City of Franklin, Tennessee Request for Proposals

Purchasing Office Solicitation No.: 2018-016

1. Solicitation identified: This Request for Proposals applies to the following procurement:

   third-party administrator services for workers compensation self-insurance program

   Purchasing Office Solicitation No.: 2018-016

2. Notice to Proposers publication date: **March 29, 2018**

3. Solicitation release date: **April 2, 2018**

4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **April 17, 2018, 2:00 p.m. Central Time**

5. Proposals submittal deadline and scheduled opening: **April 26, 2018, 2:00 p.m. Central Time**

6. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **May 4, 2018**

7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **May 22, 2018**

8. Objective: To secure, by means of a competitive procurement process, the selection of a responsive and responsible proposal, that best meets the needs of the City of Franklin, to furnish all labor, materials and means necessary to supply and deliver workers compensation self-insurance program third-party administrator services as described below. See the accompanying Instructions for Proposers for additional information and instructions.

9. Exceptions:

   a. To avoid the need to take an exception to this procurement solicitation, potential proposers may request revisions to the same before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation. See the accompanying Instructions for Proposers for contact information.

   b. Any deviation or variance from this procurement solicitation shall be considered by the City to be an exception.

   c. Any exceptions to this procurement solicitation shall be listed in detail in a separate document to be prepared by the proposer. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and

implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the proposal.

10. General terms and conditions:

a. Proposal price: The proposal price shall include all equipment, labor, materials, permit(s), freight and required insurance to render the specified service(s).

b. Delivery terms: As a matter of practice, the City expects vendor to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.

c. Payment terms: As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of all such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for all such goods and/or services as ordered, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the City's preferred payment terms are unacceptable to the proposer, then the proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

d. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in this procurement solicitation the same as though they are written out in full herein.

e. Use of subcontractors: The successful proposer may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.

f. Safe work area: The successful proposer will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the proposer and/or the proposer's subcontractors, if any.

g. Other documents to be required of successful proposer: See the accompanying "Instructions for Proposers" for a listing of other documents to be required of the successful proposer.

h. Damages: The successful proposer shall be responsible for any damages it causes in the course of performing the specified service(s), and shall repair or replace any

damaged property to the satisfaction of the City at the successful proposer's own expense and at no additional charge to the City.

i. Terms and Conditions: By submitting its proposal, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.

j. Refusal to honor submittal: If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.

k. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its proposal, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

11. Detailed requirements: Please note:

- Proposers are required to submit with their proposal a detailed description of all proposed products, items and/or services.
- Any exceptions to this procurement solicitation shall be listed in detail in a separate document to be prepared by the proposer. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.

11.1. Overview and purpose

The City of Franklin seeks to retain a highly qualified service provider for third-party administration services for the City's proposed self-insured workers compensation program option. The City intends for the TPA partnership to deliver objective and measurable results that will reduce the cost and duration of workers compensation claims, provide claim processing in a timely and professional manner, actively pursue subrogation, assist in returning injured employees back to work, offer excellent medical and pharmacy networks, offer a customer-friendly risk management information system, and maintain strong and clear communications with both the injured employees and the City. The City is considering different options for the City's workers compensation program, including this proposed self-insured option which would allow the City to have more control over claims management. The desired outcome of this request for proposals is to allow the City to compare continuing with its large deductible program with transitioning to a self-insured program, and to make a selection on the best choice for the City and its employees.

11.2. Background and context; information supplied

The City's recent experience with its large deductible plan has caused the City to consider whether to implement a self-insured workers compensation program to receive potential savings while still providing the best medical treatment for on-the-job injuries.

Currently, the City insures workers compensation through Travelers Indemnity Company on a large deductible program. The City's claims management is centralized through the Risk Management division of the Human Resources Department. City claims are filed by City Risk Management and records are maintained centrally in this division. City Risk Management coordinates medical appointments and supports a robust return-to-work / transitional duty program.

Please note the following appendices to this Request for Proposals:

- Appendix 1: pertinent exposure information (included in solicitation package).
- Appendix 2: five-year loss run history (available upon request made to the City Purchasing Office via e-mail addressed to purchasing@franklintn.gov).

11.3. Term of award

The services to be rendered pursuant to this procurement solicitation are to be offered for a term of award of two (2) years, effective July 1, 2018 and through June 30, 2020. No extensions to this term of service are anticipated by this Request for Proposals.

11.4. Anticipated scope of services to be rendered by TPA

11.4.1. Generally

The service provider selected by the City pursuant to this Request for Proposals shall provide cost-effective, excellent, and efficient workers compensation third-party administrative services. Such services are anticipated to include, but may not necessarily be limited to, claims management, litigation management, nurse case management and risk management information system. TPA shall perform all services required:

a. to supervise and administer a self-insured workers compensation program for the City;

b. to act as the City's representative in matters relating to the City's obligations under the workers compensation laws of the State of Tennessee; and

c. to adjust all claims, including but not limited to, investigation, reserving and payment, filing reports, negotiating and settling of claims for amounts pre-approved by the City in Special Handling Instructions.

The City will use the results of this RFP process to award a service agreement that does NOT include the takeover of any existing workers compensation claims, but does include only the administration of all new workers compensation claims beginning at the program inception date of 7.1.2018. RFP submissions should include, as appropriate, responses for both life of claim and life of service agreement options.

Failure to meet the service agreement may result in termination of the service agreement at the discretion of the City. The TPA awarded the service agreement will be held accountable and liable for the acts of the TPA's employees, representatives, and sub-contractors and shall defend, indemnify and hold harmless the City of Franklin, its officers, employees, and agents against any claim, loss or liability arising out of or resulting in any way from work performed under the service agreement due to the willful or negligent acts (active or passive) or omissions by TPA's officers, employees, agents, and sub-contractors.

The TPA will be responsible for all penalties assessed by any authorized entity, including but not limited to the Workers Compensation Division of the Tennessee Department of Labor, unless such penalties are for late reporting caused by City's late reporting of a claim. All penalties assessed as a result of TPA actions or inactions shall be the responsibility of the TPA until the entire penalty has been paid, regardless of the service agreement period or the assessment date.

11.4.2. Account Management

A claims account manager shall be assigned to the City. This individual will play an essential role in the successful administration of this program that includes overall responsibility of the following key components of the program.

11.4.3. Service Agreement Administration

Relative to service agreement administration, the City expects the service provider to, at a minimum:

a. Trouble shoot and provide effective solutions to resolve issues or problems with the service agreement and services.

b. Identify key outcome-based measurements that are tracked and deliver program improvements and cost reduction results.

c. Monitor claim trends and audit claim handling procedures to ensure a high level of customer service and best in class claim service deliverables.

d. Host quarterly claim reviews for the City with participation of the claim adjusters, defense attorneys, and case managers as needed.

e. Coordinate an annual stewardship meeting to present service performance metrics, benchmarking and claim trending and loss analysis reports.

11.4.4. Claims Administration Requirements and Expectations

Relative to claims administration requirements and expectations, the City's expectations of the service provider include:

a. Provide a toll-free telephone number for the City and its injured employees.

b. Contact with the City, the injured employee, and the medical provider within 24 hours of receipt of a claim for all other than medical only claims. For medical only claims, contact with the City and the medical provider within 24 hours of receipt of a claim.

c. Upon knowledge of a catastrophic claim, notification shall be made immediately via telephone to the City. These catastrophic types of claims would include:

- Fatality
- Amputations
- Serious disfigurement
- Quadriplegic or Paraplegic
- Serious burns
- Brain injury
- Heart and Lung

d. First aid claims are to be flagged with notice to the City and shall be identified as first aid on all loss run data reports.

e. Incident only claims are to be flagged with notice to the City and shall be identified as incident only on all loss run data reports.

f. Responses to any questions or inquiries by the City or injured employees shall be responded to within one business day.

g. Initial investigation shall be completed within 14 days from the day of receipt of the claim and if needed, further investigation completed within 30 days or as soon as all the facts of the case can be reasonably gathered.

h. Initial plan of action shall be clearly documented in the claim file within 14 days from receipt of the claim and updated every 30 to 60 days.

i. Initial estimate of reserves shall be established within 14 days of receipt of the claim. Adjusters must document the basis for each reserve calculation.

j. Reserve increases of $5,000 or more on any one claim shall be communicated and discussed with the City.

k. Adjuster's notes shall include but not limited to comments regarding exposure, disposition plan for claim closure, financial transactions, supervisor's notes, and any other relevant claim information.

l. Written status reports shall be provided to the City in cases where the incurred value of the claim increases by $10,000 or more and any time upon the request of the City.

m. A comprehensive status report shall be provided to the City at the time that any claim exceeds a total incurred value of $50,000.

n. Prior to the denial of compensability of any claim, the adjuster shall discuss the case with the City for mutual agreement on the denial.

o. TPA shall keep the City informed and involved in all accepted cases prior to sending acceptance letters to injured employees.

p. TPA shall provide copies of all correspondence to the City that is sent to injured employees on the same day that the original is sent to the employee.

q. TPA shall notify the City within 3 days when any previously closed claim is reopened and provide the rational for reopening.

r. Claim adjuster shall notify the City when return to work letters are being sent to the injured employee, anytime that there are changes to the injured employee's work restrictions and at the time of any permanent work restrictions.

s. Transitional and modified duty shall be documented in the claim file and shall include the medical diagnosis, work restrictions and estimated duration of the disability.

t. Documented follow-up to the authorized treating physician(s) is required no later than every 30 days prior to MMI status. Ongoing disability shall be documented through ongoing medical reports.

u. Claim adjuster shall notify the City of any legal or administrative actions that affect any claims, including appeals, pre-notification of depositions, pre-trial or workers compensation board hearing, and benefit review conferences.

v. The City shall have the ability to electronically view the progression of all claims. TPA shall provide the City access to its employees' claim files and related data during normal business hours. The City or its designated representative shall be authorized to visit the TPA's processing or storage premises and have access to all data, including but not limited to paper documents, electronic documents and any other type that relates to payments or non-payments made by TPA and charged to the City. All costs associated with this access or any fees charged related to storage, copying or transferring any data to the City shall be identified in the proposal.

w. The City shall have final approval for all outside case management services utilized, including but not limited to defense attorneys, nurse case managers, vocational experts, and investigative firms.

x. The City shall approve the pursuit of any third-party action or subrogation claim.

y. Request for surveillance shall be discussed and approved by the City.

z. A settlement authorization request shall be submitted to the City for approval prior to any settlement.

aa. TPA shall represent the City at workers compensation hearings and benefit review conferences with the potential for this expense contemplated in the pre-determined claim fee included in the service agreement.

bb. TPA shall notify the excess insurance carrier of potential claims as provided by the excess insurance carrier's coverage requirements.

cc. TPA shall monitor and collect all recoveries due the City.

dd. TPA shall review medical provider bills for appropriateness of fees charged utilizing the Tennessee Medical Fee Schedule and Usual and Customary Fee Schedule.

ee. TPA shall ensure a smooth integration and administration of the existing Medical Provider Network into the TPA Medical Provider Network.

ff. All claim files and claim records shall be the property of the City. TPA shall be responsible for providing claim data to the City upon request for data from the TPA's administrative data system at the administrator's expense.

gg. TPA shall pre-load all City employee information, including but not limited to names, addresses, telephone numbers, email address, date of hire, job description, department, hourly pay rate, supervisor's name, into the RMIS system of the TPA.

hh. TPA shall prepare the monthly RRE EDI reports of claim paid and identify the cost per claim for this service.

ii. TPA shall provide the State of Tennessee with the First Report of Injury notice by EDI.

11.4.5. Litigation Management

Relative to litigation management, the City's expectations of the service provider include:

a. The City reserves the right to select defense counsel.

b. All defense counsel referrals need prior approval by the City.

c. Within 3 business days of referral of a case to defense counsel, a letter shall be directed to the defense attorney by TPA outlining the case status and what is needed from a defense standpoint within a specific time frame.

d. Within 30 days after receipt of the case, defense counsel shall provide written opinions as to compensability, value and settlement, defense strategy and an estimate of the legal fees to handle the case.

e. TPA shall review each legal bill for accuracy.

f. TPA shall audit the effectiveness of legal counsel on the outcome of claims.

11.4.6. Nurse Case Management

Relative to nurse case management, the City's expectations of the service provider include:

a. Pre-authorization by the City is required on all nurse case management assignments.

b. Nurse case manager's action plans and notes shall be documented in the claim file and as appropriate the nurse case manager will participate in claim reviews or when consultation with the nurse case manager is requested by the City.

11.4.7. Claim Staffing Expectations and Claim Handling Philosophies

Relative to claim staffing and claim handling, the City's expectations of the service provider include:

a. A dedicated claims team shall be provided. Adjusters shall have at least 5 years of technical claim adjusting experience within the Tennessee jurisdiction and experience with the Tennessee Workers Compensation Act.

b. Indemnity adjusters shall not have caseloads greater than 130 files.

11.4.8. Special Handling Instruction

A customized claims service instruction is required that includes claim handling best practices and any specific service requirements of the City.

11.4.9. Risk Management Information System (RMIS)

The TPA's Risk Management Information System must have the following abilities:

a. Internet based claim system with access 24 hours per day, 7 days per week to view claim adjuster and supervisor notes, generate loss runs or other pre-scheduled or ad hoc loss management and claims reports.

b. Ability to export claim data into various Microsoft products such as Word, Excel, and Power point.

c. Provide RMIS technical support for questions, problems, or development of customized reporting.

d. Provide claim data in real time or at a minimum uploaded every 24 hours.

e. Import prior loss data from 7.1.2012 through 7.1.2018 into a single database.

f. Provide scheduled loss reports to be sent electronically to the City each month, each quarter, annually and upon request. These reports will include but not be limited to:

- Detailed listing of open claims and closed claims.
- Summaries of all open and closed claims.
- Listing of first aid only claims.
- Listing of incident only claims.
- Claims cost detail.

- Claims by department.
- Claims trending.
- Claims by cause code.
- Claims by injury type.
- Number of lost time days.
- Cost containment activities and fees charged for bill review, utilization review, special bill repricing.
- Financial reconciliation ledger.
- OSHA reports.

g. Quality control program to ensure data integrity and claimant confidentiality. Any RMIS problems will be resolved within 24 hours or less.

h. Image system to scan all documents received pertaining to each case.

i. Fully compliant with reporting requirements.

j. Secured system that may include but not be limited to security audits, protection by intrusion prevention and intrusion detection systems, communications of any claimant's personal information or personal health information protection (monitoring of email and internet traffic, encrypted email, access restricted by user ID and password, and other similar security methods)

11.5. Evaluation criteria

The following criteria shall be used to evaluate response submittals:

A. Competency, experience and qualifications: Competency, experience and qualifications of the firm, as well as of key personnel to be assigned to the project, with projects of similar scope for clients of similar description. Quality and relevance of the identified client references. Any conflicts of interest between the firm and/or its key personnel and the City. Whether the firm has the financial wherewithal to perform the services described by the Request for Proposals. Value: up to 20 points.

B. Technical expertise; means, methods and systems: Demonstrated knowledge, skills and abilities in the successful delivery at a very high level of the services sought. Established means, methods and systems in place to deliver those services. Value: up to 20 points.

C. Unique strengths of the proposer/proposal: Exceptional, value-added features or capabilities of the firm and/or individuals that would be assigned to the project; identifiable differentiation(s) between the firm and its competition. Unique strengths of the proposal. Value: up to 10 points.

D. Thoroughness and quality of proposal: Thoroughness and degree of responsiveness of the proposal to the Request for Proposals, including the instructions. Degree to which the proposal conveys an understanding of the City's needs. Degree to which the

proposal predicts the results of the City accepting that proposal and whether those results would address the City's stated goals and objectives. Value: up to 15 points.

E. Pricing and payment clarity: Clarity of proposed pricing. Clarity of payment timing. Value: up to 10 points.

F. Fee for proposed products and services: Value of grand total pricing, including expenses, with more points awarded to lower pricing. Value: up to 25 points.

11.6. Information required to be included in proposal

The following information shall be included by the potential service provider in its submittal in order for it to be considered responsive:

A. Competency, experience and qualifications:

1. Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history.
2. Describe the firm's experience, expertise, and capabilities, especially with respect to similar projects and clients, that makes it well qualified for this project.
3. Identify key personnel that would be assigned to this project and identify each individual's education, certifications, experience, and qualifications that makes him/her well qualified for this project.
4. Indicate the degree of availability of each identified individual for this project. Identify the number of additional projects which will be managed by key personnel during the timeframe of this project.
5. Identify how long the organization has been providing the services being requested.
6. Describe the firm's past success, including whether the project was completed on time, within budget and to a high level of quality, especially with respect to similar projects and clients.
7. List at least three (3) but no more than five (5) clients for whom, within the last three (3) years, the firm has provided services closely resembling the services being requested. For each client, describe the type of work performed by the firm, indicate similarities and differences of the client with the City, and note the period of time the firm was or has been retained as a client. For each client, include the name, title, street address, current e-mail address, and current telephone number of the person best informed and qualified to speak about the project that the City may contact as a reference for that client.
8. Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and the City.
9. Describe, and provide documentation to support the description of, the firm's financial wherewithal to perform the services requested. Provide three years of audited financial statements for your company or provide the link for electronic

copies. Also, confirm that your company is compliant with SSAE 18 for financial controls for Service Organization Controls (SOC).

10. Confirm your company is a recognized claims administrator of self-insured workers compensation programs and licensed to do such business in Tennessee and that your company is in full compliance with statutory and applicable regulatory agencies.

11. Confirm your company is a registered Responsible Reporting Entity (RRE) as respects the Medicare Secondary Payer Act of 2014.

12. Indicate the ability of the firm to meet the City's insurance requirements (see below).

13. Provide information of the circumstances and status of any disciplinary action taken or pending against your company during the last three years by a state regulatory body or professional organization.

B. Technical expertise; means, methods and systems:

1. Identify, describe and explain the proposed methodology and approach to achieving the City's desired results and outcomes.

2. Provide a copy of your company's best claim practices, a sample special handling instruction agreement, a sample of your standard performance guarantee, a sample your standard and customized claim reports, and a sample of monthly reconciliation report.

3. Describe and demonstrate the capabilities and cost savings comparative of your managed care/medical cost containment program including but not limited to case management services, utilization review and bill reviews. Indicate which services are owned by your company and which services are sub-contracted by you. If services are sub-contracted, disclose any commissions and/or any other type of compensation you receive from the sub-contractors.

4. Regarding Nurse Case Management:

   a. Describe how your company utilizes nurse case managers. Identify if they are employees or contracted. Identify if contact is telephonic or on-site and how that is determined.

   b. Describe how your claim adjuster assesses.

5. Regarding Claim Staffing Expectations and Claim Handling Philosophies:

   a. TPA shall identify proposed staff members who would be assigned to the City and submit resumes detailing their qualifications and experience with municipalities.

   b. TPA shall describe the caseloads of medical only and indemnity adjusters.

   c. If workloads increase over the life of the service agreement, TPA shall identify how the company would meet the increased staffing needs.

d. Disclose the turnover ratio of your management team and claims adjusters over the past three years.

e. Describe your staffing back up plan in cases when the team is not available.

f. Describe how your adjusters coordinate other benefit plans and federal disability plans. Identify your ability to work in conjunction with the City to coordinate the payment amounts and timing of benefit checks to avoid duplication of benefits.

g. Describe your new hire orientation and ongoing training for claim adjusters, support personnel and management team regarding legislative changes and current industry trends.

h. Identify any TPA employed board certified physicians or vocational rehabilitation specialists and outline how they support the claim adjuster.

i. Identify the percentage of claims by medical only and indemnity claims that your adjusters close within one year, two years, and beyond two years.

j. Identify the number of contacts with injured employees throughout the duration of a claim, including the claim adjuster's standard method of communication with injured employees and the City.

k. Describe how your claim adjusters identify and manage fraudulent claims.

l. Describe the source of the claim adjusters' absence guidelines for determining the length of disability.

m. Describe how your claim adjusters provide timely payment of benefits and the levels of authority for decision making for payments and settlements.

n. Describe your company's reserving philosophy, including timeliness in establishing initial and subsequent reserves as well as supervisory review and approval process.

o. Describe how your claim adjusters pursue early return to work and assist with the provisions of reasonable accommodations with the authorized treating physician, the injured employee and the City.

p. Describe your claim adjuster's philosophy on administratively closing stipulated awards with further medical exposure.

q. Describe the process and timing of involvement with a medical case manager and authorized treating physician.

r. Describe your process for detecting duplicate medical bills.

s. Describe your procedure for reconciliation when overpayments are made or made to the incorrect provider.

t. Provide a description of your utilization review process and procedures.

u. Identify your prescription network and how first fill prescriptions are handled.

6. Regarding Special Handling Instruction:

   Describe how the special handling instructions would be communicated to the claims team assigned to the City.

7. Regarding Performance Guarantee:

   a. Indicate your willingness to agree to a performance guarantee, subject to mutual agreement between your company and the City.

   b. Include your suggestions regarding the performance areas to be measured, how they would be measured, and when they would occur at intervals.

8. Regarding RMIS:

   a. Describe the latest release or update to your RMIS system, including what upgrades were made and any planned enhancement.

   b. Describe your disaster recovery plan regarding the continuation of your claims management and risk management information system.

   c. Provide a list of data elements you capture and indicate which data elements are available in reportable form.

   d. Advise what standard reports are provided within your service fee and describe in detail.

   e. Describe what type of customized reports are available and the fees charged for customization.

   f. Describe how your system tracks return to work data.

   g. Confirm that your RMIS system produces OSHA recordkeeping logs and forms. Describe how your RMIS collects the necessary data for the OSHA 300 forms.

   h. Describe your process for data transmittal at the end of the service agreement period including the format for data to be provided to the City and conversion assistance when converting data to a new TPA. Include any fees charged for this service.

   i. Describe what system notifications may be communicated or generated by the City.

9. Regarding Quality Management Program:

   a. Describe your claim audit program including areas that are audited, frequency of those audits, and the corrective action on areas in need of improvement.

   b. Describe your customer satisfaction program and how concerns are addressed and resolved.

10. Regarding Loss Control Services:
    a. Identify all loss control services that are available and any applicable charges.
    b. Identify all training resources that are available and any applicable charges.

C. Unique strengths of the proposer/proposal:

1. Describe the exceptional, value-added features of your proposal.
2. Describe what sets your firm apart from your competition.

D. Thoroughness and quality of proposal:

1. Provide evidence that you understand the City's needs as described in the Request for Proposals.
2. Provide evidence that you have responded thoroughly to the Request for Proposals, including the Instructions for Proposers and other component documents to the solicitation package.
3. Predict the likely outcome from the City's perspective if the City should choose to accept your proposal. Identify and describe the benefits the City would be likely to derive from accepting your proposal, and what measures the respondent would employ to maximize the likelihood of the City achieving those benefits.
4. Indicate whether the City accepting your proposal would be likely to result in the City achieving its objectives. Explain whether and how the likely outcome predicted by the respondent would advance the City's interests.

E. Pricing and payment clarity:

1. Provide a cost proposal that includes a summary of all fees detailing services related to such fees, including full disclosure of sub-contractor fees associated with claim services to be provided through TPA.
2. Provide pricing for both life of claim and life of service agreement.
3. If more than one pricing alternative is available, describe in detail each option, including any flat fee option.
4. Describe the costs of your services for network access and any other charges related to the provision of provider networks.
5. Include any pricing changes over the course of the service agreement and if you offer any flat rate guarantee.
6. Describe and demonstrate the capabilities and cost savings comparative of your managed care/medical cost containment program including but not limited to case management services, utilization review and bill reviews. Indicate which services are owned by your company and which services are sub-contracted by you. If services are sub-contracted, disclose any commissions and/or any other type of compensation you receive from the sub-contractors.

7. Advise of any additional charges for RMIS system upgrades, including updates that are required by changes in the Tennessee Workers Compensation Act and state laws.

8. Does your company offer any unbundling of ancillary services? Describe the services and fees charged in the areas of allocated claim expenses, including but not limited to bill review, utilization review, prescription drug programs, managed care and preferred provider or other provider networks.

9. Describe the options for funding workers' compensation claims by the City that are available with your program.

10. Explain the proposed fee or schedule of fees, including details of itemized and any unit pricing and any expenses to be passed on to the City, including travel. Clarity to avoid misunderstandings is valuable.

11. Indicate when payments would be due, whether they would be tied to milestones, and what those milestones would be.

F. Fee for proposed products and services:

Identify the amount of the proposed fee or schedule of fees, including details of itemized and any unit pricing and any expenses to be passed on to the City.

11.7. Insurance Requirements

Before award of the procurement by the City, the successful proposer (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	• $1,000,000 Each Occurrence • $1,000,000 General Aggregate • $1,000,000 Personal and Advertising Injury • $1,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder[1] as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Workers Compensation[2]	• Statutory Limits	Certificate Holder[1] only
Employers Liability[2]	• $1,000,000 Bodily Injury Each Accident • $1,000,000 Policy Limit Bodily Injury by Disease • $1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder[1] only
Employee Dishonesty	$500,000 Per Occurrence	Certificate Holder[1] only

[1] Certificate Holder shall be listed as follows:
City of Franklin
109 3rd Ave. South
Franklin, TN 37064

[2] Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

Type of Coverage	Limits of Coverage	Certificate of Insurance
Funds Transfer Fraud	$1,000,000 Per Occurrence	Certificate Holder[1] only
Professional Liability	$1,000,000 Combined Single Limit	Certificate Holder[1] only
Cyber	$5,000,000 Cyber Liability $5,000,000 Network and Information Security Expenses	Certificate Holder[1] only

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful proposer shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful proposer shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

The successful proposer agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.