

**STATE OF ARKANSAS
ARKANSAS INSURANCE DEPARTMENT
PUBLIC EMPLOYEE CLAIMS DIVISION**

P-13-1

REQUEST FOR PROPOSAL

Telephonic Reporting and Nurse Triage for Workers' Compensation Claims Contract

December 20, 2012

SECTION 10

ADMINISTRATIVE OVERVIEW

10.1 Background

The State of Arkansas receives around 3,600 workers' compensation claims a year from the approximately 56,000 employees of its agencies, colleges and universities. The Public Employee Claims Division (PECD) of the Arkansas Insurance Department manages these claims. PECD would like to improve the speed with which it receives workers' compensation claims and obtain improved direction for appropriate initial medical care for state government employees' workers' compensation injuries.

10.2 Purpose

The purpose of the Request for Proposal is to solicit proposals to provide services for workers' compensation injuries for Arkansas State government employees. The services being requested include the following: (1) initial triage by telephone performed by medical personnel to determine the extent of the injury and the appropriate level of medical care needed; (2) initial direction of the injured employee's medical care within the State of Arkansas' preferred provider organization (PPO) network; and (3) telephonic reporting and preparation of initial workers' compensation claim forms.

10.3 Issuing Office

Mailing Address (All correspondence and deliveries to):

Public Employees Claims Division
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201

Physical Address (Location of bid opening):

Public Employee Claims Division
Arkansas Insurance Department
225 S. Pulaski
Little Rock, AR 72201

Issuing Officer - Nathan C. Culp (501) 371-2708
FAX (501) 683-3364

10.4 Contract Administrator

Nathan C. Culp, Director
Public Employee Claims Division
1200 West Third Street
Little Rock, AR 72201

10.5 Procurement Timetable

RFP Issued	December 20, 2012
Closing date for receipt of questions	January 11, 2013
Closing date and time for receipt of proposals and public opening of proposals	February 1, 2013
Completion of proposal review and contract selection	February 28, 2013
Intent to award notice	March 1, 2013
Award Issued	March 8, 2013

10.6 Submission of proposals

No later than February 1, 2013 at 2:00 p.m., three copies of the Request for Proposal should be mailed or delivered to:

Public Employee Claims Division
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201

The envelope should be labeled:

Proposal Number: P-13-1
Title: Nurse Triage and Telephonic
Reporting of workers' compensation
claims
Proposal Opening: 2:00 pm CST, February 1, 2013
Location: 225 S. Pulaski, Little Rock, AR 72201

Addenda or amendments, if any, should be signed, dated and included with the proposal submission. Failure to do so may be cause for rejection of the proposal.

Any confidential, proprietary, copyright or financial content submitted must be marked as such and submitted under separate cover.

Facsimile proposals are not acceptable.

A proposal submitted by express/overnight services must be in a separate inner envelope, sealed, and identified with the Request for Proposal number and the date and time of the proposal opening.

Properly identified proposals will be securely kept unopened until opening time. The PECD accepts no responsibility for premature opening of a proposal not properly identified or late arrival of a proposal for whatever reason.

10.8 Rejection of Proposals

The PECD reserves the right to disqualify any proposals received as a result of the Request for Proposal:

- Failing to furnish all information requested.
- Failing to comply with the requirements, terms and conditions established in the Request for Proposal.
- If the offeror takes exceptions to the Request for Proposal which are not acceptable to the PECD.

10.9 Contracting Condition

The successful offeror and any entity or person directly or indirectly controlled by, under common control with, or controlling the offeror will not have any financial interest in any other entity providing services to PECD.

10.10 Public Opening Dates

A public opening of all proposals will be held at 2:00 pm CST on February 1, 2013 at the offices of:

Public Employee Claims Division
Arkansas Insurance Department
225 S. Pulaski
Little Rock, AR 72201

10.11 Contract Awarding and Signing

Contract awarding and signing will be contingent upon the PECD receiving advice from the State Legislature and approval from the Arkansas Insurance Department, as necessary.

SECTION 20

SCOPE

20.1 This chapter describes the scope of work to be completed under this contract. This Request for Proposal is for provision of telephonic reporting and initial triage of workers' compensation claims for employees of Arkansas state government agencies and public colleges and universities via a toll free phone number. The contractor is to provide for collecting of claim information and preparation of initial claim forms and triage by medical professionals directing the initial care for the injured employees.

20.2 General Requirements

(1) The contractor must abide by all applicable rules and regulations of the Arkansas Workers' Compensation Commission and the laws of the State of Arkansas, including, but not limited to, Chapter 9 of Volume 11 of the Arkansas Code. This contract shall be governed by the applicable provisions of Arkansas state law, including, but not limited to, Act 769 of 2009, and codified in Ark. Code Ann. § 4-88-801, et seq.

(2) The contractor will provide a toll free number for injured employees of state agencies and public college and universities to report workers' compensation claims. This contract will not provide for reporting of anything other than claims for workers' compensation injuries. Twenty-four hour service, seven days a week, is preferred.

(3) The contractor will prepare the Arkansas Workers' Compensation Commission Form I-A1 in typed form and a supplemental form with detailed claim information, along with information regarding the direction of medical care. The contractor will submit these forms by fax or by electronic feed (at the discretion of the Public Employee Claims Division) to both the Public Employee Claims Division and the agency or public college or university which employees the injured employee. The Public Employee Claims Division reserves the right to require electronic data interchange (hereafter referred to as EDI) reporting of all data fields contained on the Arkansas Workers' Compensation Commission Form I-A1 and other data fields mutually agreed to by the parties should it obtain the technical capability to receive the claims by EDI.

(4) The contractor will provide utilization and transaction reporting regarding calls received by it, including any data elements on the workers' compensation forms and date and time of call, witnesses and names of all individuals acknowledged to be present with the claimant at the time of the call.

(5) The contractor will provide professional medical personnel (preferably nurses) to obtain information regarding the claimant's injury and make a determination of if medical care is needed, and if so, the type of medical care needed. If medical care is needed, the contractor's professional medical personnel shall direct the initial medical care to medical providers in the managed care network used by the Public Employee Claims Division of the Arkansas Insurance Department. If the state agency or public college or university the injured employee works for has designated a particular medical provider within the managed care network to provide initial care for workers' compensation injuries then the contractor's professional medical personnel shall direct the injured employee to that provider.

(6) The contractor will provide to the Public Employee Claims Division of the Arkansas Insurance Department and the state agency or public college or university documentation regarding the reporting of injury, direction of care, description of injury, time and date of injury, time and date of reporting and how the injury occurred.

E. Electronic Data Interchange

The contractor will provide to the Public Employee Claims Division of the Arkansas Insurance Department electronic data interchange (EDI) of information and billing in an ASCII flat text file format transferred over Secure FTP server or other format that is mutually agreed upon by the Public Employee Claims Division of the Arkansas Insurance Department and the contractor. The contractor will also provide paper copies or PDF files of the bills to the Public Employee Claims Division of the Arkansas Insurance Department.

20.4 Reporting Requirements

The contractor will submit a monthly bill to the Public Employee Claims Division of the Arkansas Insurance Department listing the claims reported sorted by employer code. This will include the claimant's name, agency code and social security number and date of birth in a format that is mutually agreeable to the parties. Charges for the services will be on a set fee per claim reported basis. Charges for report-only where no medical treatment was directed shall be identified. Charges for reported claims where first-aid only was recommended shall be identified.

20.5 Records Retention

The contractor will retain all pertinent records for five years after final payment is made under this contract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five year period, the contractor will retain these records until all issues arising out of the action are resolved or until the end of the five year period, whichever is later.

20.6 Access to Contractor's Records

In accordance with State statutes governing audits the contractor will allow access to pertinent records. This access will be granted, upon request, to the Arkansas Legislative Joint Auditing Committee, or any other entity authorized by PECD for auditing purposes. Access will be given to any electronic data, books, documents, papers or records of the contractor which are directly pertinent to any services performed under the contract.

SECTION 30 REQUIREMENTS

30.1 Personnel

Personnel providing triage services described above must be licensed, registered, or certified health care professionals. Certification must be by the applicable state agency and/or professional organization governing the professional designation of the person taking the claim report and directing medical care. A contact person is required.

30.2 Experience

The employees of the contractor who will be performing the telephonic triage and who will be directing the initial medical care of the injured state employee must have suitable occupational injury or disease expertise, or both, to render an informed clinical judgement of the medical appropriateness of medical treatment they recommend.

30.3 Documentation

The contractor will retain, for a minimum of five years, documentation concerning all audits conducted for the purposes of this contract.

30.4 Time and Place of Contracted Services

The time and place where the contractual services are to be performed are to be within the United States of America.

30.5 Terms and Conditions

Billing will be every 30 days by individual claim line item with a set amount per claim for basic services.

SECTION 40

TECHNICAL AND BUSINESS PROPOSAL

40.1 Introduction

The Technical and Business proposal will include the following tabbed sections:

- I. Transmittal Letter
- II. Executive Summary
- IV. Agency Background and Experience
- V. Independent Price Determination
- VI. Certification Statement
- VII. Proposal Price Certifying Statement
- VIII. Proposal Price
- VIII. Equal Employment Opportunity Statement
- IX. List of data fields which will be provided to PECD on each claim reported.
- X. Sample of the Offeror's Information Form that will be provided to PECD regarding each claim reported telephonically

40.2 Transmittal Letter

An individual who is authorized to legally bind the offeror will sign the Transmittal Letter. It will state that the offeror is a legal entity that will meet the specifications set forth in this Request for Proposal. The offeror will certify that the prices proposed were arrived at independently, without collusion, consultation, communication or agreement with any other offeror or competitor.

40.3 Executive Summary

The Executive Summary will condense and highlight the contents of the Request for Proposal.

40.4 Agency Background and Experience

This section will include details of the background of the agency, its size and resources and details of experience relevant to this Request for Proposal.

Each offeror must submit a minimum of three (3) letters of recommendation. Letters of recommendation must be submitted on the letterhead of the party submitting the

recommendation. Each offeror must submit the names, addresses, and telephone numbers of three (3) additional references. Recommendations and references must be parties who can attest to the offeror's qualifications relevant to providing the services outlined in the Request for Proposal.

Organizational or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified.

Each offeror must provide documentation regarding the minimum qualifications you have for personnel providing the direction of medical care.

40.5 Description of Operations:

Each offeror must provide information regarding its operations:

(1) the days of the week and hours of operation in which the toll free phone number will be available for reporting of claims and whether or not the service will be available on holidays. If there are specific holidays on which the service will not be available then list those holidays;

(2) whether the company has a backup location to provide service should something happen to prevent the primary location from being able to provide the telephonic reporting/triage service.

(3) the maximum amount of time from the time the claim is reported to the offeror to the time the Public Employee Claims Division will receive the claim information.

40.5 Independent Price Determination Certification Statement

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offeror or with any competitor.

The offeror must include a certified statement in the proposal certifying that the price was arrived at without any conflict of interest, as described above. Should

conflict of interest be detected any time during the contract, the contract shall be null and void and the contractor shall assume all costs of this project until such time that a new contractor is selected.

40.6 Proposal Price Certifying Statement and Proposal Price

The proposal price will include services and requirements as described in this Request for Proposal for a period of one year from the date of signing of a contract. The offeror will include a statement certifying that all services properly requested would be performed as required. The proposal price must be stated in individual claim/case increments. See Appendix A: Official Proposal Price Sheet. The proposal price sheet must be submitted in a separate sealed envelope in the proposal. The proposal price sheet shall contain the name of the offerer and the signature of an individual authorized to make the offer.

40.8 Equal Opportunity Employment Statement

The proposal will include a copy of the offeror's Equal Employment Opportunity Statement and the offeror must complete the Equal Opportunity Employment Statement online at the Department of Finance & Administration, Office of Procurement website.

40.9 List of Data Fields which will be provided to PECD.

The proposal should include a list of the data fields which will be provided to PECD with each claim reported. In lieu of providing a typewritten list, it is acceptable to highlight in color the fields that will be completed on the workers' compensation forms that are included in this Request for Proposal and place those in this portion of the Offeror's proposal. Offeror is not required to collect the injured employee's wage information.

40.91 Sample of the Offeror's Information Form

The proposal should include a sample of the form that that will be provided to PECD regarding each claim reported telephonically in addition to the claims forms.

This form should at a minimum include the name, address and telephone number of the claimant, the name of the agency or public college or university for whom the injured employee works and location where the claimant works, name of the person taking the information from the claimant, the date and time of the call, the names of anyone other than the claimant that participated in the phone conversation, what medical care was recommended to the claimant and if medical care was directed to a medical provider to whom the claimant was directed to for treatment.

SECTION 50

GENERAL TERMS AND CONDITIONS

50.1 Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the State regarding this Request for Proposal or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be in Pulaski County, Arkansas.

50.2 Terms of the Contract

The contract period begins on October 1, 2013, and terminates on June 30, 2014. By mutual agreement, the State and the contractor may elect to extend the contract for a maximum of six one-year renewal periods or any portion thereof, but not less than monthly increments, at the contract compensation for those renewal periods. In no case will the contract be extended to a period greater than seven years.

The State shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

The charges for the service will be a fixed amount per claim reported to the contractor.

50.3 Payment Schedule

Payment to the contractor will be made monthly. Electronic invoicing along with paper copies are preferred.

50.4 Termination of Contract

The contract resulting from this Request for Proposal shall be subject to the following termination provisions. The contract may be terminated by the state:

- *For default* (See Section 30.5 and 50.10)
- *For convenience*(See Section 50.11)

- *For unavailability of funds(See Section 50.12)*

50.5 Termination for Default

The State may terminate this contract in whole or in part whenever Public Employee Claims determines that the contractor or subcontractor has failed to satisfactorily perform its contracted duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the State, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default".

Upon determination by the State that the contractor has failed to satisfactorily perform its contractor duties and responsibilities, the State shall notify the contractor of the failure and establish a reasonable time period in which to cure such failure. If the contractor is unable to cure the failure within the specified time period, the State will notify the contractor that the contract in full or part has been terminated for default.

In the event of termination for default, in full or in part as provided by this clause, the State may procure, upon such terms and in such manner as the State may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the State for any excess cost for such similar supplies or services. In addition, the contractor shall be liable to the State for administrative costs incurred by the State in procuring such similar supplies or services.

In the event of termination for default, the contractor shall be paid for those services, which the contractor has delivered to the State. Payments for completed services delivered to and not yet approved by the State shall be an amount determined by the State.

If, after notice of termination for default, it is determined by the State or a court that the contractor was not in default or that the contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence of the contractor or any of their subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the State and the rights

and obligations of the parties shall be governed accordingly.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

50.6 Termination for Convenience

The State may terminate performance of work under the contract in whole or in part whenever the State shall reasonably determine that such termination is in the best interest of the State.

Upon receipt of notice of termination for convenience, the contractor shall be paid the following:

At the contract price(s) for completed services delivered to and accepted by the State.

At a price mutually agreed by the contractor and the State for partially completed services.

50.7 Termination for Unavailability of Funds

In the event that Federal and/or State funds for the contract become unavailable, the State shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience. Availability of funds will be determined at the sole discretion of the State.

50.8 Procedure on Termination

Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination.
- Place no further orders or subcontracts for materials or services.
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

- Assign to the State in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the contract under the orders or subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- With the approval or ratification of the Contract Administrator, the contractor shall settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or part, in accordance with the provision of the contract.
- Transfer title to the State (to the extent that the title as not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals or other documentation, in any form, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the contractor and in which the State has or may acquire an interest.
- The contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

50.9 Termination Claims

After receipt of a Notice of Termination, the contractor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The contractor and the State may agree upon the

amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the contractor and the State to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the State shall determine, on the basis of information available, the amount, if any, due to the contractor by reason of termination and shall pay to the contractor the amount so determined.

The contractor shall have the right of appeal, as stated under Disputes, from any such determination made by the Contract Administrator.

50.10 Contractor

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the State. It is expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the State of Arkansas.

No official or employee of the Arkansas Insurance Department and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee's knowledge:

1. The employee or any member of the employee's immediate family has a financial interest;
2. A business or organization has a financial interest in which business or organization the employee, or any member of the employee's immediate family has a

financial interest; or:

1. Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other capacity.

2. Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the State of Finance and Administration.

The offeror will provide a disclosure statement as required by Arkansas Governor Executive Order EO-98-04 prior to approval of the contract.

50.11 Force Majeure

The contractor will not be liable for any excess cost to the State of Arkansas if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

50.12 Disputes

The Contract Administrator who shall reduce his decision in writing and serve a copy to the contractor shall decide any dispute concerning performance of the contract. The decision of the Contract Administrator shall be final and conclusive unless within thirty (30) days from the date on

service the contractor files with the Contract Administrator a petition for administrative hearing addressed to the Insurance Commissioner.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Contract Administrators direction.

50.13 Confidentiality of Information

The contractor shall treat all information, and in particular, information relating to claimants and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securement of its rights hereunder.

50.14 Confidentiality of Claimant Information

All information as to personal facts and circumstances concerning claimants obtained by the contractor shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the State, provided that nothing herein shall prohibit the disclosure of information in summary, statistical, or other form which does not identify particular individuals. The use of disclosure of information concerning claimants will be limited to proposals directly connected with the administration of the contract.

50.15 Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, following the provisions of Ark. Code Ann., Sections 25-19-101 et seq.

50.16 Inspection of Work Performed

The State of Arkansas or their authorized representatives shall, at all reasonable times, have the right to enter into contractor's premises, or such other places where duties under the contact are being performed, to inspect,

monitor, or otherwise evaluate the quality, appropriateness and timeliness of work being performed. The contractor and all subcontractors must provide access to all reasonable facilities and assistance. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

50.17 Subcontracts

The contractor is fully responsible for all work performed under the contract.

The contractor may, with consent of the State, enter into written subcontract(s) for performance of certain of its functions under the contract. The Contract Administrator prior to the effective date of any subcontract must approve subcontracts in writing.

No subcontracts that the contractor entered into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.

The contractor shall give the Contract Administrator immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which in the opinion of the contractor may result in litigation related in any way to the contract or the State. The Public Employee Claims Division encourages the employment of small business and minority business enterprise pursuant to the provisions of Part 19 of the Federal Acquisition Regulations.

50.18 Indemnification

The contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from:

Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the contract.

Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including

without limitation disregard of State Workers' Compensation rulings or statutes of the contractor, its officers, employees, or subcontractors in the performance of the contract.

Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, or employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by State regulations or statutes.

Any failure of the contractor, its officers, employees, or subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

50.19 Assignment

The contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Contract Administrator.

50.20 Employment Practices

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap. Such action shall include, but not be limited to, the following:

- employment,
- promotion,
- demotion or transfer,
- recruitment or recruitment advertising,
- layoff or termination,
- rates of pay or other forms of compensation, and
- selection of training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. The contractor shall, in all solicitations of advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to a bona fide occupational qualification.

The contractor shall comply with the non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, CFR, Chapter 60. The contractor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, CFR, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The contractor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations.

The contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

The offeror must provide a copy of its Equal Employment Opportunity statement with the proposal.

50.21 Waiver

No covenant, condition, duty, obligation or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the

party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law of equity, notwithstanding any such forbearance or indulgence.

50.22 State Property

The contractor shall be responsible for the proper custody and care of any State owned property furnished for contractor's use in connection with the performance of this contract and the contractor will reimburse the State for its loss or damage, normal wear and tear excepted.

50.23 Contract Variations

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the State and the contractor shall be relieved of all obligations arising under such provision; if the remainder on the contract is capable of performance, it shall not be affected by such declaration of finding and shall be fully performed.

50.24 Attorney's Fees

In the event that either deems it necessary to take legal action to enforce any provision of the contract, in the event the State prevails, the contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

50.35 Environmental Protection

The contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the Clean Air Act (42 USC 1875(h)), Section 508 of the Clear Water Act (33 USC 368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The contractor shall

report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

50.36 Antitrust Assignment

As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

50.37 Disclosure

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

SECTION 60

PROCUREMENT

60.1 Rules of Procurement

To facilitate the Request for Proposal procurement, various rules have been established; they are described in the following paragraphs.

60.2 Contact

The Issuing Officer is the sole point of contact from the date of release of this Request for Proposal until the selection of the successful offeror(s). Offerors wishing to submit questions and requests for clarification should mail all such correspondence to the Issuing Officer.

60.3 Written Questions Concerning the Request for Proposal

Written questions must be submitted to the Issuing Officer and marked "QUESTIONS P-13-1 ". The closing date for receipt of questions will be January 11, 2013. The questions will be answered in written form and mailed or e-mailed to all organizations who submitted questions. Other interested parties must request in writing a copy of the questions and answers.

60.4 Request for Proposal Amendments

The PECD reserves the right to amend the Request for Proposal prior to the date for proposal submission. Amendments will be sent to all organizations requesting copies of the Request for Proposal. Amendments must be signed, dated and included with the offeror's proposal submission.

60.5 Cost of Preparing proposal

Costs for preparing the proposals are solely the responsibility of the offerors. The State of Arkansas will provide no reimbursement for such costs. Any costs associated with any oral presentations to the State will be the responsibility of the offeror and may not be billed to the State.

60.6 Disposition of proposals

All proposals become the property of the State of Arkansas and will be a matter of public record. If the proposal includes material, which is considered by the offeror to be proprietary or confidential under Arkansas law, the offeror shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record subject to the provisions of Arkansas law. The Arkansas Insurance Department shall have the right to use all ideas or adaptations of those ideas, contained in any proposal received in response to this Request for Proposal. Selection or rejection of the proposal will not affect this right.

60.7 Proposal Amendments and Rules of Withdrawal

Before the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the department, signed by the offeror.

Unless requested by the Public Employee Claims Division, the division will not accept any amendments, revisions, or alterations to the Request for Proposal after the proposal due date.

60.8 Acceptance of Proposals

The Public Employee Claims Division will accept all proposals properly submitted. However, the division reserves the right to request necessary amendments, reject any or all proposals received, or cancel this Request for Proposal according to the best interest of the State.

The division also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State.

Where the division may waive minor irregularities, such waiver shall in no way modify the Request for Proposal requirements or excuse the offeror from full compliance with the Request for Proposal specifications and other contract requirements of the offeror is awarded the contract.

60.9 Evaluation of Proposals

Submission of a proposal implies vendor acceptance of the evaluation technique and recognition that subjective judgments must be made by the Evaluation Team during the assignment of rating points.

Proposals will be evaluated by the Public Employee Claims Division to determine if the mandatory requirements as described in this Request for Proposal have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. The division may reject any proposal that is incomplete. However, the division may waive minor irregularities.

Proposals will be evaluated in one phase as outlined in 60.10. The contract will be awarded to the offeror whose proposal receives the highest cumulative point total.

60.10 Evaluation Method and Criteria

A maximum of 100 points per vendor will be available.

Proposal Price - The proposal price will include services and requirements as described in this Request for Proposal. The proposal price must be stated as outlined in Appendix A: Official Proposal Price Sheet. The Proposal Price Sheet shall contain the name of the offer.

<u>Service</u>	<u>Possible Points</u>
Cost for claim reporting and initial triage (including Form I-A1 and Form AR-N and other claim forms)	20
Extent of data that will be provided to the Public Employee Claims Division (the greater the number of fields completed on the workers' compensation forms the higher the score)	20
Hours of operation (24 hour service is preferred and offerors guaranteeing 24 hour service will receive the full possible points in this category)	15

Qualifications of personnel providing triage and Direction of care (The more extensive the minimum qualifications of the personnel providing the triage and direction of care the higher the score in this category). 10

The Division has two additional forms in addition to the Workers' Compensation Commission Form I-A1 and Form AR-N. These are the PECD Form 1 and PECD Form 2. Provision for completion of the injury-related fields in these additional forms which is not absolutely required. (Offerors providing completion of the basic claimant information of name, address, date of birth and phone number and larger number of injury-relevant data fields on these forms will receive a higher score in this category.) 10

Backup Location for acceptance of calls if the contractor's main call center is unable to provide the services in the contract. This is not an absolute requirement. 5

Guaranteed maximum time from the receipt of the telephonic reporting of the claim for the claim forms to be provided to PECD (The offeror guaranteeing the shortest time from when the claim is reported to the contractor to the time PECD is to receive the claim will receive the maximum score in this category). 15

Extent of additional information that will be provided on offeror's own forms. The more relevant information provided which will assist PECD in handling the workers' compensation claim the higher the score in this category. 5

Total Possible: 100

APPENDIX A

P-13-1 OFFICIAL PROPOSAL PRICE SHEET

Offeror Name: _____

The pricing sheet must be included in a separate sealed envelope from the rest of the proposal. Failure to place the pricing in a separate sealed envelope from the rest of the proposal will result in the proposal being rejected. Proposal Pricing Sheet must be submitted no later than by the time and date as outlined in *Section 10.5*. Addenda or amendments, if any, should be signed, dated and included with the respondent's proposal submission, but sealed in separate cover.

Respondent must include a breakdown of the following cost areas:

Costs for Claim Reporting/Initial Triage (Cost per claim reported) \$

APPENDIX B:

**Initial Claim Forms Used by the Public Employee Claims
Division**

WORKERS COMPENSATION – FIRST REPORT OF INJURY OR ILLNESS

EMPLOYER (NAME & ADDRESS INCL ZIP)		CARRIER/ADMINISTRATOR CLAIM NUMBER		OSHA LOG CASE #		REPORT PURPOSE CODE			
		JURISDICTION		JURISDICTION CLAIM NUMBER					
		INSURED REPORT NUMBER							
		EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT)				LOCATION #			
INDUSTRY CODE		EMPLOYER FEIN						PHONE #	
CARRIER/CLAIMS ADMINISTRATOR									
CARRIER (NAME, ADDRESS, & PHONE #)			POLICY PERIOD		CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE NO)				
			TO						
			CHECK IF APPROPRIATE						
			<input type="checkbox"/> SELF INSURANCE						
CARRIER FEIN		POLICY/SELF-INSURED NUMBER			ADMINISTRATOR FEIN				
EMPLOYEE/WAGE									
NAME (LAST, FIRST, MIDDLE)			DATE OF BIRTH		SOCIAL SECURITY NUMBER		DATE HIRED	STATE OF HIRE	
ADDRESS (INCL ZIP)			SEX		MARITAL STATUS		OCCUPATION/JOB TITLE		
			<input type="checkbox"/> M MALE <input type="checkbox"/> F FEMALE <input type="checkbox"/> U UNKNOWN		<input type="checkbox"/> U UNMARRIED SINGLE/DIVORCED <input type="checkbox"/> M MARRIED <input type="checkbox"/> S SEPARATED <input type="checkbox"/> K UNKNOWN		EMPLOYMENT STATUS		
PHONE			# OF DEPENDENTS				NCCI CLASS CODE		
RATE PER:		<input type="checkbox"/> DAY WEEK	<input type="checkbox"/> MONTH OTHER:	DAYS WORKED/WEEK		FULL PAY FOR DAY OF INJURY? DID SALARY CONTINUE?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		<input type="checkbox"/> YES	<input type="checkbox"/> NO					<input type="checkbox"/> YES	<input type="checkbox"/> NO
OCCURRENCE/TREATMENT									
TIME EMPLOYEE BEGAN WORK	<input type="checkbox"/> AM <input type="checkbox"/> PM	DATE OF INJURY/ILLNESS		TIME OF OCCURRENCE () CANNOT BE DETERMINED		<input type="checkbox"/> AM <input type="checkbox"/> PM	LAST WORK DATE	DATE EMPLOYER NOTIFIED	DATE DISABILITY BEGAN
CONTACT NAME/PHONE NUMBER			TYPE OF INJURY/ILLNESS			PART OF BODY AFFECTED			
DID INJURY/ILLNESS/EXPOSURE OCCUR ON EMPLOYER'S PREMISES? <input type="checkbox"/> YES <input type="checkbox"/> NO			TYPE OF INJURY/ILLNESS CODE			PART OF BODY AFFECTED CODE			
DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED				ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED					
SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED				WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED					
HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL								CAUSE OF INJURY CODE	
DATE RETURN(ED) TO WORK		IF FATAL, GIVE DATE OF DEATH		WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
				WERE THEY USED?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
PHYSICIAN/HEALTH CARE PROVIDER (NAME & ADDRESS)			HOSPITAL OR OFF SITE TREATMENT (NAME & ADDRESS)			INITIAL TREATMENT			
						0 NO MEDICAL TREATMENT			
						1 MINOR: BY EMPLOYER			
						2 MINOR CLINIC/HOSP			
						3 EMERGENCY CARE			
						4 HOSPITALIZED > 24 HOURS			
5 FUTURE MAJOR MEDICAL/ LOST TIME ANTICIPATED									
OTHER									
WITNESSES (NAME & PHONE #)									
DATE ADMINISTRATOR NOTIFIED		DATE PREPARED	PREPARER'S NAME & TITLE				PHONE NUMBER		

AWCC Form 1
(Employer's First Report of Injury or Illness)

Ark. Code Ann. § 11-9-529 allows employers 10 days to report injuries. Those involving either more than 7 days of lost time or indemnity payments require **Form 1**. Also, a Form 1 is required for all controversies including a medical-only case. Self-insured employers file **Form 1** with the AWCC; other employers send it to their insurance representatives.

Employers do **NOT** fill in the shaded areas.

On **Form 1**, employers/carriers must:

1. In the **Occurrence Section** list the date the employer first knew of the injury. The 10 days to report begin either on the date of disability **or** the date the employer was notified, whichever date is later.
2. Give the name of the carrier. An insurance agency or third party administrator should be listed in the **Preparer's Section**. A carrier can pre-print its name and address in the **Carrier Section** to help clients properly report.
3. Specify the carrier Federal Employer Identification Number (FEIN) in the **Carrier Section**.
4. Type or print in ink. An illegible, incomplete **Form 1** will be returned.

Neglect of **Form 1**: Late employee benefits, exposing employers to fines.

Lack of **Form 1**: Delays in insurance investigation.

General inquiries on Form 1 can be answered by the AWCC Support Services Division. Questions on a specific Form 1 may be directed to the Research and Statistics Section, which processes the accident reports. (1-800-622-4472 or 501-682-3930).

Ark. Code Ann. §11-9-106(a): "Any person or entity who willfully and knowingly makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who willfully and knowingly employs any device, scheme, or artifice for the purpose of: obtaining any benefit or payment; defeating or wrongfully increasing or wrongfully decreasing any claim for benefit or payment; or obtaining or avoiding workers' compensation coverage or avoiding payment of the proper insurance premium, or who aids and abets for any of said purposes, under this chapter shall be guilty of a Class D felony. Fifty percent (50%) of any criminal fine imposed and collected under this section shall be paid and allocated in accordance with applicable law to the Death and Permanent Total Disability Trust Fund administered by the Workers' Compensation Commission."

(Revised 1-1-2001)

EMPLOYER'S INSTRUCTIONS

DO NOT ENTER DATA IN SHADED FIELDS

DATES:

Enter all dates in MM/DD/YY format.

INDUSTRY CODE:

This is the code which represents the nature of the employer's business, which is contained in the Standard Industrial Classification Manual or the North American Industry Classification System, published by the Federal Office of Management and Budget.

CARRIER:

The licensed business entity issuing a contract of insurance and assuming financial responsibility on behalf of the employer of the claimant.

CLAIMS ADMINISTRATOR:

Enter the name of the carrier, third party administrator, state fund, or self-insured responsible for administering the claim.

AGENT NAME & CODE NUMBER:

Enter the name of your insurance agent and his/her code number if known. This information can be found on your insurance policy.

OCCUPATION/JOB TITLE:

This is the primary occupation of the claimant at the time of the accident or exposure.

EMPLOYMENT STATUS:

Indicate the employee's work status. The valid choices are:

Full-Time	On Strike	Unknown	Volunteer
Part-Time	Disabled	Apprenticeship Full-Time	Seasonal
Not Employed	Retired	Apprenticeship Part-Time	Piece Worker

DATE DISABILITY BEGAN:

The first day on which the claimant originally lost time from work due to the occupation injury or disease or as otherwise designated by statute.

CONTACT NAME/PHONE NUMBER:

Enter the name of the individual at the employer's premises to be contacted for additional information.

TYPE OF INJURY/ILLNESS:

Briefly describe the nature of the injury or illness, (eg. Lacerations to the forearm).

PART OF BODY AFFECTED:

Indicate the part of body affected by the injury/illness, (eg. Right forearm, lower back).

DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED:

(eg. Maintenance Department or Client's office at 452 Monroe St., Washington, DC 26210)

If the accident or illness exposure did not occur on the employer's premises, enter address or location. Be specific.

EMPLOYER'S INSTRUCTIONS – cont'd

ALL EQUIPMENT, MATERIAL OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED:

(eg. Acetylene cutting torch, metal plate)

List all of the equipment, materials, and/or chemicals the employee was using, applying, handling or operating when the injury or illness occurred. Be specific, for example: decorator's scaffolding, electric sander, paintbrush, and paint.

Enter "NA" for not applicable if no equipment, materials, or chemicals were being used. NOTE: The items listed do not have to be directly involved in the employee's injury or illness.

SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED:

(eg. Cutting metal plate for flooring)

Describe the specific activity the employee was engaged in when the accident or illness exposure occurred, such as sanding ceiling woodwork in preparation for painting.

WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED:

Describe the work process the employee was engaged in when the accident or illness exposure occurred, such as building maintenance. Enter "NA" for not applicable if employee was not engaged in a work process (eg. walking along a hallway).

HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL:

(Worker stepped back to inspect work and slipped on some scrap metal. As worker fell, worker brushed against the hot metal.)

Describe how the injury or illness/abnormal health condition occurred. Include the sequence of events and name any objects or substance that directly injured the employee or made the employee ill. For example: Worker stepped to the edge of the scaffolding to inspect work, lost balance and fell six feet to the floor. The worker's right wrist was broken in the fall.

DATE RETURN(ED) TO WORK:

Enter the date following to most recent disability period on which the employee returned to work.

Form AR-N	ARKANSAS WORKERS' COMPENSATION COMMISSION 324 Spring Street, Little Rock, AR 72201 Mail: P. O. Box 950, Little Rock, AR 72203-0950 501-682-3930 / 1-800-622-4472	
Ark. Code Ann. §§11-9-701, 508, 514 AWCC Rule 099.33 Revised: 1-1-2001 Updated: 8-1-2006		

EMPLOYEE'S NOTICE OF INJURY

EMPLOYEE INFORMATION (Please Print in Ink)

Employee's Last Name	First Name	M I	Social Security Number	Home Phone No.
Street Address or P.O. Box	City	State	Zip Code	
Child Support Obligation: <input type="checkbox"/> Current <input type="checkbox"/> Past Due Payable to:				

EMPLOYER INFORMATION (Please Print)

Employer's Name	Supervisor's Name
Employer's Street Address or P.O. Box	Employer's City
State	Zip Code

ACCIDENT INFORMATION (Please Print)

Place of Accident	Date of Accident	Time of Accident	Date /Time Employer Notified of Accident
What part of your body was injured? _____ _____ _____			
Briefly discuss the cause of injury: _____ _____ _____			

Name/address of witness(es): _____

I hereby authorize any hospital, physician, psychotherapist or practitioner of the healing arts to furnish the bearer any information, written or oral, including, but not limited to, copies of medical records concerning my past, present or future physical, mental or emotional condition. I hereby waive my physician- and psychotherapist-patient privilege. A photostatic copy of this authorization shall be as effective and valid as the original. My signature below also indicates that I have been provided with my rights regarding change-of-physician. (See additional information on back side of form)

Date _____ Signature _____

Assistance with AWCC Form N is available from the AWCC Legal Advisor Division (1-800-250-2511 or 501-682-3930). Information is supplied by the Support Services Division (1-800-622-4472 or 501-682-3930).

Ark. Code Ann §11-9-106(a): "Any person or entity who willfully and knowingly makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who willfully and knowingly employs any device, scheme, or artifice for the purpose of: obtaining any benefit or payment; defeating or wrongfully increasing or wrongfully decreasing any claim for benefit or payment; or obtaining or avoiding workers' compensation coverage or avoiding payment of the proper insurance premium, or who aids and abets for any of said purposes, under this chapter shall be guilty of a Class D felony. Fifty percent (50%) of any criminal fine imposed and collected under this section shall be paid and allocated in accordance with applicable law to the Death and Permanent Total Disability Trust Fund administered by the Workers' Compensation Commission."

Form AR-N	ARKANSAS WORKERS' COMPENSATION COMMISSION 324 Spring Street, Little Rock, AR 72201 Mail: P. O. Box 950, Little Rock, AR 72203-0950 501-682-3930 / 1-800-622-4472	
Ark. Code Ann. §§ 11-9-701, 508, 514 AWCC Rule 33 Revised: 1-1-2001 Updated: 8-1-2006		

EMPLOYER'S NOTICE TO EMPLOYEE

NOTICE TO EMPLOYEE - Fill out this form to give to your employer immediately. Employer: Be sure the employee receives a copy of this form [Ark. Code Ann. § 11-9--514 (c)]

Ark. Code Ann. § 11-9-701. Notice of injury or death.

- (a)(1) Unless an injury either renders the employee physically or mentally unable to do so, or is made known to the employer immediately after it occurs, the employee shall report the injury to the employer on a form prescribed or approved by the Workers' Compensation Commission and to a person or at a place specified by the employer, and the employer shall not be responsible for disability, medical, or other benefits prior to receipt of the employee's report of injury.
- (2) All reporting procedures specified by the employer must be reasonable and shall afford each employee reasonable notice of the reporting requirements.
- (3) The foregoing shall not apply when an employee requires emergency medical treatment outside the employer's normal business hours; however, in that event, the employee shall cause a report of the injury to be made to the employer on the employer's next regular business day.
- (b)(1) Failure to give the notice shall not bar any claim:
 - (A) If the employer had knowledge of the injury or death;
 - (B) If the employee had no knowledge that the condition or disease arose out of and in the course of the employment; or
 - (C) If the commission excuses the failure on the grounds that for some satisfactory reason the notice could not be given.
- (2) Objection to failure to give notice must be made at or before the first hearing on the claim.

CHOICE/CHANGE OF PHYSICIAN

Rights and responsibilities. Treatment or services furnished or prescribed by any physician other than the ones selected according to the provisions below, except emergency treatment, shall be at the claimant's/employee's expense.

Ark. Code Ann. § 11-9-508. Medical services and supplies.

"(e) . . . [T]he injured employee shall have direct access to any optometric or ophthalmologic medical service provider who agrees to provide services under the rules, terms, and conditions regarding services performed by the managed care entity initially chosen by the employer for the treatment and management of eye injuries or conditions."

1. Your employer shall have the right to select the initial primary care physician from among those associated with certified MCOs.
2. You may request a change-of-physician. You should initially request a change from the insurance carrier or employer. Within five business days of your initial request for a change-of-physician, the insurance carrier or employer should notify you of its decision to grant or deny the change-of-physician.
3. If your request for change of physician is denied you may send a petition to the Clerk of the Arkansas Workers' Compensation Commission for a one (1) time only change-of-physician.
4. **If your employer has contracted with a certified MCO**, you shall be allowed to change physicians by petitioning the commission one (1) time only for a change-of-physician to a physician who must also either be associated with the certified MCO chosen by your employer or who is your regular treating physician. (Your "regular treating physician" is one who maintains your medical records and with whom you have a history of regular treatment before the onset of your compensable injury.) The health care provider to whom you change must agree to refer you to the certified MCO chosen by your employer for any specialized treatment, including physical therapy, and must agree to comply with all the rules, terms, and conditions regarding services performed by the MCO initially chosen by your employer.
5. **If your employer does not have a contract with a certified MCO**, you shall be allowed to change physicians by petitioning the commission one (1) time only for a change-of-physician to a physician who must either be associated with any certified MCO or who is your regular treating physician. (See definition above.) The health care provider to whom you change must agree to refer you to a physician associated with any certified MCO for any specialized treatment, including physical therapy, and must agree to comply with all the rules, terms, and conditions regarding services performed by any certified MCO.

Back side / Two-sided form

**FORM PECD 1
EMPLOYEE'S REPORT OF ACCIDENT**

**PUBLIC EMPLOYEE CLAIMS DIVISION
Arkansas Insurance Department
1200 West Third, Little Rock, Arkansas 72201-1904
Telephone 501-371-2700 Facsimile 501-371-2733**

TO BE COMPLETED BY EMPLOYEE:

Name: _____ Tel # _____

Address: _____

Birth Date: _____ Marital Status: _____ Spouse's Name: _____

Dependents Names and Ages: _____

Education (Circle highest level completed) 1 2 3 4 5 6 7 8 9 10 11 12 GED College 1 2 3 4 5+

Present Employer: _____

Job Title: _____ Length of Employment: _____

If less than 5 years, list employers of last 5 years: _____

Date of Accident: _____ Time: _____ Place: _____

Describe activity of employment engaged in at time of injury: _____

Describe how injury occurred: _____

To whom did you report the injury: _____

When: _____ Supervisor's Name: _____

Nature and location of injury (describe part of body): _____

Doctor's Name: _____ Family Doctor's Name: _____

Who Selected Doctor? _____ Are you still under doctor's treatment? _____

Date of First Visit? _____ First Day Unable To Work? _____

Have you ever collected compensation for a prior injury? _____

If yes, give details: _____

Have you ever received medical or chiropractic treatment to this part of the body before (either as a workers' compensation or a non-workers' compensation injury)? ____ Yes ____ No. If yes, give details including date: _____

Do you have child support obligations? ____ Yes ____ No (Child support obligation questions are required by Ark. Law)

If yes, are the obligations current or past due? ____ Current or ____ Past Due

To whom are the child support obligations payable? _____

Are you enrolled in the Medicare Program? ____ Yes ____ No (Medicare question is required by federal law.)

Have you applied for Social Security Disability? ____ Yes ____ No Date Applied for Social Security _____

If you applied for social security disability, was your claim approved or denied? ____ Approved ____ Denied

Signed: _____ Date: _____

PECD 2 FORM
WORKER'S COMP INFORMATION SHEET
TO BE COMPLETED BY EMPLOYER ON EACH WORKERS COMPENSATION CLAIM
INFORMATION REQUESTED BY PUBLIC EMPLOYEE CLAIMS DIVISION

8/2007

1) Employer _____

2) Employee's Name _____ AASIS Employee ID No. _____

3) Injury Date ____ / ____ / ____ Date Disability Began ____ / ____ / ____

4) Has employee returned to work? _____ If so, date ____ / ____ / ____

5) Who selected initial treating physician? Employee _____ Employer _____

6) Did employee's salary continue while off work?

If so, check source and indicate time period

- Sick Form ____ / ____ / ____ Through ____ / ____ / ____
- Annual From ____ / ____ / ____ Through ____ / ____ / ____
- Other From ____ / ____ / ____ Through ____ / ____ / ____

7) Employer claim recommendation: Accept _____ - or - Deny _____

If recommendation is to deny, explain and attach extra page if needed:

8) Other employees injured in this accident _____

9) Checklist: First report of injury or illness (Form IA-1)

- Employer Name & Address (Upper Left Hand Corner)
- Wage Information Date of Hire
- Date Disability Began Return to Work Force
- Contact Name/Phone Number (Whom we should call if we have questions)
- Specific activity & work process employee was engaged in when accident occurred.
- Witness (or person having immediate knowledge)
- Date prepared/signature/phone number
- Attach notes & bills from medical providers if available

10) Have employee complete AR-N and refer to notices on the reverse side of the form.

Name: _____ Title: _____ Date: _____

Phone: _____ Fax: _____