PART I – THE SCHEDULE

SECTION C

STATEMENT OF WORK

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C.1 INTRODUCTION

a. Purpose of the Hanford Site Workers' Compensation Program

The purpose of this Workers' Compensation Program at the Hanford Site is to provide workers' compensation coverage and benefits to specified Contractor employees in accordance with the Revised Code of Washington (RCW) Title 51, the Washington Industrial Insurance Act, and all other applicable laws and regulations. The program is administered on behalf of DOE-RL through a contract with a third party administrator who processes all claims and provides all personnel, equipment, materials, supervision, transportation, training and other items necessary to perform these services.

b. Contract Requirements

This is a fixed unit price contract for workers' compensation claims administrative services at the Hanford Site. The Contractor will provide services in the processing of workers' compensation claims (investigate, administer, adjust, process, and pay) for certain covered site Contractors (listed in Section J, Attachment J.1), and others as directed by the Contracting Officer (CO) in accordance with the Revised Code of Washington (RCW) Title 51, Washington State Code (WAC) 296, "Department of Labor and Industries", Washington State (WA State) Department of Labor and Industries (L&I) Self Insurance Section Claims Administration Policy Manual, and the L&I Workers' Compensation Manual – A Guide to Claims Adjudication in Washington State, as revised during contract performance.

The Contractor shall comply with all applicable Federal, State, and local requirements, and where these requirements differ; the Contractor shall comply with the more stringent requirement unless otherwise stated elsewhere in the contract. Where established requirements do not exist, the Contractor shall provide workers' compensation services using current best practices in workers' compensation claims management and administration.

The Contractor shall furnish all personnel, facilities, equipment, materials and supplies required to accomplish the work under this contract, except for that specifically identified as provided by the Government.

In addition to the above requirements, the contractor shall:

1. Provide efficient service and good value to DOE and the United States taxpayers;

2. Provide exceptional customer service in the processing of claims to include providing all claimants timely information that will help them gain a clear understanding of the workers' compensation adjudication process and the status of their claim(s) within the process; and

3. Comply with the SOW but also propose and help implement new and innovative ways of performing workers' compensation claims management and administration.

C.2 PERFORMANCE REQUIREMENTS

The Contractor shall accomplish the following tasks in accordance with all applicable laws and regulations, as well as additional performance requirements specified in C.3. The Contractor shall administer process, investigate, adjust, and pay the following types of claims on behalf of DOE-RL:

- New Indemnity
- New Medical
- New Hearing
- Transferred Indemnity
- Transferred Medical
- Transferred Hearing
- Re-opened Legacy Indemnity
- Re-opened Legacy Medical
- Re-opened Legacy Hearing
- EEOICPA

C.3 PERSONNEL QUALIFICATIONS AND STAFFING REQUIREMENTS

a. The Contractor will provide exclusively dedicated case management personnel to this contract. The Contractor will not assign any other account nor assign any work to those dedicated personnel other than work pertaining to the DOE account. It is allowable to share the administrative staff, such as transcriptionists, receptionists, computer specialists, accounting personnel, medical bill review personnel, medical supervisor (RN), medical doctor, and mailroom personnel (support and administrative staff) with other units;

b. The Contractor will have a minimum of two personnel certified by L&I as a Self-Insurance Department Approved Claim Administrator dedicated to this contract as follows;

   i. The dedicated manager must be certified by L&I as a Self-Insurance Department Approved Claim Administrator;

   ii. All chemical or radiation exposure related claims must be adjudicated by an adjuster certified by L&I as a Self-Insurance Department Approved Claim Administrator.

c. Limit the maximum case load to 125 per adjuster;

d. Ensure that a medical doctor is available to review and consult on medical documentation such as authorized treatment and/or retained independent medical examinations and resolve complex medical questions, as necessary; and

e. Provide an in-house Registered Nurse (RN) case manager to support the Contractor's staff and meet with outside providers on claims with unclear elements.

C.4 ADDITIONAL PERFORMANCE REQUIREMENTS FOR CLAIMS MANAGEMENT

1. Integrated Claims Management Services

The Contractor shall:

a. Open and establish a claim file upon notice of an industrial injury or occupational disease, which meets the definition of a compensable injury or occupational disease, as those terms are defined in the Revised Code of Washington (RCW) Title 51.08, and provide notification to the cognizant Hanford Site Contractor within one (1) business day;

b. Be the designated keeper of the Master Claims Log as required by L&I;

c. Provide requested information to the Hanford Occupational Health Services provider to support facilitation of the claimant's timely return to work. Such information includes, information regarding claimant's work restrictions, disability status, and other information relating to the claimant's ability to perform Hanford Site work;

d. Verify each Employee Job Task Analysis received includes the limitation statement addressing historical or potential exposure(s);

e. Notify the CO within one (1) business day upon receipt of a request for contract related information by any person or entity other than the CO. The Contractor is prohibited from disclosing any information prior to CO written approval;

f. Notify the Contracting Officer Representative (COR) within one (1) business day upon receipt of a request for claims information or any request related to third party administration by any person or entity other than the COR. The Contractor is prohibited from disclosing any information prior to COR written approval;

g. Notify the COR within one (1) business day of receipt of chemical or radiation exposure related claims and L&I denial orders on those claims;

h. Obtain all required forms from L&I and distribute all required forms to the covered Hanford Site Contractors (e.g., Self-Insurer Accident Report);

i. Active claim reviews will be conducted by a claims adjuster as follows:

   1. Claims: a minimum of every thirty (30) days
   2. Claims with active time loss: a minimum of every fourteen (14) days

j. Provide authorization and payment for medical services for open/active claims in accordance with contract clause H.11, Claim Administration Payments;

k. Establish a method to capture any offsite medical treatment costs the Hanford Site Occupational Medical Provider has incurred that are associated with an accepted worker's compensation claim. These costs, if any, must be reported on the L&I quarterly reports;

l. Ensure claimant travel is reimbursed pursuant to applicable L&I regulations. Any exceptions to L&I travel regulations must be approved in advance by the COR;

m. Provide covered Hanford Site Contractors with employee payment summaries on individual claims within one (1) business day of request;

n. Provide legal support, including reviewing claim files and initiating or defending litigation, pursuant to Section H.10 and the Legal Management Plan, when necessary;

o. Provide written recommendations to the COR requesting approval for independent medical examinations, physician(s) reviews, investigations, surveillances, and/or vocational rehabilitation services for all claims. Schedule services within fifteen (15) days of receipt of required COR approval;

p. Provide cost containment programs, such as medical preferred provider organizations, and a prescription drug cost containment network;

q. Evaluate future liability for claims to establish reserves; review reserves on a monthly basis providing notification of substantial reserve changes to the COR;

r. Prepare and/or assist DOE staff with all appropriate responses to audits and inquiries of all regulatory agencies, reviews or other investigations as designated by the CO or COR;

s. Provide electronic banking/direct deposit to claimants;

t. Use the claimant's assigned covered Hanford Site Contractor at the time of injury as the employer identifier code. The Contractor will be notified by the covered Hanford Site Contractor's workers' compensation representative of the identifier code;

u. Provide queries and trend analyses from the contractor's electronic claims system (such as the DAVID system or equivalent), as requested by the CO or COR; and

v. Maintain both digital and hardcopy claims files according to L&I and DOE disposition schedules. All digital and hardcopy claims files shall remain the property of DOE. Disposition of the claims materials will be at the direction and discretion of DOE.

2. Customer Service Orientation

The Contractor shall:

a. Conduct and or attend periodic meetings as requested by DOE;

b. Provide a toll free telephone line accessible by DOE, all eligible Contractor employees (current and former), L&I, covered Hanford Site Contractors, and providers of services. The telephone shall be answered by Contractor personnel during business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m. PST);

c. Ensure voice mail is available during non-business hours. The Contractor must provide a response to claim requests and voice mail messages within twenty four (24) hours of receipt, or the next business day, whichever is earlier;

d. Ensure at least eight (8) hours of service daily, Monday through Friday, 8:00 a.m. – 5:00 p.m. PST, at a fully staffed central processing office within the United States;

e. Ensure that all benefit payments are accompanied with an explanation of benefits to the claimant or payee; and

f. Provide accurate and factual communication to, and coordination among, the COR, the claimant, the attending physician, the covered Hanford Site Contractor, the Hanford Occupational Medical Services provider, and any other entity involved in the management of a claim.

3. Resolving Issues and Process Improvement

The Contractor shall:

a. Provide a corrective action plan when issues and/or non-compliances in its internal procedures and/or industry standards are identified. The corrective action plan shall include all claims involved, the issues in question and written recommendations with schedule concerning resolution and/or appropriate action in accordance with the statutory provisions of the L&I;

b. Provide a corrective action plan to the CO or COR within thirty (30) business days of knowledge of problem and/or non-compliance;

c. Establish a chain of command for resolution of problems and/or non-compliance. For any potential conflicts of interest, perceived or real, that arise with regard to the handling of claim(s), the Contractor will immediately notify the CO or COR;

d. Designate one or more Key Personnel as primary point(s) of contact;

e. Provide proactive monitoring of all cases for the purpose of identifying, at the earliest possible opportunity, fraudulent conduct by claimants, providers, or others. The Contractor shall be responsible for investigating all such cases. The Contractor shall notify the CO and COR of all possible fraud; and

f. Review policies and procedures, as needed, to develop new and innovative ways to enhance the site claims administration process, increase efficiency and submit such recommendations to the CO and COR for approval.

C.5 MANAGEMENT AND OVERSIGHT OF INSURANCE CLAIM NUMBER 8600434

The Contractor shall provide case management services to include the coordination of medical care and processing of expense payments for Industrial Insurance Claim number 8600434. Claimant 8600434 was injured at Hanford in 1979 and sustained C5 tetraplegia (spinal cord injury). The claim has been closed and costs associated with the claim are not reportable to L&I. The Contractor shall continue to manage the claim using L&I "Medical Aid Rules and Fee Schedules". Exceptions to the Medical Aid Rules that are required for good medical practice in this case are in a 2004 Arbitration Award, which will be provided to the Contractor by DOE-RL after contract award.

C.6 PROCESSING OF ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PRORAM ACT (EEOICPA) CLAIMS

a. The Contractor shall provide all required labor and materials necessary to compile and forward an electronic copy of individual Worker's Compensation records case files which have been requested by DOE-RL, pursuant to EEOICPA. Additional details for processing EEOICPA claims are as follows:

   1. DOE-RL will periodically forward a list to the Contractor, via E-mail, of EEOICPA claimants. The Contractor shall search all files and databases for records pertaining to the listed claimants and notify DOE-RL within five days if the records exist.

   2. The Contractor will compile copies of all individual case files, excluding information being withheld for legal reasons. If information is withheld, the Contractor shall indicate this in their transmittal.

   3. The Contractor shall forward the case files to DOE-RL in a PDF/A electronic format within thirty (30) days from the date of the original request. The Contractor shall provide documentation that a search was conducted for each individual using established criterion along with a written description of the relevant record systems searched and the search criteria used (e.g., name, social security number, etc.).

b. DOE-RL will occasionally request that the Contractor provide information related to benefits paid for a specific illness related to an individual. This information shall include the final determination and an itemized account of the benefits paid to each benefit category (i.e. medical benefits, disability benefits, death benefits, settlement amount, attorney fees, vocational rehabilitation, and the amount of any disability payment issued during vocational rehabilitation training). The Contractor shall forward this information to DOE-RL in a PDF/A electronic format within five (5) working days of the date of the request.

c. If DOE-RL requests documentation in relationship to a notification by the Department of Labor that an EEOCIPA claimant is in a terminal state, the Contractor shall upon receipt of the written notification, provide the requested documents within one business day, unless some extraordinary circumstances preclude that turnaround.

C.7 REQUIRED SERVICES FOR CLAIMS UNDER MEDICARE SECTION 111

The Contractor shall ensure compliance with the mandatory reporting requirements for group health plan arrangements and for Liability Insurance (including Self-Insurance), No-Fault Insurance, and Workers' Compensation under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L.110-173), 42 U.S.C. 1395y(b)(7) & (8).

Under federal law, Medicare is designated as the secondary payer of claims made by people eligible for coverage under other insurance. On behalf of DOE-RL, the Contractor shall reimburse Medicare for any payments for which Hanford Site Workers' Compensation self-insurance is determined to be responsible.

The Contractor shall ensure compliance with the US Department of Health and Human Services (HHS) mandate of the replacement of the ICD-9-CM code sets (used by medical billers to report health care diagnoses and procedures) with ICD-10 codes, effective Oct. 1, 2015.