



**ADMINISTRATION & FINANCE
PURCHASING DIVISION
CITY OF WORCESTER, MA
455 MAIN STREET
ROOM 201, CITY HALL
WORCESTER, MA 01608
(508) 799-1220**



**Christopher J. Gagliastro, MCPPO
Purchasing Agent**

**RFP NO. CR-7469-W1
ISSUANCE DATE: 9/21/2020**

BUYER: Christopher J. Gagliastro

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
REQUEST FOR PROPOSALS
NOTICE TO PROPOSERS**

RFP TITLE: Administration & Management – Workers Compensation & IOD / Human Resources

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions:

All proposals are subject to the terms, conditions and specifications herein set forth:

- 1. Scope: Provide administration and management services for workers compensation and injured on duty as per the attached requirements and specifications of the City of Worcester Executive Office of Human Resources for a period of three years from November 1, 2020 through October 31, 2022. This contract may be renewed for a third and final year, at the current rates, and at the sole discretion of the City.**
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.
3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: 4, 27
4. A performance bond in the amount of N/A will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages.

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division and are to be in duplicate. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

**Christopher J. Gagliastro, MCPPO
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov**

5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
6. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Proposer" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
 - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B, and shall remain confidential until the time specified in c.30B section 6 (d).
8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge,

compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

11. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
12. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
17. A vendor conference will be held as follows: N/A
18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
 - A) PUBLIC LIABILITY INSURANCE - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$ 1,000,000.00 on account of one accident.

B) PROPERTY DAMAGE INSURANCE - Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$ 2,000,000.00 on account of all accidents.

C) COMPENSATION INSURANCE - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.

20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.
22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.
23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.
28. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve month period ending June 30 of each

year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.

29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.
31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the vendor in the absence of such assignment.
32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.

35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the evaluation requirements before considering costs. *Therefore, no reference to pricing may be made in the proposal of evaluation considerations.*

A sealed package containing **the original and 3 copies** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Administration & Management – Workers Compensation & IOD / HR – Technical Proposal

455 Main Street, Room 201
Worcester, MA 01608

Re: **RFP No. CR-7469-W1**

A sealed package containing **the original copy** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Administration & Management – Workers Compensation & IOD / HR – Price Proposal

455 Main Street, Room 201
Worcester, MA 01608

Re: **RFP No. CR-7469-W1**

Cost proposal pages are located at end of specifications

Proposals must be delivered no later than Wednesday, October 14, 2020 at 10:00 AM LOCAL TIME. *Late submissions will be rejected, regardless of circumstances.* The City of Worcester is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

RFP EVALUATION

39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) **HIGHLY ADVANTAGEOUS** - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) **ADVANTAGEOUS** - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) **NOT ADVANTAGEOUS** - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) **UNACCEPTABLE** - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If an Individual or Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Email _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership, Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____ Qualified in Massachusetts? Yes _____ No _____

Principal Place of Business _____

Street

P.O. Box

City/Town

State

Zip

Email: _____

Telephone No. _____

Place of Business in Massachusetts _____

Street

P.O. Box

City/Town

State

Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street

P.O. Box

City/Town

State

Zip

Place of Business in Massachusetts _____

Street

P.O. Box

City/Town

State

Zip

Telephone No. _____

NOTE:

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER

TITLE

DATE

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print)

Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

CITY OF WORCESTER



REQUEST FOR PROPOSALS WORKERS' COMPENSATION AND INJURED ON DUTY CASE ADMINISTRATION/MANAGEMENT

The City of Worcester is seeking competitive sealed proposals for Workers' Compensation and Injured on Duty Administration/Management services from qualified third party administrators who have experience and expertise working with Massachusetts governmental subdivisions. The City intends to award a contract to be effective for the period commencing November 1, 2020 and ending October 31, 2022. The contract may be renewed for a third and final year, at the same rates, and at the sole discretion of the City. The City shall make this determination on extending near the end of the current term.

I. BACKGROUND

Approximately 6,959 city employees are covered by workers' compensation (M.G.L. Chapter 152) and approximately 844 public safety employees are covered by injured on duty (M.G.L. Chapter 41, §§ 100 and 111F).

The following chart summarizes the city's workers' compensation claims for the last 5 fiscal years:

City Claims	FY20	FY19	FY18	FY17	FY16
Indemnity	62	54	98	70	77
Medical	136	173	193	142	168
Precautionary	252	249	307	252	285
Totals	450	476	598	262	530

The following chart summarizes the city's injured-on-duty claims for the last 5 fiscal years:

City Claims	FY20	FY19	FY18	FY17	FY16
Indemnity	65	57	63	53	64
Medical	54	54	45	28	37
Precautionary	119	67	58	153	152
Totals	238	178	166	234	253

The following chart summarizes the city's medical expenditures on work related injury claims for the last 5 fiscal years:

City Claims	FY20FY16	FY19	FY18	FY17	FY16	FY12
Workers' Comp	\$1,066,212	\$1,298,227	\$1,658,598	\$1,210,211	\$1,362,041	
IOD	\$669,695	785,119	635,544	604,592	\$609,229	\$389,074

Of the total workers' compensation claims, public school employees make up approximately 60%; public works employees, 30%; and all other employees make up the remaining 10%. As of June 30, 2020, the city had a total of one hundred and forty-four (144) open workers' compensation claims: one hundred and twenty-seven (127) indemnity claims and eleven (11) medical claims.

As of June 30, 2020, the city had a total of open Injured on Duty claims: forty-eight claims and medical claims.

II. SCOPE

The City's objective is to provide high-quality, cost effective workers' compensation/injured on duty administration and case management services for its employees in accordance with the Massachusetts General Laws and corresponding regulations, to include the administration of existing and future workers' compensation cases/injured on duty claims and loss control services. The City will continue to act as a self-insurer. Legal Services will continue to be provided by the City of Worcester.

III. EVALUATION CRITERIA

A. Minimum Criteria

Any Proposer submitting a proposal must satisfy all of the minimum criteria noted below. Proposals shall include information demonstrating compliance with each of these criteria.

- Bidder must be in the business of administering/managing of workers' compensation cases/injured on duty and have ten (10) years of experience in such business.
- Bidder must have successful experience with Massachusetts municipal workers' compensation/injured on duty business and have a minimum of four (4) current Massachusetts municipal accounts with public employers employing a minimum of 500 employees.
- Bidder must demonstrate that their company is financially and organizationally sound and provide 3 years of audited financial statements.
- Bidder must demonstrate knowledge of Massachusetts General Laws and must be able to perform the services required in Section IV. **Please list each item by number and provide a detailed explanation of each.**
- Bidder must be able to meet monthly with Human Resources to go over the full case load. Necessary in those meetings is the claims adjuster. Upon request of the City, the nurse case manager and/or and project manager for the City of Worcester contract must also participate in such meetings. The platform and/or format of such meetings (in person, phone conference, video conference, etc.) shall be determined by the City.
- Bidder must be able to speak to Human Resources on any given work day to discuss issues with any case. This discussion can be in person, phone or virtual.
- Bidder must have a computerized file system that allows the Bidder and the City to access workers' compensation and injured on duty claim files, including notes, injury records, medical bills and reports, payments and employee contact information. The computerized file system must have the capability of generating reports regarding claims and payments, as requested by the City.
- ***Proposals that do not meet the minimum criteria will not be considered for further evaluation.***

B. Comparative Criteria

Proposals meeting the minimum criteria will be further evaluated based on the comparative criteria noted below. Proposals shall include a narrative and other information demonstrating the proposer's experience and knowledge with respect to these criteria.

Proposals will be rated on the following criteria as Highly Advantageous, Advantageous and Not Advantageous

1. Proposer must be in the business of administering/managing workers' compensation cases / injured on duty. Proposers with more relevant experience will receive a higher rating.

More than 15 years together (at least seven years each)	HIGHLY ADVANTAGEOUS
Between 10 and 15 (less than seven and half years each)	ADVANTAGEOUS
Minimum of 10 years combined	NOT ADVANTAGEOUS

2. Proposer must have successful experience with four (4) or more current Massachusetts municipal accounts employing the following number of employees.

1000 or more employees	HIGHLY ADVANTAGEOUS
500 - 1000 employees	ADVANTAGEOUS
500 employees or less	NOT ADVANTAGEOUS

3. Proposer must demonstrate the ability to perform the services listed in Section IV. This ability shall be presented in the form of a Plan of Services which describes how the proposer will conduct the services listed in the City Section IV.

Proposed plan of services is thorough and consistent with the project intent and responds to all needs expressed by the City in this area. The plan is clearly explained in detail and provides for highest quality performance.

HIGHLY ADVANTAGEOUS

Proposed plan of services is adequate and somewhat consistent with the project intent and responds to some of the needs expressed by the City in this area.

ADVANTAGEOUS

Proposed plan of services is not adequately detailed and/or lacks consistency with the City's programs.

NOT ADVANTAGEOUS

4. Proposer must have a computerized file system and established procedures to monitor and ensure that workers' compensation and injured on duty claims, medical bills and reports are reviewed and processed in a timely, accurate and thorough manner.

Provider is able to document, through reports or reference, that clients have experienced significantly reduced costs due to the effectiveness of these procedures. The provider must show actual examples of experienced reduced costs showing original cost with the deductions broken down by line item.

At least 25 - 50% of clients have experienced reduced costs. - **HIGHLY ADVANTAGEOUS**

Between 5 – 25% of clients have experienced reduced costs. - **ADVANTAGEOUS**

Proposer does not have an adequate computerized file system and has no established procedures to monitor and ensure that workers compensation and injured on duty claims, medical bills and reports are reviewed and processed in a timely manner. - **NOT ADVANTAGEOUS**

5. Proposer must be able to track expenses per fiscal year whether or not the claim is in prior fiscal years.

All expenses will be tracked by fiscal year	HIGHLY ADVANTAGEOUS
Some expenses will be tracked by fiscal year	ADVANTAGEOUS
Expenses cannot be tracked by fiscal year	NOT ADVANTAGEOUS

6. Proposer must have extensive experience with MA General Laws Chapter 41 41 §§ 100 and 111F.

More than 10 years' experience	HIGHLY ADVANTAGEOUS
Between 5 and 10 years' experience	ADVANTAGEOUS
Less than 5 years' experience	NOT ADVANTAGEOUS

7. Proposer must provide a designated senior level claims adjuster on site at the City of Worcester Human Resources Department daily for the sole purposes of the administration of the Injured on Duty claims (IOD) and fitness for duty matters. The experience of this adjuster is paramount to the success of the City's program. Therefore, proposals that provide for an adjuster with the most experience will be rated higher.

Adjuster with four or more years' experience with IOD in the State of Massachusetts
HIGHLY ADVANTAGEOUS

Adjuster with two to four years' experience with IOD in the State of Massachusetts
ADVANTAGEOUS

Adjuster with less than two (2) years' experience with IOD in the State of Massachusetts
NOT ADVANTAGEOUS

IV. SERVICES REQUIRED

A. WORKERS' COMPENSATION AND INJURED ON DUTY

1. Process all workers' compensation and injured on duty claims reported by the City of Worcester. Claims to be processed to conclusion.
2. Must have the ability to track all data separately for workers compensation and injured on duty. The data must also be tracked by fiscal year (July 1-June 30th)
3. Comply with all requirements of the Massachusetts Division of Industrial Accidents and Massachusetts General Laws Chapter 41 §§ 100 and 111F.
4. Preparation of vouchers for all payment of compensation and supplemental benefits. These will be forwarded to the City of Worcester for payment.
5. Payment of all medical benefits and other expenses in accordance with the prevailing Massachusetts Rate Setting Commission rates unless otherwise instructed by the City of Worcester.
6. Maintain contact with medical providers and coordinate medical care, second opinions, and rehabilitation services. Confer with Human Resources prior to commencing the utilization review process.
7. Preparation of quarterly reimbursement requests for supplemental benefits paid under the provisions of M.G.L. Chapter 152, § 34B.
8. Meet with representatives of the City as requested to review open claims and to review reporting and administrative procedures designed to establish the most efficient flow of information.
9. Prepare pertinent files for litigation and cooperate with designated attorneys.
10. Track payments on each claim and request reimbursement from insurers if applicable.
11. Work with and train supervisors/managers of the City of Worcester on protocols for incident claims reporting, maintaining contact with injured employees in order to track progress, to return them to work safely and expeditiously.
12. Review any recommended lump sum settlements with the City of Worcester Human Resources Office prior to discussion with other parties. (Approval of lump sum settlement is retained by the City.)
13. Provide for secure on-line access for inquiry, update, reporting of detailed account information to the City of Worcester for designated HR representatives. This access should include module access to claim notes for HR representatives' communication with claim adjuster and/or nurse.
14. Provide monthly computerized loss runs showing claims, descriptions, compensation payments, medical payments, recommended reserves, and other appropriate data. Loss runs should indicate department. Prepare at request pertinent claim reports such as claim counts, lost time, general data reports, injury type reports, etc.

15. Prepare liability reports for annual City Audit process including present and future values of each workers' compensation case.
16. In providing the above services the bidder shall:
 - a. Provide professional advice and guidance on all matters of workers' compensation and injured on duty benefits.
 - b. Receive first reports of workers' compensation and injured on duty benefits.
 - c. Post and number and track each report and provide reports to designated departments and upon request by an HR representative
 - d. Analyze every first report for facts, consistency, completeness and clarity.
 - e. Respond to the Claim within the allotted time as outlined in collective bargaining agreements.
 - f. Establish points of contact with applicable department for witness statements and injury confirmation.
 - g. Work with the Human Resources Representatives in making determinations for all injured on duty cases.
 - h. Confirm as lost time or no lost time.
 - i. Establish claim status for payment or non-payment pending further review.
 - j. File all necessary documents on behalf of the City of Worcester with the Massachusetts Industrial Accident Board.
 - k. Review contested claims with the Human Resources Department of the City of Worcester.
 - l. Prepare individual document file on each claim.
 - m. Review all no lost time incidents for potential medical liability.
 - n. Request medical reports from treating medical providers.
 - o. Confirm whether the claimant has returned to work after the fifth day of the date of injury.
 - p. Execute first payment vouchers for disability compensation as determined under Chapter 152. Provide timely documentation to the City for indemnity payments in the form of stop/start letters.
 - q. Review with utmost care all medical bills. Authenticate each as related to the incident

pursuant to Chapter 152. Process all medical, expense, and other related payments timely.

- r. Authenticate medical payment rates pursuant to Massachusetts Rate Setting Commission, Chapter 6A.
 - s. Coordinate independent medical examinations.
 - t. Assure medical appointments are kept and reports submitted are timely and complete.
 - u. Review each claim with respect to appropriateness of treatment.
 - v. Establish reserves for estimated future contingencies.
 - w. Provide adjustment and settlement recommendations to the City of Worcester.
 - x. Maintain close association with the City's legal counsel. Assure counsel's files are current.
 - y. Continue all above until each case is closed.
 - z. Prepare detailed monthly experience reports.
 - aa. Report to the self-insurer each month on the type and frequency of work related incidents by each department.
 - bb. Report to the self-insurer each month on the cost of all work related incidents by each department.
 - cc. Prepare, each quarter, a comprehensive written review of every open case, with recommendations for specific action on each case.
17. Provide a designated senior level claims adjuster available on site at the City of Worcester Human Resources Department daily for at least 40 hours per week between the hours of 8:30 a.m. and 5:00 p.m. for the sole purposes of the administration of the **Injured on Duty claims**.
- a. Claims adjuster must be able to establish important professional relationships with area physicians including the City physician.
 - b. Claims adjuster must be able to schedule "fit for duty exams" for city employees as requested by the Director of Human Resources. Claims adjuster must be able to provide information to the City physician and or his staff verbally and in writing for these particular exams.
 - c. Claims adjuster must work as a team member of the City of Worcester Human Resources Department as much as possible.
18. Provide access to the City of Worcester representatives and Legal Counsel to the case management data base utilized to administer all work-related injury claims of the City of Worcester.
19. Provide nurse case management services for workers' compensation claims and Injured on duty claims as requested and approved by the Human Resources Department.
20. Responsible for compliance with Centers for Medicare/Medicaid Services (CMS) as defined by Medicare/Medicaid laws, Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA). Provide the Human Resources Department with recommendations for claim resolution.

21. Arrange for surveillance/private investigations services per request by the Human Resources Department.

B. SERVICES REQUIRED-LOSS CONTROL

1. Assist with the implementation of policies, procedures, requests for the establishment of a loss control program and standards.
2. Provide written loss control recommendations, including – a review and analysis of accident.

V. ADDITIONAL DATA TO BE SUBMITTED WITH PROPOSALS – please list by number in the proposal response

1. A list with the name, address, telephone number and contact person's name for a minimum of four (4) Massachusetts municipal accounts serviced by the bidder. Please include the municipality's number of covered employees, years of service provided, and the number of new and open claims handled per year. (large size municipal references preferred)
2. List at least two former clients, for whom the firm's services were provided within the last five years, including number of covered employees, years of service provided, and the number of new and open claims handled per year.
3. Detail significant results attained for three current/past clients in Massachusetts over the last five years including achievements and savings.
4. Provide an organizational chart of those individuals who would be involved in providing services to the city.
5. List the qualifications and experience of key personnel who will be responsible for claims management and loss control activities. Please identify their function and availability to the city and detail their qualifications, relevant past experience, education, training, etc.
6. If any portion of the bidder's work is to be subcontracted, please identify including a description of services, qualifications, and capabilities of the subcontractor. ***(DO NOT show fees or pricing except in the appropriate price proposal.)***
7. Outline how the firm would transition existing cases.
8. Describe the firm's handling procedures and protocols for case management, Claims Investigation, utilization review, document retention and other services.
9. List the steps that are taken to assure prompt, accurate payments of wages and medical bills.
10. Describe claim procedures/business practices for medical only, report only and lost time claims.

11. Describe the process taken to ensure decisions and actions on claims are made in a timely manner including any diary system and quality review procedures.
12. Describe the provisions for prescription drug and medical equipment services.
13. Explain how the bidder's services will reduce the city's workers compensation and injured on duty medical and indemnity costs.
14. Describe the procedures used to maintain contact and communication with the injured employee, their supervisors, doctors, and the Human Resources Office, up to and including the return to work process. Please include sample communications.
15. State the average caseload for your claims adjudication staff (at any given time). Specify medical-only vs. lost time claims and specify supervisors vs. claims adjusters.
16. Explain and provide samples of monthly, quarterly, annual, and YTD reports available to the city.
17. Description of nurse case management and/or medical case management services, including the procedures for assigning such services and the costs for such services. The City of Worcester will not approve nurse case management or medical case management for all claims.
18. Explain the process for paying medical bills using the Department of Industrial Accidents' rates; determining when different rates should be utilized; and how rates may be negotiated.

VI. ADDITIONAL TERMS AND CONDITIONS

1. All claim files belong to the City of Worcester.
2. Given proper and reasonable notice, the City of Worcester reserves the right to inspect files on the Administrators' premises.
3. Legal services will continue to be provided by the City of Worcester.
4. ***The City reserves the right to award the contract to two separate vendors if it's in its best interest: One contract to administer workers' compensation and the other to administer injured on duty services. The City is requesting price proposals for both Workers' Compensation and Injured on Duty sections of the price proposal. See price proposal pages.***
5. Independent Contractor: The successful bidder must certify that he / she is not an agent or employee of the City and is not authorized to act on behalf of the City of Worcester.
6. Sub-Contractors: Bidders shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Worcester.
7. Return of Property: Upon termination, Contractor shall immediately return to the City of Worcester without limitation, all documents, plans, drawings, tools and items of any nature whatsoever, supplied to the Contractor by the City of Worcester or developed by the Contractor in accordance with this Contract.

PRICE PROPOSAL

TO BE SUBMITTED UNDER SEPARATE COVER AS PER
SUBMISSION REQUIREMENTS CONTAINED HEREIN
ALL PRICING SHALL REMAIN FIRM FOR THE ENTIRE
CONTRACT TERM

In considering the most cost effective method to administer workers' compensation and injured on duty claims management, the city requests that proposers include two separate methods of pricing their services: A) based on a flat annual cost; and B) based on a per case cost. Price proposals must be inclusive of all services required and outlined in Section IV*.

The City will award to the lowest cost price proposal that is determined to be the most advantageous.

A. Pricing Based on Flat Annual Fee for Services:

1. Workers' Compensation: _____

2. Injured on Duty: _____

(includes one full time employee employed by the Vendor but assigned to the City of Worcester Human Resources office)

The bidder must disclose the costs of all services which it will perform at an additional cost to the City of Worcester to manage claims, medical case management, medical evaluations, utilization review, investigation, loss control, etc. Any additional costs not covered in the prices stated above must be submitted in a list of supplementary services. Please include a method to determine an average annual cost of these supplemental services based such as an industry average annual usage based on the city's 2019/2020 caseload.

PRICE PROPOSAL - Continued

TO BE SUBMITTED UNDER SEPARATE COVER AS PER
SUBMISSION REQUIREMENTS CONTAINED HEREIN

In considering the most cost effective method to administer workers' compensation claims management, the city requests that proposers include two separate methods of pricing their services: A) based on a flat annual cost; and B) based on a per case cost. Price proposals must be inclusive of all services required and outlined in Section IV*.

The City will award to the lowest cost price proposal that is determined to be the most advantageous.

B. Pricing based on a Cost per Case Basis:

1. <u>Workers' Compensation (only):</u>		
a. Indemnity Cases	+	\$ _-----
b. Medical Only Cases		\$ _-----
	+	
c. Report Only Cases		\$ _-----
Total All Items (a.b.c.)	=	\$ _-----
2. <u>Injured on Duty (only)</u>		
a. Indemnity Cases	+	\$ _-----
d. Medical Only Cases		\$ _-----
	+	
e. Report Only Cases		\$ _-----
Total All Items (a.b.c.)	=	\$ _-----

- Injured on duty includes one full time Sr. Claims adjuster employed by the Vendor but working from the Human Resources Department within the City of Worcester.
- The City will not accept pricing for any items which it considers unreasonable. Bids which are unbalanced or overvalued for specific items may be rejected.

The bidder must disclose the costs of all services which it will perform at an additional cost to the City of Worcester to manage claims, medical case management, medical evaluations, utilization review, investigation, loss control, etc. Any additional costs not covered in the prices stated above must be submitted in a list of supplementary services. Please include a method to determine an average annual cost of these supplemental services based such as an industry average annual usage based on the city's 2019/2020 caseload.