

# **EXHIBIT A**

## **THE OHIO INDUSTRIAL COMMISSION**

### **Request to Purchase**

#### **Medical Advisor**

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

#### **I. RESPONSIBILITIES**

**Responsibilities are to the Commission as a whole. Administratively, the position is within the Medical Services section.**

##### **A. EXAM / FILE REVIEW FUNCTIONS**

###### **1. Protocol Management**

- a. Develop, implement and administer medical examination and file review completion procedures.**
  - (1) General procedural outline**
  - (2) Specifically required elements**
    - (a) By specialty**
    - (b) By issue – e.g. permanent total, compensation accrued at the time of death**
  - (3) Assist in development and maintenance of questions used in examination referral requests**
- b. Develop medical examination and file review scheduling criteria and guidelines.**
  - (1) Number of examinations required (specialties required)**
- c. Develop and maintain the Industrial Commission Medical Examination Manual.**

- d. Assist in the development and implementation of Information Technology applications and procedures which support medical programs.**

## **2. Quality Assurance**

- a. Work in collaboration with the Director of Medical Services on quality assurance issues.**
- b. Review and evaluate selected reports of medical examinations and file reviews.**
  - (1) Standard format**
  - (2) Required content**
  - (3) Unequivocal opinion**
- c. Participate in monitoring and reviewing examination procedures and activities.**
  - (1) Independent practitioner / provider activities**
  - (2) Industrial Commission medical exam and review procedures**
- d. Develop and communicate (with Commission approval) Industrial Commission medical policy.**
- e. Assist the Director of Hearing Services with review and evaluation of sufficiency of medical information as hearing evidence.**
- f. Develop (with assistance of Director of Hearing Services) 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.**
  - (1) Individual provider**
  - (2) Overall program**
- b. Assist Management Planning and/or the Director of Medical Services with development of reports for tracking and analysis of medical program and provider activities.**
  - (1) Qualitative**
  - (2) Quantitative**

**c. Review reports and data and provide analysis and activity plans to management.**

**4. Ongoing Needs Analysis**

**a. Review workers' compensation related information and analyze for impact on Industrial Commission medical programs.**

**(1) Medical reports and information**

**(a) Internal**

**(b) External**

**(2) Commission decisions**

**(3) Legal and adjudicatory information**

**b. Develop proposed program and procedures on a proactive basis to address anticipated needs.**

**B. NETWORK DEVELOPMENT / MAINTENANCE**

**1. Certification and Evaluation**

**a. Develop qualification criteria for Commission specialist examiners.**

**(1) General qualifications**

**(2) Specialty specific qualifications**

**b. Assist in reviewing provider candidates' qualifications.**

**c. Provide recommendation in the selection of qualified candidate(s) (with Commission approval).**

**d. Assist in review and evaluation of performance of existing providers on a regular (not less than annual) basis.**

**2. Resource Development / Maintenance**

**a. Analyze need for specialist examiners.**

**(1) By geographic zone and region**

**(2) By specialty**

**b. Provide recommendations for the development, implementation, and administration of the specialist examiner recruitment program.**

- c. **Assist with development of training program for specialist examiners.**
- d. **Actively recruit and train specialist examiners.**
- e. **Recommend removal of deficient providers (with Commission approval).**
  - (1) **Deficient by reason of performance evaluation**
  - (2) **Deficient by Commission 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.**
  - (1) **Payment history – individuals**
  - (2) **Expense history – program**
  - (3) **Scheduling history (frequency) – individuals**
  - (4) **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 Customer and Staff Resources Director) and maintenance of training materials for specialist examiners.**
- b. **Assist with maintenance of medical information files.**
  - (1) **Specialist applications with support documentation**
  - (2) **Industrial Commission medical program information**
  - (3) **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 Industrial Commission specialist examiners.

- (1) Inquiries and complaints from interested parties

- (2) Inquiries and complaints from Industrial Commission management

- (3) 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 Commission management on issues requiring medical expertise.

### **2. General Participation and Assistance to Benefit the Agency**

## **II. WORK SCHEDULE**

The Medical Advisor will be free to set his/her own work schedule 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 required are to be performed in the OIC Columbus office.

### **III. CONTRACT TERM**

The initial contract is anticipated to begin on or about July 1, 2015 and end on or about June 30, 2017 with total hours limited to 2080 for the term. The total hours for the period covering July 1, 2015 through June 30, 2016 will be limited to 1040. The total hours for the period covering July 1, 2016 through June 30, 2017 will be limited to 1040. The contract will also include two options to renew the contract annually for up to two additional years. Each year during any renewal period for which the Commission has exercised its options will be limited to 1040 hours for each fiscal year.

### **IV. MINIMUM QUALIFICATIONS**

Proposals will only be accepted from those with a medical degree and a license to practice medicine in the State of Ohio with 10 years experience in workers' compensation medicine or work injury medicine including conducting medical examinations and preparing reports used to determine impairment. Candidates must be board certified in their practice specialty and must maintain certification throughout the duration of the contract.

### **V. PROPOSAL REQUIREMENTS**

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, impairment evaluation or related fields.

#### **B. WORK EXPERIENCE**

Record work experience since receiving your medical degree. Give specific information about your medical experience as it relates to workers' compensation or work injury medicine. 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 will only be accepted if received by the Industrial Commission by 5:00 pm eastern standard time on January 31, 2015.

Proposals shall be submitted in an envelope marked "Proposal for Medical Advisor" and sent as follows:

Wanda Mullins, Director Medical Services  
The Ohio Industrial Commission  
P.O. Box 15218  
Columbus OH 43215-5218

or attached to an e-mail [wanda.mullins@ic.ohio.gov](mailto:wanda.mullins@ic.ohio.gov)

or fax to: (614) 466-1051

#### **VI. REQUEST FOR PROPOSAL QUESTION**

Questions or clarifications concerning the "Request for Proposal" may be directed to Wanda Mullins, Director of Medical Services, 614-644-9234.

#### **VIII. PROPOSAL EVALUATION**

Each proposal will be evaluated by a team of Industrial Commission representatives. The scoring will be weighted as follows:

A. Technical approach to required duties	40%
B. Medical experience relating to Workers' Compensation	30%
C. Proposal fee	20%
D. Education	10%

#### **IX. CONTROLLING BOARD AUTHORITY**

After evaluation is completed, the Industrial Commission 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 Industrial Commission 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 Industrial Commission 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 Industrial Commission 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, workers' compensation benefits, pensions, or other payroll expenses. As an independent contractor, the successful proposer is not a public employee or a contract employee under R.C. Chapter 145.

### **C. NON-DISCRIMINATION**

The successful proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, national origin, military status, disability, genetic information, or sexual orientation. 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, gender, age, national origin, military status, disability, genetic information, or sexual orientation.

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.

### **E. 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.

#### **F. CANCELLATION**

The contract between the successful proposer and the Industrial Commission will stipulate that the Industrial Commission 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 Industrial Commission, or conflict of interest. This termination will be effective upon the receipt of written correspondence from the Industrial Commission to the proposer. Should the successful proposer desire to terminate the contract, a 30-day notice of cancellation will be required.

#### **G. 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 Industrial Commission.

#### **H. EXPENSES**

The Industrial Commission will pay travel and conference expenses related to the specified duties in accordance with Office of Budget and Management travel rules and directives. Conference or seminar expenses shall only be paid if approved by the Chairman or Executive Director of the Industrial Commission.

The total of all travel, conference, and seminar expenses for the initial two-year contract period shall be limited to \$10,000 (\$5,000 each year). During an approved conference or seminar, the Industrial Commission will compensate the medical advisor at the contractual hourly rate for up to eight hours per day while attending conference programs. This hourly reimbursement is not applicable to recreational activities or travel time.

The Industrial Commission will not pay for expenses to attend a seminar or conference if the successful proposer is to receive payment or reimbursement of expenses for attendance from a non-Industrial Commission source.

#### **I. CONFLICT OF INTEREST**

The successful proposer cannot participate in any activity during the contract period which is considered a conflict of interest. Such activities include, but are not limited to, conducting examinations or file reviews that will be used in Industrial Commission hearings, except for file reviews conducted for the OIC under the terms and duties described in section I above.

## **J. CONFIDENTIALITY**

The successful proposer shall maintain any and all records associated with the subject of this Agreement in accordance with any applicable state and federal laws, including, but not limited to, the Ohio Revised Code and the Health Care Portability Act.

The successful proposer will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information may cause the Commission irreparable damage for which remedies other than injunctive relief may be inadequate, and that the successful proposer agrees that, in the event of a breach of the obligations hereunder, the Commission shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of providing proof of actual damages. This provision shall not diminish or alter any right to claim and recover.

## **K. OBM CERTIFICATION AND APPROVAL**

Under R.C. 126.07, orders under this Agreement will not be valid until the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations and, if required, unless the Controlling Board approves the agreement.

## **L. 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 successful proposer 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. 3113.21 to 3113.217.

## **M. DRUG FREE WORKPLACE**

The successful proposer shall comply with all applicable federal, state and local laws regarding smoke free and drug free work places and shall make a good faith effort to ensure that any of his employees engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

## **N. OHIO ELECTIONS LAWS**

The successful proposer affirms that, as applicable to him, no party listed in division (I) or (J) of R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars (\$1,000.00) to the Governor or to the Governor's campaign committee.

**O. CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER 2011-03K AND OHIO ETHICS LAWS**

In accordance with Executive Order 2011-03K, the successful proposer, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this Order. The successful proposer understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

The successful proposer by signature on this Agreement certifies that he is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law in Sections 102.03 and 102.04 of the Ohio Revised Code.

**P. CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER 2011-12K**

**1. Executive Order Requirements**

The successful proposer affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. This Executive Order is provided as an attachment and is also available at the following website:

<http://www.governor.ohio.gov/Default.aspx?tabid=1495>):

The successful proposer also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the successful proposer under this Agreement, and no services shall be changed or shifted to a location(s) that are outside the United States.

**2. Termination, Sanction, Damages**

The State is not obligated and shall not pay for any services provided under this Agreement that the successful proposer performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of contract, and the successful proposer shall immediately return to the State all funds paid for those services.

In addition, if the successful proposer performs any such services outside of the United States, the State may, at any time after the breach, terminate this Agreement for such breach, upon written notice to the successful proposer. If the State terminates the Agreement, the State may buy substitute services from a third party, and the State may recover the additional costs associated with acquiring the substitute services.

**If the successful proposer prepares to perform services, changes or shifts the location(s) of services performed by the successful proposer under this Agreement to a location(s) outside of the United States, but no services are actually performed, the successful proposer has fourteen (14) days to change or shift the location(s) of services performed to location(s) within the United States. The State may recover liquidated damages in the amount of thirty percent (30%) of the value of the Agreement for every day past the time permitted to change or shift the location(s).**

### **3. Assignment/Delegation**

**The successful proposer will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.**

## **Q. CONTRACTOR'S 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. 2323.11, while conducting business related to this Agreement, 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 Commission. This includes, but is not limited to, state-owned or leased vehicles, state-owned and/or leased controlled parking facilities, garages, or surface lots. Prohibited items shall not be stored in personal vehicles parked in state-owned and/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 from 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.**

## **R. AMERICANS WITH DISABILITIES ACT**

**The Industrial Commission 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 Director. The Commission is willing to consider a reasonable accommodation where**

**the accommodation is necessary and available and does not present an undue hardship to the Commission.**

## **S. LIABILITY**

**The successful proposer agrees to indemnify and to hold the Commission and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this contract which are attributable to the proposer's own actions. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters, including matters involving patents, copyrights and trademarks. The successful proposer shall bear all costs associated with defending the Commission against such claims.**