

EXHIBIT A
THE OHIO INDUSTRIAL COMMISSION
Request for Proposal
Medical Advisor

The Ohio Industrial Commission (OIC) is responsible for the adjudication of disputed Workers' Compensation claims in a fair and equitable manner. The OIC conducts hearings on appeals and motions at offices located in Columbus, Cincinnati, Dayton, Akron, Youngstown, Toledo, Lima, Logan, Cleveland, Cambridge, Mansfield, and Portsmouth.

I. SCOPE OF WORK.

A. Exam / File Review Functions

1. Protocol Management

- A. Develop, implement, and administer medical examination/addenda and file review completion procedures.
 - i. General Procedural Outline
 - ii. Specifically required elements
 - a) By specialty
 - b) By issue – e.g., permanent total disability, compensation accrued at the time of death
 - iii. Assist in development and maintenance of questions used in examination referral requests.
- B. Develop, implement, and administer procedures for depositions and interrogatory responses.
- C. Develop medical examination and file review scheduling criteria and guidelines.
 - i. Specialty selection process
 - ii. Geographical regions
- D. Develop and maintain the OIC Medical Examination Manual.
- E. Assist in the development and implementation of Information Technology applications and procedures that support medical programs.

2. Quality Assurance

- A. Work in collaboration with the Director of Medical Services on quality assurance processes.
 - i. Provisional and extended review needs
 - ii. Annual peer review system
 - iii. Injured worker survey data
- B. Review and evaluate selected reports of medical examination and file reviews.
 - i. Standard format
 - ii. Required content
 - iii. Unequivocal opinion

- C. Participate in monitoring and reviewing examination procedures and activities.
 - i. Independent practitioner / provider activities
 - ii. OIC medical exam and review procedures
 - D. Develop and communicate (with Commission Members' approval) OIC medical policy.
 - E. Assist in review and evaluation of performance of existing specialists on a regular (not less than annual) basis.
 - F. Assist the Director of Adjudication with review and evaluation of sufficiency of medical information as hearing evidence.
 - G. Develop (with assistance of Director of Adjudication) input mechanisms for Hearing Officers on medical issues discovered during the hearing process.
3. Tracking and Evaluation
- A. Assist Management Planning with the development of data capture mechanisms and measurement criteria.
 - i. Individual provider
 - ii. Overall program
 - B. Assist Management Planning and/or Director of Medical Services with development of reports for tracking and analysis of medical program and provider activities.
 - i. Qualitative
 - ii. Quantitative
 - C. Review reports, as well as data, and provide analysis with activity plans to the Director of Adjudication.
4. Ongoing Needs Analysis
- A. Review workers' compensation-related information and analyze for impact on OIC medical programs.
 - i. Medical reports and information
 - a) Internal
 - b) External
 - ii. Commission Member decisions
 - iii. Legal and adjudicatory information
 - iv. Committee participation
 - B. Develop proposed program and procedures on a proactive basis to address anticipated needs.
- B. Panel Development / Maintenance
- 1. Credentialing
 - A. Develop qualification criteria for OIC specialists.
 - i. General qualifications

- ii. Specialty specific qualifications
- B. Assist in reviewing specialist candidates' qualifications.
- C. Provide recommendation in the selection of qualified candidate(s) (with Commission Members' approval).
- 2. Resource Development / Maintenance
 - A. Analyze need for specialists.
 - i. By geographic zone and region
 - ii. By specialty
 - B. Provide recommendations for the development, implementation, and administration of the specialist recruitment program.
 - C. Assist with development of training program for specialists.
 - D. Actively recruit and train specialists.
 - E. Assist in review and maintenance of existing specialists' credentialing documentation.
 - F. Provide recommendation on renewal applications of existing specialists on our panel on a five-year rotation basis.
 - G. Recommend removal of deficient providers (with Commission Members' approval).
 - i. Deficient by reason of performance evaluation
 - ii. Deficient by Commission Members or Provider Review Panel decision
- 3. Utilization Management
 - A. Assist in development of regional medical scheduling criteria (provider rotation).
 - B. Assist in the implementation and administration of examination and review scheduling programs (rotation procedures, etc.).
 - C. Assist with review and analysis of utilization experience and program needs.
 - i. Payment history – individuals
 - ii. Expense history – program
 - iii. Scheduling history (frequency) – individuals
 - iv. Exam frequency – program
 - D. Assist Information Technology, Regional Operations, Medical Services, and Hearing Services (when required) in the evaluation and refinement of provider program procedures.
- 4. Program Support Assistance
 - A. Development (with assistance of the Chief Communications Director) and maintenance of training materials for specialist examiners.
 - B. Assist with maintenance of medical information files.
 - i. Specialist applications with support documentation

- ii. Agency medical program information
 - iii. Provider utilization information
 - 5. Staff Development Assistance
 - A. Assist (when required) with training of support staff (claim examiners, word processors, clerical staff, etc.) and hearing officers in areas relating to Medical Services.
- C. Program Management
 - 1. Fee Schedule Management
 - A. Recommend appropriate compensation (fee) schedules for medical examinations and reviews.
 - 2. Procedural Development
 - A. Assist with the development of Information Technology and Management Planning applications relating to medical examinations.
 - 3. Inquiry / Complaint Response
 - A. Respond to inquiries and complaints regarding OIC specialist examiners.
 - i. Inquiries and complaints from interested parties
 - ii. Inquiries and complaints from OIC management
 - iii. Inquiries and complaints regarding Medical Services examination / review program(s)
 - B. Investigate complaints.
 - C. Suggest or initiate appropriate follow-up activity subsequent to complaints or inquiries.
- D. General
 - 1. Advisory Activity
 - A. Advise the Commission and OIC management on issues requiring medical expertise.
 - 2. General Participation and Assistance in matters involving medical issues.

II. WORK SCHEDULE

The Medical Advisor will be free to set their own work schedule in order to accomplish the duties set forth above, however, the Commission may direct the Medical Advisor to perform specific duties at designated times and locations. Most duties are required to be performed in the OIC Columbus Office.

III. CONTRACT TERM

The initial contract is anticipated to begin on or about 01/01/2020 and end on or about 06/30/2021 with total hours limited to 1560 for the term. The contract will include an option to renew the contract for no more than two additional years. Any subsequent contract entered into shall be limited to 1040 hours for each fiscal year.

IV. MINIMUM QUALIFICATIONS

The OIC will only accept proposals from individuals that can demonstrate the following:

- A. Must have a current and valid driver's license;
- B. Must have board certification as Medical Doctor (M.D.) as recognized by the American Board of Medical Specialties or as Doctor of Osteopathy (D.O.) as recognized by the American Osteopathic Association;
- C. Must have a current unrestricted license to practice by the State of Ohio Medical Board with no suspension, public reprimand, or probation from professional practice within the past five years;
- D. Must have a minimum of ten (10) years of full time, clinical practice experience within their specialty;
- E. Must have a minimum of ten (10) years of direct patient care in workers' compensation medicine or work injury medicine, including performance of medical examinations and preparation of reports used to determine impairment;
- F. Must have documentation regarding eight hours of Continuing Medical Education credits specific to impairment rating, completed within the last five years; and
- G. Must have a current unrestricted Drug Enforcement Administration (DEA) certificate.

These requirements are necessary to meet the demands of the many responsibilities pertinent to this contract. The successful proposer must be independent from any other employers/contractors or other professional commitments in order to maintain the impartiality of the guidance provided in review of contested workers' compensation claims.

The successful proposer must maintain practice specialty certification, as well as, a current unrestricted license to practice by the state of Ohio Medical Board throughout the duration of the contract. Contractor must not have any actions against their professional license, in any state or country, including, but not limited to, voluntary/involuntary restrictions, denial, revocation, suspension, surrender, or cancellation throughout the duration of the contract.

The successful proposer must maintain current unrestricted DEA certificate and a valid driver's license throughout the duration of the contract.

V. PROPOSAL REQUIREMENT

The proposal shall include a minimum of the following information:

- A. Education - include college level degrees with the name of the applicable institutions and the type of degree received. Also include continuing education related to workers' compensation, industrial medicine, or related fields.
- B. Work experience - List work experience since receiving your medical degree. Give specific information about your medical experience as it relates to workers' compensation or work injury. If your experience is in a field related to workers' compensation or work injury medicine, provide specific narrative regarding the relationship and your specific involvement in that area of medicine. The description of your experience shall include the amount of time spent practicing medicine in workers' compensation or work injury medicine. A description of your experience should also

relate your involvement in these fields as an approximate percent of your total practice time.

C. Technical approach to required duties - Provide a narrative regarding your proposed approach for the accomplishment of the duties included in this request for proposal.

D. Proposed Fee - Include your proposed fee on an hourly basis.

VI. REQUIRED PROPOSAL DATE

Proposals shall be sent to:

The Ohio Industrial Commission
Medical Services, Floor 10
30 West Spring Street
Columbus, Ohio 43215

Proposals will only be accepted if received by the OIC by 5:00 p.m. Eastern Standard Time on 10/11/2019. The proposal shall be submitted in an envelope marked "The Ohio Industrial Commission, Proposal for Medical Advisor."

VII. REQUEST OF PROPOSAL QUESTIONS

Questions or clarifications concerning the "Request for Proposal" can be directed to Sara Castle at 614-387-3898.

VIII. PROPOSAL EVALUATION

Each proposal will be evaluated by a team of OIC employees. The scoring will be weighted as follows:

Education	10%
Medical experience relating to Workers' Compensation	30%
Technical approach to required duties	40%
Proposed fee	20%

IX. CONTROLLING BOARD AUTHORITY -

After evaluation is completed, the OIC will select the successful bidder, a contract will be written, and this contract will be submitted to the State Controlling Board for approval. If Controlling Board approval is not secured, the OIC shall not be obligated to execute the contract for the Medical Advisor.

X. OTHER MATTERS -

A. **Proof of Insurance** - The successful proposer shall be required at all times during the term of the project to subscribe and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required hereunder and to indemnify and save harmless the OIC from any and all liability from and under said act. As an express condition precedent to the award of any agreement pursuant to this RFP, the proposer shall provide proof (a copy of a current certificate) that the proposer has workers' compensation coverage.

Failure to maintain coverage at any time during the term of the agreement shall be deemed a material breach of the agreement. The OIC may terminate the agreement immediately, without notice, for such failure.

- B. **Independent Relationship** - The successful proposer shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for social security, unemployment benefits, pensions, or other payroll expenses. As an independent contractor, the successful proposer is not a public employee or a contract employee under Chapter 145 of the Revised Code.
- C. **Non-discrimination** -The successful proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The successful proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their race, color, religion, sex, age or national origin.

Such action shall include, but not be limited to, employment upgrading, promotion, demotion, termination, rates of pay, or other forms of compensation, and selection for training. The successful proposer agrees to post in conspicuous places available to employees and applicants for employment notices summarizing the provisions of the equal opportunity clause.
- D. **Applicable laws** -The contract shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. The parties mutually agree to submit exclusively and irrevocably to the jurisdiction of Ohio in any and all disputes arising with regard to this RFP or any resulting agreement.
- E. **Cancellation** - The contract between the successful proposer and the OIC will stipulate that the OIC may terminate the contract for misfeasance or nonfeasance; specifically lack of performance of the prescribed duties, improper action, lack of compliance with directives issued by the OIC, or conflict of interest. This termination will be effective upon the receipt of written correspondence from the OIC to the proposer.
- F. **Billing** -The successful proposer may submit progress billings after the contract work has commenced for the actual hours worked at the hourly rate specified in the contract. All invoices must certify that all amounts set forth therein are properly due and payable for work performed by the successful proposer. All payments to the successful proposer shall only be made upon the approval of the OIC.
- G. **Expenses** – All obligations or expenses incurred by the successful proposer in the performance of the contract shall be limited to the following:
 - 1. **Elective Conferences and Seminars** - The OIC will pay registration fees and reimburse the successful proposer for the actual hours worked at the hourly rate specified in the contract up to eight (8) hours per day (not applicable to recreational activities or travel time) for conferences and/or seminars related to workers' compensation medicine or work injury medicine in accordance with Office of Budget and Management (OBM) rules and directives. Conference or seminar expenses shall only be paid if pre-approved by the OIC Chairperson or Executive Director. The total of all conference expenses, seminar expenses, and reimbursement for the actual hours worked at the hourly rate specified in the

contract shall be limited to five thousand dollars (\$5,000) per State fiscal year. The OIC will not pay expenses, reimburse, or reimburse for time spent to attend a conference or seminar if the Contractor is to receive payment, reimbursement, or reimbursement for time spent to attend a conference or seminar from a non-OIC source.

2. **Work-Assigned Travel** - The OIC will pay travel expenses and reimburse for the actual hours worked at the hourly rate specified in the contract up to eight (8) hours per day (not applicable to recreational activities) for work-assigned travel up to one thousand five hundred dollars (\$1,500) per State fiscal year.
- H. **Conflict of Interest** -The successful proposer cannot participate in any activity during the contract period that is considered a conflict of interest. Such activities, include but are not limited to, conducting examinations or file reviews that will be used in OIC hearings, except for file reviews conducted for the OIC under the terms and duties described in section I above.
- I. Pursuant to the **Americans with Disabilities Act**, the OIC does not discriminate on the basis of disability in awarding personal service contracts or contracts with outside vendors in accordance with R.C. 125.111. Qualified individuals who require special accommodations due to disability should contact the Office of Human Resources at (614) 466-2765 to make such needs known to the Equal Employment Opportunity Officer. The OIC will consider a reasonable accommodation where the accommodation is necessary and available and does not present an undue hardship to the OIC.
- J. **Child Support** - The successful proposer agrees to cooperate with the Ohio Department of Jobs and Family Services (ODJFS) and any Ohio Child Support Enforcement Agency (CSEA) in ensuring the awarded Contractor meets any child support obligations established under state law. Further, by executing this agreement, the successful proposer certifies present and future compliance with any court order for the withholding of support, which may be issued pursuant to R.C. 3121.03 to 3121.12.
- K. **Prohibitions Regarding Dangerous Ordnances** -The successful proposer is prohibited from possessing or having under their control, a “deadly” weapon or “dangerous ordnance”, as defined in R.C. 2923.11, while conducting business related to the contract resulting from this Request for Proposal, or while conducting business in or on State-owned or leased property.

The successful proposer shall not carry or store a weapon or dangerous ordnance in a building or portion of a building owned or leased by the Agency. This includes, but is not limited to, State-owned or leased vehicles, State-owned or leased controlled parking facilities, garages, or surface lots. Prohibited items shall not be stored in personal vehicles parked in State-owned or leased property.

Any successful proposer who has been issued a Permit to carry a concealed weapon in the State of Ohio is not exempt for the above provisions. Those who carry or possess a weapon must store said weapon, in accordance with the law, prior to entering an area in which a weapon is prohibited.