



Response to Request for Proposal 2024-RFP-291 for Workers' Compensation Third-Party Administrator for **City of Pittsburgh**

Response to Scope

October 31, 2024

Submitted by:
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Workpartners
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600 Grant Street
Pittsburgh, PA 15219
workpartners.com

October 31, 2024



Cover Letter

David Reed
Manager of Risk Management
414 Grant Street, Suite 431
Pittsburgh, PA 15219

RE: Response to Request for Proposal 2024-RFP-291 for Workers' Compensation Third-Party Administrator for City of Pittsburgh

Dear Mr. Reed:

UPMC Benefit Management Services, Inc. d/b/a Workpartners® is pleased to respond to the request for proposal to provide Workers' Compensation Third-Party Administrator for the City of Pittsburgh ("the City"). Workpartners understands that the City is seeking qualified organizations to provide the highest level of care and service in all aspects of its work-related injury program.

As the City's incumbent provider since 2006, Workpartners will leverage our deep understanding of your workforce, operations, and structure to optimize administration, create cost efficiencies, and enhance employee experiences. Workpartners has proven our ability to manage, control, and resolve the City's work-related injuries effectively and successfully. In so doing, we have provided exceptional customer service to the City and your injured employees, ensured that your injured employees receive the highest quality of medical care, and expedited their quick and safe return to work. We look forward to continuing our relationship with the City and to providing you with quality claims and data management services.

As a subsidiary of UPMC, we comply with all elements of federal and state laws, regulations, and standards governing privacy of health care information. Workpartners conforms to all provisions of the *Health Insurance Portability and Accountability Act* (HIPAA), the *Health Information Technology for Economic and Clinical Health Act* (HITECH), relevant components of the *American Recovery and Reinvestment Act* (ARRA), and the *HIPAA Omnibus Rule of 2013*. We have received Health Information Trust Alliance (HITRUST) certification for our data centers. The City can be assured that our IT infrastructure has been assessed against a security framework that incorporates and leverages security requirements such as International Organization for Standardization (ISO), National Institute of Standards and Technology (NIST), HIPAA, and Control Objectives for Information and Related Technologies (COBIT).

Workpartners' proposal response contains confidential and proprietary, trade secret information; disclosure of this information could cause competitive harm to Workpartners and should not be released to any party without our consent. Please see *Appendix A: Agreement for Third Party Administration Services* for terms specific to the services to be provided. We have provided an original copy of this proposal, which is complete and unabridged, including nonpublic information. Further, we have included a redacted copy of our proposal to share publicly.

As president of UPMC Benefit Management Services, Inc., d/b/a Workpartners, I am the representative with the authority to bind our organization to provide the services described herein. If you have any questions about our proposal or services, please feel free to contact the City's dedicated representative, Mary Mills, Director, Workers' Compensation Self-Insured Claims, at (412)-667-7084 or millsm2@workpartners.com.

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Weir".

David M. Weir
President
UPMC Benefit Management Services, Inc., d/b/a Workpartners

Table of Contents

Firm’s Qualifications, Experience, and References.....	1.1
Experience Servicing the City of Pittsburgh.....	1.2
Qualifications of Project Team	2.1
Project Approach and Plan	3.1
Workpartners’ Approach.....	3.1
Overview of Workers’ Compensation TPA Services Provided to Clients.....	3.2
Meeting The City’s Scope of Work	3.15
Appendix A.....	4.1

Firm’s Qualifications, Experience, and References

Describe the firm and provide a statement of the firm’s qualifications for providing the scope of services.

For more than 25 years, Workpartners® has helped employers of all sizes make the most of their workforce, creating vibrant workplaces where every individual can realize their physical and emotional health, be present more days of the week, and contribute more hours of the day. We call our unique approach People Activation, and we believe it is the key to ensuring that the City and your employees flourish.

Workpartners’ parent company, UPMC, began assessing the health of our employee population in 2004 to identify opportunities for improvement and to design programs that produced results.

Over the years, we have developed a powerful portfolio of integrated solutions to better identify, engage, and impact our clients’ human capital needs, including population analytics, health advocacy, absence management, and HR technology. This combination of capabilities enables us to understand what people need and how they behave, and to improve their health and wellness. The graphic to the right provides a brief history of our products and services.

With our strategic health management and wellness program approach, we have successfully reduced medical cost trends to well below industry and national averages for our parent company’s workforce of 100,000 employees as well as the commercial clients of Workpartners and integrated partner companies such as UPMC Health Plan.

Part of UPMC’s global health enterprise and UPMC’s Insurance Services Division, Workpartners has grown, both organically and through acquisitions, to be a leading, national company partnering with clients across the United States. We actively manage healthy results through our suite of integrated solutions. Workpartners’ proven products can reduce costs and engage your employees.

Helping employees stay healthy in mind and spirit has been Workpartners’ mission since our inception in 1997, when we began administering our parent company’s workers’ compensation and EAP programs and offered these services to commercial clients.

The Evolution of Workpartners’ Products and Services

-  In 1997, Workpartners began administering our parent companies’ **workers’ compensation and EAP programs** and offered these services to the marketplace.
-  In 2004, Workpartners began making connections in other productivity areas including **wellness services**, which were offered to commercial clients.
-  In 2008, our expertise in managing claims, time away from work, and return to work led us to expand to **leave and disability management administration for our parent company** and all affiliated subsidiaries and divisions.
-  In 2010, we launched our **leave and disability management administration services to clients outside UPMC** and affiliated subsidiaries and divisions.
-  In 2011, Workpartners began offering **onsite services** to commercial clients.
-  In 2017, Workpartners acquired a privately held health information service company, which expanded our **data analytics and clinical decision support suite**.
-  From 2018 through the present, Workpartners has continued to **refine our product offerings, expand our geographic customer footprint, and increase enrollment** across additional industry verticals.

Experience Servicing the City of Pittsburgh

With a workforce of more than 100,000 employees, UPMC has a significant presence within the City of Pittsburgh. UPMC Insurance Services Division has offices in three locations within Pittsburgh and surrounding areas. As a Pennsylvania-domiciled organization that currently manages the workers' compensation program of our corporate parent, UPMC, Workpartners is committed to serving the City.

We are disciplined about our growth and selective about how we expand our service area and add clients. That strategy has served us well as we have maintained 98 percent client retention for our third-party administrator (TPA) services. Workpartners has successfully managed the workers' compensation programs of 12 Pennsylvania-based clients representing more than more than 100 business entities.

Our successful record of providing workers' compensation services to the City since 2006 clearly demonstrates our ability to continue to partner with the City. Since the inception of Workpartners' relationship with the City:

- Total annual workers' compensation costs decreased from \$25M to \$13.7M.
- Cost containment strategies and the access to UPMC proprietary network yielded net savings of \$4.9M.
- As a result of our claims and litigation management activities, a total of \$5.2M was recovered from the Commonwealth of Pennsylvania and third parties.
- Reduction of 83% of the legacy claims for work injuries occurring before 2006, yielding a financial saving of \$22M.
- Opioid utilization focus resulted in a decrease in utilization of 38%, reduction in costs of 56%, and morphine equivalent dose (MED) by patient down 43%.

In addition to our proven success with the City, Workpartners also helps other highly unionized public-sector organizations such as Allegheny County, Pennsylvania Turnpike Commission, Pittsburgh Regional Transit, and others.

As the incumbent workers' compensation TPA, we have an intimate knowledge of the City's history, culture, policies, operations, issues, and objectives. The entire Workpartners' team has contributed to this response to ensure we have addressed all the City's requirements and concerns. Our nearly 19-year collaborative partnership has truly exceeded our expectations and set the standard that we seek to offer to other clients. We have proactively managed the City's workers' compensation program to achieve optimal results and deliver significant return on the investment.

Public sector employees account for approximately 27 percent of our workers' compensation TPA book of business. Clients include counties, cities, educational institutions, and public transportation organizations. Like the City, our public sector client base has a 24/7 workforce in a variety of positions ranging from administrative to public safety. They provide a diverse range of services, including but not limited to law enforcement, firefighting, emergency medical care, inspections, animal control, school safety, and other services.

Workpartners' Accomplishments With the City of Pittsburgh

\$147,095,525

Future Workers' Compensation Liability Reduction: During a five-year period, Workpartners saved the City of Pittsburgh **more than \$22M on active legacy claims, settled 123 claims to yield \$124.4M in future liability savings, and recovered \$696,525 from the Commonwealth of Pennsylvania and third-party subrogation.** Total savings realized was ~\$147M.

\$11,300,000

Annual Spend Reduction: Workpartners' strategic claims management of the workers' compensation program **reduced the City of Pittsburgh's annual spend of \$25M to \$13.7M, saving the City \$11.3M.**

\$5,200,000

Cost Containment Measures: By implementing effective cost containment strategies—including the use of UPMC's proprietary network—Workpartners **reduced the City of Pittsburgh's medical spend to \$3.1M, resulting in a net savings of \$5.2M.**

Identify the services which would be completed by your firm’s staff and those that would be provided by sub-consultants, if any.

We will use our in-house team of multi-disciplinary professionals, as described in *Table 2.1: Proposed Team of Professionals*, to provide claims management, nurse case management, litigation management, settlement negotiations, subrogation investigations, medical director oversight, health care provider panel oversight. With the use of subcontractors outlined in *Table 1.1: Proposed Subcontractors* below, we provide medical cost containment using myMatrixx as a pharmacy benefit management, and accūrō Solutions for bill repricing services.

Identify any sub-consultants you proposed to utilize to supplement your firm’s staff.

Please see *Table 1.1: Proposed Subcontractors* for a list of our workers’ compensation health care providers and their specialties available. Workpartners consistently reviews and evaluates subcontractors and vendors to better serve our clients. Accordingly, such subcontractors and vendors are subject to change.

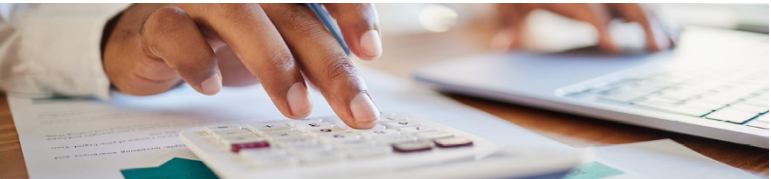
Table 1.1: Proposed Subcontractors	
Name of Subcontractor	Specific Expertise
Pharmacy Benefits Management Administrator	
myMatrixx	myMatrixx is a unique PBM with an exclusive focus on workers’ compensation cases. myMatrixx combines high-touch customer service with clinical expertise and state-of-the-art business intelligence systems to deliver simplified solutions and positive outcomes. As an Express Scripts Company, myMatrixx leverages the robust pharmacy network of an industry leader, while still providing a smooth and personalized experience for clients and injured workers.
Independent Medical Evaluation Schedulers	
Evaluation Specialists, LLC	For more than 20 years, Pennsylvania-domiciled Evaluation Specialists have provided medical evaluation services to their broad base of clients throughout the mid-Atlantic region. They utilize a highly professional network of more than 1,200 board-certified physicians to provide comprehensive evaluations and objective opinions related to any medical condition.
Managed Care Solutions	
accūrō Solutions	accūrō Solutions provides a range of consulting and technology services focused on enhancing operational efficiency and compliance for businesses, particularly in the health care and insurance sectors. Their offerings include risk management, data analytics, process improvement, and claims management. By leveraging innovative technology and industry expertise, accūrō Solutions helps clients streamline their operations, optimize workflows, and improve overall performance, ultimately aiming to drive better outcomes and enhance client satisfaction.
Medical and Vocational Case Management	
Presque Isle Rehabilitation Service, LLC	Presque Isle Rehab focuses on providing comprehensive rehabilitation services for individuals recovering from injuries, particularly in the context of workers’ compensation. They offer a range of services, including physical therapy, occupational therapy, and functional capacity evaluations. Their aim is to help patients regain function and return to work effectively through personalized treatment plans, combining clinical expertise with a supportive approach. Additionally, they work closely with employers and insurance companies to facilitate the rehabilitation process and ensure a smooth transition back to work for injured employees.

Table 1.1: Proposed Subcontractors

Name of Subcontractor	Specific Expertise
Horizon Health Care Consultants	Founded in 1994, Horizon is a leading provider of managed care services in Mid-Atlantic and Northeastern regions of the U.S. Their telephonic, onsite, and vocational case management professionals have many years of diversified clinical, collective disability, and applied case management experience. Horizon routinely provides clients with extraordinary levels of professionalism, knowledge, teamwork, cooperation, communication, and service.
Surveillance	
Source One Intel, LLC	Source One Intel, LLC is a consulting and intelligence firm that specializes in providing comprehensive solutions for businesses and organizations. They focus on areas such as risk management, threat assessment, and intelligence analysis to help clients make informed decisions. Their services include data analysis, security consulting, and strategic planning, aimed at enhancing operational efficiency and minimizing risks. By leveraging expertise in various industries, Source One Intel assists in navigating complex challenges and achieving their organizational goals.
Command Investigations, LLC	Command Investigations, LLC specializes in providing comprehensive investigative services, primarily focused on the insurance and legal sectors. Their offerings include surveillance, background checks, fraud investigations, and claims investigations. The company aims to assist clients in making informed decisions by gathering and analyzing relevant information. They employ experienced investigators and utilize advanced technology to ensure thorough and discreet investigations, ultimately helping clients mitigate risk and protect their interests.
Medicare Section III Mandatory Reporting	
Verisk	Verisk serves as a third-party administrator specializing in Section 111 reporting and the entire conditional payment process. The company manages all Medicare correspondence related to conditional payments, addresses disputes, provides relevant workers' compensation settlements, and files and tracks appeals. Verisk collaborates closely with its customers, leveraging the intersection of people, data, and advanced technologies. Through its proprietary analytics platform, advanced modeling, and data interpretation, Verisk delivers immediate and sustained value to its customers and, by extension, to the individuals and communities they serve, all with enhanced speed, precision, and scale.

Provide a summary of the firm’s experience in providing these or similar services.

Our team has experience working with clients across an array of industries, including public sector organizations, transit agencies, unionized workforces, health care organizations, and financial service organizations, among others. We have a wealth of knowledge and experience, particularly in designing and implementing effective, best practice workers’ compensation programs for the public sector that have a positive impact on our clients’ service delivery. The following case studies demonstrate the success we have had in delivering workers’ compensation TPA services to our clients.



CASE STUDY

Successful Delivery of Measurable Results: Three Case Studies

Future Workers’ Compensation Liability Reduced by \$194.4M Over the Life of a Contract

- CHALLENGE**

When Workpartners was selected as third-party administrator, a public sector client with 1,335 open legacy claims was spending \$25M annually on these claims.
- ACTION**

Workpartners’ dedicated workers’ compensation claims team implemented proactive claims management focused on action plans, litigation, return to work, and medical cost containment.
- RESULT**

During the 18 years of the contract, we estimate savings of \$10.8M annually. We decreased active legacy claims from 1,335 to 169, reducing the annual spend for these claims and saving more than \$22M. In the last 5 years, we settled 123 claims to yield \$124.4M in future liability savings and recovered \$696,525 from the Commonwealth and third-party subrogation.

Workers’ Compensation Spend Budget Trimmed from \$25M to \$13.7M Over the Life of a Contract

- CHALLENGE**

Workpartners faced the task of managing a large volume of legacy claims in conjunction with new losses, with an annual spend of \$25M.
- ACTION**

We added additional staff – dedicated adjusters to legacy claims and others to new losses – to allow effective and strategic claims management.
- RESULT**

Since the inception of the contract, Workpartners’ careful management of this workers’ compensation program has reduced the client’s annual spend of \$25M to \$13.7M, saving the client \$11.3M. Legacy claims have been reduced by 87% and only 322 new losses of 16,000 remain open and active.

Medical Cost Containment Strategies Reduce Workers’ Compensation Program Spend

- CHALLENGE**

In 2006, when Workpartners took on this account, the client was spending \$4.2M in medical expenses. Each year the PA Fee Schedule increases, impacting medical cost. Since 2006, the Fee Schedule has increased by 60% with a present value spend of \$6.2 million.
- ACTION**

Workpartners implemented effective cost containment networks, including the UPMC proprietary network exclusive to Workpartners’ clients.
- RESULT**

We reduced this client’s medical spend from \$4.2M to \$3.1M, for a savings of \$1.1M. In addition to this reduction, savings from our PPO network totaled \$5.2M.

Provide a minimum of three references for related projects, including dates, contact person, phone number, email, and a brief description of the project or scope of work.

We are pleased to provide you with a list of current clients to serve as references and who can attest to the quality of our services and the value we bring to their organizations. The references listed in *Table 1.2: Current Workpartners' References* include those most relevant to the City and the services requested in the RFP. Feel free to reach out to any of the individuals listed below to discuss their firsthand perspectives on our collaboration.

Table 1.2: Current Workpartners' References

Reference 1



Company Name: Allegheny County, Pennsylvania (6,691 lives)
Contact Name: Laura J. Zaspel, Director of Human Resources
Address: 542 Forbes Avenue, 102 County Office Building, Pittsburgh, PA 15219
Email Address: LZaspel@AlleghenyCounty.us
Phone Number: (412)-350-6830
Duration of Relationship: 2001-Present
Description of Services: Workpartners provides a full range of third-party administration and claims management services for the County, including 24/7 toll-free claims reporting, medical and wage loss payments, claims and subrogation investigations, litigation management, excess reporting, and assistance with self-insured administration and renewals. Complementing this program are the various hospitals, physicians, and ancillary medical services of the University of Pittsburgh Medical Center and our affiliates.

Reference 2



Company Name: City of Erie (817 lives)
Contact Name: Colleen Borzon, Workers' Compensation Coordinator
Address: 626 State Street, Erie, PA 16501
Email Address: cborzon@erie.pa.us
Phone Number: (814)-870-1283
Duration of Relationship: 2014-Present
Description of Services: Workpartners provides a full range of third-party administration and claims management services, including 24/7 toll-free claims reporting, medical and wage loss payments, claims and subrogation investigations, litigation management, excess reporting, and assistance with self-insured administration and renewals. Complementing this program are the various hospitals, physicians, and ancillary medical services of the University of Pittsburgh Medical Center and our affiliates.

Table 1.2: Current Workpartners' References

Reference 3



Company Name:	Pennsylvania Turnpike Commission (1,392 lives)
Contact Name:	Kathy Pease, Workers' Compensation Administrator
Address:	P. O. Box 67676, Harrisburg, PA 17106-7676
Email Address:	kpease@paturndpike.com
Phone Number:	(717)-831-7450
Duration of Relationship:	2014-Present
Description of Services:	Workpartners provides a full range of third-party administration and claims management services for the Commission, including 24/7 toll-free claim reporting, medical and wage loss payments, claims and subrogation investigations, litigation management, excess reporting, and assistance with self-insured administration and renewals. Complementing this program are the various hospitals and physician and ancillary medical services of the University of Pittsburgh Medical Center and our affiliates.

Qualifications of Project Team

Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and resume/bio, and the qualifications /experience of any sub-consultant staff on your project team.

We will continue to use a high-touch, client-centric team approach to meet your workers' compensation third-party administrator needs. At your team's core will be a dedicated and experienced account manager, Dana Kingsley, who will collaborate with your organization to ensure program execution and success.

Our team's fully consultative approach will support your strategic goals and develop a framework for success. Please see *Table 2.1: Proposed Team of Professionals* below for our proposed account management team. Your team will also include a claims manager, claims supervisor, and adjustors all working in close collaboration with the City to effectively manage the program and exceed expectations. Your designated claims adjuster will courteously and efficiently keep employees apprised of the status of their claims from start to finish. Your adjustor will also work in close collaboration with your organization to answer questions, provide medical and work status updates, and review future plans of action on each claim.

Table 2.1: Proposed Team of Professionals



Name/Title and Role	Qualifications
 <p>Mary Mills Director, Workers' Compensation Self-Insured Claims</p> <p>Ms. Mills will manage all internal and external claims units and their performance. She will also serve as the relationship manager with the City.</p>	<p>Ms. Mills has more than 36 years of claims experience and has been with Workpartners for 26 years, holding various positions with increasing responsibilities within the workers' compensation claims area. In 2019 she was promoted to director of self-insured claims.</p> <p>Ms. Mills joined Workpartners in 1998. In 2004, she served as claims manager, responsible for the office operations of all internal and external client claims activities. From January 2001 to August 2004, she served as claims supervisor for the County of Allegheny dedicated claims unit and was responsible for the supervision and management of the County of Allegheny self-insured workers' compensation program. Prior to handling the county's book of business, Ms. Mills served as claims supervisor for the University of Pittsburgh Medical Center and the University of Pittsburgh accounts from September 1999 to December 2000, a position in which she was responsible for the supervision and management of the internal and external programs.</p> <p>Before joining Workpartners, Ms. Mills worked as a claims adjuster for 10 years at another workers' compensation company, where she was responsible for claims management of the Commonwealth of Pennsylvania Security Fund and self-insured clients.</p>
 <p>Dana Kingsley Senior Account Manager</p> <p>Ms. Kingsley will serve as the account manager for the City.</p>	<p>Ms. Kingsley currently serves as a senior account manager for Workpartners' workers' compensation department. She earned a bachelor of arts in arts and humanities from Gannon University.</p> <p>Ms. Kingsley joined Workpartners in 2015. In her current role, she is the senior account manager for the self-insured book of business. She serves as a strategic business partner, primary contact, and is responsible for maintaining strong client relationships while addressing the client's needs to assist them in reaching their program goals.</p>

Table 2.1: Proposed Team of Professionals

Name/Title and Role	Qualifications
 <p>Linda Painter Supervisor, Workers' Compensation Claims</p> <p>Ms. Painter is responsible for managing all the City's workers' compensation claims to ensure the most efficient and cost-effective resolutions.</p>	<p>Prior to joining Workpartners, Ms. Kingsley worked in the insurance industry for 25 years in the areas of workers' compensation claims management and program oversight.</p> <p>Ms. Painter has a total of 42 years' experience in workers' compensation claims, including 22 years with Workpartners. She has been a supervisor for the past 29 years.</p> <p>Ms. Painter is also responsible for the training and development of staff and management of claims in accordance with the Pennsylvania Workers' Compensation Act and the Heart and Lung Act.</p> <p>In addition to heart and lung claims administration, Ms. Painter is also experienced in the civil service exams process, infectious disease program, and post-injury drug and alcohol testing. Ms. Painter has worked for seven third-party claims administrators, which has contributed to her vast experience in managing workers' compensation claims for a large variety of occupations in a proactive, efficient manner.</p>
 <p>Linda Wiest Lost Time Claim Specialist</p> <p>Ms. Wiest will serve as the adjuster for the City's account management team.</p>	<p>Ms. Wiest has an Insurance Institute Associate in Claims (AIC). She is also a designated American Educational Institute, Inc. Senior Claim Law Associate (SCLA) and is accredited for licensing and workers' compensation claims handling for the states of DE, NH, RI, CT, ME, VT, PA, NJ, MA.</p> <p>Ms. Wiest has 17 years of experience in workers' compensation including 5 years at UPMC Health Plan. In her current position, she is responsible for investigating workers' compensation claims.</p> <p>Prior to joining UPMC, Ms. Wiest worked as a customer service representative. In this role, she worked with injured workers, vendors, attorneys, and commercial/national employer accounts. Ms. Wiest also has extensive experience with medical billing, inquiries, and medical records.</p>
 <p>Betsy Sullivan Lost Time Claims Specialist III</p> <p>Ms. Sullivan will serve as a lost time claims specialist for the City's account management team.</p>	<p>Ms. Sullivan has more than 40 years of experience in workers' compensation claims, including more than 18 years at Workpartners as a claims adjuster.</p> <p>She is responsible for managing claims, completing appropriate documents for acceptance/denial of claims, paying reasonable/necessary medical expenses, and bringing the file to closure within a reasonable time. Ms. Sullivan is also experienced in completing bureau documents, civil service exams processes, infectious disease programs, post-injury drug and alcohol testing, etc.</p> <p>Prior to joining Workpartners, Ms. Sullivan worked for an insurance company and third-party administrators.</p>

Table 2.1: Proposed Team of Professionals

Name/Title and Role	Qualifications
 <p>Cathy Alexander Lost Time Claims Specialist III</p> <p>Ms. Alexander will serve as a lost time claims specialist for the City's account management team.</p>	<p>Ms. Alexander has worked with Workpartners for 11 years. She began her career with UPMC in 2011 working as a home medical equipment liaison. Ms. Alexander covered all the UPMC hospitals in the Pittsburgh area.</p> <p>In July 2013, Ms. Alexander transitioned to the workers' compensation department of Workpartners and began working on the City of Pittsburgh account. Her responsibilities are investigating, evaluation and negotiating the assigned claims for the workers' compensation business unit.</p> <p>In her current role, Ms. Alexander applies litigation management skills to effectively manage litigation activities, as well as budget and claims outcomes, while considering the overall impact to the customer and the company. Ms. Alexander has strong communications skills, takes on challenging tasks with clear focus, and is motivated to accomplish job duties in a deadline-driven environment.</p> <p>Ms. Alexander has 15 total years in handling workers' compensation claims. She has worked for three different third-party administrators and has gained vast experience in dealing with various employers.</p>
 <p>Amy Cole Lost Time Claim Specialist I</p> <p>Ms. Cole will serve as a lost time claims specialist for the City's account management team.</p>	<p>Ms. Cole has a bachelor of science degree in psychology from the University of Pittsburgh. She also earned a certificate in paralegal studies from Duquesne University.</p> <p>Ms. Cole has nearly seven years of experience in handling workers' compensation claims, including close to two years at Workpartners. In her current role, she is responsible for the handling of lost time claims for the Bureau of Fire.</p> <p>Prior to joining Workpartners, Ms. Cole worked as a tax certification specialist for a mortgage settlement services company as well as a workers' compensation lost time adjuster for an insurance company.</p>
 <p>Christine Duncan Medical Only Claim Specialist III</p> <p>Ms. Duncan will serve as the medical only lost time claims specialist for the City's account management team.</p>	<p>Ms. Duncan is a seasoned medical only claims specialist with nearly 21 years of experience in the field, all of which have been with Workpartners. She graduated from Greater Latrobe Senior High in 1985 and has steadily progressed through her career.</p> <p>Since 2011, Ms. Duncan has served as a medical only claims specialist at Workpartners' claims management services. Prior to this role, she worked as a claims technician and claims clerk. Earlier in her career, she was a department manager at Action Home Center.</p>

Table 2.1: Proposed Team of Professionals



Name/Title and Role	Qualifications
 <p>Emily Logreco, BSN-RN, CCM Senior Clinical Case Manager</p> <p>Ms. Logreco will serve as the senior clinical case manager for the City’s account management team</p>	<p>Ms. Logreco earned a bachelor of science in nursing from Davis and Elkins College and holds a registered nurse license in Pennsylvania and is a certified case manager. Additionally, she is certified in basic life support and has completed breath alcohol training (BAT).</p> <p>Currently, Ms. Logreco serves as a senior nurse case manager at Workpartners, where she has been since October 2018. In this role, she monitors workers' compensation claims, focusing on assisting employees in obtaining necessary medical care for injuries or illnesses. She identifies employees' physical capabilities to facilitate their timely return to work while adhering to standardized disability guidelines. Ms. Logreco also collaborates with treating providers and claims staff to develop strategies for successful claims resolution.</p> <p>Previously, she worked as an occupational health nurse, where she conducted pre-employment physicals, performed lab draws, injections, TB testing, and drug/alcohol testing. In this position, she registered and triaged patients at an employee acute care health clinic, providing nursing services and educating patients on healthy lifestyles, disease management, and available community resources.</p>
 <p>Steve Wagner Vice President, Workers’ Compensation</p> <p>Mr. Wagner will serve as the executive sponsor for the City.</p>	<p>Mr. Wagner earned his bachelor of science degree with honors in business administration from Indiana University of Pennsylvania. He also received the University’s Business Administration Award for his scholastic achievements and leadership skills.</p> <p>Mr. Wagner has worked in the workers’ compensation field for more than 30 years, including more than 20 years in a leadership role. He joined Workpartners in 2010 as the company began our commercial workers’ compensation practice. Mr. Wagner focuses on effective claims management, medical cost containment, safety initiatives, and competitive pricing. Under his direction, Workpartners is now the sixth largest workers’ compensation carrier in Pennsylvania and also maintains workers’ compensation clients in Delaware, Maryland, New Jersey, West Virginia, and Florida.</p> <p>Mr. Wagner is responsible for the oversight of both the commercial and self-insured claims departments, medical management, and risk control teams, while also strategically planning for ongoing growth and expansion in current and future state markets.</p>

Table 2.1: Proposed Team of Professionals

Name/Title and Role	Qualifications
 <p>Deborah Mehalik, RN, CCM Director, Medical Management</p> <p>Ms. Mehalik will oversee all medical delivery including panel development, provider relations, medical bill review, pharmacy, and network management.</p>	<p>Ms. Mehalik received RN training at Shadyside Hospital School of Nursing and earned a bachelor’s degree in nursing from Clarion University of Pennsylvania. She has extensive experience as an ICU, emergency department, and occupational health nurse.</p> <p>Ms. Mehalik joined UPMC in 1980 and moved to Workpartners in 1997. A certified case manager (CCM), she has worked as a workers’ compensation and non-occupational disability case manager since 1998. She is responsible for all medical management departments including care channel/panel development, network development, provider relations, internal medical bill review, as well as Workpartners’ pharmacy program.</p> <p>In addition, she oversees medical coordination and program management for our governmental clients’ managed care program.</p>
 <p>Teresa Silvaggio, MD, MPH, FACOEM</p> <p>Senior, Medical Director Dr. Silvaggio will serve as the Senior Medical Director for the City.</p>	<p>Dr. Silvaggio earned a bachelor of science degree in biological sciences, a master of public health degree, and a doctor of medicine degree, all from the University of Pittsburgh.</p> <p>Dr. Silvaggio is board-certified in Occupational Medicine and a fellow of the American College of Occupational and Environmental Medicine. With more than 20 years of experience, Dr. Silvaggio currently serves as Senior Medical Director of Employee Health. She is responsible for clinical oversight of employee health activities, including the pre-placement process, drug and alcohol testing, and workplace exposures. She assists with local, state, and federal regulatory compliance for worker health-related issues, among other responsibilities. Dr. Silvaggio also maintains clinical oversight of all internal UPMC MyHealth@Work onsite clinics in addition to all external UPMC client onsite clinics. She works with clinical staff to deliver innovative health and wellness solutions to clients.</p> <p>Prior to joining UPMC, Dr. Silvaggio served as the Corporate Medical Director of North American Flat-Roll Operations at United States Steel Corporation. She has also provided services as medical director and consultant for occupational health and integrated disability management services to numerous corporate clients over the course of her career. She served as an adjunct clinical professor in the University of Pittsburgh Graduate School of Public Health Medical Residency in Occupational Medicine. During her tenure as medical director of a hospital-based occupational medicine program, Dr. Silvaggio provided services for more than 400 clients in the surrounding area. She has given numerous presentations and published articles in the field of occupational medicine.</p>

Project Approach and Plan

Provide a detailed discussion of your firm’s approach to the successful completion of the scope of services outlined in this RFP.

Workpartners’ Approach

We believe that workers’ compensation claims are meant to be strategically managed, not simply processed. To ensure that your employees return to work activated and engaged, Workpartners’ experts will proactively manage claims from beginning to end that will result in the best possible outcome for the injured employee at the lowest cost.

Workpartners knows that efficient and effective pharmacy usage, including opioid management, nurse case management and consultation, properly managed documentation systems, and timely payment reconciliation are important to returning the City’s employees to work safely.

We believe that your third-party administrator should deliver measurable and objective results that align with and assist the City with these goals.

We offer clients the convenience of a single source for these absence services, which means we can deliver great efficiencies and integrated, analytical reporting. With integrated reporting at the individual and aggregate levels, Workpartners can help our clients identify trends, reduce costs, and improve productivity.

As a public entity, the City needs to be a fiscally responsible steward. We understand your need to select a workers’ compensation third-party administrator with the experience and expertise to assist your organization in minimizing total cost of risk.

Medical services now represent up to 60 percent of the cost of workers’ compensation claims. As an experienced third-party administrator for workers’ compensation, Workpartners provides comprehensive services that improve outcomes and reduce overall claims costs. Under our administration, medical services for the City were 23% of costs. We deliver complete program management, creative cost-containment strategies, a strong medical delivery network, and risk control services.

The Workpartners’ Approach to Getting Your Employees Back to Work, Ready to Work



Collaborative Approach

Workpartners’ account management, claims management, and data analytics team work consultatively with employers to develop and implement effective, efficient cost-saving strategies.



Complete Program Management

Creative cost-containment strategies, a strong medical delivery network, and risk-control services deliver meaningful savings results to our clients.



High-Touch Claim Management

We proactively manage each claim from beginning to end, assigning each case a single point of contact, a dedicated claims specialist who will concentrate on helping the employee recover and return to work.



Operational Excellence

Along with expertise in regulatory compliance, we use industry best practices and workflows to ensure each case is managed efficiently and effectively, providing the utmost courtesy to the injured worker.



Stewardship Reporting

Industry-leading analytics enable us to provide robust reporting that measures our performance and delivers timely, relevant, and actionable information to drive program improvement.

Overview of Workers' Compensation TPA Services Provided to Clients

Workpartners brings a depth of occupational claims knowledge and experience in many industries. We understand that a client-centric, customer-focused approach to claims management results in successful outcomes for our clients as well as their employees.

Complete Program Management

We attribute our success to our complete program management philosophy and the high standards against which we measure our performance. On every claim, our adjusters and nurse case managers focus on comprehensive medical case management, reliable and thorough claims management, and effective return-to-work strategies.

Claim Verification

Prior to accepting a claim for compensability for a workers' compensation claim, Workpartners considers the factors listed in *Text Box 3.1*.

Claim Investigation

Workpartners understands the critical need for claims investigations. Our claims staff will initiate contact with the claimant within 24 hours of notice from the City.

Our three-point contact seeks to obtain as much information as possible from the claimant, supervisor, and medical provider to establish a realistic plan of action to minimize the exposure and return the claimant to work in a timely manner.

During the initial investigation, we will also contact the supervisor, panel provider, witnesses, and other persons identified in the investigation (see *Text Box 3.2*). In addition, we will index all new lost-time claims and medical-only claims of a suspicious nature to determine if the employee is involved in other related claims. We perform follow-up indexing on an as-needed basis.

Workpartners conducts most investigations telephonically. For catastrophic claims, we may use an investigator to conduct onsite activities and take statements or pictures, and we will conduct recorded investigations for these claims.

We will evaluate each claim for potential fraud. If the claims staff suspects fraud, an internal red flag process within the claims-processing system will initiate additional investigations, including activity checks or surveillance.

Text Box 3.1: Factors Considered Prior to Accepting a Claim for Compensability

- Is the claimant eligible for statutory indemnity benefits (have seven days' disability or more)?
- Who gave notice of the injury (employee, spouse, physician, coworkers, etc.)?
- Was the supervisor or manager notified of the injury?
- Was notice of the injury timely (within 48 hours; within 120 days; or 300 weeks for occupational disease)?
- Did the injury arise out of and in the course and scope of employment?
- Is the injury consistent with the incident?
- Are there prior or pre-existing injuries/illnesses?
- Was there third-party involvement?
- Were there any witnesses to the injury?
- Has a panel physician confirmed that the mechanism of injury is consistent with objective findings?
- Was the injury a result of a law violation (illegal drugs/intoxication)?
- Was the injury a result of intentional acts of a third party unrelated to employment (personal in nature)?

Text Box 3.2: Investigative Activities

- Verify accident facts.
- Validate that the employee was in course and scope of employment.
- Confirm mechanism of injury/illness is consistent with medical evidence and what we have learned from initial three-point contact.
- Confirm injury is supported by medical evidence.
- Evaluate subrogation potential.
- Give additional guidance or direction to supervisor/department.
- Contact witnesses.
- Determine if a *First Report of Injury* must be sent to the Bureau of Workers' Compensation for time missed (day, shift, or turn).

Workpartners will perform follow-up reviews and coordinate with the City, state, and other relevant agencies to ensure adherence to strict guidelines.

Claims Investigation

We will address the potential for subrogation with each new claim investigation. If it is identified, Workpartners will place the third party on notice, and we will follow the developments of the subrogation through regularly scheduled reviews. If we feel additional investigation is needed as we approach the 21st day of disability, Workpartners will, in most cases, issue a *Notice of*

Temporary Compensation Payable to allow 90 days to substantiate or deny the claim. If the investigation is incomplete due to lack of medical evidence to support a disability, or strong evidence to indicate that an injury may not have arisen in the course and scope of employment, we will issue a denial of workers' compensation and continue the investigation.

Claims Classification

We organize claims into four distinct categories to manage claims most effectively to completion, as described below.

Claims Classification

Incident Only (Record Only)

Following notice of an incident, a claim is categorized as "Incident Only" and subsequently closed if we determine, after discussion with your organization, that no medical treatment is being sought and the employee is able to work their regular job.

If the claimant's work status changes or treatment is later necessary, we will advise your organization to guide the employee to the panel provider list and contact Workpartners immediately. We will document all communications and relevant information in the claims management system.

Medical Only

Following notice of an injury and notice that medical treatment is obtained, a claim is categorized as "Medical Only." As soon as possible and within 48 hours, we make a three-point contact with the employee, the employee's supervisor/department, and the panel provider.

The assigned Workpartners claims adjuster will monitor the employee's ongoing treatment until discharge, while documenting all communications and relevant information in the claims management system.

Restricted Medical Only

A claim is categorized as "Restricted Medical Only" to monitor an employee placed on a transitional work assignment with the goal of returning the employee to pre-injury job functions as soon as it is appropriate. Following the incident or within 48 hours, we make a three-point contact with the

employee, the employee's supervisor/department, and the panel provider. The Workpartners claims adjuster will monitor the treatment and coordinate any work restrictions with the supervisor/department. We will document all communications and relevant information in the claims management system.

Lost Time

Following notice of an injury and assessment that the injury will cause the employee to be away from work for more than seven days, a claim is categorized as "Lost Time." As soon as possible and within 48 hours, we make a three-point contact with the employee, the employee's supervisor/department, and the panel provider.

Once an estimate of the necessary time away from work is determined, the claims adjuster will contact the supervisor to discuss the estimated period of disability, while documenting all communications and relevant information in the claims management system.

Workpartners estimates the anticipated cost of each claim to determine potential financial liability. Each estimate will consist of a separate reserve value for indemnity, medical, and expense.

Reserve totals take into consideration the employee's medical condition, age, occupation, expected return to work, and employability. Due to the dynamic nature of each claim, reserve evaluations take place after the initial investigation and throughout the life of the claim by the claims adjuster.

Escalated Case Review

Workpartners quickly escalates complex cases to our senior medical director, enhancing our ability to positively impact case resolution. Our medical director provides peer-to-peer interaction with employee's physician, identifies cost-saving opportunities, and collaborates on customized program components and formularies to improve return-to-work time frames.

We use standardized disability guidelines, as defined by the *Official Disability Guidelines* (ODG), to help our staff make appropriate decisions about clinical care and return-to-work.

The adjuster will determine when a claim should be reviewed by a nurse or physician on a case-by-case basis (*Text Box 3.3* provides an overview of general criteria for case escalation).

When providers do not supply required information after initial communication attempts, or if the information supplied does not support disability, the adjuster may review directly with the senior medical director.

Litigation

Legal action can be an effective tool in resolving workers' compensation claims. Workpartners is diligent about keeping case files managed and fully organized to ensure that litigation expenses are kept to a minimum. If used incorrectly or left unmanaged, however, litigation can be costly. Our goal when managing litigation is to partner with the City and your legal counsel to develop a sound, effective litigation management strategy to mitigate potential exposures. We will also provide the necessary documentation.

The claims adjuster manages and advances the file to the fullest extent possible. We believe that counsel should not be used to adjust claims. Workpartners will collaborate with and receive approval from the City before referring cases to counsel. We will work closely with the City's chosen law firm(s) to make certain that the City and your legal representative benefit from the best and most current information and documentation about the case. For more than 15 years, we have collaborated with the same law firm, positively influencing the City's program through settlements and successful litigation, resulting in significant reimbursement from the Commonwealth of Pennsylvania.

Text Box 3.3:

General Criteria for Escalated Review

- Clarification of medical information
- Assistance in causality determination through interpreting mechanism of injury and the relation of subjective complaints to objective findings
- Medical information does not reflect claimant's current functional status or clarification of restrictions is necessary for return to work or a requested accommodation
- Musculoskeletal diagnosis is documented and treating provider will not, or cannot, identify restrictions with physical demands of claimant's occupation to assist return to work
- Neck/back pain with nonspecific diagnosis and medical information in initial evaluation does not support a disability
- Restrictions are not progressing or transitioning to full-duty return-to-work and clinical necessity is not well-documented
- Claimant is not progressing in current treatment plan
- Complex or problematic diagnoses
- Peer-to-peer intervention to understand physical capabilities and identify barriers to either full/modified return to work
- Significant blood-borne pathogen exposure with or without conversion to positive HIV or hepatitis status

Claims Review

Workpartners will review claims with the City four times per year. We will provide status updates, recommendations and action plans for each claim. We have found that frequent reviews with the client's workers' compensation representatives, department supervisors/managers, legal counsel, and the Workpartners' claims staff has a positive impact on claims resolution.

Cost-Containment and Injury Prevention Strategies Provided to Clients

Through our best-practice standards, Workpartners has developed highly effective cost-containment methods, all of which will be discussed and used as needed to support the current challenges facing the City. We integrate cost-containment strategies and statewide panel providers to meet program needs and deliver quality care with preferential pricing.

Injury Prevention

The best way to effectively manage workers' compensation costs is injury prevention.

We partner with our clients to analyze injury trends, injury types, and accident causes. Workpartners can help identify key cost drivers and provide strategic data to develop and enhance an effective safety and loss prevention program. Workpartners can supplement the services provided by the City's internal Loss Control/Safety and/or Risk Management Departments.

This includes but is not limited to workplace safety consultation, training, and support in the areas listed in *Text Box 3.4*.

Medical Management Services Provided to Clients

Workpartners' Medical Management Department consists of several service lines. We can provide consultative services on an as-needed basis in each of these functional areas. Our team reviews your need for these services on a case-by-case basis during our monthly claims and strategy discussions.

Service line centralization has allowed Workpartners to develop a comprehensive and multipronged managed care approach that is focused on the goal of returning injured workers to a healthy and productive lifestyle in the most cost-efficient manner possible.

This approach is structured with the anticipation of a win for both the injured worker and the employer. We have expanded the traditional managed care approach to specifically target extremely vulnerable points within a workers' compensation claim (see *Text Box 3.5*).

Text Box 3.4: Flexible Workplace Safety Consultation, Training, and Support, If Needed

- **Safety Committees:** Train members on purpose, roles and responsibilities, and follow-up
- **Injury Investigation:** Train supervisors to engage employees after an injury and define the importance of an investigation that finds the root cause of the injury
- **Hazard Assessment:** Provide techniques of hazard recognition, improve the ability to recognize hazards, and understand the methods to control hazards (this service assumes additional costs)
- **Loss Control Services:** Workpartners offers a full scope of loss control services and will consult with your organization to determine the most appropriate services to address your needs. We are committed to coordinating with your current safety initiatives. Our claims philosophy centers on injury prevention and emphasizes that managers and supervisors should identify the root cause of injuries in their departments

Text Box 3.5: Medical Management Approach

- Accessing internal medical expertise throughout the life of a workers' compensation claim
- Effectively identifying early and safe return-to-work potential and proactively using communication channels with providers to explore opportunities
- Identifying and providing access to high-quality providers who have expertise in workers' compensation and disability management with optimal outcomes
- Actively onboarding panel providers to Workpartners' expectations and creating relationships to facilitate the flow of communication between offices
- Possessing in-house network development capabilities with an integrated provider credentialing process as a quality measure
- Possessing in-depth understanding of medical bill review, medical bill repricing process, and other traditional cost-containment strategies
- Measuring programmatic cost drivers in addition to panel and network compliance through the use of sophisticated data analytics
- Willingness to extend our thinking beyond traditional managed care concepts as a commitment to a culture of service excellence for our clients and our staff

Workpartners developed and deployed strategies specifically for the management of our own self-insured, self-administered program as well as our own commercially insured workers' compensation product. The following content will more fully explore and describe Workpartners' managed care strategies.

Early Engagement of Medical Expertise

Our model for medical case management follows several clinically sound principles:

- Focus on restoring wellness and a safe return to work
- Use of meaningful and objective performance measures
- Effective management of restrictions

Workpartners' adjusters are supported by experienced supervisors and also have internal resources consisting of our senior medical director and nurse case managers — all with extensive workers' compensation experience.

By working together as a team, these professionals will develop a strategy to manage the City's claims, effectively utilizing each individual's expertise at the right time, drawing on Workpartners' experience with dedicated adjusters and nurse case managers to achieve optimal outcomes that meet the specific needs of each City department.

ODG Standards

Workpartners uses the disability duration tables found in the *Official Disability Guidelines (ODG)*, the most comprehensive and up-to-date medical treatment and return-to-work (RTW) guide for assessing a claimant's status. The ODG tables provide a physiological foundation for RTW expectations based on the nature of the disease, injury, or procedure. The tables reflect actuarial experience and also provide practice guidelines for normal recovery from a medical condition, injury, or procedure, making them a valuable tool across a diverse population of users.

The ODG disability duration tables offer RTW best-practice guidelines with capabilities and activity modifications for restricted work according to U.S. Department of Labor job classifications.

The duration data is used extensively in our case management process. The values allow for individual differences in recovery time based on the numerous variables that impact disability duration. Workpartners' model for medical case management supports an underlying philosophy on the most effective method for managing work injuries.

We have recently implemented a new procedure where the adjuster sends a letter to the treating physician when the ODG disability duration is nearing or has exceeded the expected timeframe. This letter requests the physician to explain the ongoing duration and provide supporting medical evidence. Additionally, the Medical Director will reach out to any non-responsive physicians to discuss the status and treatment plans.

ODG Standards

Return-to-Work Summary Guidelines

Return-to-work guidelines are expressed in both claims and absence day ranges with mid-range and at-risk day targets for each ICD-10 diagnosis code.

Return-to-Work Best Practice Guidelines

The number of days for expected return-to-work are classified by severity of injury, job classification (clerical, manual, heavy manual work), and co-morbidity factors such as obesity.

Capabilities and Activity Modifications for Restricted Work

Guidelines provide detailed information on return-to-work capabilities based on job classification, including guidelines on physical activities such as sitting, standing, walking, climbing, driving, and lifting.

Nurse Case Management

The City's dedicated nurse case manager:

- Serve as resources for treating physicians to ensure that specialty referrals, rehabilitation, or ancillary testing occurs quickly on-panel and that feedback is timely and complete.
- Communicate with claimant(s) to ensure that treatment recommendations are understood and followed.
- Identify concerns as they arise so they can be resolved before negatively impacting clinical outcomes.
- Review all billing greater than \$25,000 gross charges and specific trauma bills.
- Conduct a review of medical notes to identify and develop an action plan to address co-morbid conditions and/or issues that may be barrier(s) to optimal recovery.
- May prepare or contribute to independent medical examination (IME) physician letters for active claims.
- Are involved in pharmacy management and utilization.



Our nurse case managers are registered nurses with a minimum 3-5 years' clinical skill; our current staff averages 20 years' clinical and workers' compensation experience.

Nurses hold a wide variety of advanced certifications including certified case management and medical surgical nursing certification. In addition, they are knowledgeable in nursing administration and medical review.

Senior Medical Director

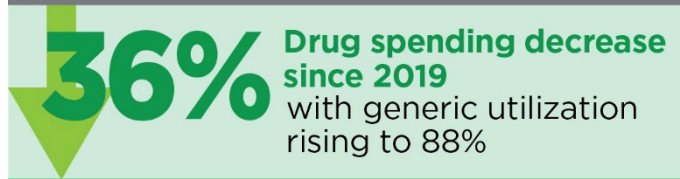
Our senior medical director understands that the treatment of a work-related injury differs from a traditional medical model because the goal is to restore or maintain the ability to continue gainful employment in addition to restoring wellness. We can work with your existing RTW process and can provide occupational medical direction as needed. Additional day-to-day responsibilities include escalated case review and ongoing staff education on innovative technology and/or unusual medical conditions.

PBMPower²: Workers' Compensation Pharmacy Benefit Program Provided to Clients

Our pharmacy program is a complex one, developed for our own parent company and commercially at-risk book of business and looks to maximize cost containment through a series of strategies including integrated pharmacist expertise both at point of sale and during a prior authorization process; development of our proprietary workers' comp formulary; use of first fill cards; use of PBM programs, such as Alert Review Manage (ARM) and One Drug Review (ODR); and step therapy.

Workpartners has electronic connectivity with our PBM with an eligibility feed occurring nightly which will activate a WC pharmacy card. Our adjusters can also set up a claimant in the system prior to the nightly extract if needed. Some of our clients like to use a first fill card, and we would look to explore if this could be an effective tool for the City.

Workpartners' Accomplishments With the City of Pittsburgh's Pharmacy Program



Over the past five-year period...



From 2019 to 2023...

There has been a significant decrease in opioid utilization, cost, and average morphine equivalent dose (MED) per patient.



One of the strengths that Workpartners will bring to the table as your workers' compensation TPA vendor is our ability to leverage the relationship with our corporate parents, UPMC and UPMC Insurance Services Division.

Because of the synergy between Workpartners' use of myMatrixx and our corporate parent, UPMC, we can negotiate discounts for our clients that are significantly lower than those that our competitors in the workers' compensation industry can negotiate.

Workpartners uses ESI's myMatrixx® as the pharmacy benefits manager (PBM) for our clients. We use myMatrixx's fully integrated solution for retail, home delivery, specialty, and paper bill prescriptions to assist us in driving programmatic performance to the lowest net drug cost. We are proud to partner with myMatrixx®, who, for the fourth year in a row, was rated 2022 #1 Pharmacy Benefits Manager as published in the CompPharma Annual Survey Report.

When combined with Workpartners' ability to provide a full suite of clinical programs that focus on improving injured employees' safety and outcomes, our partnership will allow us to reduce the City's total workers' compensation costs.

myMatrixx
An Express Scripts Company

workpartners

PBM Power² SM

WORK COMP PHARMACY BENEFIT PROGRAM

The laser focus and customer experience at myMatrixx brings our clients more powerful pharmacy solutions.

Exceptional Customer Service
24/7/365 for Clients, Pharmacies and Injured Workers, Including Live Chat
Around the Clock Support

myDataSenseSM
A Data Analytics Platform Built Specifically for Workers' Compensation
Effective Outcomes

Clinical Oversight
Comprehensive Reports
Point-of-Sale Real Time Alerts
Patient/Prescriber Outreach
Workpartners' Integrated Pharmacy Team
Workpartners' Integrated Nurse Review
All-Encompassing Pharmacist Review

CUSTOMER CENTRIC

Laser Focus on Workers' Comp
Processing Millions of Transactions Per Year
Mature Industry Leader
PBM Power²

myPassportSM
It's Not Just a Portal.
It's Your Gateway to the myMatrixx Experience.
Fully Integrated, Patient Centric Design

Leveraging The Power of Express Scripts
68k+ Pharmacies
Accredo Specialty Pharmacy
Express Scripts PharmacySM
Home Delivery

Durable Medical Equipment

Durable Medical Equipment (DME) is another medical driver for which we have developed extensive cost containment strategies to mitigate as much risk as possible. Our overarching goal is to help the injured worker obtain all needed DME in the most financially prudent way. We encourage dispensing low-cost DME such as braces, splints, and crutches at the time of need. We have direct contracting in place with several DME vendors integrated in orthopedic offices.

Workpartners knows that in PA, DME spend can be extremely costly with new devices marketed to physicians and billed with undefined codes. We have centralized DME vendor requests to our Medical Management service account; there the review experts work directly with our adjusters so that the team can address items including but not limited to use of a vendor vs. generic script, purchase vs. rental opportunity, contracted network provider opportunity and utilization review. Our Medical Management team also reviews DME billing for items such as correct contractual rate and for any predatory billing practices.

Direct and Indirect Savings

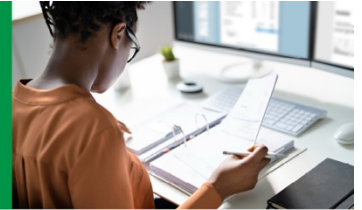
From 2016 to 2023, significant savings were achieved through various initiatives. The contracted savings from MyMatrixx amounted to \$926,688, highlighting the benefits of negotiated rates. The Workpartners' NCM program, which focuses on client-specific pharmacy clinical interventions, contributed an additional \$720,185 in direct and indirect savings.

Additionally, formulary cost avoidance, resulting from denied prescriptions, generated \$75,013. Outreach efforts through the Alert Review Manage (ARM) program, aimed at addressing clinical issues, accounted for \$21,171 in savings.

Lastly, the Step Therapy initiative, which prompts pharmacists to discuss more appropriate first-line medications with prescribers, resulted in \$1,719 in savings. In total, these efforts led to cumulative savings of \$1,744,776, reflecting a strategic approach to managing pharmacy costs and improving patient care.

CASE STUDY

Collaboration with Physician's Office and Adjuster



CHALLENGE

An insurance adjuster received an order for an electrical stimulation unit from a non-preferred durable medical equipment (DME) vendor. The order appeared to be initiated by a physical therapist rather than an orthopedic specialist. The initial quote from the non-preferred vendor was \$3,395 for a purchase, significantly higher than the cost through preferred providers.

ACTION

The Internal Medical Bill Review (IMBR) team contacted the physician's office to clarify the order. Upon confirming that the order was indeed recommended by a physical therapist for one month of treatment, IMBR advised the office about the public sector client's preference for using specific DME providers. Subsequently, IMBR obtained a generic prescription and initiated a rental agreement for the unit at a significantly reduced rate of \$58 per month.

RESULT

By switching from a purchase to a rental agreement with a preferred vendor, IMBR achieved substantial savings. The total savings amounted to \$3,337, reducing the financial burden on both the patient and the insurance provider.

Panel Development/Care Management Provided to Clients

One of the most important aspects of managing our workers' compensation programs is the selection of a qualified group of providers who are experienced and knowledgeable about the specific needs of claimants when dealing with work-related injuries and the associated regulations in the state in which they are employed.

The most appropriate physicians and providers for placement on health care provider panels are those who are specifically trained to understand occupational illness and injury, or who have notable expertise in treating work-related musculoskeletal injuries. See *Text Box 3.6* for our criteria for panel selection and inclusion.

We will continue to work with the City to meet the needs of your injured worker population through appropriate panel selection and representation.

Panel members will provide or control treatment for the first 90 days post-injury, except for the fire department, which has a 30-day treatment window. They will serve as the "gatekeepers" for all reported work-related injuries and, along with the Workpartners' staff, will be responsible for managing and directing care, including managing referrals to appropriate specialists. Workpartners' panel process places a high priority on understanding what is important to our clients. We will continue to conduct an annual review of the City's panel, or more frequently if needed. Our panel review process consists of a "panel summit" that facilitates the steps described in *Text Box 3.7*.

Our panel development philosophy is designed to build maximum network potential while strategically identifying providers who best lend themselves to quality outcomes, including direct work injury management and optimal return-to-work durations.

Workpartners' panels incorporate the use of discounted specialty networks, including but not limited to physical therapy and diagnostic and durable medical equipment. Workpartners uses national networks to provide the highest discount available while also giving access to an extensive network of providers. We welcome the opportunity to collaborate with the City on the development of your health care provider panels.

Text Box 3.6:

Criteria for Inclusion on Workpartners' Panel Lists

- Ability to treat claimants with a point-of-entry provider as soon as possible and within 48 hours from the date of injury, or treatment by a specialist within a week of referral to them
- Follows evidence-based medicine.
- Specialties appropriate for the anticipated work injuries
- Quality of care and reputation in their field of specialty
- Willingness to address work-relatedness and determine modified-duty assignment
- Ability to provide work status reports with physical capacities after each examination
- Compliance with referrals to designated panel and discounted network initiatives
- Geographic accessibility
- Participation in the designated workers' compensation PPO networks
- Client preference based on prior performance

Text Box 3.7:

Panel Summit Process

- Review of all current panels including network penetration potential
- Collaborative discussion regarding current panel providers — we value the City's level of satisfaction with each provider
- Presentation of suggested alternatives where needed to apply the best provider utilization solutions based on our own experience with our at-risk books of business
- Development of panels based on the client's approval

Network Development

Workpartners defines network activities as direct discounting and proprietary arrangements. We will continue to provide the City with our proprietary network of UPMC hospitals and physicians. Our current practice with the City of discussing how to measure and monitor our networks to ensure effective and cost-efficient program management will remain in place.

Connecting your collective clinical needs to our network is another core competency that benefits your program by creating matrices so that treatment can be obtained efficiently while gaining maximum network penetration.

We monitor penetration of our proprietary and leased networks monthly and adjust network hierarchy based on sophisticated reporting analytics that assist us in routinely exceeding industry standards for bill and charge penetration. Workpartners puts forth extensive effort in understanding the mechanics of no network spend and has developed several strategies to minimize it, including but not limited to those listed in *Text Box 3.8*.

Provider Relations

Workpartners' Provider Relations Department is a valuable point of contact for nonclinical provider issues; clinical provider issues are escalated to the senior medical director.

When an issue with a provider arises, such as failing to comply with panel requirements, absence of progress of the injured worker compared to expected results, or lack of evidence-based medicine, Workpartners' senior medical director will communicate with the provider to discuss performance issues, offer education and assistance, and provide support to help the provider understand the requirements and make appropriate changes in practice to achieve compliance with our panel requirements.

Our criteria for satisfactory panel performance are shown in *Text Box 3.9*. We monitor providers who have exhibited irregular or unsatisfactory performance to determine whether practices are being brought in line with expectations. If a provider remains noncompliant with treatment protocols, we will remove the provider from your panel with your approval.

Text Box 3.8: Strategies to Minimize No Network Spend

- Integration of a monthly feedback loop to our Network Development staff, who initiate immediate outreach for contracting discussion
- Activation of a special bill negotiation unit with integrated repricing triggers to achieve negotiated savings on bills that do not access a provider reduction
- Proactive bill negotiation on high-risk bills, which reduces the paid amount below the daily allowance
- Internalized review of all trauma billing against state trauma guidelines, if available, with a firm stance toward the provider if guidelines are not met. This has resulted in trauma bills being repriced instead of paid at gross charges

Text Box 3.9: Satisfactory Panel Performance

We define satisfactory panel performance as a continued demonstration of the provider's ability and willingness to

- Provide quality care and treatment.
- Examine and treat injured claimants as soon as possible and within 48 hours from the report of injury.
- Address work-relatedness, return-to-work issues, and modified-duty assignment.
- Provide timely work status reports with an assessment of physical capacities after every examination.
- Comply with referrals to other designated panel providers and specialty networks.

Panel and Network Compliance

Workpartners has successfully established a network of skilled medical providers that enhances the City’s program ensuring timely and effective care for injured workers, improving recovery outcomes, and optimizing overall program efficiency and cost-effectiveness.

Our approach to network and panel compliance is multifaceted and structured to include the entire team.

Education: We educate network providers to refer in-panel and monitor referrals. Because we use primary entry points for the medical management of a claim in the acute stage, the physician’s level of expertise will ensure that only appropriate referrals are made, appropriate specialists are selected, and only necessary diagnostic procedures are performed. Our claims and medical management staff are highly attuned to looking at high-cost treatment (physical therapy, pharmacy, etc.) to ascertain that the services are being done in-network, coordinate care so that network utilization is achieved, and document the reason(s) if they are not.

Redirection: When an injured worker seeks care off-panel, the claims adjuster and/or a member of the medical management team will carefully review all treatment and other services to ascertain whether they remain applicable to the initial work injury and are reasonable and necessary. If any concern is present, the adjuster will either initiate the utilization review process in place, in accordance with any state-related workers’ compensation requirements, or deny the treatment or service as non-work-related. If off-panel care is needed due to an emergency, our staff will promptly redirect the injured worker to on-panel care for all subsequent treatments.

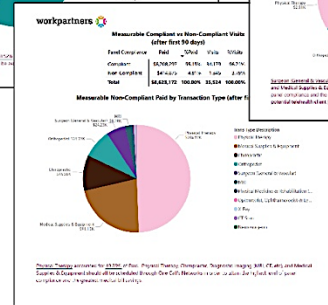
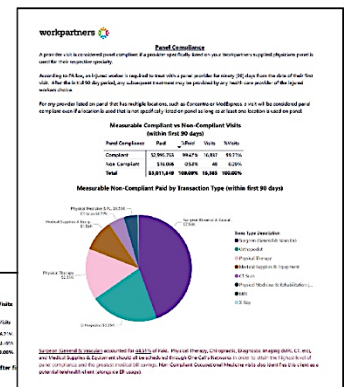
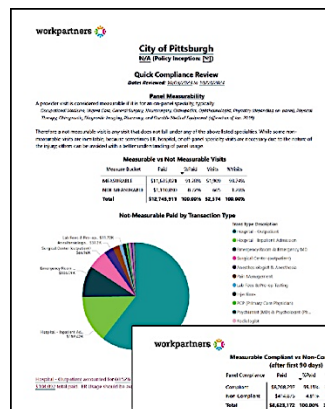
Communication: Frequent and meaningful communication among all stakeholders sets the foundation for our high level of panel compliance. Among the factors contributing to successful panel and network utilization are:

- Facilitating the flow of information to injured workers regarding their responsibilities under state law.
- Working with our clients on panel development, posting, and activation at the time of an injury.
- Messaging key pieces of information to a provider concerning return-to-work ability and treatment expectations.

Measurement: We can measure the City’s panel compliance within and after 90 days. Although industry benchmarks have not been established, we set a goal of 70 percent compliance within 90 days and 50 percent after 90 days.

We are proud to report that the City’s panel compliance is 99.7 percent within the first 90 days and 96.21 percent after 90 days, as shown in the City’s panel reports to the right.

When a client falls below baseline thresholds, we have workflows that target potential areas of concern, such as low panel compliance and high emergency department use.



Internal Medical Bill Review Prior to and After Repricing Provided to Clients

Workpartners uses a subcontractor to reprice health care provider bills on behalf of our clients and to ensure that medical bills are repriced and authorized for payment in accordance with the fee schedules of each state or the network provider's discounted rates, whichever is lower.

Our Medical Management Department provides an additional layer of quality review before and after the repricing process, including but not limited to reconsideration requests, direct contractual rate application, and possible bill duplication.

Additionally, our Internal Medical Bill Review team targets high-cost medical drivers such as trauma billing, DME utilization, and use of miscellaneous or undefined codes and, in conjunction with our adjusters and nurse case managers, implements proprietary workflows to impact cost and utilization.

The bill review and cost-savings philosophy of our subcontractor separates the review process into five categories to achieve maximum savings (see *Text Box 3.10*).



Text Box 3.10: Bill Review and Cost Saving Categories

- **Fee Schedule and Usual, Customary, and Reasonable (UCR) Application:** Fee schedule and UCR application includes reduction of provider billings to hospital and medical fee schedule or UCR values and all applicable state fee schedule rules (e.g., multiple surgery guidelines, physical therapy caps, assistant surgeon guidelines, follow-up days, etc.). The City savings have been below the PA Fee Schedule:
 - Medical savings: \$5.2 million (since 2006)
 - Pharmacy savings: \$ \$1,744,775 (since 2019)
- **Nurse Audit/Review:** Our vendor's nurse audit/review is implemented on all complex medical bills. These processes consist of reviewing all coding and associated documentation to verify that the rendered billing was submitted correctly, and that this documentation supports the individual billing codes. Provider bills designated for nurse audit/review include all inpatient hospital bills, all trauma bills, all ambulatory surgery center bills, multiple surgical procedures, EMG testing, ASA (anesthesia) codes billed with CPT codes, high-level office visits (over level 3), all unlisted codes, physical therapy, and chiropractic bills (based on state guidelines), and ICD9 and CPT codes that are not normally billed for workers' compensation injuries. Approximately 15–18 percent of all bills are designated for nurse audit/review.
- **Out-of-Network Review:** Our vendor has the ability to offer several options for out-of-network review for hospital and ambulatory surgery center bills without fee schedule or PPO savings. At present, the vendor uses Fairpay Solutions and QMedTrix for this segment of the bill review process. Each of these companies applies their discount criteria and proprietary databases to provider bills that meet predefined criteria, ultimately recommending a reasonable payment. These values are defined by each group's proprietary methodology. Reductions are supported and defended by each company. Each will provide defense, including statistical evidence for any dispute that may arise from their reviews.
- **Out-of-Network Negotiations:** Our vendor provides "out-of-network negotiations" using their professional staff and external specialty review companies. Out-of-network negotiations are typically the last option to generate savings in the bill review process. The vendor has a designated staff with significant negotiation experience and reference materials available to enhance this process. In addition, the vendor also uses external negotiation firms including Sentinel, Healthcare Mediations, and MDM Diatribe. Negotiated savings average 10–30 percent of billed charges. Most negotiations bind the client to a reasonable prompt pay condition. Prior to the provider payment

- **PPO Application:** Our vendor’s PPO philosophy is that no singular PPO network exists that can offer the highest level of savings and penetration. Over the past three years, Workpartners has actively developed our “best of breed” network offering to deliver to our clients the highest level of PPO penetration and savings for each jurisdiction and client by using a combination of national, regional, and local PPO networks.

recommendation being forwarded to Workpartners, a signatory confirmation of all internal and external negotiations must be received.

RTW Program Provided to Clients

A strong RTW program decreases absences and the costs associated with a workers’ compensation program. To assist the City in managing your RTW program effectively, Workpartners will manage the medical information on each claim to obtain either a modified-duty release or a release to the time of injury position. We will also leverage our extensive claims management experience and use our defined best-practice processes to decrease the duration of absences and improve the claimant’s likelihood of returning to full duty.

In creating an effective RTW program, Workpartners can work with the City to identify modified-duty work assignments. These assignments will allow the City’s injured employees to return to work in some capacity until they are capable of returning to their regular job functions. We can develop modified-duty work assignments over the course of our relationship.

The success of the RTW program requires an enhanced level of knowledge and involvement on the part of the treating physician. Our senior medical director provides an outreach program for treating physicians. This program enhances a treating physician's understanding of this concept by providing mentoring, education, and leadership to drive better outcomes in disability management and RTW programs.

The following graphic details our proposed RTW program implementation.

Our Return-to-Work Program Implementation Process	
Assess	<p>Workpartners requires our panel partners to furnish a full description of the claimant’s return-to-work abilities within 24 hours of seeing the claimant.</p> <p>Our claims adjusters will seek out any missing information from the provider.</p> <p>Once the 90-day required treatment with a panel provider has expired, the claims adjuster will contact the non-panel provider on the same day of the appointment.</p>
Report	<p>Upon review of the provider report, the claims adjuster will send details of the results to the client by phone and via email to ensure timely delivery.</p> <p>The claims adjuster will use the diary feature of our RISKMASTER system to set up reminders, which will trigger follow-up on appointments, claims activities, and return-to-work status.</p> <p>Following every visit, the claims adjuster will review the claimant’s return-to-work assignment and notify the client of any changes to restrictions.</p>
Coordinate	<p>Following the communication to the client, and within five days of receipt of documentation, Workpartners will issue the <i>LIBC-757 Notice of Ability to Return to Work</i> to the claimant via certified and regular mail.</p> <p>At the time of return-to-work, Workpartners will issue the <i>LIBC-751</i> to modify or suspend benefits based on the return-to-work status.</p> <p>If the claimant declines to return to work based on a medical release, our claims adjuster will request authorization from the client to assign the case to legal counsel for the filing of a Petition to Modify/Suspend/Terminate.</p>

Meeting The City’s Scope of Work

Workpartners is committed to seamlessly delivering to the City and your employees the services described in *Section 3: Scope of Work* of the City’s request for proposal. We will leverage our extensive experience with the City to provide workers’ compensation services that meet the specific challenges of your organization. We are experienced in providing the services and understand the City’s scope of work listed in below in *Table 3.1: Workpartners’ Ability to Meet the City’s Scope of Work*.

Table 3.1: Workpartners’ Ability to Meet the City’s Scope of Work	
3.0 Scope of Work	Workpartners’ Ability to Comply
3.1 Workers’ Compensation Third Party Administrator	
The City of Pittsburgh’s Department of Human Resources Civil Service is seeking to contract with qualified organizations or individuals in serving as the Workers’ Compensation Program Third Party Administrator (TPA). The Contractor will be required to provide access to all services contained in the sections below.	
Contractors are encouraged to join with subcontractors to provide all of these services. The contract term for these services will be for four (4) years.	✓
The City of Pittsburgh is seeking the highest level of care and service in all aspects of its work-related injury program. It is important to the City to continue to control the costs of work-related injuries. The quality of medical care must maintain the highest standards, even while the entire Workers’ Compensation team strives to reduce costs. We understand that with a combination of the following, the cost of work-related injuries can be controlled and reduced over time. <ul style="list-style-type: none"> • Professional claims management • Quality medical care and medical case management, • Our internal safety team • The continued backing from the Mayor and senior City officials, the cost of work-related injuries can be controlled and reduced over time. 	✓
Toward this end, in responding to this RFP, all Contractors should be aware that the City will expect proper treatment of patients and handling of injured workers, with emphasis on quality of care and best practices.	✓
At the same time, it is also the intent of the City to make certain that through the program outlined in this RFP, that employees who are not entitled to service related benefits do not receive them. Contractors who respond to this RFP should understand that the City is committed to supporting any efforts on the part of the team members to eliminate fraud and abuse of the system.	✓
The Contractor agrees to all of the services outlined in this section. If there are exceptions, Contractors are to list them in your RFP submission.	✓
3.2 Claims Administration	
The TPA is responsible for the intake and management of every City of Pittsburgh injury, illness and infectious disease exposure claim. In conjunction with the nurse case specialists and the involved medical personnel, the TPA claims adjusters monitor each injury claim with the objective of returning the injured employee to work as soon as is medically possible following the injury.	✓
In order to meet this objective, the TPA claims adjusters must be completely familiar with the fine details of each injury, and must work directly with the injured employee and the medical personnel. They must also be familiar with the requirements of the Pennsylvania Department of Labor, Bureau of Workers’ Compensation, and keep current and timely on all filings required by the Bureau. They	✓

Table 3.1: Workpartners' Ability to Meet the City's Scope of Work

3.0 Scope of Work	Workpartners' Ability to Comply
must work with the City's selected legal counsel to provide information and documentation to assist in the processing of litigation of City claims.	
The specific duties of claims administration are as follows:	
<ul style="list-style-type: none"> Accept injury reports via a 1-800 number staffed 24 hours a day/ 7 days per week with trained professionals, and forward the appropriate information within a reasonable amount of time to a claims representative. 	✓
<ul style="list-style-type: none"> Evaluate any open claim and make recommendations to the City as to their proper disposition in accordance to the Workers' Compensation Act or where applicable, the Heart and Lung Act. 	✓
<ul style="list-style-type: none"> Maintain complete records (hard copy and/or computerized) on all reported claims on behalf of and as custodian for the City. 	✓
<ul style="list-style-type: none"> Submit a monthly billing of expenditures to the City. 	✓
<ul style="list-style-type: none"> Prepare and deliver all appropriate benefit payments (indemnity and medical) utilizing a payment method agreed upon with the City. The City will be responsible for all expenses related to checking account maintenance including check or voucher checks. All payments are to be made on a timely and accurate basis. 	✓
<ul style="list-style-type: none"> Stay in contact with physicians and other involved medical personnel as required to maintain a current perspective on the claimants' progress toward his/her RTW. 	✓
<ul style="list-style-type: none"> Maintain contact with the injured workers as necessary dependent upon claim severity and claimant compliance. 	✓
<ul style="list-style-type: none"> Keep current on the claimant's treatment plan and on any barriers to the expected RTW date. 	✓
<ul style="list-style-type: none"> Schedule appointments with City Physician for RTW exams per the guidelines of the Civil Service Policy. 	✓
<ul style="list-style-type: none"> Attend bi-monthly case management discussions along with the case managers to review cases of a complex nature and/or cases which require team decisions and thought. 	✓
<ul style="list-style-type: none"> Prepare in whole or in part letters to physicians, letters regarding IMEs & other documentation requiring a medical perspective. 	✓
<ul style="list-style-type: none"> Evaluate cases with the potential for litigation, providing the City with direction on the most cost effective manner for resolution. Recommendation should include expected legal outcome, settlement potential and/or cost savings. 	✓
<ul style="list-style-type: none"> Work closely with the City of Pittsburgh's selected legal counsel on Workers' Compensation and Heart and Lung claims currently in litigation to provide oversight on strategy and expenses related to the file (scheduling depositions, IME's, obtaining medical records, etc.). 	✓
<ul style="list-style-type: none"> Document in clear, concise, easily understood language all medical claims notes. 	✓
<ul style="list-style-type: none"> Participate in bi-monthly non-litigated claims reviews and be prepared to discuss each claimant's medical progress. 	✓
<ul style="list-style-type: none"> Attend bi-monthly Workers' Compensation Steering Committee meetings. 	✓
<ul style="list-style-type: none"> Provide access to Computer Based Claim System to Risk Manager and other City staff as designated by City of Pittsburgh's Risk Manager. 	✓

Table 3.1: Workpartners' Ability to Meet the City's Scope of Work

3.0 Scope of Work	Workpartners' Ability to Comply
<ul style="list-style-type: none"> Work with the City of Pittsburgh's Risk Manager & other City staff to track and monitor trends relating to types of injuries, locations of injuries, length/severity of injuries in order to provide a safe work environment for City of Pittsburgh employees. 	✓
<ul style="list-style-type: none"> Review all medical bills, in conjunction with the case managers, for appropriateness to employee injury and diagnosis. 	✓
<ul style="list-style-type: none"> Review all claims for determination of possible relief from charges under the provisions pertaining to handicapped employees, second injury funds, etc. 	✓
<ul style="list-style-type: none"> Provide assistance, as requested, to the City in preparation of annual self-insurance renewal filings. In addition, having the ability to identifying and separate Heart and Lung claims. 	✓
<ul style="list-style-type: none"> Set reserves in conjunction with the City of Pittsburgh's Risk Manager based on the most probable case outcome. Reserves must be monitored and updated (both indemnity and medical) as required by history and reserve protocols. 	✓
<ul style="list-style-type: none"> Upon receiving notice and calculations from the City of Pittsburgh, facilitate the offset of Pension Benefits against future indemnity benefits. 	✓
<ul style="list-style-type: none"> Review each file for subrogation potential and provide meaningful documentation of the results. 	✓
<ul style="list-style-type: none"> Review each file for potential fraud and keep the client alerted to any findings. 	✓
<ul style="list-style-type: none"> Work directly with the City of Pittsburgh's Risk Manager to ensure the Program is meeting all of the standards required by the City of Pittsburgh. 	✓
<ul style="list-style-type: none"> Provide the City of Pittsburgh's Risk Manager with an Executive Summary of Program performance on a quarterly basis outlining key performance indicators as required by this agreement. 	✓
<ul style="list-style-type: none"> Meet with the City of Pittsburgh's Risk Manager on a quarterly basis to review Program and contract costs to include medical expenses, Program costs (i.e. IME), and administrative costs (i.e. deposition, surveillance, court reports, drug & alcohol testing, etc.). 	✓
<ul style="list-style-type: none"> Section 111 Medicare Secondary Payer Mandatory Reporting. 	✓
<ul style="list-style-type: none"> Maintain compliance as required to WCAIS System. 	✓
<ul style="list-style-type: none"> Work with excess insurance carriers to ensure reporting requirements are being met. 	✓
3.3 Medical Management	
<p>Medical Care: The Contractor, by responding to this RFP, must agree to provide access to all services and assume all responsibilities in this section. Each Contractor, unless otherwise noted, agrees to all of the services outlined in this section. The City seeks a qualified Contractor that can:</p>	
<ul style="list-style-type: none"> Offer access to and manage an established, credentialed and complete provider network capable of treating the work-related injuries experienced by City workers, and assist injured City workers in achieving maximum medical recovery and safe return to work. 	✓
<ul style="list-style-type: none"> Maintain access to health care delivery system to treat injured City workers. This will include hospitals, physicians, therapists, and other ancillary service providers and must be reasonably accessible to workers. 	✓

Table 3.1: Workpartners' Ability to Meet the City's Scope of Work

3.0 Scope of Work	Workpartners' Ability to Comply
<ul style="list-style-type: none"> • Provide drug and alcohol testing to post-injury employees based upon City of Pittsburgh policy and union contractual language allowing for such testing. 	✓
<ul style="list-style-type: none"> • Provide the City with a predictable Workers' Compensation budget and continue to contain the City's costs. 	✓
<ul style="list-style-type: none"> • Provide access to a network of treatment sites and facilities with geographical access for the City's workforce. 	✓
<p>The proposed scope of medical care services to be offered by the Contractor includes but is not limited to the following:</p>	
<p>Services</p> <ul style="list-style-type: none"> - Examinations - Initial injury examination and follow-up exams and evaluations (Second Opinion Evaluations). - Independent Medical Evaluations. - All Claims on TTD over ninety (90) days with no specific time frame specified for return to duty should have an IME and this should be repeated every six (6) months. All claims for permanent and total disability should have an IME at least once a year for the first two years and as needed thereafter. Contractor will also schedule and pay for IME's (a pre-determined number) when reasonably requested by the City. 	✓
<p>Ancillary Services</p> <ul style="list-style-type: none"> - Acute Care Services - Initial and follow-up Treatment and Evaluations (Including Emergency, Trauma, and Inpatient Hospitalization Services) - Subspecialty Consultation and Treatment (Referrals) - Diagnostic Testing - Medical Equipment and Supplies - Pharmaceuticals - Referral to Specialist - Emergency Medicine - Occupational and Environmental Medicine - Orthopedics - Dermatology - Ophthalmology - Psychiatry - General Surgery - Social Services/Psychology/Psychiatric - Other (Including but not limited to; Neurology, Urology, Dentistry, Cardiology, Pulmonary, and Rheumatology) 	✓
<p>Rehabilitation</p> <ul style="list-style-type: none"> - Physical Therapy - Occupational Therapy - Hand Therapy - Pool Therapy 	✓
<p>Specialized Services</p> <ul style="list-style-type: none"> - Evaluation and treatment of Sub-acute/Chronic Occupational Diseases - Analysis of Epidemiological Data 	✓

Table 3.1: Workpartners' Ability to Meet the City's Scope of Work

3.0 Scope of Work	Workpartners' Ability to Comply
<ul style="list-style-type: none"> - Contractor agrees to use its best effort to furnish expert testimony services or depositions when appropriately requested by the City at no additional charge. 	
3.4 Appointment of Contract's Medical Coordinator	
<p>A candidate for the position of Medical Coordinator of the Program will be advanced by the Contractor no later than December 1, 2024.</p>	✓
<p>Once approved by the City, the Contractor's Medical Coordinator will be employed by the Contractor but will continue to serve at the pleasure of the City. The Medical Coordinator commitment will be to the extent required to ensure all responsibilities are fulfilled.</p>	✓
Responsibilities of the Contractor's Medical Coordinator will include:	
<ul style="list-style-type: none"> - Clinical direction, coordination, and administration of the Program. 	✓
<ul style="list-style-type: none"> - Assurance of adequacy and quality of care/patient service. 	✓
<ul style="list-style-type: none"> - Standardization of medical protocols. 	✓
<ul style="list-style-type: none"> - Coordination of health care providers. 	✓
<ul style="list-style-type: none"> - Cooperation and accessibility in providing medical consultation to the City of Pittsburgh. 	✓
<ul style="list-style-type: none"> - Evaluation of appropriateness of treatment of network and out of network providers; work with providers not conforming to standards and recommend appropriate remedial actions when necessary. 	✓
<ul style="list-style-type: none"> - Evaluate appropriateness of duty status. 	✓
<ul style="list-style-type: none"> - Facilitate review of drug and alcohol testing results by MRO. 	✓
3.5 Health Care Service Requirements and Responsibilities	
<p>The Contractor agrees to all of the services outlined in this section. If there are exceptions, Contractors are to list them by section in the submittal response:</p>	
<ul style="list-style-type: none"> • The Contractor will be responsible to coordinate with the City of Pittsburgh's Risk Manager for the case management of all work related injuries whether they are treated in or out of the Contractor's health care provider's network. 	✓
<ul style="list-style-type: none"> • The Contractor will be responsible for forwarding payment of all medical care provided to active, retired and terminated City employees with service connected injuries regardless of whether the services are rendered in or out of the network. Funds will be forwarded from a designated City account. 	✓
<ul style="list-style-type: none"> • All independent medical evaluations are to be performed by board certified or eligible physicians in the appropriate specialty. All medical care and treatment must be provided under the on-site supervision of a physician who is board certified or eligible in an appropriate field. No medical students or residents are to provide any definitive treatment to City patients. 	✓
<ul style="list-style-type: none"> • Medical care, including emergency medical care, should be provided through occupational medicine specialists, and emergency rooms as necessary, to any City employee who reports having been involved in an on-the-job injury. If the employee reports that he/she has not filed his first report of injury, he should be directed to do so following the completion of the medical treatment. The Contractor will follow-up with the injured employee to complete the paperwork, 	✓

Table 3.1: Workpartners' Ability to Meet the City's Scope of Work

3.0 Scope of Work	Workpartners' Ability to Comply
including the first report of injury, necessary to open the claim file. Medical issues not related to the injury on duty are to be referred to the patient's private medical provider.	
<ul style="list-style-type: none"> The Contractor is responsible to ensure the picture identification provided by the employee is reviewed and to determine if, based on the union affiliation of that employee, a drug and alcohol test is necessary. If these tests are authorized for the employee, tests are to be provided at the time of the initial hospital (clinic/ED) visit. 	✓
<ul style="list-style-type: none"> The Contractor is responsible for following the required protocol to get the results of the drug tests. Once received, information regarding positive drug screenings is to be provided to the City following the City protocol for notification. All information regarding the results of drug and alcohol testing for City employees must remain strictly confidential and must only be shared with authorized personnel. 	✓
<ul style="list-style-type: none"> Contractor must develop protocols and treatment guidelines for the treatment of all major types of injuries within one hundred twenty (120) days of the beginning of the initial contract year. 	✓
<ul style="list-style-type: none"> Protocols and guidelines established by the Contractor's Medical Coordinator (and approved by the City) for the medical care and treatment of patients must either be followed by the Contractor, or deviation from the guidelines must be justified in writing by the treating physician. 	✓
<ul style="list-style-type: none"> Panel Provider must develop a treatment plan based on the patient's first visit to them. The treatment plan must include diagnosis, prognosis, projected return to work, number of weeks of physical therapy required, and any restrictions. It will be the responsibility of the Contractor to insure that such treatment plans are prepared and updated as needed. 	✓
<ul style="list-style-type: none"> At the request of the City, Contractor must make copies of medical records and radiographic films and other pertinent studies available as needed. 	✓
<ul style="list-style-type: none"> Panel discussions may, with reasonable notice, be convened at the request of the City or the Contractor. The Contractor must present summary medical care information and treatment plans on the patient(s) at such Panel discussions. 	✓
<ul style="list-style-type: none"> A referral system for appropriate medical treatment and follow-up for all active, retired and terminated City employees with service connected injuries must be jointly developed and agreed to by the City & the Contractor. 	✓
<ul style="list-style-type: none"> The Contractor must provide access to the full range of medical services necessary. Certain specialist or other services may be referred to appropriate service providers. The Contractor must provide the City with a list of proposed referral service providers for pre-approval by the City and such approval will not be unreasonably withheld. Such approval by the City may be revoked for lack of appropriate credentials, past performance, or for any other reason at the discretion of the City with at least thirty (30)-day notice. Additions and/or deletions to the list of approved referral services may be requested by either the Contractor or the City. 	✓
<ul style="list-style-type: none"> When a treating physician determines that an injured employee will never be able to function in the full capacity of his/her City position, the treating physician should report this determination immediately to the Claims Adjustor in writing. The notice should include, but not be limited to the date of injury, nature of injury, diagnosis, medical evidence for diagnosis (including physical findings, radiological findings, results of other tests, or opinions of consultants and independent medical evaluations), and a statement of continuing inability to perform his/her job duties as a result of the injury. 	✓

Table 3.1: Workpartners' Ability to Meet the City's Scope of Work

3.0 Scope of Work	Workpartners' Ability to Comply
<ul style="list-style-type: none"> The Contractor's Medical Coordinator shall convene periodic telephonic case management conferences (at least once a month or more frequently if needed) to review patient care and treatment plans with the treating physician, therapist or other medical staff, as indicated. Representatives from the City shall be invited to participate. All cases open more than thirty (30) days post injury shall be reviewed at such conferences. 	<p style="text-align: center;">✓</p>
<ul style="list-style-type: none"> The City may, at its discretion, submit for peer review any open case greater than ninety (90) days post injury, if the City reasonably believes that the treatment has not been medically necessary or appropriate, provided that such treatment has occurred within the last sixty (60) days. Such peer review shall consist of review of the case by a board certified or eligible physician in the appropriate specialty, or a certified peer review specialist, selected by the City. Should such peer review, or any appeal, find that the treatment has not been medically necessary or appropriate, the Contractor must absorb the cost of such treatment. The Contractor has the right to appeal such a determination. Such appeal shall consist of a presentation to a panel comprised of the peer review physician, another physician selected by the Contractor, and a third physician selected by these two panelists. The City will have the right to designate a non-voting member of the panel. If the appeal finds that the treatment is necessary and appropriate, then the City will pay the cost of its peer review physician; the Contractor will pay the cost of its physician; and the cost of the third (not to exceed and average IME fee) will be split evenly between the Contractor and the City. If the appeal finds that the treatment was unnecessary or inappropriate, then the Contractor shall pay all additional costs. 	<p style="text-align: center;">✓</p>
<ul style="list-style-type: none"> For the first ninety (90)-days of treatment (members of the Fire Bureau (thirty (30)-days requirement), all City employees must cooperate with all reasonable and appropriate medical care, including diagnostic testing, physical therapy, and established corrective surgical procedures. In the case of surgical procedures, the employee will have the right to introduce a second opinion from his or her own physician at the Contractor's cost notwithstanding Act 44. Any conflicts between the opinion of the treating physician and the opinion of the employee's private physician shall be resolved by obtaining a third opinion from a neutral third physician at the Contractor's cost. 	<p style="text-align: center;">✓</p>
<ul style="list-style-type: none"> The Contractor must maintain a centralized record keeping system which includes a highly integrated case management and reporting system to ensure appropriateness and timeliness of care to employees injured on duty. The Contractor must provide the City with direct access to claims management and reporting systems so information can be gathered when needed by the City team. 	<p style="text-align: center;">✓</p>
<ul style="list-style-type: none"> At no time are patients, whose evaluations and treatment have been properly approved, to be billed for services. 	<p style="text-align: center;">✓</p>
<ul style="list-style-type: none"> All invoices for payment for work related injuries sent to the City for out of network service will immediately be forwarded to the Contractor for resolution. 	<p style="text-align: center;">✓</p>
<ul style="list-style-type: none"> The Contractor must provide credentials to the City for all professional staff that will be providing services if so requested by the City. The City maintains the right to disqualify individuals from providing service based on prior work history and concerns. 	<p style="text-align: center;">✓</p>
<ul style="list-style-type: none"> All patient visits and failed appointments must be recorded using forms approved by the City. Copies of the reports must be provided to the City on a daily basis and sorted by department. Each time an employee/claimant is seen, the treating physician must complete an assessment 	<p style="text-align: center;">✓</p>

Table 3.1: Workpartners' Ability to Meet the City's Scope of Work

3.0 Scope of Work	Workpartners' Ability to Comply
report describing employee's duty status and physical capacities and such information shall immediately be forwarded to the adjuster, who will review such with appropriate City Personnel.	
<ul style="list-style-type: none"> • Reports of independent medical evaluations requested by the City must be sent to the City within thirty (30) days of the evaluation. 	✓
<ul style="list-style-type: none"> • Copies of medical records or summaries requested by the City should be sent within one week of request. 	✓
<ul style="list-style-type: none"> • The Contractor must agree that the City has the right to review cases and medical records and perform audit procedures of medical care provided. 	✓
<ul style="list-style-type: none"> • The Contractor will ensure time of arrival and departure of injured City employees requiring treatment is documented, and report such information by department to the City on a regular basis. 	✓
<ul style="list-style-type: none"> • The Contractor will ensure adequate parking for City employees at all treatment facilities. 	✓
<ul style="list-style-type: none"> • The Contractor will provide quality and timely reporting to the medical file and to the appropriate City department. Treatment reports must be legible, with a clear description of treatment plans, duty status, duty status dates, clear identification of medical restrictions and physical limitations, treating physician identity, injured employee's department, etc. 	✓
<ul style="list-style-type: none"> • Treating physicians (not specialists or physical therapists) must make duty determinations except in special cases. 	✓
<ul style="list-style-type: none"> • Treating physicians should not discuss injury compensability with patients. 	✓
<ul style="list-style-type: none"> • Treating physicians are required to fully inform patients regarding medical treatment, side effects of drugs, etc. 	✓
<ul style="list-style-type: none"> • Contractor will provide status reports on injured employees to City departments within one (1) business day of treatment by primary physicians and five (5) business days of treatment by specialists. 	✓
<ul style="list-style-type: none"> • Contractor will provide detailed instructions to all City departments, describing how and where injured employees should be directed for treatment and assist the City in the communication of such, including the updating and dissemination of the Panel. 	✓
<ul style="list-style-type: none"> • Quality of care must always be the primary consideration of Contractor over other issues in determining appropriate treatment strategy for injured City employees. 	✓
3.6 City's Reserved Right Concerning Staffing the Workers' Compensation Program	
<ul style="list-style-type: none"> • The Contractor must provide the City with the right to reduce or increase the number and type of positions as noted throughout this RFP. 	✓
<ul style="list-style-type: none"> • The Contractor must provide the City with the right to remove any position(s) or individual staff person(s) from this Program. Further, the City reserves the right to alter the job responsibilities of any position responsible for the City of Pittsburgh's Workers' Compensation Program. 	✓
<ul style="list-style-type: none"> • Contractor must disclose the compensation budgeted for each position separately with a breakout to all compensation costs (salary, benefit, social security, etc.). This information must be included in the RESPONSE to this RFP. Also, the specific position job descriptions must accompany the RFP RESPONSE. 	✓

Table 3.1: Workpartners' Ability to Meet the City's Scope of Work

3.0 Scope of Work	Workpartners' Ability to Comply
<ul style="list-style-type: none"> By January 1, 2025 the Contractor must have each position staffed and operational. 	✓
3.7 Infectious Disease Program	
<p>The Contractor must agree to provide a comprehensive Infectious Disease Management Program. Each Contractor, unless otherwise noted in the "Exceptions" section of this RFP, agrees to all of the services outlined in this section.</p>	
<p>It will be the responsibility of the Contractor to administer a comprehensive Program of infectious disease monitoring and intervention for City of Pittsburgh employees.</p>	✓
<p>Components of the Program shall include the following:</p>	
<ul style="list-style-type: none"> Consistent designated personnel for point of contact for 24-hour emergency exposure consultation 	✓
<ul style="list-style-type: none"> Comprehensive documentation of infectious disease exposure. 	✓
<ul style="list-style-type: none"> Coordination of exposure treatment. 	✓
<ul style="list-style-type: none"> Liaison responsibility with City, County, and State agencies in the event of a widespread exposure, etc. 	✓
<ul style="list-style-type: none"> Knowledge of applicable City, County, State, and Federal regulations regarding infectious diseases. 	✓
<ul style="list-style-type: none"> Maintenance of employee medical records. 	✓
<ul style="list-style-type: none"> Provision of immunization services by a registered nurse including the following: Hepatitis B; Influenza; Tetanus/ Diphtheria; Measles/ Mumps/ Rubella; others, as indicated, or as they become available or as may be requested by the City. 	✓
<ul style="list-style-type: none"> Provision of screening tests including the following: Hepatitis B; Tuberculosis; Measles/ Mumps/ Rubella; HIV, Others, as indicated, or as they become available or as may be requested by the City. 	✓
<ul style="list-style-type: none"> Provision of education and staff training services concerning infectious disease prevention and intervention. 	✓
<ul style="list-style-type: none"> Consultation around the development of an infectious disease control manual. 	✓
3.8 Nurse Case Management	
<p>Requirements:</p>	
<ul style="list-style-type: none"> Know the medical detail of each lost time injury. 	✓
<ul style="list-style-type: none"> Know the expected length of disability (ELOD) and the expected return to work (RTW) date of each injury. 	✓
<ul style="list-style-type: none"> Connect the causal relationship of the injury to the medical evidence provided. (Is the explanation of the injury as provided by the claimant reasonable and does it support the physiological result expressed by the medical community?) 	✓
<ul style="list-style-type: none"> Stay current on all on-going treatment and treatment plans for each assigned claim. 	✓
<ul style="list-style-type: none"> As medical reports are received at TPA enter all medical information into the claims notes of the assigned claim. 	✓

Table 3.1: Workpartners' Ability to Meet the City's Scope of Work

3.0 Scope of Work	Workpartners' Ability to Comply
<ul style="list-style-type: none"> Stay in contact with physicians and other involved medical personnel as required to maintain a current perspective on the claimants' progress toward his/her RTW. 	✓
<ul style="list-style-type: none"> Keep the Claims Adjuster/Assistant current on the claimant's treatment plan and on any barriers to the expected RTW date. 	✓
<ul style="list-style-type: none"> Attend bi-weekly case management discussions along with the claims adjusters to review cases of a complex nature and/or cases which require team decisions and thought. 	✓
<ul style="list-style-type: none"> Prepare in whole or in part (along with the claims adjusters) letters to physicians, letters regarding IME's or other documentation requiring a medical perspective. 	✓
<ul style="list-style-type: none"> Document in clear, concise easily understood language all medical claims notes. 	✓
<ul style="list-style-type: none"> Participate in monthly non-litigated claims reviews and be prepared to discuss each claimant's medical progress. 	✓
<ul style="list-style-type: none"> Attend bi-monthly Workers' Compensation Steering Committee meetings as needed. Review all medical bills for appropriateness to employee injury and diagnosis. 	✓
<ul style="list-style-type: none"> Assist the Claims Adjusters and other members of the team as may be instructed by the Claims Supervisor and/or by the City of Pittsburgh's Senior Manager, Risk and Benefits. 	✓
3.9 Reporting	
<p>Risk Management Information System (RMIS) The City requires continuous access to data for multiple reports and calculations. The selected vendor's RMIS should include but not be limited to:</p>	
<ul style="list-style-type: none"> Internet based claim system with access 24 hours a day, 7 days a week to view claim adjuster and supervisor notes, generate loss runs or other pre-scheduled or ad hoc loss management/claim reports. 	✓
<ul style="list-style-type: none"> Ability to export claim data into various Microsoft products, i.e. word, excel, power point. 	✓
<ul style="list-style-type: none"> Provide RMIS technical support for questions, problems or development of customized reporting. 	✓
<ul style="list-style-type: none"> Preferably claim data is in real time, or uploaded every 24 hours. 	✓
<ul style="list-style-type: none"> Import all prior loss data into a single database. 	✓
<ul style="list-style-type: none"> Provide scheduled loss reports to be sent electronically to the City each month, each quarter and upon request. These reports will include, but not limited to: <ul style="list-style-type: none"> Detailed listing of open claims & closed claims. Summaries of all open and closed claims. Listing of first aid only claims. Claims cost detail. Claims by department. Claim trending. Financial reconciliation ledger. Customized reports that may include, but not be limited to; job titles, injury types, loss causation, lost workdays, modified work, use of MPN or other medical clinics, and managed care reports that track cost containment activities. Quality control program to ensure data integrity and claimant confidentiality. Any RMIS problems will be resolved within 24 hours or less 	✓

Table 3.1: Workpartners' Ability to Meet the City's Scope of Work

3.0 Scope of Work	Workpartners' Ability to Comply
<ul style="list-style-type: none"> Image system to scan all documents received pertaining to the case. 	✓
<ul style="list-style-type: none"> Fully compliant with MMSEA Section 111 reporting requirements. Disclose any fees associated with this service, including the names of any 3rd party TPA used for this reporting. 	✓
<ul style="list-style-type: none"> Secured system that may include, but not limited to; security audits, protected by intrusion prevention and intrusion detection systems, communications of any claimant's personal information or personal health information is protected (i.e. monitoring of email and internet traffic, encrypted email, access restricted by user ID and password, or other similar security methods). 	✓
3.10 Guarantees	
<p>The Contractor agrees to discuss performance measurements & set goals that are to be met through internal & external audits.</p>	✓
3.11 Transition	
<p>To ensure an orderly transition, the City may require the following:</p>	
<ul style="list-style-type: none"> All City employees injured on duty after January 1, 2025 will be referred by the City to the Contractor's health care network. The Contractor will be paid for services rendered based upon a negotiated fee for service schedule. 	✓
<ul style="list-style-type: none"> The Contractor must submit to the City a detailed fee for service rate schedule for services to be rendered during the transition period for medical care as described in Section 4.4 of this RFP. In addition, the Contractor must quote a monthly fee to provide access to all services required by this RFP. 	✓
<ul style="list-style-type: none"> As part of the response, Contractor must submit an Implementation Plan which the City can immediately implement after selection of the Contractor, describing all requirements for the City to change its panel of providers. Monthly fixed price payments to the Contractor by the City will commence on the later of January 1, 2025 or the date that the official contract had been signed by all involved parties, and continue thereafter. 	✓
<ul style="list-style-type: none"> At the inception of the contract, the Contractor will assume medical management responsibilities for all open claims and any new or reopened claims. The Contractor will secure all records from incumbent at no cost to the City. 	✓
<ul style="list-style-type: none"> During the transition period, the City agrees to pay for all health care services rendered by out-of-network providers based upon existing negotiated fee schedule or the invoice amount. The Contractor will review and approve these invoices for payment. 	✓
<ul style="list-style-type: none"> The Contractor will be responsible for disbursing payments to out-of-network providers upon funding and authorization by the City. 	✓
<ul style="list-style-type: none"> Any additional costs incurred by the Contractor for the transition of existing medical care records and cases during the transition period must be quoted separately and should not be included in the annual fee quoted by the Contractor. A detailed description of any such additional costs must be provided to the City. 	✓

Include thorough discussions of methodologies you believe are essential to accomplishing this project or completing the scope of services.

Workpartners will provide the City with a solution that offers:

- **Coordination with Leave and Disability Programs:** We are structured to provide best-practice approaches such as running workers' compensation concurrently with your FMLA and disability programs.
- **Experienced Program Management:** We will partner with the City to provide an analysis of the third-party administrative services that will complement your current program practices for a third-party service, and will offer to build out a fully efficient workers' compensation program.
- **Effective Cost Containment:** Workpartners' program management team will deliver reliable and thorough claims management. We employ sound medical case management and will know when to escalate review to our in-house medical management team, which ultimately translates to cost savings for the City.
- **Outstanding Service:** Our program management team includes experienced workers' compensation professionals who provide courteous service to claimants while focusing on thorough claims management, strong medical case management, and proactive return-to-work strategies. This flexible approach has allowed us to build lasting client relationships, as evidenced by our client retention rate.
- **Thorough Claims Investigation:** Workpartners' complete program management enables us to scrutinize the details surrounding every workers' compensation claim and validate that the mechanism of injury is consistent with the medical findings. By doing so, we establish an action plan that focuses on strategically concluding the claim and successfully returning the employee to work.
- **Proactive Return-to-Work Strategies:** We will develop an approach with the City for effective communications during the open claims period. At every milestone, we will look for opportunities to return your employees to work, while being cognizant of their injuries and time needed to recover.
- **Administrative Efficiencies:** Our state-of-the-art claims management system will allow authorized City administrators to view claim information. This includes claimant, employment, and event information; payment recommendations; and claims information and notes in real time.
- **Comprehensive Reporting:** We have the technology and infrastructure to measure program performance and provide a range of standard and ad hoc reports, including Centers for Medicare and Medicaid Services reporting. This will assist the City in measuring cost savings and, where necessary, making changes to improve safety and compliance.



- **Partnerships:** We value the relationships that we build with our absence management clients and invest considerable time and resources to ensure that our teams are accountable, responsible, and deliver on our commitments. This high-touch approach will help to remove barriers by providing coordinated support to ensure that employees receive the right services for their particular needs at the right time.

The health and safety of your employees will be our top priority. We look forward to collaborating with the City to maintain a safe and healthy work environment.

Include a proposed work schedule to accomplish all of the required tasks within the desired timeline.

As the City's current provider, there will be no need for implementation if the City chooses to retain Workpartners as its workers' compensation third-party administrator.

Identify the staff roles who would be assigned to each major task, including sub-consultants.

The following individuals will play a pivotal role in meeting the City's scope of work requirements. Please refer to *Table 2.1: Proposed Team of Professionals* for the qualifications and experience of the project team.

- **Mary Mills, Director, Workers' Compensation Self-Insured Claims:** Ms. Mills will manage all internal and external claims units and their performance. She will also serve as the relationship manager with the City.
- **Dana Kingsley, Senior Account Manager:** Ms. Kingsley will serve as the account manager for the City.
- **Linda Painter, Supervisor, Workers' Compensation Claim:** Ms. Painter is responsible for managing all the City's workers' compensation claims to ensure the most efficient and cost-effective resolutions.
- **Linda Wiest, Lost Time Claim Specialist:** Ms. Wiest will serve as the adjuster for the City's account management team.
- **Betsy Sullivan, Lost Time Claims Specialist III:** Ms. Sullivan will serve as a lost time claims specialist for the City's account management team.
- **Cathy Alexander, Lost Time Claims Specialist III:** Ms. Alexander will serve as a lost time claims specialist for the City's account management team.
- **Amy Cole, Lost Time Claim Specialist I:** Ms. Cole will serve as a lost time claims specialist for the City's account management team.
- **Christine Duncan, Medical Only Claim Specialist III:** Ms. Duncan will serve as the medical only lost time claims specialist for the City's account management team.
- **Emily Logreco, BSN-RN, CCM, Senior Clinical Case Manager:** Ms. Logreco will serve as the senior clinical case manager for the City's account management team.
- **Steve Wagner, Vice President, Workers' Compensation:** Mr. Wagner will serve as the executive sponsor for the City.
- **Deborah Mehalik, Director, Medical Management:** Ms. Mehalik will oversee all medical delivery including panel development, provider relations, medical bill review, pharmacy, and network management.
- **Teresa Silvaggio, MD, MPH, FACOEM, Senior, Medical Director:** Dr. Silvaggio will serve as the Senior Medical Director for the City.



October 31, 2024

Appendix A

Please see *Appendix A: Master Services Agreement* immediately following.

AGREEMENT FOR THIRD PARTY ADMINISTRATION SERVICES

This Agreement for Third Party Administration Services (the “Agreement”) is made as of January 1, 2023 (the “Effective Date”) by and between UPMC Benefit Management Services, Inc. d/b/a Workpartners (“Workpartners”), a Pennsylvania corporation and [REDACTED] (“Client”) (each a “Party” and collectively, the “Parties”).

RECITALS:

WHEREAS, Client is authorized by the Commonwealth of Pennsylvania to self-insure the work-related injuries of its employees;

WHEREAS, Workpartners is in the business of providing third party administration (“TPA”) services of the kind set forth herein, including, but not limited to, claims administration services related to workers’ compensation claims (collectively, the “TPA Services”); and

WHEREAS, Client has requested Workpartners to provide the TPA Services for its self-insured claims and Client and Workpartners desire to enter into an agreement on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. Definitions

The following definitions shall apply to terms, which appear in this Agreement in proper case.

1.1. **“Allocated Loss Adjustment Expenses”** shall mean any cost or expense incurred by Workpartners in connection with the administration, investigation, adjustment, settlement or defense of claims on behalf of Client, including but not limited to any of the following: subrogation; all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of surveillance activity; the costs of employing experts for the purpose of preparing maps, photographs, diagrams and chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records, and the cost of depositions and court reporters or recorded statements; and any other similar cost, fee or expense reasonably chargeable for the investigation, negotiation, settlement or defense of a Qualified Claim or Loss or the protection or perfection of subrogation, contribution, indemnification and/or salvage rights of Client. These expenses will be pre-approved by Client.

1.1.1. All Allocated Loss Adjustment Expenses are excluded from the TPA Services fees and any Allocated Loss Adjustment Expenses incurred by Workpartners shall be an additional and separate cost to Client.

- 1.2. “**Claim Files**” shall mean the files, either electronic or paper, for all open or closed claims which are provided to Workpartners at the inception of this Agreement, and which shall be considered to be the sole property of the Client.
- 1.3. “**Discretionary Authority Limit**” shall mean the maximum amount Workpartners is authorized to pay on Client’s behalf for any loss or Allocated Loss Adjustment Expense without first obtaining the prior approval of Client. The limit established for this contract is up to \$[5,000].
- 1.4. “**Incident Only Claim**” shall mean the creation and maintenance of a data file for accidents or claims involving only actual or alleged minor injury or property damage, and which require no medical treatment, and Client requests that Workpartners maintain a record only of the occurrence for informational tracking purposes. Incident Only claims do not include claims which require additional investigation, processing or recording of payments. Such additional documentation on any claim shall cause that claim to be categorized as a “Medical Only Claim” or “Lost-Time Claim” as defined below.
- 1.5. “**Late Reported Claims**” shall mean claims, which are first reported to Workpartners after the termination of this Agreement and any renewals hereof.
- 1.6. “**Lost Time Claim**” shall mean: (i) any reported workers’ compensation accident or claim where the injured worker will likely be entitled to medical benefits and also has lost or may lose time from work or will submit or has submitted a claim for indemnity benefits, including any claim originally classified as a Medical Only Claim which becomes a Lost Time Claim because the injured worker becomes eligible for indemnity benefits, which requires additional claims handling services; (ii) any claim in litigation; (iii) claims which would otherwise be classified as Medical Only Claims involving an injured worker who has returned to work on alternate duty due to restrictions from the work-related injury, but follow-up by a claims representative will be needed to facilitate a return to full duty; and (iv) claims which merit investigation by a claims representative or investigative service due to questions regarding compensability, without regard to whether the claim is ultimately approved or denied.
- 1.7. “**Medical Case Managers**” shall mean external case managers as contracted with Client who provide on-site case management services in connection with severe or catastrophic workers’ compensation claims.
- 1.8. “**Medical Only Claim**” shall mean any reported workers’ compensation accident or claim involving an injured worker who is or may be entitled to medical benefits but is not likely to lose time from work or submit a claim for indemnity benefits.
- 1.9. “**Nurse Case Managers**” shall mean Workpartners Registered Nurses who telephonically manage workers’ compensation claims.

1.10. “**Qualified Claim or Loss**” shall mean any claim, loss, monetary demand, occurrence, or suit occurring within the Term of this Agreement, and every Takeover Claim provided the type of claim or loss is one which Workpartners is to administer.

1.11. “**Takeover Claim**” shall mean any open claim transferred either by Client or Client’s prior third-party administrator, to Workpartners for handling under this Agreement. Claims with accident dates prior to inception of the Term, as defined in Article 2, but which are first reported to Workpartners after the inception of the Term shall not be considered Takeover Claims. Closed Lost Time Claims with accident dates prior to the inception of the Term, which are subsequently reopened during the Term and require activity by a claims adjuster will be considered Takeover Claims for billing purposes. Closed Medical Only Claims with accident dates prior to the inception of the Term, which subsequently incur medical payments during the Term, will be considered a Takeover Medical Only Claim for billing purposes.

2. Term

2.1. This Agreement is effective beginning January 1, 2023, for a term of [three] years until December 31, 2025 (the “Initial Term”) and shall remain in full force and effect unless otherwise amended or terminated. Following the Initial Term and unless either Party provides sixty (60) days advance written notice to the other Party of its intent not to renew, this Agreement shall automatically renew for successive one (1) year periods until terminated as set forth herein (each a “Renewal Term”). The Initial Term and any Renewal Term(s) shall collectively be referred to as the “Term.”

3. Workers’ Compensation Claims Services

3.1. Workpartners shall provide customary and appropriate workers’ compensation claims handling services for all Qualified Claims or Losses, including Takeover Claims. Such claims handling services include but are not limited to the investigation of each Qualified Claim or Loss to the extent deemed necessary by Workpartners, or according to handling procedures provided by Client; adjusting, settling or litigating of all Qualified Claims subject to the Discretionary Authority Limit or with Client’s approval if outside the Discretionary Authority Limit; investigation and pursuit of subrogation on behalf of Client; setting appropriate claim reserves; and necessary and customary administrative tasks. In particular, the following services apply to each specific claim type:

3.1.1. Incident Only Claims – For Incident Only Claims, services will be limited to recording the occurrence ONLY, and will not include recording of payment or performing any additional investigation services.

- 3.1.2. Medical Only Claims – For Medical Only Claims, services will be limited to recording the claim and associated data, contact with Client to verify Medical Only status, and payment of medical bills and expenses as provided by this Agreement.
- 3.1.3. Lost Time Claims – For Lost Time Claims, Workpartners will provide the services required to make a determination regarding compensability, pay the appropriate level of indemnity benefits, and attempt to achieve a return to full duty for the affected worker.
- 3.1.4. Late Reported Claims – Workpartners shall have no obligation or liability with respect to any Late Reported Claims as defined in Article 1, herein.
- 3.2. In the event that Client provides hard copy files to Workpartners at inception of services for input into Workpartners Risk Management Claim System, Workpartners shall return such files to Client within one year or destroy such files at Client's direction.
- 3.3. Workpartners shall administer the Qualified Claims at the annual administration rate in this Agreement from the date of first report of injury or first notice of claim for the Term of this Agreement. Fees for the administration of claims beyond such period shall be negotiated by the Parties. Takeover claims will be billed at a one-time charge and will be managed for as long as Workpartners remains the third-party administrator for the Client.
- 3.4. Workpartners shall complete all forms required to be used in adjustment of workers' compensation claims by the applicable state statutes and/or regulations.
- 3.5. Workpartners shall prepare and issue medical or indemnity payments to Client's injured employees, subject to the Discretionary Authority Limit.
- 3.6. The compensability or denial of any claim, which involves amounts greater than the Discretionary Authority Limit, shall be reviewed with Client prior to notification of the employee. Client shall make the final decision in such instances.
- 3.7. Workpartners shall be entitled to engage outside vendors when deemed necessary by Workpartners to handle or defend a claim, subject to approval by Client.

4. Medicare Reporting

- 4.1. Workpartners will satisfy the reporting requirements of the Medicare Secondary Payer Liability Insurance, No Fault Insurance and Workers' Compensation reporting requirements mandated by Section 111 of the Medicare and SCHIP Extension Act of 2007.

- 4.2. Workpartners shall act as an agent of the Client and have sole responsibility for reporting all workers' compensation claims which meet the reporting requirements of Section 111.
- 4.3. Workpartners shall possess and manage all computer hardware and software necessary to extract all required reporting information from the Risk Management Information Systems and transmit said information to Medicare.
- 4.4. Workpartners shall be in full compliance with Section 9.1 and 9.2 of the user guide for Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007.
- 4.5. Workpartners shall designate a Medicare Project Manager to oversee the reporting requirements of Section 111. Project Manager shall provide Broker and Client with copies of all files transferred to Medicare.
- 4.6. Workpartners will be solely responsible for having all needed computer hardware and software and Section 111 Medicare reporting procedures established at the initiation of this contract and will be solely responsible for any and all costs and fines resulting from a compliance deficiency or reporting failure.

5. Excess Reporting Services

- 5.1. Workpartners will report to Client's excess insurance carrier(s) all Qualified or Takeover Claims administered by Workpartners which meet Client's excess insurance reporting requirements ("Reportable Claims"), subject to the following requirements:
 - 5.1.1. Client shall promptly deliver to Workpartners copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed upon between the Client and Carrier(s) as they arise.
 - 5.1.2. Client shall direct Carrier(s) to provide Workpartners with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
 - 5.1.3. Client shall provide data for conversion to Workpartners computer system for purposes of determining historical loss information.
 - 5.1.4. Client shall instruct its attorneys and/or broker to advise Workpartners when in the broker's or attorney's professional opinion one of Client's claims meets those thresholds.
- 5.2. Client's failure or the failure of Client's attorneys and/or broker to supply the information stated in Article 5.1 shall relieve Workpartners of liability for the timely reporting of excess claims to Client's Carrier(s). Workpartners shall not be

liable for reporting any Qualified Claims not administered by Workpartners, nor for claims not timely filed by Client's prior TPA.

- 5.3. If requested by Client, Workpartners shall provide Client with a cumulative listing of all claims, which have been reported by Workpartners to carrier(s). Within 90 days of its receipt of said listing, Client shall notify Workpartners of any claims, which the Client knew or should have known, met the reporting thresholds and which are not included on the listing. Client's failure to so notify Workpartners shall relieve Work Partners of its obligation to report such claims to Carrier(s).

6. Managed Care Services

- 6.1. Workpartners shall provide the following managed care services:
 - 6.1.1. Workpartners shall provide Nurse Case Managers and Medical Case Managers for the management of certain workers' compensation claims. Nurse Case Managers and Medical Case Managers, in conjunction with Workpartners Claims professionals, will provide the following services, including but not limited to: monitor the treatment programs recommended for each claimant by the relevant health care providers; coordinate necessary services; recommend utilization review; review pertinent medical reports; perform investigative activities as may be appropriate.
 - 6.1.2. Workpartners will utilize a vendor to review medical bills and bills for other services performed in connection with each Qualified Claim, for appropriate coding, unbundling, and for conformity to any applicable fee schedule.
 - 6.1.3. Client shall have access to Workpartners' medical network and the preferred provider network utilized by the repricing vendor for health care services, which may include hospitals, physicians, and ancillary care providers from which Client, and its employees may obtain medical services.
 - 6.1.4. Workpartners shall provide Client access to a Pharmacy Network providing quality prescription drugs at discounted prices.

7. Workpartners Risk Management Information Services

- 7.1. Workpartners shall provide the following Risk Management Information Services:
 - 7.1.1. Access to Workpartners' Risk Management Information System ("Online Claims Viewer"). Online Claims Viewer (OCV) contains Workpartners' claim management information.

- 7.1.2. Access will be granted to the designated authorized users (the “Authorized Users”) to be determined by Client. Workpartners will issue a unique user account to each user. Client will provide a list of the authorized users to Workpartners.
 - 7.1.3. Standard reports agreed upon between Workpartners and Client.
 - 7.1.4. Customized reporting reasonably acceptable to Workpartners, subject to the terms, conditions and fees as may be stated elsewhere in this Agreement. Workpartners will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance.
- 7.2. Workpartners shall perform a conversion of Client’s existing claims data for the fees stated herein.
- 7.3. In exchange for access to Risk Management System, Client agrees to the following:
 - 7.3.1. Client shall only access the Online Claims Viewer for the purposes set forth herein. Client shall not be granted access to any other UPMC computer systems, and Client shall not attempt to access any other UPMC computer systems.
 - 7.3.2. Client shall adhere to all applicable state, federal and local laws with regards to protecting the privacy of any claimant whose information may appear in the Risk Management System.
 - 7.3.3. Client agrees to use all available security features for the Online Claims Viewer.
 - 7.3.4. Client shall be responsible for the appropriate use and safeguarding of Authorized Users’ user accounts and passwords for the Online Claims Viewer.
 - 7.3.5. Client agrees that no information recorded in the Online Claims Viewer will be used as the pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.
 - 7.3.6. Client shall inform all Authorized Users of their responsibilities under this Agreement and shall ensure that an Authorized User signs and ensures compliance with the “UPMC Confidentiality Agreement for Third Party Employees Accessing UPMC Information Systems,” a copy of which is attached hereto as Exhibit A.
 - 7.3.7. Client shall immediately notify Workpartners (and provide assistance and information as necessary) in the following events:

- a. An Authorized User no longer has a need to access to the Online Claims Viewer.
- b. An Authorized User believes that the Authorized User's user account has been compromised.
- c. Workpartners determines that a possible or actual security breach has occurred.
- d. An Authorized User's access to the Online Claims Viewer has been determined by Client to be inappropriate.
- e. An Authorized User inadvertently accesses any non-workers' compensation related protected health information ("PHI"), as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), while accessing the Online Claims Viewer.
- f. The Client suspects that a non-authorized individual has inappropriately accessed the Online Claims Viewer or other UPMC computer systems.

7.3.8. Client shall discipline any employee who fails to comply with the terms of this Agreement or the attached Exhibit A.

7.4. Workpartners' rights regarding Client's use of the Online Claims Viewer:

7.4.1. Workpartners shall have the right to regularly review the Authorized Users' access to the Online Claims Viewer. This right shall include the ability to perform reasonable audits to ensure that Client and the Authorized Users have complied with this Agreement.

7.4.2. Workpartners shall have the right to immediately suspend or terminate an Authorized User's access to the Online Claims Viewer for any reason, including the Authorized User's inappropriate access to or use of the Online Claims Viewer (or any other UPMC computer system).

7.5. General Provisions regarding Workpartners Risk Management Information Systems:

7.5.1. Workpartners will terminate Client's access to the Online Claims Viewer promptly upon termination or expiration of the Agreement. Not more than thirty (30) days after the date of cancellation of this Agreement, Client shall return to Workpartners any equipment provided under this Agreement.

7.5.2. Client agrees to limit access to the Online Claims Viewer to those persons who perform the essential functions of claims and risk management, including protecting security access passwords to software and communications except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.

7.5.3. Client, on behalf of itself, its Authorized Users, employees and agents, agrees to indemnify, defend and hold Workpartners harmless from loss, damage or liability, including attorneys' fees, the total amount which will not exceed the annual fees paid to Workpartners, that Workpartners may suffer by reason of the Client, its Authorized Users, employees or agents, or other persons under Client's control breaching this Agreement or the confidentiality of any Online Claims Viewer information, or improperly using any Online Claims Viewer information. The indemnification provisions of this Agreement shall begin on the effective date of this Agreement and shall cover any and all claims made against Workpartners as provided herein. These indemnification provisions survive termination of this Agreement.

8. Legal Services

8.1. In the event a claim managed by Workpartners pursuant to this Agreement: (i) enters into litigation; or (ii) is scheduled for a workers' compensation hearing; or (iii) involves a potential third-party (subrogation) claim, Workpartners will:

8.1.1. Make recommendations to Client regarding litigation of claims handled under this Agreement.

8.1.2. Assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters and assist Client in the selection of expert witnesses and vendors.

8.1.3. At direction of Client and/or its authorized counsel, pursue all appropriate, subrogation/contribution claims on behalf of Client.

8.1.4. In the event a claim managed by Workpartners pursuant to this Agreement enters into litigation or is a potential third-party subrogation/contribution claim, assist outside legal counsel selected or approved by Client to handle such legal matters. If Client so desires, Workpartners will manage such claims litigation in accordance with Workpartners' guidelines. Workpartners will make settlement recommendations to Client, but the final decision regarding the disposition of any claim, suit, or proceeding will be made solely by Client.

9. Funding of Claims and Expenses

9.1. Claims and Expense Payment Account. Workpartners has an established a non-interest-bearing checking account with BNY Mellon to process "Claims and Expense Payments", which is to be funded by Client but which Workpartners will administer for the purpose of paying Qualified Claims and Allocated Loss Adjustment Expenses in accordance with the procedures set forth in the paragraphs below. Workpartners will provide client with a monthly Payment Register

outlining all claims payments, Allocated Loss Adjustment Expenses, and correction items funded by Workpartners. The Payment Register will contain the name of the payee, division, date of payment, amount of payment and claim number for all funding transactions, which occurred during the prior month.

- 9.2. ACH Credit. Workpartners shall send notification to Client on monthly basis, which shall indicate the total amount of claim payments and Allocated Loss Adjustment Expenses made by Workpartners on behalf of Client. Upon receipt of said notification, Client shall direct that a transfer in a corresponding amount be made from Client's account at Client's bank through the Automated Clearing House System to the designated account ("ACH Credit"). The account will be funded by Client in the amount of \$20,000 which shall be equal to one month of estimated claims payments and Allocated Loss Adjustment Expenses, and which may be revised at Workpartners' discretion base upon actual claims and expense payment history. If the account is depleted by an amount equal to 75% of the original balance, Workpartners shall notify Client in writing of such a deficiency, and upon receipt of said notice, Client shall direct that a transfer be made in an amount sufficient to replenish the balance within five (5) business days.
- 9.3. In no instance will any payment of claims or expenses be made by Workpartners on behalf of Client, including but not limited to Allocated Loss Adjustment Expenses, unless sufficient funds are available by Client to Workpartners to do so.

10. Payment of TPA Services Fees.

- 10.1. In consideration for Workpartners' performance of the TPA Services, Client shall pay Workpartners the TPA Service Fees for the claims management and administration as set forth in Schedule 1.
- 10.2. Workpartners will bill Client on a net 30 basis. For any invoice not paid within thirty (30) days of the due date, Workpartners reserves the right to charge Client monthly interest of 2% above prime on all overdue payments.

11. Indemnification and Hold Harmless; Limitation of Liability.

- 11.1. Client will indemnify, defend and hold harmless Workpartners, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, resulting from any injury to any person or any loss or damage to any property caused by or resulting from gross negligence or willful misconduct of Client, its officers, directors, shareholders, employees or agents, to the extent permitted by law.
- 11.2. Workpartners will indemnify, defend and hold harmless Client, its officers, directors, employees, and agents, from all claims, losses, damages, costs, liability or expenses, including attorneys' fees, resulting from gross negligence or willful misconduct of Workpartners, its officers, directors, employees or agents, to the

extent permitted by law, however the Parties agree that Workpartners, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from Workpartners' performance under this Agreement in those cases where (i) Workpartners acted with the consent of, at the request of, or as a result of any action or inaction of Client, or (ii) in the absence of independent negligence or willful misconduct by Workpartners.

11.3. Client agrees that it will not hold Workpartners liable for, or reduce the compensation of Workpartners with respect to, any failure of Workpartners to deliver TPA Services resulting from any failure of cooperation on the part of Client or the prior administrator, or from any Takeover Claim files which have not been properly maintained or are not delivered to Workpartners in good order. Workpartners shall not be liable for any fines or penalties assessed by a governmental agency because of the acts or omissions of Client, or by its previous or successor claims administrators. Workpartners will not be liable for any fines or penalties assessed as a result of delayed submissions of first reports or injury due to inaccurate or improperly reported information provided by Client.

11.4 Client agrees that Workpartners, its affiliates, directors, officers, agents and employees will not be liable to Client for any claims, liabilities, or expenses relating to this Agreement for an aggregate amount in excess of the TPA Services Fees paid by Client to Workpartners pursuant to this Agreement, except to the extent finally judicially determined to have resulted from the gross negligence, bad faith, or intentional misconduct of Workpartners. In no event will Workpartners, its affiliates, directors, officers, agents and employees be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Agreement nor will they be liable for any claim or demand against Client by any third party, except as otherwise set forth herein.

12. Nature of Relationship

12.1. Workpartners agrees to perform the TPA Services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over Workpartners, its employees or agents, or over the detail, manner, or methods of the performance of the TPA Services described herein.

13. Termination

13.1. After the Initial Term, this Agreement will be terminable upon ninety (90) days advance written notice by either Party with or without cause.

13.2. This Agreement will terminate immediately upon the happening of any of the following events:

13.2.1. Mutual agreement of the Parties;

- 13.2.2. Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite security deposit or funding levels and Workpartners has given Client prior written notice of such default five (5) days prior to the date set for termination;
 - 13.2.3. Either Party defaults (other than a monetary default) under any of the terms, covenants and conditions hereunder and the non-defaulting Party has given the defaulting Party prior written notice of such default twenty (20) days prior to the date set for termination;
 - 13.2.4. Either Party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold out by Sheriff's sale;
 - 13.2.5. Workpartners fails to obtain any required state or federal licensing for providing TPA Services hereunder; or
 - 13.2.6. Any state regulatory body of competent jurisdiction fails to approve or subsequently disapproves or revokes the self-insurer status of Client.
- 13.3. In the event that this Agreement is terminated by Workpartners due to any Client default, or terminated by either Party pursuant to the terms herein, Workpartners shall be entitled to return the claim files to Client in paper or electronic form, at Workpartners' election and Workpartners shall have no further obligations hereunder with respect to such claims; however, Client may choose an alternate or additional format for delivery of the files for an additional negotiated fee. Client shall be responsible for payment of all fees incurred by Workpartners up to and including the date of termination. Nothing in this section is intended to limit any other remedy, which may be available to Workpartners.
- 13.4. Upon termination of this Agreement for any reason other than Client default, Workpartners shall handle the remaining open claims pursuant to this Agreement or otherwise at Client's direction. If no open claims remain, Workpartners will provide a final accounting of any amounts due either Party and the account settled. If no other provision is made specifically herein for claims handling subsequent to the termination date, claims service fees will be allocated on a pro-rata basis on the actual period of time TPA Services are provided prior to termination. Upon final closing of the account, Workpartners shall return the claim files to Client in paper or electronic form, at Workpartners' election within 60 days. However, Client may choose an alternate or additional format for delivery of the files for an additional negotiated fee.
- 13.5. Client and Workpartners acknowledge that certain approved medical and indemnity payments may still be in process upon the date of termination. Therefore, Client agrees that for a period of thirty (30) days after termination, Client will remain

responsible for payment of any legitimate indemnity or expense payment which may be processed by Workpartners for a Qualified Claim or Loss.

14. Survival

- 14.1. The following provisions shall survive termination of this Agreement: Articles 9 (Funding of Claims and Expenses), 11 (Indemnification and Hold Harmless; Limitation of Liability), 15 (Confidentiality), 17 (Non-hire of Other's Employees), and 20 (Mediation).

15. Confidentiality

- 15.1. Both Parties acknowledge and agree that, during the course of the performance of the TPA Services pursuant to this Agreement, such Party ("Receiving Party") may have access to, or acquire, confidential and proprietary information of the other Party ("Disclosing Party"). As used herein, "Confidential and Proprietary Information" shall mean any and all information emanating from either Party's business in any form, any and all information which is disclosed to the other Party in connection with the TPA Services and concerns the Disclosing Party and/or its affiliates, and their respective businesses, members, employees, customers, consultants, financial and business information, plans, systems, or know-how, compilations of otherwise public information, and any other information which the Disclosing Party designates as proprietary and confidential (or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure), whether or not developed by the Disclosing Party. The Parties acknowledge and agree that Confidential Information is confidential and proprietary in nature. Each Party will use its best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such Confidential Information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or is otherwise authorized in writing by the Party claiming ownership of such information. In addition, the Parties agree that information provided by Workpartners or otherwise in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither Party will release any such information unless:

15.1.1. Compelled by an order of a court of competent jurisdiction;

15.1.2. Mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person;

15.1.3. Mandated by applicable court discovery rules in the opinion of the claim professional responsible for the adjustment of the claim or defense counsel, if any.

- 15.2. Any information sought to be produced will be prescreened by Workpartners in consultation with Client, provided such discovery requests comply with applicable rules of court governing discovery in litigation.
- 15.3. If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either Party to comply in good faith with such discovery requests.
- 15.4. Each Party agrees that the information contained within Workpartners Risk Management Information Systems must be treated as Confidential Information by all users who may gain authorized access to the system. In the event of a third party suit alleging defamation, false light, or other invasion of privacy tort, violation of civil rights, violation of state or federal medical treatment confidentiality statuses, or violation of fair employment practice laws, and arising from either Party's use of Workpartners Risk Management Information Systems under this Agreement, the liable Party agrees to indemnify and hold harmless the other Party for all sums due under the terms of a judgment or reasonable settlement, including interest and attorneys' fees, upon final judgment or mutual agreement that one of the Parties hereto is liable as charged in such allegations.

16. Notices

- 16.1. All notices required to be given by one Party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by express mail and will be addressed as set forth below or to such other address as may be designated in writing by either Party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client:

For Workpartners: David M. Weir, President
UPMC Benefit Management Services, Inc
U.S. Steel Tower
600 Grant Street, 8th Floor
Pittsburgh, PA 15219

17. Non-Hire of Other's Employees

- 17.1. Each Party to this Agreement agrees not to solicit or hire for employment, either as an employee or an independent contractor, employees or former employees of the

other Party or of an affiliate of the other Party during the Term of this Agreement or for a period of one year following its termination. The Parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if either Party breaches the terms of this section, the breaching Party shall pay the other Party an amount equal to one year's salary of each employee hired.

18. Assignment

- 18.1. This Agreement will be binding upon the Parties, their successors and assigns; provided however, that either Party may assign this Agreement to a current affiliate with written notice to the other Party.

19. Cooperation

- 19.1. Client and its agents will promptly report to Workpartners all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and will promptly provide all necessary documents and materials to Workpartners, including but not limited to excess policies, which are necessary to provide TPA Services hereunder.
- 19.2. Each Party and its agents will cooperate fully with the other Party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular claim.
- 19.3. Upon prior notice from Client, all claim files will be open to Client's inspection at reasonable times, at the office of Workpartners. Workpartners will provide copies of individual claim files to Client or Client's designated representative within five (5) business days of a request by Client.

20. Mediation

- 20.1. The Parties agree to submit any dispute arising under this Agreement to independent professional non-binding mediation within ten (10) working days after they have determined that they are unable to reach a resolution thereof. The Party raising the dispute shall contact a mediation service and provide the other Party with a listing of potential mediators. The other Party may object to said mediator only upon the basis that such mediator has a conflict of interest with one of the Parties, in which event such objecting Party shall be responsible for arranging to engage a mediation service not having such a conflict. The Parties shall select a mediator from the list at random, and shall commence mediation within not more than ten (10) working days of receipt of the list of mediators. The costs of such mediation shall be borne equally by both Parties. This Article shall be specifically enforceable, and time shall be considered to be of the essence for this Agreement.

21. Warranties and Representations

- 21.1. By affixing its authorized signature below, Client warrants that it has been duly authorized by its duly-elected Board of Directors, and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- 21.2. By affixing its authorized signature below, Workpartners warrants that it has been duly authorized by its duly-elected Board of Directors, and/or otherwise possesses all requisite authority to enter into this Agreement, and that it may lawfully enter into this Agreement.

22. Modification

- 22.1. Workpartners may seek to modify fees if (i) Workpartners' fees and charges were based on historically inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims as originally contemplated at the inception of the Agreement, or (ii) during the Term of this Agreement, legislative and /or regulatory changes materially impact or change the scope of Workpartners' TPA Services or responsibilities.
- 22.2. Upon the occurrence of either of the events in Article 22.1 above, Workpartners may request an increase in current fees, which increase must be agreed to in writing by Workpartners and Client in order to become effective. If the Parties are unable to reach an agreement with regard to the fee increase, then either Party may terminate this Agreement with sixty (60) days written notice to the other Party. Workpartners will continue to provide TPA Services for the sixty-day notice period, after which Workpartners may return files to Client and submit a final billing to Client.

23. General Provisions

- 23.1. Governing Law. This Agreement and all disputes relating in any way to this Agreement will be governed by and construed in accordance with the laws of the [Commonwealth of Pennsylvania], without regard to principles of conflicts of law.
- 23.2. Entire Agreement. This Agreement and any Schedules and Exhibits attached hereto constitute the entire agreement between the Parties regarding the subject matter hereof, and supersede all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement and its Schedules and Exhibits may not be amended or modified except in writing executed by all the Parties hereto. The Parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein, and in the Exhibits and Schedules.

- 23.3. No Waiver. No delay or omission on the part of any Party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.
- 23.4. Severability. The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provisions will not, unless material and going to the essence of the Agreement as a whole, affect or impair the remaining provisions which will continue in full force and effect.
- 23.5. Exhibits. Any Exhibits attached hereto are made a part of this Agreement. In each instance in which the provisions of the Exhibits are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall govern, and the inconsistent provisions of the Exhibits shall be deemed amended accordingly.
- 23.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute but one and the same Agreement.
- 23.7. Captions. The captions and headings to the various Articles of this Agreement have been inserted for convenience of reference only and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- 23.8. Ambiguities. The Parties agree that the terms and language of this Agreement are the result of detailed negotiations by, between and among the Parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either Party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
- 23.9. Calculation of Time. All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday or Holiday, the period for compliance shall be deemed to include the following business day.

[Signature page to follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

ATTEST:

UPMC BENEFIT MANAGEMENT SERVICES,
INC., d/b/a WORKPARTNERS

BY: _____

David M Weir, President

DATE: _____

ATTEST:

CLIENT NAME

BY: _____

DATE: