

**STATE OF LOUISIANA  
OFFICE OF RISK MANAGEMENT**



**REQUEST FOR PROPOSALS**

**FOR**

**CONSULTING SECOND INJURY CLAIMS  
SERVICES**

**RFP # 1101WCSIF**

**REQUEST FOR PROPOSALS  
CONSULTING SECOND INJURY CLAIMS SERVICES**

**RFP #1101WCSIF**

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## **1.0 GENERAL INFORMATION**

### **1.1 Purpose**

This Request for Proposals (RFP) is issued by the State of Louisiana, Office of Risk Management (herein referred to as ORM) for the purpose of providing interested parties with information to enable them to prepare and submit a proposal for identification and collection of Second Injury recoveries/reimbursements to provide services described in **Attachment I**.

### **1.2 Background**

The Office of Risk Management is a state governmental entity established for the purpose of providing centralized property and casualty insurance coverage for all state entities. It is a unit of the executive branch of government, reportable to the Commissioner of Administration, Division of Administration, and therefore, is an extension of the Governor's Office.

The mission of ORM is to develop, direct, achieve and administer a cost effective comprehensive risk management program for all agencies, boards and commissions of the State of Louisiana and for any other entity for which the State has an equity interest, in order to preserve and protect the assets of the State of Louisiana. R.S. 39:1527, et seq., further designates ORM to provide self-insured workers' compensation coverage for State employees. There are approximately 100,000 classified and unclassified State workers who are covered by the State self-insurance program. Currently, the Office of Risk Management has approximately 5,939 open workers' compensation claims. During Fiscal Year 03-04 the Office of Risk Management recovered \$2,746,492.27 from the second injury fund.

ORM operates satellite offices in New Orleans, Shreveport, Monroe, Lafayette and Pineville. ORM is administered by the Commissioner of Administration, Jerry Luke Leblanc, the State Risk Director, Julian S. "Bud" Thompson, Jr., and the State Risk Assistant Director, Patricia Reed.

The ORM website can be found at <http://www.state.la.us/orm>

### **1.3 Goals and Objectives**

ORM is soliciting a solution, via this Request for Proposals (RFP), from qualified proposers to provide quality, efficient and cost effective services through a program offering identification and collection of Second Injury recoveries/reimbursements. Contractor will identify and investigate potential claims, file claims on behalf of ORM with the Louisiana Second Injury Fund, and seek collection of reimbursements due on claims accepted by the Fund.

Contractor will forward fund checks to ORM, at which time Contractor will submit invoices for contingency fees.

### **1.4 Scope of Services**

**Attachment I** details the scope of services and deliverables or desired results that the State requires of the contractor.

**2.0 ADMINISTRATIVE INFORMATION**

**2.1 Expected Time Period for Contract**

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about November 1<sup>st</sup>, 2005 for a period of three (3) years.

**2.2 RFP Coordinator**

This RFP is available in electronic form at the State of Louisiana Office of Risk Management website or by typing <http://www.state.la.us/orm>. A hard copy can also be obtained upon request.

RFP Coordinator: Bonnie Fuller

<u>Postal Address</u>	<u>Common Carrier Address</u>
Office of Risk Management Post Office Box 91106 Baton Rouge, Louisiana 70821-9106	Office of Risk Management Claiborne Building, Suite G-192 1201 North Third Street Baton Rouge, La. 70802
FAX: (225)342-8473 Email: <a href="mailto:Bonnie.Fuller@La.Gov">Bonnie.Fuller@La.Gov</a>	

**2.3 Proposer Inquiries**

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services by the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

**2.4 Calendar of Events**

<u>Event</u>	<u>Date</u>
RFP Release Date	August 15, 2005
Last date for submission of written question from Proposers for this RFP	August 29, 2005
Last date to issue responses to proposer inquiries	September 2, 2005
Proposal submission deadline (No late offers will be accepted)	September 15, 2005 (4:00 PM CST)
Announce Award of "Successful Proposer"	October 6, 2005
Estimated Contract Execution	November 1, 2005

**NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.**

**2.5 Definitions**

- **RFP** means Request for Proposals
- **ORM** means the State of Louisiana, Office of Risk Management
- **Proposer** means a company submitting a proposal in response to this RFP
- **Contractor** means proposer awarded the contract
- **State** means the State of Louisiana, Office of Risk Management

### **3.0 PROPOSAL INFORMATION**

#### **3.1 Proposal Response Location**

Proposers who are interested in providing consulting services under this RFP must submit a proposal containing the information specified in Section 4 (Response Instructions). The fully completed proposal with original signatures by an authorized representative must be received in hard copy by the RFP Coordinator designated in Section 2 (Administrative Information) by the deadline date specified in the Calendar of Events. Envelopes containing RFP should clearly reflect **RFP1101WCSIF** in the lower left hand corner of the outside of the envelope. **Fax or Email submissions are not acceptable.**

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

Proposals are valid for ninety (90) days after submission.

#### **3.2 Mandatory Requirements**

Proposers of this RFP must meet the following mandatory requirements. Failure to respond to or comply with any of the following will result in disqualification of the proposal. Response must be submitted in accordance with instructions provided in Section four (4.0).

1. The contractor must maintain an office located in the State of Louisiana with a Program Manager. The Program Manager must have authority to respond to ORM questions and correct any problems that may arise.
2. The proposer must have a minimum of one (1) year organizational experience with identification, investigation, filing of claims and collection of reimbursements on claims qualifying under the requirements of the Louisiana Second Injury Fund.
3. The proposer must assign sufficient qualified and experienced personnel to complete the tasks in a timely manner. Please describe credentials and provide resumes for each staff member who will be dedicated to this program.
4. The proposer must provide sufficient service facilities and personnel to operate this program.
5. The proposer must submit with response to this RFP, a certificate of insurance showing proof of errors and omissions coverage on the agent and/or broker's letterhead with limits of liability of at least \$1,000,000. This errors and omissions coverage must be maintained throughout the period of this contract.
6. The proposer must agree to allow ORM to have an independent organization audit or evaluate the firm's performance under the terms and conditions of the contract.
7. The proposer must provide audited financial statements or Federal Tax Returns reflecting upon the financial stability of the proposer firm.
8. The proposer must agree that the Program Director may not be replaced without written approval from ORM. Such approval shall not be unreasonably withheld.

### 3.3 Tasks and Services

1. Conduct on-site reviews of the State's Louisiana Workers' Compensation files in accordance with guidelines established by the Office of Risk Management in order to identify Second Injury Fund potential.
2. Prepare and present a list of new cases identified to the Office of Risk Management. The Office of Risk Management will acknowledge assignment of cases to Contractor by returning to Contractor a signed copy of each list of new cases identified by Contractor.
3. Coordinate with the Office of Risk Management a process for identifying new potential Second Injury Fund claims and review of existing approved Second Injury Fund claims. Please provide an implementation plan and timetable.
4. Investigate new cases identified and assigned as potential Second Injury Fund claims.
5. Submit new potential Second Injury Fund claims in compliance with Second Injury Board requirements beginning on or about July 1, 2005.
6. Accomplish its review of potentially new and existing Second Injury Fund claims on a quarterly basis.
7. Respond to all inquiries/complaints or appeals from Second Injury Board and follow LDOL-SIF appeals process guidelines if findings are disputed at no additional cost to the Office of Risk Management. Appear at arbitration hearings at no additional cost to the Office of Risk Management.
8. The proposer must agree to the use of a computer system to maintain an on-line, six (6) month minimum history of all recoveries. Any computer link up between proposer computer system and ORM computer will be at expense of proposer.
9. File claims on behalf of the Office of Risk Management with the Louisiana Second Injury Fund.
10. Seek collection of reimbursements due on new and existing claims accepted by the Fund.
11. Contractor will bear all expenses it generates, using its sole discretion, including but not limited to costs incurred in investigation of potential claim matters and legal expenses incurred by Contractor in prosecuting Second Injury Fund claims.
12. Submit status reports as outlined in Section 3.4 (Reporting Requirements).
13. All Fund payments will be by checks payable solely to the Office of Risk Management. Fund checks will be forwarded by Contractor to the Office of Risk Management, at which time Contractor will submit invoices for contingency fees. Contractor's fees will be paid by the Office of Risk Management upon receipt of Second Injury Fund recoveries and contractor's corresponding invoices.
14. At the successful proposer's expense, maintain and adjust the Second Injury Fund and Recovery process as rules, regulations and schedules are updated.

### **3.4 Reporting Requirements**

1. Contractor shall submit monthly status reports on all cases/files that are being investigated for potential reimbursements and all claims filed on behalf of the Office of Risk Management. Reports shall be submitted to the handling adjuster in electronic format. Quarterly reports shall be submitted to the Claims Manager in electronic format.
2. Provide a monthly invoice with an itemization of all potential recoveries received reflecting claimant name, ORM claim number, adjuster number, and expense costs.
3. Provide annual report on all Second Injury Fund review activity reflecting claim number, claimant name, adjuster name and status.

### **3.5 Record Retention**

The Contractor agrees to retain all records and other documents relevant to this contract for at least four (4) years after final payment.

### **3.6 Reproduction, Publication and the Use of Material**

ORM shall have unrestricted authority to reproduce, publish, distribute and otherwise use in whole or in part, any manuals, reports, data or other materials prepared in connection with this contract or in performance hereof.

### **3.7 Determination of Responsibility**

Determination of the provider's responsibility relating to this RFP shall be made according to the standards set forth in Louisiana Administrative Code Title 34, Part V, Section 136 (Determination of Responsibility). The State must find that the Proposer:

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. Is able to comply with the proposed or required time of delivery or performance schedule;
4. Has a satisfactory record of integrity, judgment, and performance; (contractors who are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or evidence of compelling circumstances, be presumed to be unable to fulfill the requirement);
5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations;

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

### **3.8 RFP Addenda**

State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time. It is the responsibility of the proposer to check the website for any addenda to this RFP.

**3.9 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

**3.10 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this announcement.

**3.11 Withdrawal and Re-submission of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

**3.12 Subcontracting Information**

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. The prime contractor shall not contract with any other party unless approved by ORM.

**3.13 Ownership of Proposal**

All responses become the property of the State and will not be returned to the proposer. All material submitted regarding and in response to the RFP becomes the property of the State of Louisiana. The State shall have the right to use all ideas or adaptations of the ideas contained in any offer received in response to this Request for Proposal. Selection or rejection of this response will not affect this right.

**3.14 Proprietary Information**

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

**3.15 Cost of Preparing Proposals**

Costs of developing the response are entirely the responsibility of the proposer, and shall not be reimbursed in any manner. The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering in a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer and shall not be reimbursed in any manner by the State.

**3.16 Errors and Omissions in Proposal**

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

### **3.17 Contract Award and Execution**

The State reserves the right to enter into a contract, without further discussion of the proposal submitted, based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by the State.

The selected proposer will be expected to enter into a contract which is substantially the same as the sample contract included in **Attachment V**. **In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP.** The proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **3.18 Code of Ethics**

All potential contractors are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission on Ethics for Public Employees. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

### **3.19 Disqualification**

The State reserves the right to verify all information provided by a proposer via direct contact with the proposer's prior clients and prior project personnel and proposers must agree to provide and release necessary authorizations for the State to verify any of the proposer's previous work. As described elsewhere in this RFP, each proposer will be required to submit a detailed resume of all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

### **3.20 Right to Protest**

Any proposer who is aggrieved in connection with the Request for Proposals or award may protest to the head of the agency issuing the proposal, at which time the agency shall notify the Office of Contractual Review that a protest has been lodged. Said protest shall be in writing and state fully the reason(s) for the protest. A protest must be filed at least fourteen (14) days prior to the date for receipt of proposals. Protests with respect to an award shall be submitted within fourteen (14) days after the award has been announced by the agency.

### **3.21 Corporation Requirements**

Prior to contract execution, the following requirements must be met:

1. If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, then a certificate of authority pursuant to R. S. 12:301-302 must be secured from the Louisiana Secretary of State and verification of such certificate must be made available to the Office of Contractual Review.
2. If the Contractor is a for-profit corporation whose stock is not publicly traded, a Disclosure of Ownership form must have been properly filed with the

Louisiana Secretary of State and verification of such form must be made available to the Office of Contractual Review.

**4.0 RESPONSE INSTRUCTIONS**

**4.1 Proposal Submission**

Proposals must be received on or before 4:00 P.M. Central Time on the date specified in the Calendar of Events (see section 2.4). Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Bonnie Fuller, Contracts/Grants Reviewer Supervisor  
Office of Risk Management  
Post Office Box 91106  
Baton Rouge, Louisiana 70821-9106

For courier delivery, the street address is 1201 North 3rd Street, Ground Floor, Suite G-192, Baton Rouge, Louisiana, and the telephone number is (225)342-8659. It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, will not be considered.

**4.2 Fee Quotation**

- A. Commission or finders' fees are not payable under this contract.
- B. Proposer must propose fees for a three (3) year contract with such fees to be guaranteed.
- C. Proposer fees must include all of the services described in this RFP.
- D. Please quote fees as follow:
  - 1. Contingency fee of \_\_\_\_\_percent (\_\_\_\_%) on all reimbursements received on cases which have been duly identified by Contractor and assigned to Contractor by ORM.
  - 2. Contingency fee of \_\_\_\_\_percent (\_\_\_\_%) on all reimbursements received on claims which have been identified by ORM, but not yet accepted by the Fund.
  - 3. Contingency fee of \_\_\_\_\_percent (\_\_\_\_%) on all cases previously identified by ORM and accepted by the Fund.

**4.3 Proposal Format**

The State requests that eight (8) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal must contain original signatures; that copy must be clearly marked or differentiated from the other copies of the proposal.

This copy will be incorporated, by reference, in any contract resulting from this RFP.

The proposal must be signed by those company official(s) or agent(s) duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority shall be submitted. **(See Attachment IV)**

**Proposer should submit a proposal which should include enough information to satisfy evaluators that the proposer has the appropriate**

**experience and qualifications to perform the scope of services as described in the order indicated below. The headings and subheadings should be separated by tabs.**

**Tab 1 Response to Mandatory Requirements**

All required documentation is to be submitted in the order that the requirements are numbered. Response must be submitted in accordance with instructions provided in Section four (4).

**Tab 2 Credentials/Resumes Of Staff**

Please provide credentials and resumes for each staff member who will be dedicated to this program

**Tab 3 Fee Quotation – Cost Proposal Form (See Attachment II)**

**Tab 4 Provide Proposed Timeline for Implementation**

**Tab 5 Provide Outline of Internal Quality Control Process**

**Tab 6 Explain Work Process in detail**

**Tab 7 References**

Provide the names, addresses and telephone numbers of four (4) references that have had direct experience, within the last two (2) years, with the identification and collection of second injury recoveries/reimbursement services you provide

**Tab 8 Additional Forms Required**

Tab. 8.A Certification Statement **(See Attachment III)**

Tab 8.B Certified Copy of Board Resolution **(See Attachment IV)**

**5.0 EVALUATION AND SELECTION**

**5.1 Evaluation Team**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Sate, which will determine the proposal most advantageous to the State.

**5.2 Mandatory Requirements**

All proposals will be reviewed to determine compliance with the mandatory requirements as specified in the RFP. Proposals found not to be in compliance with the mandatory requirements will be rejected from further consideration.

**5.3 Evaluation and Review**

Proposals that meet the mandatory requirements review will be evaluated based on information provided in the proposal.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified on the following page:

**A. Adequacy & Qualification of Identification & Collection of Second Injury recoveries/reimbursements (20%)**

Evaluation under this criteria shall include but not necessarily be limited to a review of the number, qualifications and experience of proposer Second Injury review staff. The response should fully describe the professional and technical expertise of the firm and the experience of the firm in performing similar projects for other governmental and/or private entities of similar size.

Response must contain the names and qualifications of the individuals to be assigned to the project, the number of hours they will spend and the experience the assigned individuals have in performing similar activities for other governmental and/or private entities.

**B. Administrative Management and Coordination Strategy (20%)**

Evaluation pursuant to this criteria shall include but not necessarily be limited to a review of internal quality controls. Response must include detailed procedures for quality control. These criteria include:

Specific manpower requirements  
Source of manpower  
Time schedule  
ORM resources needed

**C. Customer Reference (10%)**

Evaluation under this criteria shall include but not necessarily be limited to contacting the list of current customers furnished by the proposer to determine the features purchased, the savings realized and the method of verification of the savings, the customer and plan member satisfaction, problem areas, implementation assistance and any other relevant factors.

**D. Consultant Compensation (50%)**

The cost explanation must clearly indicate the contingency fee shown as a percentage of Second Injury Fund recoveries received on assigned cases (See Attachment II).

**5.4 Announcement of Contractor**

The State will notify the successful proposer and proceed to negotiate terms for a final contract. Unsuccessful proposers will be notified in writing accordingly.

Each proposer will have the ability to meet with ORM to discuss its proposal evaluation.

## ATTACHMENT I

### SCOPE OF SERVICES

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#### Overview

ORM seeks to identify and retain quality, efficient and cost effective services for identification a Utilization Review Program that will comply with all utilization review rules, procedures and standards adopted by the Louisiana Department of Labor, Office of Workers' Compensation (herein called LDOL-OWC).

Conduct on-site reviews of the State's Louisiana Worker's Compensation files in accordance with guidelines established by the Office of Risk Management in order to identify Second Injury Fund potential.

Prepare and present a list of new cases identified to the Office of Risk Management. The Office of Risk Management will acknowledge assignment of cases to Contractor by returning to Contractor a signed copy of each list of new cases identified by Contractor.

Investigate new cases identified and assigned as potential Second Injury Fund claims.

File claims on behalf of the Office of Risk Management with the Louisiana Second Injury Fund.

Seek collection of reimbursements due on new and existing claims accepted by the Fund.

Contractor will bear all expenses it generates, using its sole discretion, including but not limited to costs incurred in investigation of potential claim matters, medical opinion charges and private investigation fees incurred by Contractor in prosecuting Second Injury Fund claims.

Submit monthly status reports on all cases/files that are being investigated for potential reimbursements.

All Fund payments will be by checks payable solely to the Office of Risk Management. Fund checks will be forwarded by Contractor to the Office of Risk Management, at which time Contractor will submit invoices for contingency fees. Contractor's fees will be paid by the Office of Risk Management upon receipt of Second Injury Fund recoveries and Contractor's corresponding invoices.

The process of conducting on-site reviews of workers' compensation files, investigating identified potential claims, filing claims with the Louisiana Second Injury Fund, and seeking collection of reimbursements due on claims accepted by the Fund must be performed within the dates of the contract period.

#### Deliverables

The services required will be to provide the following:

A list of new cases identified by the Contractor as potential Second Injury Fund claims

Reimbursements due on new and existing claims accepted by the Fund

Monthly status reports on all cases/files that are being investigated for potential reimbursements

**ATTACHMENT II**

**PROPOSED FEE QUOTATIONS**

Our firm, \_\_\_\_\_, proposes to complete the tasks delineated in the Request for Proposal for consulting Second Injury Fund services within the following summary of costs.

Contingency fee of \_\_\_\_\_ percent (\_\_\_\_\_%)  
on all reimbursements received on cases which have been duly identified by Contractor and assigned to Contractor by the Office of Risk Management.

Contingency fee of \_\_\_\_\_ percent (\_\_\_\_\_%)  
on all reimbursements received on claims which have been identified by ORM, but not yet accepted by the Fund.

Contingency fee of \_\_\_\_\_ percent (\_\_\_\_\_%)  
on all cases previously identified by ORM and accepted by the Fund.

Contingency fee of \_\_\_\_\_ percent (\_\_\_\_\_%)  
on all settlements negotiated with the Fund. If Consultant does not participate in the settlement negotiations with the Fund, **No Contingency fee will be allowed.**  
(Documentation of participation required.)

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

Firm Name and Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT III**  
**CERTIFICATION STATEMENT**

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The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the contact name and fill in the information below: (Print Clearly):

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

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

A. Email Address: \_\_\_\_\_

B. Telephone Number with area code: \_\_\_\_\_

C. Fax number with area code (\_\_\_\_\_) \_\_\_\_\_

D. Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the scope of services specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least ninety (90) days from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, the company will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ATTACHMENT IV**  
**BOARD RESOLUTION**

At a meeting of the Board of Directors for \_\_\_\_\_

\_\_\_\_\_ held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, there being a quorum present, the following resolution was adopted, to wit:

**BE IT RESOLVED**, that \_\_\_\_\_,  
or \_\_\_\_\_,  
or \_\_\_\_\_, is (are) hereby  
**authorized and empowered** for and on behalf of said Corporation, to perform any and all acts requisite and necessary on behalf of said Corporation, **in signing any and all contracts, amendments, and related matters** between the said Corporation and the Office of Risk Management, Division of Administration, Office of the Governor, State of Louisiana, relating to claims filed against the State of Louisiana and/or any named agency or department thereof and/or any individual thereof, which said matter(s) is (are) being handled on behalf of the State by the Office of Risk Management.

BY:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## ATTACHMENT V

### **SAMPLE CONTRACT**

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Be it known, that on this *(Date)* day of *(month)*, *(year)*, the Office of Risk Management, (hereinafter sometimes referred to as "ORM" or "State") and (*Contractor's name and legal address including zip code*), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

#### **1. TERM OF CONTRACT**

The term of the contract shall be scheduled to begin on \_\_\_\_\_ 2005 for a period of (3) three years.

#### **2. PAYMENT TERMS**

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$\_\_\_\_\_. Payment will be made only on approval of the State Risk Claims Manager. (payment terms to be negotiated)

#### **3. TAXES**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be consultant's obligation and identified under Federal tax identification number \_\_\_\_\_.

#### **4. TERMINATION FOR CAUSE**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

#### **5. TERMINATION FOR CONVENIENCE**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **6. REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 -1526.

#### **7. OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by

Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

#### **8. NON-ASSIGNABILITY**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### **9. AUDITORS**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor that relate to this contract.

#### **10. FISCAL FUNDING**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **11. DISCRIMINATION CLAUSE**

The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### **12. AMENDMENTS**

All amendments to the contract will be by mutual agreement of the contract parties and shall be in writing, and signed by duly authorized representatives of both parties and approved by the Director of Contractual Review, Division of Administration.

### **13. INSURANCE REQUIREMENT**

The Contractor shall maintain Errors and Omissions coverage with limits of at least \$1,000,000 for the duration of the contract. Proof of such coverage is required and must be submitted each policy period during the duration of the contract.

### **14. ENTIRE AGREEMENT CLAUSE**

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

### **15. ORDER OF PRECEDENCE**

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the proposal.

### **16. SPECIAL WARRANTIES, REPRESENTATIVES AND DUTIES**

The Contractor shall be required under the terms of the contract to make the following special warranties and representatives:

- a. The personnel assigned by the Contractor to perform services shall be qualified to perform the assigned duties. The key staff shall be identified by name along with their education and work experience. Key personnel will not be removed from contract without prior approval of ORM. Key personnel will not be added to contract without prior approval of ORM. Resumes must be submitted with request for approval of additional personnel.
- b. The Contractor assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes, contributions for employment compensation funds, and shall maintain at the contractor's expense all necessary insurance for its employees including, but not limited to workers' compensation and liability insurance.
- c. The Contractor shall notify the State Risk Claims Manager in writing fifteen (15) days prior to personnel changes removing any officer or key employee whose responsibilities include significant activities related to the contract.
- d. The Contractor shall warrant that all agents, whether an officer or employee, will act in an independent capacity concerning the terms of the contract and will not act as or be considered employees of the State nor be entitled to any benefits or privileges accorded to public employees, insofar as such benefits and privileges are related to the contract.
- e. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, riots, lockouts, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

## **17. LIMITATION OF LIABILITY**

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages shall be two (2) times the charges for services rendered by the Contractor under the Contract.

In no event shall Contractor, its affiliates, employees, actuaries, agents, and brokers, be liable to the State for any incidental, special, punitive, or consequential damages of any kind (including without limitation, loss of income, loss of profits, or other pecuniary loss); or for any losses or expenses resulting from any inaccuracy in or omission from any information or data supplied to Contractor in connection with the services provided under this contract. The provisions of this paragraph shall survive the expiration or termination of this contract.

## **18. GOVERNING LAW**

This contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

## **19. BILLING AND PAYMENT**

Payment of fees for successful proposer's services will be made by the Office of Risk Management within thirty (30) days of receipt of itemized invoice. The Office of Risk Management requires monthly invoices.

## **20. LIASON**

The Contractor will designate one or more persons from his staff who shall have the duty of acting as a point of contact with ORM to assure the expeditious execution of this agreement.

## **21. SECURITY**

The Contractor will at all times comply with all security regulations in effect at ORM which are made known in writing by ORM to the Contractor.

## **22. ACCESS TO INFORMATION**

ORM will allow the Contractor's personnel timely access to all necessary records, data and papers.

## **23. RECORD RETENTION**

The Contractor agrees to retain all records and other documents relevant to this contract in accordance with the Louisiana Public Records Law, LA R. S. 44:1 et seq.

**24. CONFIDENTIALITY OF STATE INFORMATION**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective security requirements as are applicable to the State. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

**25. REPRODUCTION, PUBLICATION AND USE OF MATERIAL**

ORM shall have unrestricted authority to reproduce, publish, distribute and otherwise use in whole or in part, any manuals, reports, data or other materials prepared in connection with this contract or in performance hereof.

**26. FUND USE**

Contractor agrees not to use funds received for services rendered under this contract to urge any elector to vote for or against any candidate of proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of *(enter date)*.

Witness Signatures:

State Agency Signatures:

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