCOUNTING

- a. A financial account shall be maintained for the purpose of paying benefits that may be due on the claims, if this is the method of payment agreed upon. The amount that will be maintained in the financial account shall be determined by both parties and confirmed by written document or letter.
- b. Vendor must provide access to a copy of all checks, vouchers, or warrants drawn by the Vendor to pay benefits on County claims. A check register shall be provided for each claims check run processed.
- c. A check/voucher register of all transactions made for the period shall be provided by the Vendor. It shall contain all information as determined by the County to be necessary.
- d. At the sole discretion of the County, there may be an annual/yearly financial audit of the financial account to ensure integrity.
- e. Penalties that are incurred due to no fault of the County shall be reimbursed to the County by the Vendor within thirty (30) days of payment of penalty.
- f. Payments shall be processed with an effective duplicate payment system that includes a re-check system for overlapping service dates ranges, similar amounts paid for similar dates, and with Vendor entry controls to eliminate duplicate Vendors.

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9. SUBROGATION

The Vendor must provide subrogation services to recover costs from third parties (responsible persons, agencies, insurers, and/or their agents) responsible for employees' injuries up to the point of necessitating legal counsel. The Vendor will give prompt notice to the County for each case indicating a potential for subrogation.

Subrogation efforts on injuries in which there is also property loss to the County shall be coordinated by the TPA with the County and/or the County's Liability program as appropriate. Subrogation notices and action against another party require the advance authorization from the County. If subrogation action develops problems or unreasonable delays, the matter is to be referred to and reviewed by the County's Risk Management provider for referral to County designated counsel for legal action.

10. RECOVERY AND EXCESS INSURANCE

The TPA shall prepare and submit information to the County's excess insurance carrier regarding claims that exceed the limits of self-retained workers' compensation liability, and comply with all of the excess insurance carrier's reporting and notice requirements. The TPA shall also endeavor to recover costs where there are applicable sources for liens, credits, and contributions.

11. SERVICE PRICING/COST INFORMATION

While the County maintains the right to contract separately for cost containment or other services, the County requests pricing information, if applicable, for Vendor in-house services as listed below:

- a. Medical Case Management (1. Telephonic; 2. On Site)
- b. Fee Schedule Review
- c. Utilization Review
- d. Investigation
- e. Records Services
- f. Disability Management/Return to Work
- g. Legal Counsel; Hourly Rate and Charges

Additionally, please provide detailed pricing for all aspects of the requirements submitted as an annual contract price for each year of services as well as pricing for each task that would be implemented separately, if not included in the annual contract price:

- a. Claim Conversion Cost
- b. Data System Access Cost
- c. Claim Storage Cost
- d. CMS Reporting Cost
- e. Training Cost
- f. Managed Care Services/Network

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12. COST CONTAINMENT

Several ancillary services may be needed to proactively administer a self-insured Workers' Compensation program, including medical case management, utilization review, preferred providers and organizations, and medical bill review. The County retains the right to be involved in the selection of these service providers independent of the contract for TPA services. The County expects the TPA to fully cooperate with these providers to achieve efficient and effective results. Proposals should address this. As or if other providers are identified whose services may be of benefit to the County, the TPA is expected to cooperate with the County in investigating and implementing such selected services.

13. MEDICAL MANAGEMENT

The Workers' Compensation system is complicated and structured. The TPA must take an active role in helping the employee by promptly answering questions and giving courteous and clear answers and direction. The County is also involved in this process. The proposal should include the services the TPA will provide in educating and directing individual employees in how the system works - what they must do to receive the benefits, and achieve claim resolution.

14. CLAIMANT SUPPORT/LITIGATION

The proposal must describe how the TPA will support the County's management function of selecting legal representation and managing litigation, including a description of the roles the TPA and the defense attorney fill. The County reserves the right to approve any and all legal counsel.

The County seeks to obtain costs associated with implementing a Managed Care Services program. Please include a financial outline of the cost for these services. The County reserves the right to decline to consider implementation of a Managed Care Services program and as such would not waive other provisions of this proposal.

B. MANAGED CARE SERVICES

1. The Vendor shall make available to the County a network of medical care providers and medical centers contracted by a managed care program to render services to employees on Workers' Compensation. The network shall be approved by the Commissioner of Labor as provided in RSA 281-A:23-a and comply with Lab 700. The network shall ensure that injured employees have access to prompt, efficient and quality medical care providers and specialists. The medical providers and centers shall be currently licensed and credentialed in the State of NH. The network should provide coverage throughout the State of NH and the Vendor shall administer and enforce participation in accordance with RSA 281-A:23-a.
2. The managed care services shall include:
 - a. Qualified injury management facilitators, case managers and rehabilitation managers either employed or contracted by the Vendor or managed care program. Including medical and disability case management with registered nurses case managers and/or other medical personnel with experience in occupational medicine. Nurse case managers assess injury severity, medical treatment plans, functional abilities and physical job requirements, establishing case-specific return to work plans. Nurse case managers may accompany

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- injured employees to doctor's visits and may contact injured employees to discuss treatment plans and return to work plans.
- b. Referral to appropriate medical providers within network in accordance with RSA 281-A:23-a and Lab 700 Managed Care Programs in Workers' Compensation.
 - c. Medical bill review – Review and adjustment of medical bills for compliance with fee schedules, usual and customary limitations, treatment plans and clinical logic, as well as jurisdictional rules and requirements regarding medical necessity, casualty, and precertification; includes adjustments negotiated with providers regarding particular charges and elimination of duplicate bills, bills for non-covered services and bills disallowed through peer review.
 - d. Utilization Management pre-certification review – initial request for medical services to determine medical necessity and appropriateness; Utilization Management Extension review – subsequent review for further certification of treatment or service beyond that which has already been certified. Review for necessity of extended service during hospitalization or the extended necessity of outpatient treatment; Utilization Management non-clinical review – Data collection and processing certain medical services to identify treatment exceeding standards of practice; Utilization Management retrospective review; and Utilization Management consultation – proving recommendations regarding the medical appropriateness of treatment request.
 - e. Case management of employee in-patient or outpatient medical care on all lost time cases, and medical only cases if treatment extends more than ninety (90) days after injury and/or employee is working with physician imposed restrictions.
 - f. Pharmaceutical cost management measures.
 - g. Written medical reports shall be aggressively pursued and obtained from the treating physician and/or other medical practitioners for the status of the worker's injury and for use in conjunction with medical bills screening, and file preparation pending hearings and/or appeal.

C. DISABILITY MANAGEMENT/MODIFIED DUTY AND ALTERNATIVE WORK

Modified duty and/or Temporary Alternative Work shall be evaluated and discussed with the employer by the Vendor. All opportunities shall be confirmed and detailed in written correspondence by the Vendor, supplied to the physician, and copied to the employer contact, if available. Vendor shall inform the provider of modified duty opportunities prior to the employee's medical appointment where disability status will be assessed. Vendor shall follow the provisions of RSA 281-A:23-b for temporary alternative work opportunities for County employees.

1. The Vendor shall arrange for the best medical care necessary to treat and cure injury or illness to County employees claiming Workers' Compensation benefits. The Vendor shall provide the employer with a list of physicians/medical providers' utilized and possessing experience in industrial medicine and managed care concepts within thirty (30) days of contract inception and annually thereafter. Vendor shall manage physicians/medical providers in the network on an ongoing basis to ensure standards are met.
2. The service team must promote a team approach to mitigate disability through use of continual follow-up contact with the injured worker, employer and physician at intervals consistent with the injury and estimated length of disability to establish a return-to-work target date. Personnel

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utilized must possess expertise and licensing necessary to effectively discuss diagnosis, prognosis and extent of disability with treating physicians. Board Certified physicians are preferred.

3. The treating physician must be provided with a complete job description detailing essential tasks and responsibilities required. If none are available from the County department, or in a form insufficient for medical comment on disability and return to work, the Vendor will take whatever measures are necessary to detail essential tasks and job requirements. The physician shall be requested to facilitate an objective evaluation of the injured worker's ability to return to work. When necessary, the Vendor will videotape the job and provide it to the physician.
4. The Vendor must provide **technical assistance** to the employer in the development of task analysis for transitional and/or modified jobs when requested by the agency employer and approved by the employer. If an offer of physician approved Temporary Alternative Work is refused by an injured employee, the Vendor must confer with the County prior to requesting termination or reduction of benefits.
5. Independent medical examinations shall be conducted consistent with RSA 281-A: 38, and Lab 700 where questions of disability, causal relationship, need for surgery and/or existing treatment or where reports of treating physician are not forthcoming. Vendor must be willing to enforce RSA 281-A:39 if County employees on Workers' Compensation refuse to submit to an examination.
6. When appropriate, activity checks and/or surveillance shall be conducted consistent with length of disability and/or when the injured worker is suspected of exaggerating or prolonging disability. Persons or companies conducting activity checks and/or surveillance must be licensed and bonded.
7. If an offer of physician approved Temporary Alternative Work is refused by an injured employee, the Vendor shall notify the County prior to requesting termination or reduction of benefits per RSA 281-A:48.

D. VOCATIONAL REHABILITATION

Shall be provided per the provision of RSA 281-A:25, RSA 281-A:68, and Lab 500. Vocational rehabilitation involves job placement, job analysis aptitude testing and vocational counseling services.

E. LITIGATION MANAGEMENT

The Vendor may utilize in-house or outside counsel that meets the Vendor's quality control standards and agrees to accept the Vendor's litigation management plan and billing rates or fee schedule. The County reserves the right to approve the Vendor's choice of legal counsel for representation in hearings or appeals.

The Vendor shall ensure that all cases are properly prepared prior to conference, hearing or trial, including but not limited to the following:

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1. Notify the County of the scheduled hearing/appeal date and discuss whether employer representation is necessary. The County representative may attend hearings, conferences, appeals or trials concerning a County employee unless there are bona fide privacy concerns. Upon request of the County or legal counsel the Vendor's claims representatives shall attend hearings.
2. Have available all necessary lay and professional witnesses or their depositions prior to formal hearing or trial.
3. If contested issues involve extent of disability and/or permanency, have medical reports and opinions and witnesses available and ready for testimony or deposition, depending on the statute requirements.
4. The Vendor shall notify the County in writing of hearing and appeal outcomes, preferable with a report from assigned counsel, and make recommendations regarding the merits of appealing outcomes.

F. LOSS CONTROL SERVICES

The Vendor's designated Loss Control Services personnel shall work closely with the County to tailor an effective loss control program. The Vendor shall focus on reducing loss frequency, severity and related costs while complying with the provisions of RSA 281-A:64. The Vendor shall work with the County to identify actual and potential sources of loss and offer recommendations, information and training to assist the County in reducing its loss frequency, severity and related costs.

1. CONSULTATION STANDARDS. The Vendor or its designated vendor shall provide the following services, as needed:
 - a. Assist the County with development of temporary alternative work.
 - b. Assist the County with the joint loss management committee by making loss control staff available to attend.
 - c. Review of actual and potential exposures, hazard analysis, and fact-finding, broken down by employer departments.
 - d. Comparison to appropriate industry benchmarks.
 - e. Loss control surveys which reveal an immediate danger to employees shall be reported within 24 hours to the County. The Vendor will work with the County to prioritize and target higher risk loss exposures and then develop targeted loss control programs.
 - f. Standard industrial hygiene services as follows: The County shall report claims or potential claims that are directly related to an occupational illness exposure or uncontrolled exposure that needs testing, such as indoor air quality, solvents and dust, noise and vibrations, water incursion into buildings and radiation. The hygienist shall go on site to collect and analyze samples and then issue a written analysis and recommendation.
 - g. Workstation assessments by a consultant trained in ergonomics and submission of recommendations to reduce exposure to cumulative trauma disorders with existing or potential Workers' Compensation claims.
 - h. Safety and loss control training materials, safety literature and posters.
 - i. Access to webinar trainings.
 - j. The Vendor shall provide a combination of on-site, telephonic and web-based safety consulting.

Finalists in the selection process may be asked to participate in a site visit.