STATE OF LOUISIANA
OFFICE OF RISK MANAGEMENT

REQUEST FOR PROPOSAL

FOR

VOCATIONAL REHABILITATION/MEDICAL MANAGEMENT/TRANSITIONAL DUTY PROGRAM

RFP # 1010VRP
# WORKER’S COMPENSATION VOCATIONAL REHABILITATION/MEDICAL MANAGEMENT/TRANSITIONAL DUTY PROGRAM

**RFP #1010VRP**

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Scope of Services

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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 selection of a Vocational Rehabilitation Medical/Management/Transitional Duty organization 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. ORM has an average of 6,500 open claims at any given time and 10,000 to 12,000 new claims per year.

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 for a Vocational Rehabilitation/Medical Management/Transitional Duty Program that will comply with all vocational rehabilitation rules, procedures and standards adopted by the Louisiana Department of Labor, Office of Workers’ Compensation (herein called LDOL-OWC). The purpose of this Transitional Duty, Vocational Rehabilitation, Medical Case Management Duty Program is:

1. To coordinate medical case management between the injured worker and his/her physician to effect a release to return to work.
2. To coordinate the return of injured workers to transitional duty with his/her agency of employment utilizing ORM and/or that agency’s policy once a medical release, restricted duty has been obtained.
3. To coordinate vocational rehabilitative services when transitional duty is not feasible.

The goals of this project include providing the following managed care components:

a. Medical Case Management
b. Transitional Duty Coordination
c. Vocational Rehabilitation
d. Early interventional, medical case management shall be the first alternative for referral, then transitional duty. Vocational rehabilitation shall be the last resort if the first two fail.
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 October 10, 2005 for a period of three 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.louisiana.gov/orm](http://www.state.louisiana.gov/orm). The RFP is also available in electronic form at the Louisiana Procurement and Contract Network (LaPAC) website or by typing www.srch2.doa.state.la.us/osp/lapac/pubmain.asp. A hard copy can also be obtained upon request.

RFP Coordinator: Bonnie Fuller

<table>
<thead>
<tr>
<th>Postal Address</th>
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<tbody>
<tr>
<td>Office of Risk Management</td>
<td>Office of Risk Management</td>
</tr>
<tr>
<td>Post Office Box 91106</td>
<td>Claiborne Building, Suite G-192</td>
</tr>
<tr>
<td>Baton Rouge, Louisiana 70821-9106</td>
<td>1201 North Third Street</td>
</tr>
<tr>
<td></td>
<td>Baton Rouge, Louisiana 70802</td>
</tr>
</tbody>
</table>

FAX: (225) 342-8473
Email: Bonnie.Fuller@La.Gov

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.

It is the responsibility of the proposer to check the website for responses to proposer’s inquiries. Only Julian S. “Bud” Thompson, Jr., State Risk Director has the authority to officially respond to proposer’s questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Calendar of Events

<table>
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<tr>
<td>RFP Release Date</td>
<td>July 13, 2005</td>
</tr>
<tr>
<td>Deadline for receiving proposer inquiries (4:00 P.M. Central Time)</td>
<td>July 27, 2005</td>
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<tr>
<td>Last date to respond to proposer inquiries</td>
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<td>Proposal submission deadline (4:00 P.M. Central Time)</td>
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<td>Formal Announcement of selected proposer</td>
<td>September 6, 2005</td>
</tr>
<tr>
<td>Estimated Contract Execution</td>
<td>October 10, 2005</td>
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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 **RFP10101VRP** 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 in vocational rehabilitation/medical management.

3. The proposer must have experience with providing services for at least one (1) insurance company/self-insurer with a group size of ten thousand (10,000) covered employees or more. Letters of verification must be provided in the proposal. Furnish the names, addresses and telephone numbers of four (4) current references who have direct experience with the services you provide. Please also include with each reference, the number of employees covered, the type of services provided and the effective dates of services.

4. Vocational Rehabilitation Counselors must have a minimum of five (5) years experience. Each Vocational Rehabilitation Counselor must be licensed in accordance with the Louisiana Rehabilitation Counselors Licensure Act, Chapter 53, LRS comprised of R.S 41:3452. Vocational rehabilitation services must be performed by a Licensed Vocational Counselor. Please provide resumes and licenses for each staff member who will be dedicated to this program. Medical Case Manager must be a Registered Nurse.

5. Please certify that contractor will be able to operate at all locations statewide.

6. 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.

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7. Please provide a statement affirming that the proposer agrees that ORM will conduct an independent organization audit or evaluate the vocational rehabilitation firm’s performance under the terms and conditions of the contract. (ORM has not contracted with an independent organization for this task, but will do so if the need arises.)

8. Provide most current audited financial statements or Federal Tax Returns reflecting upon the financial stability of the proposer firm.

3.3 Tasks and Services

1. As the first alternative to return to work, the contractor must actively coordinate a transitional duty program with the agency of employment in accordance with the Office of Risk Management’s and agency’s transitional duty policy.

2. Contractor will perform in accordance with ORM’s Transitional Duty Policy which can be accessed by visiting our website at http://www.state.louisiana.gov/orm.

3. Services for rehabilitation will be conducted in accordance with R.S. 23:1226 of the Louisiana Worker’s Compensation Statute.

4. At the successful contractor’s expense, must maintain and adjust the vocational rehabilitation, medical case management, and transitional duty, as rules and regulations are updated by LDOL-OWC or the legislature.

5. Medical Case Management must include but not be limited to Early Intervention. This early intervention shall include actively seeking a full medical release from the injured worker’s treating physician.

6. Jobs identified must indicate salary amount and the total number of hours a day/week involved. Jobs must be identified as full time or part-time.

7. Rehabilitation services must include educational and skills testing as well as provide an initial vocational evaluation.

8. Rehabilitation Counselors must appear at mediation conferences and testify in court on an as needed basis. The cost for said appearance shall not exceed the equivalent of one eight (8) hour day of work for the duration of the proceedings. The charge for said eight (8) hour appearance shall be in excess of the maximum allowance per case. Cases requiring massive preparation will be compensated on a case-by-case basis and only at the approval of ORM.

9. Provide sufficient personnel to operate this program.

10. The Program Manager may not be replaced without written ORM approval. Please specify the name of the Program Manager. Such approval shall not be unreasonably withheld.

11. Coordinate with the Office of Risk Management a process for medical case management, transitional duty, and delivery of reports. Please provide a plan and timetable.

12. Respond to all inquiries/complaints or appeals from claimants and/or agency personnel and follow LDOL-OWC appeals process guidelines if findings are disputed at no additional cost to the Office of Risk Management. Successful proposer will be held liable for penalties and attorney fees when they are assessed as a result of sham rehab. Appear at arbitration hearings at no additional cost to the Office of Risk Management.

3.4 General Information

In order for your proposal to be considered and accepted, your organization should provide narrative answers to the questions presented in this section. Each directive/question should be answered specifically, in detail, numbered and in the order in which they appear. Reference should not be made to a prior response nor should any answer apply to more than one question. Responses, which do not appear in the order presented, will be disqualified.
1. Describe your company in detail commenting on size, history, experience, etc.
   In addition, please respond to the following:
   a. Where are the local offices (if any) and where is the central office located?
   b. Provide sample reports that are comprehensive and complete. How frequently are reports prepared for clients?
   c. Will your firm agree to modify procedures to meet the needs of this Program?
   d. How will your firm coordinate activities with ORM staff?
   e. Provide the number, tenure with your firm, and type of personnel used in each phase of the vocational rehabilitation, medical case management, and transitional duty process? Please provide resumes and licenses for each staff member who will be dedicated to this program.
   f. Describe your firm’s training and continuing educational programs for your staff.
   g. Will your firm agree to an on-site visit at the facility, which would handle ORM's vocational rehabilitation, medical case management, transitional duty procedures by members of the ORM staff or their designees prior to the award of a contract?
   h. How many full-time registered nurses are on your staff? Describe their credentials.
   i. Certify that the firm can operate statewide.

2. Describe in detail your systems and procedures for providing each managed care component. (Medical Case Management, Transitional Duty and Vocational Rehabilitation)
   Please include in your response answers to the following specific questions:
   a. How does the proposer firm intend to interface with agencies of employment on transitional duty? Describe any innovative solutions or technology that you have utilized in the past.
   b. How many staff members and what category and during what hours will they be accessible to ORM?

3. Describe in detail your systems and procedures for vocational rehabilitation, medical case management and transitional duty.
   Please include in your response answers to the following specific questions:
   a. Specify the number of elapsed working days from the time the file is opened and closed.
   b. How does the vocational rehabilitation firm intend to interface with agencies of employment on disputed transitional duty candidates?
   c. How many staff members and what category and during what hours will they be accessible to ORM?
   d. What roles do nurses (Medical Case Managers) serve in the process.

4. Implementation
   a. What steps do you anticipate will be necessary to effectively implement the Program? Please provide a timetable.
   b. How many employees do you anticipate will be needed to handle this Program?
   c. Have you implemented similar large programs? (Explain and provide details).
   d. Do you have an On-line computer system that is compatible or convertible to
ORM’s system for tracking purposes?

5. Reporting Capabilities

Please provide the following:

a. Sample case management and vocational rehabilitation reports
b. Sample of quarterly reports
c. Sample annual reports
d. Number of job placements performed in the past twelve (12) months for other vendors
e. Number of referrals for transitional duty employment in the past twelve (12) months for other vendors
f. Number of loss days saved for other vendors in the past twelve (12) months
g. Sample invoice for each level of service
h. Response time for computer generated information

6. Quality Assurance

Please provide the following:

a. Frequency of quality control reviews
b. Methods of internal quality control
c. Documentation on internal quality control provided in this proposal
d. At what point is the supervisor involved in quality controls
e. A statement affirming that the proposer agrees that ORM will conduct an independent organization audit or evaluate the vocational rehabilitation firm’s performance under the terms and conditions of the contract. (ORM has not contracted with an independent organization for this task, but will do so if the need arises.)
f. Most current audited financial statements or Federal Tax Returns reflecting upon the financial stability of the proposer firm.
g. 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.

7. References

Please provide the following:

a. Names, addresses and telephone numbers of four (4) current references who have direct experience with the services you provide. Please also include with each reference, the number of employees covered, the type of services provided and the effective dates of services.
3.5 Reporting Requirements

Must provide annual report on all vocational rehabilitation, medical case management, transitional duty activity reflecting the following ORM claim number, claimant name, agency or employment, number of referrals, number of job placements, and number of loss days saved.

Regular and comprehensive statistical reporting is the only way ORM would be able to measure the value of this program. ORM will require quarterly reports due on the 15th of the following month and a fiscal year summary analysis report (due 14 days after the close of the quarter) that will include statistics on the following:

a. Number of referrals for transitional duty employment in the past twelve (12) months for other vendors
b. Number of loss days saved for other vendors in the past twelve (12) months
c. Number of employees returned to work with the same employer
d. Number of employees returned to work with another employer

3.6 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 consultant:

a. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

b. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

c. Is able to comply with the proposed or required time of delivery or performance schedule;

d. 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);

e. 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.

3.7 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.

3.8 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.
3.9 **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.

3.10 **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.

3.11 **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 references in the RFP or proposal. The prime contractor shall not contract with any other party unless approved by ORM.

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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 “I”. **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 (30) days or if the selected Proposer fails to sign the final contract within (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.

3.17 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.

3.18 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.

3.19 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 14 days prior to the date for receipt of proposals. Protests with respect to an award shall be submitted within 14 days after the award has been announced by the agency.

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

Proposer must propose fees for a three (3) year contract with such fees to be guaranteed.

Proposed hourly rates must include all of the services described in this RFP with the exception of travel expenses and copies.

Please quote hourly rates as follows:

a. Fee Quotation to be quoted on an hourly basis for professional, travel, and wait time.

b. Fees quoted in excess of the Office of Workers’ Compensation Administration (OWCA) Medical Reimbursement Schedule will not be accepted.

Fees for Medical Rehabilitation Conferences and copies of medical records will not be considered as expenses covered under this contract.

See Billing Guidelines (Attachment “II”)

4.3 Listing of State Departments and Agencies

See Attachment “III” for a complete listing of departments, sub-departments and agencies.

This listing will include any new departments created by the Legislature.

4.4 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.

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. All responses should reference the number of the corresponding requirement.

**Tab 2 Response to General Information**

All responses should reference the number of the corresponding question.

**Tab 3 Fee Quotation – WC Proposal Cost Sheet (Attachment “IV”)**

**Tab 4 Additional Forms Required**

Certification Statement (Attachment “V”)

Certified copy of Board Resolution (Attachment “VI”)

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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 State, 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 below: (Maximum of 400 Points)

A. Adequacy & Qualification of Vocational Rehabilitation Staff & Experience 100 PTS
Evaluation under this criteria shall include but not necessarily be limited to a review of the number, qualifications and experience of proposer’s vocational rehabilitation staff and the extend of nurse involvement. Vocational Rehabilitation Counselor must be licensed by the State of Louisiana to do vocational rehabilitation and/or medical case management.

B. Reporting Capabilities 50 PTS
Evaluations of the proposals under these criteria shall include but not necessarily be limited to a review of the documentation of the vocational rehabilitation/medical case management activity of the proposer; documentation of job placement; on-line computer system to track ORM cases; and the flexibility of the proposer to meet ORM needs.

C. Quality Assurance 30 PTS
Evaluation pursuant to these criteria shall include but not necessarily be limited to a review of internal quality controls.

D. Customer Reference 40 PTS
Evaluation under this criteria shall include but not necessarily be limited to contacting the list of present and former customers furnished by the proposer to determine the features purchased, the number of referrals, the number of job placements and the method of verification for job placement, and reduction of benefits due to job identification, closure time, as well as satisfaction with services and problem solving and any other relevant factors.

E. Implementation Plan 50 PTS
Evaluation of the proposals under this criteria shall include but not necessarily be limited to the proposer’s plan for implementing medical case management, transitional duty and vocational rehabilitation.

F. Cost 130 PTS
Evaluation of the proposals under these criteria shall include the overall expense cost to the State for all components for a three (3) year contract.
FOR EVALUATION PURPOSES COST WILL BE EVALUATED BY:

Evaluation of cost will be calculated by using a sum of weighted hourly rates. An average hourly rate will be derived by multiplying the hourly rates from the cost form times the following percentages for professional, travel and wait hourly rates. The sum will equal the average hourly rate. No proposal will be accepted with hourly charges in excess of the current OWCA Medical Reimbursement Schedule. Professional time, travel time and wait time are defined in Attachment “G”.

(If all three (3) components are not provided, proposal will not be evaluated)

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Once the average hourly rate has been calculated, the following formula will be used to assign points to the average hourly rate:

Score for cost

Lowest Average Hourly Rate Divided By

Proposed Average Hourly Rate X 130 Points = Points Assigned

Example:

<table>
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<tr>
<th>Score for cost</th>
<th>Proposer 1</th>
<th>Proposer 2</th>
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<tr>
<td>Professional Hourly Fee (50%)</td>
<td>$50.00</td>
<td>$40.00</td>
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<tr>
<td>Travel Hourly Fee (25%)</td>
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<td>$20.00</td>
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<tr>
<td>Wait Hourly Fee (25%)</td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Average Hourly Rate:</td>
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<td>$30.00</td>
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<tr>
<td>Points Assigned:</td>
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<td>130</td>
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</tbody>
</table>

G. The Evaluation Team will compile the total scores on a consensus basis and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

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.
SCOPE OF SERVICES

Overview
ORM seeks to identify and retain quality, efficient and cost effective services through a Vocational Rehabilitation/Medical Management Transitional Duty program that will comply with all vocational rehabilitation rules, procedures and standards adopted by the Louisiana Department of Labor, Office of Workers’ Compensation (herein called LDOL-OWC).

The purpose of this Transitional Duty, Vocational Rehabilitation/Medical Case Management program is:

To coordinate medical case management between the injured worker and his/her physician to effect a release to return to work.

To coordinate the return of injured workers to transitional duty with his/her agency of employment utilizing ORM and/or that agency’s policy once a medical release, restricted duty has been obtained, and to coordinate vocational rehabilitative services when transitional duty is not feasible.

Deliverables
The services required will be to provide the following managed care components:

1. Medical Case Management
2. Transitional Duty Coordination
3. Vocational Rehabilitation
4. Early interventional, medical case management shall be the first alternative for referral, then transitional duty. Vocational rehabilitation shall be the last resort if the first two fail.
ATTACHMENT “II”

BILLING GUIDELINES

VOCATIONAL REHABILITATION, MEDICAL CASE MANAGEMENT, TRANSITIONAL DUTY EMPLOYMENT

1. **BILLS FOR PROFESSIONAL SERVICES RENDERED:**
   Invoices shall be accompanied by an itemization of the dates of service, plus hours worked, and will include description of work performed (copy of daily activity sheets).

   The total number of professional, travel, and wait hours shall itemize separately and shall be indicated on the itemization and invoice.

2. **BILLING**
   Itemized invoices with proper documentation, reports, and receipts shall be submitted monthly.

   **PROFESSIONAL TIME:**
   Accountable time period used for professional services in providing medical case management, transitional duty employment and vocational rehabilitation services as well as any other services rendered by professionals needed to meet the needs of the injured worker.

   **WAIT TIME:**
   Accountable time that is expended waiting to see a member of the medical profession or for court appearance.

   **TRAVEL TIME:**
   Accountable time required for travel to/from the nearest metropolitan city to/from the work site, claimant’s home, doctor’s office, agency of employment, etc., while performing medical case management, transitional duty employment and vocational rehabilitation services.

   **CLERICAL SERVICES & FILE SET-UP FEE** are not subject to reimbursement.

   **OVERHEAD AND OPERATING COSTS** such as preparation of billing invoices, telephone, telephone services, accounts receivables, manual tickler system, computer system for billing, indexing, and diary are not subject to reimbursement.

   **ADMINISTRATIVE COSTS** such as Notes/memos to the file, review file, diary review, diary review with notes, supervisory review are not be subject to reimbursement.

   **MEDICAL PROVIDER FEES FOR MEDICAL REHABILITATION CONFERENCES AND COPIES OF MEDICAL RECORDS** WILL NOT BE CONSIDERED AS EXPENSES COVERED UNDER THIS CONTRACT.

3. **EXPENSE ITEMS:**
   Contract vendor shall not charge for travel time from vendor’s principal office. Travel time charges will be calculated from the nearest major metropolitan city from the injured worker’s
current residential address. Mileage is paid in accordance to State travel regulations. Current travel allowance for mileage is .34 per mile.

**EXPENSE ITEMS** SUCH AS TOLLS AND PARKING SHALL NOT BE CONSIDERED A BILLABLE EXPENSE UNDER THIS CONTRACT.

NO ALLOWANCES FOR PICK UP AND / OR DELIVERY OF MEDICAL RECORDS OR DISTRIBUTION OF REPORTS FOR SERVICES RENDERED.

**MISCELLANEOUS CHARGES:** Must be itemized and described on activity sheet. If of an unusual nature, should be approved by the State beforehand.

**FAX CHARGES ALLOWED:** Same as long distance calls

**COPIES:** Invoices must indicate the number of copies, cost per copy, and total cost for all copies. (Example: 240 copies @ 10¢ = $24.00) Maximum allowed is 10¢ per copy.

5. **MEDICAL CASE MANAGEMENT / EARLY INTERVENTION:** COST WILL BE BASED ON TASK ORIENTED REQUESTS AS FOLLOWS:

INITIAL FILE REVIEW: 1 HOUR OF PROFESSIONAL TIME AS QUOTED BY SUCCESSFUL PROPOSER. ADDITIONAL ALLOWANCES NOT TO EXCEED 2 HOURS OF PROFESSIONAL TIME AS QUOTED BY THE SUCCESSFUL PROPOSER.

NURSE CASE MANAGER MEET WITH INJURED WORKER: $200.00. DOCUMENTATION REQUIRED.

MEDICAL CONFERENCES WITH TREATING PHYSICIAN: $300.00. REIMBURSEMENT FOR CERTIFIED LETTERS REIMBURSED AT FACE VALUE. RECEIPT REQUIRED.

CATASTROPHIC INJURIES WILL BE CONSIDERED ON A CASE-BY-CASE BASIS.

6. **VOCATIONAL REHABILITATION**

INITIAL INTERVIEW WITH INJURED WORKER: $350.00 + MILEAGE.

EDUCATIONAL AND SKILL TESTING OF INJURED WORKER (IF NEEDED): $200.00.

REIMBURSEMENT FOR CERTIFIED LETTERS REIMBURSED AT FACE VALUE. RECEIPT REQUIRED.

NO ALLOWANCES FOR REGULAR POSTAGE CHARGES.

NO ALLOWANCE FOR PHONE CHARGES INCLUDING CELL PHONE USAGE.

MEETING WITH TREATING PHYSICIAN: $300.00 + THE COST OF THE DOCTOR'S CHARGE. PHYSICIAN'S CHARGE WILL BE CONSIDERED AN EXPENSE TO THE FILE AND NOT TO THE CONTRACT.

JOB SEEKING TRAINING SKILL VISIT: $150.00 EACH. MAXIMUM ALLOWANCE OF 3 (THREE) VISITS.

ADDITIONAL MEETING WITH TREATING PHYSICIAN: $300.00. MAXIMUM ADDITIONAL ALLOWANCE, 1 IF NEEDED.
LABOR MARKET SURVEY:  $300.00

TRAVEL TIME: ½ PROFESSIONAL HOURLY CHARGE OF SUCCESSFUL PROPOSER.

WAIT TIME: ½ PROFESSIONAL HOURLY CHARGE OF SUCCESSFUL PROPOSER.

MEET WITH DEFENSE ATTORNEY IN PREPARATION FOR TRIAL: PROFESSIONAL HOURLY CHARGE OF SUCCESSFUL PROPOSER.

REVIEW FILE MATERIAL IN PREPARATION FOR TRIAL: PROFESSIONAL HOURLY CHARGE OF SUCCESSFUL PROPOSER. 2 HOURS MAXIMUM.

COURT APPEARANCE: PROFESSIONAL HOURLY CHARGE OF SUCCESSFUL PROPOSER.

NO ALLOWANCES FOR HOMEBOUND EMPLOYMENT.

7. **TRANSITIONAL DUTY EMPLOYMENT:**

COORDINATE TRANSITIONAL DUTY EMPLOYMENT WITH EMPLOYER AND INJURED WORKER: $500.00

FILE CLOSURE REPORT: ½ HOUR OF PROFESSIONAL TIME.

8. **OTHER BILLING CONSIDERATIONS:**

SUCCESSFUL PROPOSER MUST RESPOND TO TASK REQUESTED ON ASSIGNMENT SHEET IN ORDER TO BE PAID. FAILURE TO RESPOND WILL RESULT IN NON-PAYMENT OF INVOICE.

OTHER TASKS ASSOCIATED WITH MEDICAL CASE MANAGEMENT, VOCATIONAL REHABILITATION AND TRANSITIONAL DUTY EMPLOYMENT WILL BE CONSIDERED ON A CASE-BY-CASE BASIS.
ATTACHMENT “III”

LISTING OF STATE AGENCIES, DEPARTMENTS AND LOCATIONS

D 0010 EXECUTIVE DEPARTMENT
S 0020 OFFICE OF THE GOVERNOR
S 0025 LA WORKFORCE COMMISSION
S 0030 MENTAL HEALTH ADVOCACY
S 0035 PATIENTS COMPENSATION FUND
S 0040 LA MANUFACTURED HOUSING COMM.
S 0045 STATE BOARD OF HOME INSPECTORS
S 0230 DEPARTMENT OF MILITARY AFFAIRS
L 0231 MILITARY AFFAIRS-HEADQUARTERS
L 0232 MILITARY AFFAIRS-CAMP BEAUREGARD
L 0233 MILITARY AFFAIRS-JACKSON BARRACK
L 0234 MILITARY AFFAIRS-ARMORIES
L 0235 MILITARY AFFAIRS-BALL
L 0236 OFF. OF EMERGENCY PREPAREDNESS
L 0237 GILLIS W. LONG CENTER
L 0238 MILITARY AFFAIRS-CAMP MINDEN
S 0240 OFFICE OF WOMEN’S POLICY
S 0249 LSED – COMMISSION
S 0250 LSED – SUPERDOME
S 0255 SAINTS TRAINING FACILITY-LSED #3
S 0256 JEFFERSON BASEBALL STADIUM-LSED1
S 0257 NEW ORLEANS SPORTS ARENA
S 0260 VETERAN’S AFFAIRS
S 0265 SOUTHWEST LA WAR VETERAN’S HOME
S 0270 WAR VETERAN’S CENTER
S 0275 NORTHEAST LA WAR VETERANS HOME
S 0280 BOARD OF TAX APPEALS
S 0290 LA. COMM. ON LAW ENFORCEMENT
S 0300 OFFICE OF ELDERLY AFFAIRS
S 0320 GOV. COMM. ON INDIAN AFFAIRS
S 0330 NOTARIAL ARCHIVES
S 0340 LOUISIANA RACING COMMISSION
S 0350 OFFICE OF FINANCIAL INSTITUTIONS
S 0360 OFFICE OF COSMETOLOGY

D 0400 DIVISION OF ADMINISTRATION
S 0410 OFF. OF COMM. OF ADMINISTRATION
L 0412 DOA-COMMISSIONER’S OFFICE
L 0413 COMPREHENSIVE PUBLIC TRAINING P.
L 0577 DOTD-DISTRICT 08 – ALEXANDIA
L 0578 DOTD-DISTRICT 58 – CHASE
L 0579 DOTD-DISTRICT 61 - BATON ROUGE
L 0580 DOTD-DISTRICT 62 – HAMMOND
L 0585 DOTD-CRESCENT CITY CONNECTION-BRIDGE TRUST
L 0586 DOTD-CRESCENT CITY CONNECTION-MARINE OPERS.
L 0590 DOTD-DISTRICT 45 – TRAFFIC SERVICES
L 0592 DOTD-SPECIAL DISTRICT OPERATIONS
S 0594 P.W. & INTERMODAL TRANSPORTATION
L 0595 DOTD-PUBLIC WORKS & WATER RESOURCES
L 0596 DOTD-INTERMODAL TRANSPORTATION
S 0600 DOTH - OFFICE OF THE SECRETARY
S 0650 DOTD – H.Q./MANAGEMENT AND FINANCE
S 0655 SABINE RIVER AUTHORITY

D 0900 LSUMC HEALTH CARE SERVICES DIV.
  S 0905 HCSD ADMINISTRATION
  S 0912 EARL K. LONG MEDICAL CENTER
  S 0914 HUEY P. LONG MEDICAL CENTER
  S 0916 UNIVERSITY MEDICAL CENTER
  S 0918 W. O. MOSS REGIONAL MED. CENTER
  S 0920 LALLIE KEMP REGIONAL MED CENTR
  S 0922 WASHINGTON-ST. TAMMANY RMC
  S 0924 LEONARD J. CHABERT MEDICAL CNTR
  S 0926 MEDICAL CENTER OF LA AT N.O.

D 1000 DEPT. HEALTH & HOSPITALS
  S 1010 DHH - OFFICE OF THE SECRETARY
  S 1015 MEDICAL VENDOR ADMINISTRATION
  S 1020 DEVELOPMENTAL DISABILITIES COUNCIL
  S 1040 N. O. HOME & REHABILITATION CTR.
  S 1200 VILLA FELICIANA MEDICAL COMPLEX
  S 1210 CAPITAL AREA HUMAN SERVICES DIST
    L 1212 CAHSD – ADMINISTRATION
    L 1214 CAHSD- MENTAL HEALTH
    L 1216 CAHSD - DEVELOPMENTAL DISABILITY
    L 1218 CAHSD - ALCOHOL & DRUG ABUSE
  S 1280 OFFICE OF PUBLIC HEALTH
    L 1282 OPH – ADMINISTRATION
    L 1284 OPH - REGION I
    L 1286 OPH - REGION II
    L 1288 OPH - REGION III
    L 1290 OPH - REGION IV
    L 1292 OPH - REGION V
    L 1294 OPH - REGION V
L 1815 O.F.S.-REGION 2
L 1820 O.F.S.-REGION 3
L 1830 O.F.S.-REGION 5-ACADIANA REGION
L 1835 O.F.S.-REGION 6
L 1840 O.F.S.-REGION 7
L 1845 O.F.S.-REGION 8
L 1850 O.F.S.-REGION 4-ORLEANS REGION
L 1860 O.F.S.-CHLID SUPT. ENFORCEMENT
L 1865 O.F.S.-DISABILITY DETERMINATION
S 1910 DIV OF REHABILITATION SERVICES
L 1911 VOC REHAB - STATE OFFICE
L 1915 VOC REHAB-LAKE CHARLES DISTRICT
L 1917 VOC REHAB-LAFAYETTE DISTRICT
L 1919 VOC REHAB-HOUMA DISTRICT
L 1921 VOC REHAB-BATON ROUGE DISTRICT
L 1923 VOC REHAB-NEW ORLEANS DISTRICT
L 1925 VOC REHAB-SHREVEPORT DISTRICT
L 1927 VOC REHAB-MONROE DISTRICT
L 1929 VOC REHAB-ALEXANDRIA DISTRICT
S 1930 OFFICE OF COMMUNITY SERVICES
S 1935 OCS – ADMINISTRATION
L 1940 OCS-REGION 1
L 1945 OCS-REGION 2
L 1950 OCS-REGION 3
L 1955 OCS-REGION 4
L 1960 OCS-REGION 5
L 1965 OCS-REGION 6
L 1970 OCS-REGION 7
L 1975 OCS-REGION 8
L 1980 OCS-REGION 9
L 1985 OCS-REGION 10
D 2000 DEPARTMENT OF CORRECTIONS
S 2010 DOC – ADMINISTRATION
S 2020 C. PAUL PHELPS CORRECTIONAL CNTR
S 2030 LOUISIANA STATE PENITENTIARY
S 2055  AVOYELLES CORRECTIONAL CENTER
S 2060  LA. CORRECTN INSTITUTE FOR WOMEN
S 2070  ALLEN CORRECTIONAL CENTER
S 2075  WINN CORRECTIONAL CENTER
S 2080  DIXON CORRECTIONAL INSTITUTE
S 2092  WORK TRAINING FACILITY – NORTH
S 2100  ELAYN HUNT CORRECTIONAL CENTER
S 2110  WADE CORRECTIONAL CENTER
S 2120  DIVISION OF PROBATION & PAROLE
S 2130  WASHINGTON CORRECTIONAL CENTER
S 2150  PRISON ENTERPRISES
D 2170  DEPARTMENT OF YOUTH DEVELOPMENT
S 2180  OFFICE OF YOUTH DEVELOPMENT
  L 2182  SWANSON CORR. CENTER FOR YOUTH
  L 2184  JETSON CORRECTIONAL CENTER
  L 2186  BRIDGE CITY CORR CENTER YOUTH
  L 2188  DIV. OF YOUTH SERVICES
D 2200  DEPARTMENT OF PUBLIC SAFETY
S 2210  DPS - MANAGEMENT & FINANCE
S 2215  OFFICE OF LEGAL AFFAIRS
S 2220  OFFICE OF STATE POLICE
  L 2221  OSP – HEADQUARTERS
  L 2222  OSP - TROOP A BATON ROUGE
  L 2223  OSP - TROOP B NEW ORLEANS
  L 2224  OSP - TROOP C GRAY
  L 2225  OSP - TROOP D LAKE CHARLES
  L 2226  OSP - TROOP E ALEXANDRIA
  L 2227  OSP - TROOP F MONROE
  L 2228  OSP - TROOP G SHREVEPORT
  L 2230  OSP - TROOP I LAFAYETTE
  L 2232  OSP - TROOP L MANDEVILLE
  L 2233  OSP REGION 1 HEADQUARTERS
  L 2234  OSP REGION 2 HEADQUARTERS
  L 2235  OSP REGION 3 HEADQUARTERS
  L 2237  BUREAU OF INVESTIGATION
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L 2835 FUR AND REFUGE
L 2837 WILDLIFE
S 2850 OFFICE OF FISHERIES
L 2851 OFF OF FISHERIES-ADMINISTRATIVE
L 2855 MARINE FISHERIES
L 2859 INLAND FISHERIES

D 2900 DEPARTMENT OF REVENUE
S 2910 OFFICE OF REVENUE
S 2920 OFF. OF ALCOHOL BEVERAGE CONTROL
S 2950 LOUISIANA TAX COMMISSION
S 2955 LA TAX FREE SHOPPING COMMISSION
S 2960 OFFICE OF CHARITABLE GAMING

D 3000 DEPARTMENT OF CIVIL SERVICE
S 3010 STATE CIVIL SERVICE
S 3015 DIVISION OF ADMINISTRATIVE LAW
S 3020 MUNICIPAL FIRE & POLICE C. S.
S 3030 ETHICS ADMINISTRATION
S 3040 STATE POLICE COMMISSION

D 3100 DEPT. CULTURE, RECREATN, TOURISM
S 3110 DCRT - OFFICE OF THE SECRETARY
S 3120 OFFICE OF STATE LIBRARY
S 3130 OFFICE OF STATE MUSEUM
S 3135 OFFICE OF STATE PARK
L 3139 DIV. OF OUTDOOR RECREATION
L 3140 OFFICE OF STATE PARKS-ADMIN.
L 3141 FAIRVIEW-RIVERSIDE PARK DIST #1
L 3142 FORT MCCOMB SCA
L 3143 CAMP MOORE SCA
L 3144 CYPREMONT POINT STATE PARK (#2)
L 3145 PLAQUEMINE LOCK - S.C.A. DIST (#2)
L 3146 SOUTH TOLEDO BEND STATE PARK
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D 3300 DEPARTMENT OF STATE
  S 3305 SECRETARY OF STATE
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     L 3320 DEPARTMENT OF ELECTIONS

D 3400 DEPARTMENT OF JUSTICE
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D 3700 DEPT OF AGRICULTURE & FORESTRY
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D 4000 DEPARTMENT OF INSURANCE
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S 4488 E. A. CONWAY MEDICAL CENTER

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S 5935 ST. BD. ELEMEN & SECONDARY EDUC
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S 5958 LA UNIVERSITY MARINE CONSORTIUM
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L 6060 LTC - WEST JEFFERSON
L 6110 LTC - BATON ROUGE
L 6120 LTC – SULLIVAN
L 6130 LTC - HAMMOND AREA
L 6140 LTC – SLIDELL
L 6150 LTC - JUMONVILLE MEM.- NEW ROADS
L 6160 LTC - FLORIDA PARISHES
L 6170 LTC – WESTSIDE
L 6180 LTC - PORT ALLEN
L 6200 LTC – ASCENSION
L 6210 LTC – FOLKES
L 6250 LTC - YOUNG MEMORIAL
L 6260 LTC – LAFOURCHE
L 6270 LTC- RIVER PARISHES
L 6320 LTC – LAFAYETTE
L 6330 LTC - T.H. HARRIS
L 6350 LTC - TECHE AREA
L 6360 L TC - GULF AREA
L 6370 LTC – EVANGELINE
L 6380 LTC - CHARLES B. COREIL
L 6412 LTC – OAKDALE
L 6414 LTC-MORGAN SMITH
L 6416 LTC – ACADIAN
L 6470 LTC – ALEXANDRIA
L 6480 LTC - HUEY P. LONG
L 6490 LTC - AVOYELLES
L 6500 LTC - SHELBY M. JACKSON
L 6510 LTC - LAMAR SALTER
L 6540 LTC - SHREVEPORT-BOSSIER
L 6550 LTC - NORTHWEST LOUISIANA
L 6560 LTC – NATCHITOCHES
L 6570 LTC - SABINE VALLEY
L 6572 LTC – MANSFIELD
L 6590 LTC – RUSTON
L 6640 LTC - DELTA OUACHITA
L 6650 LTC - NORTHEAST LOUISIANA
L 6660 LTC - NORTH CENTRAL
L 6670 LTC – TALLULAH
L 6690 LTC – BASTROP
S 6700 ISAAC DELGADO COMMUNITY COLLEGE
L 6705 DELGADO COMM. COLLEGE- GENERAL OPER.
L 6710 DELGADO COMM. COLLEGE- AUXILIARY OPER.
S 6720 ELAINE P NUNEZ COMMUNITY COLLEGE
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L 6745 B. R. COMMUNITY COLLEGE – GENERAL OPER.
L 6750 B. R. COMMUNITY COLLEGE – AUXILIARY OPER.
S 6760 BOSSIER PARISH COMMUNITY COLLEGE
L 6765 BOSSIER COMM. COLLEGE – GENERAL OPER.
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S 6780 SOUTH LA. COMMUNITY COLLEGE
L 6785 SOUTH LA. COMM. COLLEGE – GENERAL OPER.
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S 6800 RIVER PARISH COMMUNITY COLLEGE
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S 6820 LOUISIANA DELTA COMMUNITY COLLEGE
L 6825 LA. DELTA COMM. COLLEGE – GENERAL OPER.
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S 6840 L. E. FLETCHER COMMUNITY COLLEGE
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S 6860 SOWELA COMMUNITY COLLEGE
L 6865 SOWELA COMM. COLLEGE – GENERAL OPER.
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D 7000 EMPLOYEE BENEFIT SYSTEMS
S 7010 LA. SCHOOL EMPLOYEE RETIRE SYSTM
S 7030 LA. STATE EMPLOYEES RETIRE SYSTM
S 7050 LA. TEACHERS RETIREMENT SYSTEM
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S 7075 FIREFIGHTERS RETIREMENT SYSTEM

D 7200 MISC. BOARDS & COMMISSIONS
S 7201 BD. OF ARCHITECTURAL EXAMINERS
S 7203 LICENSING BD. OF CONTRACTORS
S 7204 BD. OF RADIO & TV TECHNICIANS
S 7205 MOTOR VEHICLE COMMISSION
S 7207 LOUISIANA CEMETARY BOARD
S 7208 BD. CERTIFIED PUBLIC ACCOUNTANTS
S 7211 BD. CERTIFIED SHORTHAND REPORTERS
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S 7214 LOUISIANA REAL ESTATE COMMISSION
S 7215 N.O. CITY PARK IMPROVEMENT ASSC.
S 7216 LA. AUCTIONEERS LICENSING BOARD
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S 7218 BD. OF BARBER EXAMINERS
S 7219 MUNICIPAL POLICE EMPLOYEES RETIREMENT SYSTEM
S 7220 RADIOLOGIC BOARD
S 7221 LA. ST BOXING & WRESTLING COMM.
S 7223 LA. NAVAL MEMORIAL COMMISSION
S 7224 SEAFOOD PROMOTION BOARD
S 7225 ASCENSION ST JAMES AIRPORT AUTH.
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S 7650 LOUISIANA LAW INSTITUTE
S 7660 JOINT LEG. COMM. ON THE BUDGET
S 7665 JOINT LEG. BUD. CONTROL COUNCIL

D 7700 JUDICIARY

S 7710 COURTS OF APPEAL
  L 7720 1ST CIRCUIT COURT OF APPEALS
  L 7730 2ND CIRCUIT COURT OF APPEALS
  L 7740 3RD CIRCUIT COURT OF APPEALS
  L 7750 4TH CIRCUIT COURT OF APPEALS
  L 7760 5TH CIRCUIT COURT OF APPEALS
S 7770 LOUISIANA SUPREME COURT
S 7775 CRIMINAL COURT-PARISH OF ORLEANS
S 7780 DISTRICT COURTS
ATTACHMENT “IV”

WORKERS’ COMPENSATION PROPOSER COST SHEET

EVALUATION OF THE HOURLY FEE WILL BE BASED ON A WEIGHTED AVERAGE OF THESE THREE QUOTATIONS:

_______________________ Hourly Fee – Professional Time

_______________________ Hourly Fee – Travel Time

_______________________ Hourly Fee – Wait Time
CERTIFICATION STATEMENT

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: ________
_____________________________________________________________________________

SIGNATURE of Proposer’s Authorized Representative
ATTACHMENT “VI”

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: __________________________________________
TITLE:___________________________________________

NAME:___________________________________
TITLE:___________________________________
ATTACHMENT “VII”

DEFINITIONS AND CLARIFICATIONS

ORM’S TRANSITIONAL DUTY POLICY CAN BE ACCESSED BY VISITING OUR WEBSITE AT http://www.state.la.us/orm.tranduty.htm

1. TRANSITIONAL DUTY: Transitional duty represents “other” duties an injured worker is physically capable of performing at his agency of employment with the approval of his/her treating physician. Transitional duty ideally should not exceed six (6) months. While the Office of Risk Management has developed a Transitional Duty Program for the State of Louisiana, each agency is responsible for tailoring its own transitional duty program.

2. DISPUTED TRANSITIONAL DUTY CANDIDATE: This represents those injured workers whose employing agency does not feel the injured worker can be accommodated with the restrictions that have been designated by the treating physical because of the nature of the service rendered by the agency.

3. NURSE INVOLVEMENT: Nurses are expected to monitor the medical progress of injured workers and to report and make recommendations accordingly.

4. INTERNAL QUALITY CONTROL: This refers to the prospective proposer’s internal quality controls. Each proposer is expected to have in place certain standards of protocol to insured delivery of a quality rehabilitative service such as how often cases are reviewed by supervisors, are reports reviewed for accuracy prior to transmitting to an adjuster, etc.

5. AGENCY OF EMPLOYMENT: This refers to the State agency where the claimant was injured.

6. INITIAL VOCATIONAL EVALUATION: This shall include initial interview, vocational testing, and transferable skills analysis. Required training, testing and/or educational needs of the injured worker will be the responsibility of the Office of Risk Management.

7. “SHAM REHAB”: This refers to rehabilitative services that are not in accordance with RS 23:1226 of the Louisiana Workers’ Compensation statute. The Office of Risk management expects vocational rehabilitation professionals to adhere to vocational rehabilitation standards, procedures, and protocol at all times in accordance with current vocational rehabilitation statutes as well as requirements of the Workers’ Compensation statute. Any requests to perform outside the statute or any refusal to comply with vendor requests that are within the statute and to the best interest of the State should be brought to the attention of Claims Manager at ORM.

While it is virtually impossible to determine how the judicial system will rule on any given matter, if work is performed within the guidelines set forth in vocational rehabilitation and workers’ compensation statutes, responsibility will be determined on a case-by-case basis. ORM has the right to hold any vendor accountable for its actions. To date, ORM has not experienced an adverse decision due strictly to vocational rehabilitation or the lack thereof.

It is not the intention of ORM to arbitrarily hold rehab vendors responsible for every adverse decision, however, ORM does expect to hold vendors accountable for practices that are not in accordance with
the statute and said action results in an adverse decision for the same.

8. **COST PER COMPONENT:** Proposer may incur expenses for each component for a maximum amount of $12,000.00 per case.

   Example:  
   - Medical Case Management: $3,000.
   - Transitional Duty: $1,500.
   - Vocational Rehabilitation: $7,500.

   **Total Billed:** $12,000.

   **All cases should not always require all three components.**

9. **PROFESSIONAL TIME:** Accountable time period used for professional services in providing medical case management, transitional duty and vocational rehabilitation services as well as any other services rendered by professionals needed to meet the needs of the injured worker.

10. **WAIT TIME:** Accountable time that is expended waiting to see a member of the medical professional only.

11. **TRAVEL TIME:** Accountable time required for travel to/from the nearest metropolitan city to/from the work site, claimant’s home, doctor’s office, agency of employment, etc., while performing medical case management, transitional duty and vocational rehabilitation services.
ATTACHMENT “VIII”

WORKERS’ COMPENSATION CLAIMS FOR THREE (3) FISCAL YEARS

Number of Referrals per year
2002 - 355
2003 - 514
2004 - 604
ATTACHMENT “IX”

SAMPLE CONTRACT

Be it known, that on this (Date) day of (month), (year), the Office of Risk Management, (herein after 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. CORPORATION REQUIREMENTS

   If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall obtain a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana Secretary of State upon the award of the contract.

   If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall file a disclosure of ownership form and, if outside of Louisiana, a certificate of authority is properly filed with the Louisiana Secretary of State upon the award of the contract.

4. BOARD RESOLUTION

   The contractor, if a corporation, shall secure and attach to the contract a formal, dated Board Resolution indicating the company official/agent is a corporate representative and authorized to sign said contract.

5. 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 ___________________.

6. 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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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, 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.

14. 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.

15. 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.

16. ENTIRE AGREEMENT CLAUSE

The contract, together with the RFP and addenda issued thereeto 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.

17. 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.

18. 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.

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.

b. 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.

c. 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.

d. 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.

19. Indemnification

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, and Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising from the activities or recommendations of the Contractor or arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, its physician advisors, consultants, medical services personnel, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action expect of those claims, demands and/or causes of action arising out of negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives and/or employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits as its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

20. GOVERNING LAW

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

21. 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.

22. 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.

23. 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.

24. ACCESS TO INFORMATION

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

25. 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.
26. 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.

27. 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.

28. PATENT AND OTHER PROPRIETARY RIGHTS INDEMNITY

The Contractor warrants that all materials and/or products produced hereunder will not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any third party. In the event of any claim by any third party against the Office of Risk Management, the Office of Risk Management shall promptly notify the Contractor and the Contractor shall defend such claim in the Office of Risk Management's name, but at Contractor's expense and shall indemnify the Office of Risk management against any loss, expense or liability arising out of such claim, whether or not such claim is successful.

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: ___________________________

______________________________ ___________________________

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