

REQUEST FOR PROPOSALS FOR

**Workers' Compensation Third Party Administrator (TPA)
For the Commission's Self-Insured Workers' Compensation Program**

ISSUING OFFICE

Pennsylvania Turnpike Commission

Risk Management Department

RFP NUMBER

10-10260-2934

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REQUEST FOR PROPOSALS FOR
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PART I

GENERAL INFORMATION FOR PROPOSERS

I-1. Purpose. This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for a **Workers' Compensation Third Party Administrator (TPA) for the Commission's Self-Insured Workers' Compensation Program.**

I-2. Issuing Office. This RFP is issued for the Commission by the **Risk Management Department.**

I-3. Scope. This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

I-4. Problem Statement. The Pennsylvania Turnpike Commission is seeking qualified organizations to provide Third Party Administrative (TPA) Services for our Self-Insured Workers' Compensation Program.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be an Annual Fixed Fee Contract that includes the repricing of medical invoices in accordance with the PA Workers' Compensation Act. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

I-6. Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

I-7. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

I-8. Incurring Costs. The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

I.9. Questions and Answers. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to RFP-Q@paturndpike.com with **RFP 10-10260-2934** in the Subject Line to be received no later than **Tuesday, January 18, 2011 by 4:00 P.M.** All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

I-10. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before **Tuesday, February 15, 2011 by 12:00 P.M.** The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

Please note that use of U.S. Mail delivery does not guarantee delivery to this address by the above-listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

I-12. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **six (6)** hard copies to the Contracts Administration Department. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference. Proposals must be signed by an official authorized to bind the Proposer to its provisions and include the Proposer's Federal Identification Number. For this RFP, the proposal must remain valid for at least **one hundred twenty (120)** days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or telefax notice received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the Proposer chooses to attempt to provide such written notice by telefax transmission, the Commission shall not be responsible or liable for errors in telefax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.

I-13. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

I-14. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

I-15. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining “best and final offers.” To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-16. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

I-17. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission’s option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

the extent to which the information is known outside of his business;
the extent to which the information is known by employees and others in the business;
the extent of measures taken to guard the secrecy of the information;
the value of the information to his business and to competitors;
the amount of effort or money expended in developing the information; and
the ease of difficulty with which the information could be properly acquired or duplicated by others.

See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure **would** cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at www.openrecords.state.pa.us.

I-18. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers, other than the position of its proposal in relation to all other proposals.

I-19. News Releases. News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-20. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

I-21. Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal. **Failure to meet this requirement may result in disqualification of the proposal.**

I-22. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will end after three (3) years with options to renew for two (2) additional one-year period. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-23. Proposer’s Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.

- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

PART II

INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1 through II- 7 hereof; (ii) Cost Submittal, in response to Part II-8 hereof.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task.

II-4. Prior Experience. Include experience in **Workers' Compensation Third Party Administrative (TPA) Services**. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-5. Personnel. Include the number, and names where practicable, of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document education and experience in **Workers' Compensation Third Party Administrative (TPA) Services and bill repricing in accordance with the Act**. Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform.

II-6. Training. If appropriate, indicate recommended training of Commission personnel. Include the personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-7. DBE/MBE/WBE Participation. The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in this contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Department of General Services (www.dgs.state.pa.us) or the Pennsylvania Unified Certification Program (www.paucp.com) at the time of the submission of the proposal. While D/M/WBE participation is not a requirement for this RFP, inclusion of D/M/WBEs will be a factor in the evaluation determination. **If further information is desired concerning DBE/MBE/WBE participation,** direct inquiries to the Pennsylvania Turnpike Commission's Contract Administration Department by calling (717) 939-9551 Ext. 4241.

II-8. Cost Submittal. The information requested in this section shall constitute your cost submittal. **The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separate from the technical submittal.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal.

The annual total cost you are proposing must be broken down but not limited to the following components:

- a. **Direct Labor Costs.** Itemize to show the following for each category of personnel with a different rate per hour:
 - (1) Category: e.g., partner, project manager, analyst, senior auditor, research associate.
 - (2) Estimated hours.
 - (3) Rate per hour.
 - (4) Total cost for each category and for all direct labor costs.
- b. **Labor Overhead.** Specify what is included and rate used. If there is no labor overhead rate in your proposal, so state.
- c. **Travel and Subsistence.** Itemize transportation, lodging and meals per diem costs separately. Travel and subsistence costs must not exceed current Conus rates and IRS approved mileage rates. If there is no travel and subsistence cost in your proposal, so state.
- d. **Subcontract Costs.** Itemize as in (a) above. If there are no subcontract costs in your proposal, so state.
- e. **Cost of Supplies and Materials.** Itemize. If there are no supplies and materials in your proposal, so state.

- f. **Other Direct Costs.** Itemize. If there are no other direct costs in your proposal, so state.
- g. **Total Cost.** Annual fixed fee including the repricing of medical invoices in accordance with the PA Workers' Compensation Act.

Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under this Contract.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal should be (a) timely received from a Proposer; (b) properly signed by the Proposer; and (c) formatted such that all cost data is kept separate from and not included in the Technical Submittal.

III-2. Proposals will be reviewed and evaluated by a committee of qualified personnel selected by the Commission. This committee will recommend for selection the proposal that most closely meets the requirements of the RFP and satisfies Commission needs. Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-3. The following criteria will be used in evaluating each proposal:

a. Understanding the Problem. This refers to the Proposer's understanding of the Commission needs that generated the RFP, of the Commission's objectives in asking for the services or undertaking the study, and of the nature and scope of the work involved.

b. Proposer Qualifications. This refers to the ability of the Proposer to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recency of studies and projects completed by the Proposer. This also includes the Proposer's financial ability to undertake a project of this size.

c. Personnel Qualifications. This refers to the competence of professional personnel who would be assigned to the job by the Proposer. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the project manager.

d. Soundness of Approach. Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the service/project. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet Commission objectives.

e. Cost. While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

f. DBE/MBE/WBE Participation. This refers to the inclusion of D/M/WBE firms, as described in Part II-7, and the extent to which they are expected to participate in this contract. Participation will be measured in terms of total dollars or percentage of total contract amount committed to certified D/M/WBE firms.

PART IV

WORK STATEMENT

IV-1. Objectives.

a. General. The Pennsylvania Turnpike Commission is seeking a company to perform the functions of a Third Party Administrator (TPA) for the Commission's Self-Insured Workers' Compensation Program.

b. Specific. The Third Party Administrator (TPA) will manage each claim to insure reduction of loss exposure, tight cost control, adequate claim reserves, accurate loss payments and strict administrative expense supervision. The TPA will review all Self-Insured Report of Injury Claim Forms submitted in which the dates of injury fall during the term of the agreement; the TPA will enter the claim into their system and forward the Report of Injury to the Department of Labor, Bureau of Workers' Compensation; the TPA will establish and maintain estimated reserve figures for each claim file and consult with the Self-Insured with respect to payment of any case; the TPA will furnish all Bureau claim forms necessary for proper claims administration and maintain claim files for each reported claim throughout the life of the claim and to retain all closed files for a period of three (3) years following the closing of the file. The TPA will act as the Agent on behalf of the Responsible Reporting Entity (RRE) under Section 111 of the Medicare, Medicaid & SCHIP Extension Act of 2007 (MMSEA). The TPA will obtain from any prior TPA who was acting on behalf of the Self-Insured claim information &/or files to avoid any gaps in payments and payment history. As soon as reasonably practicable following the end of each month, the TPA will provide the Self-Insured with reports that include the total number of claims reported to the TPA the preceding month, the total amounts paid by the TPA during the preceding month and a breakdown of said totals. The TPA will transmit weekly to the Self-Insured a list of all medical and indemnity benefits and allocated expenses to be paid, the total of which represents the amount the Self-Insured shall immediately make available in its Workers' Compensation Account for payment by the TPA. The TPA will issue drafts in payment of benefits and allocated expenses at a bank of its choice. The TPA will notify the Self-Insured of any cases that may involve the Self-Insured's excess insurance carrier and provide documentation so the Self-Insured may request reimbursements in accordance with the excess insurance coverage. The TPA shall notify the Self-Insured and seek approval for any claim requiring litigation. The TPA will provide bill repricing services for medical invoices in accordance with the Act prior to payment of medical expenses associated with the claim. The TPA will also provide the Self-Insured with access to their computer system to permit the Self-Insured the ability to view the claim. The TPA will also respond to the requests and direction of the Self-Insured's Manager of Workers' Compensation and Property Claims.

c. Tasks. The Third Party Administrator (TPA) will be required to:

- Provide acknowledgement of receipt of claim
- Initiate an investigation within 24 hours of receipt of the claim – this includes contact with the employer, employee, and medical provider. Possible contact and/or statement with witnesses if the claim warrants this type of contact.
- Continued contact with claimant, employer, and provider on a regular basis, reporting back to the Commission the findings.
- Obtain recorded statement from pertinent parties when necessary and transcribe recorded statement when requested

- Prompt file documentation during the handling of the claim.
- Review and Process medical bills in accordance to the Pennsylvania Fee Schedule and the Workers Compensation Act
- Review and process legal bills, nurse case manager bills, vocational rehabilitation, and other vendors invoices for processing and payment
- Utilize Index Bureau at the onset of a new claim and every 6 months on open claims.
- Pursue any possible subrogation opportunities, place claimant, claimant's counsel, and adverse carrier on notice of lien. Updated lien amounts to be communicated to all parties every 90 days.
- Develop claim strategies and solutions
- Monitor losses and make recommendations to The Pennsylvania Turnpike Commission to reduce loss exposure
- Provide loss analysis reports
- Provide semi-annual loss runs with adequate information to access claim activity
- Notify The Pennsylvania Turnpike Commission of any claim requiring litigation
- Attend quarterly claims review meetings
- Communicate with claims staff via e-mail

Estimated claims that will be transferred: Open 90-100 and 4,562 closed.

There are 60 lost time/indemnity claims and 38 medical only claims as of 12-1-10.

Thirteen (13) claims are in litigation.

The TPA will issue 4,200 to 5,000 checks each year based on the reported claims.

During the prior three calendar years the Commission has paid benefits (lost time/indemnity and medicals) in the amounts of:

\$2,580,558 in 2007; \$2,295,046 in 2008 and \$2,538,000 in 2009.

A Posted Medical Panel has been established and preferred vendors including but not limited to Medical Case Management, Defense attorneys, Vocational Counselors, and surveillance will be at the discretion of the Self-Insured.

IV-2. Nature and Scope of the Project. The Pennsylvania Turnpike Commission is seeking qualified organizations to provide Pennsylvania Jurisdiction Third Party Administration (TPA) claims handling services for the investigation and adjusting of the Commission's Self-Insured Workers Compensation claims. The TPA will establish claims that occur within the scope of employment in the State of Pennsylvania and in accordance with the PA Workers' Compensation Act.

IV-3. Requirements. The TPA will respond to claims in accordance with the time constraints of the PA Workers' Compensation Act.

IV-4. Reports and Project Control. The TPA will provide to the Self-Insured monthly and annual reports as to the claim reserves, amounts paid and outstanding reserve funds. The TPA will also provide reports that will permit the Self-Insured to respond to the Annual Report of Compensation Paid in a given Calendar Year (LIBC-680), the Application for Renewal of Self-Insurance (LIBC-366R) and an Annual Actuarial Study done by an independent Accounting Firm.

It will be the responsibility of the third Party Administrator to provide updates during the course of the investigation to the commission's claims staff and to act as liaison between the Commission and the Claimant.

The TPA will provide an acknowledgement of claim, an Initial Preliminary Report, and Interim Report, and a closing report

a. Acknowledgement of claim. The TPA will provide an acknowledgement of claim within 24 hours of receipt of the claim listing the TPA claim number and adjuster assigned to the claim.

b. Initial Preliminary Report. The TPA will furnish an Initial Preliminary Report within thirty (30) days of the receipt of the claim. The report will provide a summary of the claim investigation and include recommended reserves, a description of the accident, claimant information, and description of investigation performed to date, compensability discussion, subrogation opportunities, any pending litigation issues, and recommendations on future handling of the claim.

c. Interim Report. For any claim remaining open after 60 days, the TPA will furnish an Interim report for each subsequent thirty (30) day period. The Interim Report will follow the same format at the Initial preliminary Report and will serve to update the Commission on the status of the claim. This report is required even on claims with no activity.

d. Task Plan. A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced.

e. Status Report. A periodic semi-annual progress report covering activities, problems, and recommendations; the report should be keyed to the work plan developed by the Proposer in its proposal, as amended or approved by the Commission.

f. Problem Identification Report. An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Proposer recommendations with supporting rationale.

g. Final Report. At the termination of the contract, the TPA should provide a final report addressing at a minimum the following key areas:

- (1) Summary. A status of the open and closed claims to include reserves and amounts paid.
- (2) The specific number of open and closed claims.
- (3) The final report should provide detailed information as to the transfer of claims information to any subsequent TPA.