Resolution # 8-1

WHEREAS, in 2006 the County implemented a comprehensive medical case management program for workers' compensation which not only has been successful in ensuring that workers who are injured in the performance of their duties receive quality medical care and rehabilitation, but also has proven to be an effective method for managing the County's workers' compensation costs and time lost from work; and

WHEREAS, the County annually receives a grant of approximately \$80,000 per year from the Illinois Public Risk Fund (IPRF) to offset our costs for providing a comprehensive medical case management program; and

WHEREAS, in September 2011 the County and the City of Springfield issued a joint Request For Proposals (RFP) for medical case management services to ensure that such services were procured in a cost effective manner; and

WHEREAS, Disability Management Network, Ltd., an Illinois Corporation, d/b/a Triune Health Group, Ltd. (hereinafter referred to as "Triune") submitted the lowest responsible proposal to provide medical case management services and was awarded a contract by the County to provide case management services for the time period of January 1, 2012, through December 31, 2013, with a one year option to renew; and

WHEREAS, the annual fee for Triune's services is \$79,626, and the acceptance of Triune's proposal reduced the County's annual expenses for medical case management services by approximately \$110,374 per year; and

WHEREAS, the quality of services provided by Triune has been very good, and the renewal of Triune's contract would guarantee Triune's current fee for one additional year.

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 12th day of November, 2013, hereby authorizes a one year renewal of the County's contract with Triune for comprehensive medical case management services. The period of the contract renewal shall be January 1, 2014 through December 31, 2014, and the amount of the contract shall be \$79,626. The County Administrator is authorized to execute this agreement.



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Paul Palazzolo SANGAMON COUNTY AUDITOR



NOV 0 5 2013

Submitted By

Employee Services Committee

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- CASE MANAGEMENT PROGRAM SERVICE AGREEMENT FOR SANGAMON COUNTY, ILLINOIS

This Case Management Program Service Agreement is made and entered into effective as of January 1, 2014, by and between the Sangamon County (County), Illinois, and Disability Management Network, Ltd. d/b/a Triune Health Group, Ltd. ("Triune").

PREAMBLE/PURPOSE

Whereas, the County has instituted a medical case management program for its employees and based upon the results of an RFP issued in September 2011, awarded a contract to Triune for case management services for the period January 1, 2012 through December 31, 2013; and

Whereas, the County's agreement with Triune provides that the agreement is subject to a one year renewal option to be exercised at the sole option of the County and that the renewal option shall be subject to the same contract price found in the original agreement; and

Whereas, based on Triune's performance, the County desires to exercise its option to renew the agreement with Triune for one additional year with a term beginning January 1, 2014.

Now, therefore, in consideration of the mutual covenants, terms and conditions herein contained, it is agreed by and between the parties hereto as follows:

I. DEFINITIONS.

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- 1.01 Case Manager: The person designated by Triune who provides medical management services to the County.
- 1.02 Case Management: The management of the injured party to maximize the medical recovery, to expedite the party's return to work, and to control treatment expenses.
- II. PURPOSE.

The purpose of this Agreement is to allow Triune as a contractor to provide case management services under the name of Triune to the employees of the County.

III. DUTIES OF TRIUNE.

- 3.01 Triune agrees to provide comprehensive case management services for all County employees injured in the workplace. Triune will provide such services in accordance with all requirements detailed in the RFP issued in September 2011 and Triune's response to this RFP, copies of which are attached hereto, made a part hereof and marked as Exhibit 1 and Exhibit 2. In providing case management services, Triune will work closely with designated employees of the County who are responsible for the case management program and will follow appropriate timelines for reporting and billing.
- 3.02 Triune will provide a case manager and case management services for each employee of the County who is injured and is referred to Triune by the County. The responsibilities of Triune under this Agreement shall not be required until Triune is notified by the County with the First Reports of Injury, Form 45. All First Reports of Injury must be submitted

to Triune.

- 3.03 Triune will contact and meet with every employee who has a claim for lost time to assess injuries or illness and to obtain medical and other pertinent information. In any cases where an employee does not have a claim for lost time, Triune may utilize telephonic case management services.
- 3.04 Triune will perform an initial evaluation for each case and will prepare and submit to the County an Initial Evaluation Report within 48 -72 hours of its receipt of a First Report of Injury, Form 45.
- 3.05 Triune will meet with the treating physician(s) as necessary to provide case management services. Following all appointments Triune will provide necessary updates and assessment of the injured party's medical status and availability to return to work.
- 3.06 Triune will send copies of all reports and correspondence to the County monthly and, as necessary, will send copies of such reports and will coordinate its work with the Third Party Administrator (TPA) identified by the County's insurance company. If an injured party is represented by an attorney, Triune will send a copy of all reports to that attorney. If TPA determines to employ counsel on behalf of the County, Triune will send a copy of all reports to that attorney upon written notification by TPA or the County. Triune will also prepare a weekly report reflecting the status and any updates to pending claims.
- 3.07 Triune will contact other employees of the County as deemed necessary by Triune in order to obtain relevant information in the preparation of any reports.
- 3.08 Triune agrees to generate summary reports on pending claims on a monthly basis; provided that in the case of a catastrophic injury a report will be generated by Triune every 15 days after the Initial Evaluation Report until the injured party is stable and in the rehabilitation phase. In addition, Triune will provide weekly reports on the activities of the nurse case manager for any pending claims, including attendance at appointments and contacts with claimants and the County's TPA.
- 3.09 At the County's request, Triune agrees to provide with the County with return-to-work programs, employee education and program literature, in order to ensure the case management services are of the highest quality and value.
- 3.10 Triune agrees to perform services for the County in a timely, quality, and ethical manner.
- 3.11 Triune shall indemnify the County and hold its officials, employees and agents harmless from any and all liability, losses, damages, claims, suits, actions, judgments, expenses, attorney fees and costs resulting from or arising out of the negligence, willful misconduct and/or omission of Triune.
- 3.12 Triune, at its sole cost and expense, will maintain general and professional liability insurance and other insurance as necessary or required by law to ensure Triune and its employees and agents against any claims for damages resulting from or arising out of the services provided by Triune under this Agreement.
- 3.13 Triune shall provide access to the nurse case manager's notes to the County and any of its

designated representatives, including the TPA.

- 3.14 At the County's request, Triune shall meet with supervisors or other County representatives to discuss the status of employee injuries and to assess any job site relating to an employee's return to work.
- 3.15 At the County's request, Triune shall attend quarterly file review meetings to discuss pending claims, including making recommendations regarding treatment and other options for resolving complicated claims. Triune will also attend monthly meetings of the County's Workplace Safety Committee

IV. DUTIES OF THE COUNTY.

- 4.01 The County agrees to work with Triune in a timely, quality, and ethical manner.
- 4.02 The County will designate a trained contact person or persons who will be the regular contact for Triune for all case management services. The contact person or persons will be required to understand and acknowledge the need for proper security regarding any information relating to any injury for which Triune is providing case management services and will undergo sufficient training as is necessary for those persons to properly treat all such information.
- 4.03 The County will be responsible for notifying Triune and TPA. The County agrees to contact Triune for all claims which involve lost time by providing Triune with the First Report of Injury, Form 45, as well as any medical reports or other relevant information. The County will separately and directly contact TPA, and the County agrees and acknowledges that contacting Triune is not the same as or sufficient notice to TPA. The County will contact Triune immediately upon learning of any claim which involves lost time from work.
- 4.04 The County agrees to notify employees of any involvement with Triune so that they will understand that Triune is providing services under this Agreement on behalf of the County and will obtain release forms from all appropriate employees.
- 4.05 The County agrees to pay all approved invoices from Triune within 30 days of receipt of the invoice.
- 4.06 The County shall indemnify Triune and hold its officers, directors, employees and agents harmless from any and all liability, losses, damages, claims, suits, actions, judgments, expenses, attorney fees, and costs resulting from or arising out of the negligence, willful misconduct and/or omission of the County.
- V. COMPENSATION.
- 5.01 Triune shall receive compensation in the total amount of \$79,626 per year from the County for all services provided by Triune under this Agreement. Such amount shall be payable in monthly installments of \$6635.50 each, made pursuant to monthly invoices submitted by Triune.
- 5.02 Triune may receive compensation from other sources, including the TPA, for services not

rendered to Sangamon City under the terms of this contract.

VI. TERM AND TERMINATION.

- 6.01 This Agreement shall continue in full force and effect for a one year term ending December 31, 2014 (the "termination date").
- 6.02 During the term of this Agreement either party may terminate this Agreement upon 90 days prior written notice to the other party. All terms apply for any case management service performed prior to the termination of this Agreement. All fees are due for services rendered up until that point as invoiced by Triune to the County.

VII. PROPRIETARY MATERIALS AND INFORMATION.

- 7.01 Both parties agree that they may obtain information or material from the other that would be considered proprietary or trade secrets. This information includes, but is not limited to the rates and charges, operational processes, operational forms, and medical information.
- 7.02 Both parties agree to protect the confidentiality of these proprietary material, information, and trade secrets during and after the term of this Agreement, except as required by Illinois Law and the Freedom of Information Act, 5 ILCS 140/1 et seq., as determined by the Illinois Attorney General's Office or Court decision.
- VIII. GOVERNING⁻LAW:

The Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, notwithstanding any conflict of the laws to the contrary.

IX. NOTICE

All notices, requests, demands, elections and other communications under this Agreement, other than operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

- (a) If to Sangamon County: Paul Palazzolo, County Auditor Sangamon County Complex
 200 S. Ninth Street, Room 204 Springfield, IL 62701
- (b) If to Triune: Christopher J. Yep, President Triune Health Group 1100 Jorie Boulevard, Suite 300 Oak Brooke, IL 60523

X. RELATIONSHIP OF PARTIES

The relationship of the parties is that of independent contractors. Neither Party shall be deemed to be the legal representative of the other. No agent, employee or servant of Triune shall be considered an agent, employee or servant of the County. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local taxes.

None of the benefits (including but not limited to, compensation, insurance, disability insurance, employees' pension plan, employee welfare benefit plan, unemployment insurance, vacations or leave) provided (whether presently or in the future) by the County to its employees are available to Triune, its agents, employees or servants. The parties do not intend, under this Agreement or otherwise, or create or maintain any benefits or rights for any Triune's agents, employees or servants.

IN WITNESS WHEREOF, Triune and the County have executed this Agreement on the dates set forth below.

Sangamon County, Illinois

Disability Management Network, Ltd. d/b/a Triune Health Group, Ltd

By:

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Brian McFadden, County Administrator

Christopher J. Yep, President

By:

Date: _____

Date: _____

REQUEST FOR PROPOSAL

[8-8]

CITY OF SPRINGFIELD ILLINOIS

J. MICHAEL HOUSTON, MAYOR

PROPOSAL NO. RFP # CC12-09

PROPOSAL FOR:

WORKERS COMPENSATION CASE MANAGEMENT REVIEW

EXHIBIT 1

LEGAL NOTICE CITY OF SPRINGFIELD/ SANGAMON COUNTY REQUEST FOR PROPOSAL

Pursuant to Sec. 38.38 of the Purchasing Code of the City of Springfield, Illinois notice is hereby given that the City will receive sealed competitive proposals from vendors for, Workers Compensation Case Management Review RFP# CC12-09. The City of Springfield along with Sangamon County are entering into an Intergovernmental Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5ILCS 220/1 et seq). Proposals will be accepted in the Office of the Purchasing Agent, Room 200, Municipal Center, West, 300 South Seventh Street, Springfield, IL, 62701, until: October 7, 2011 at 2:00 P.M.

Proposals will be opened at the above specified time and date in Room 200 Municipal Center, West. No proposals will be accepted subsequent to the preceding time and date. The City reserves the right to accept or reject any or all proposals.

Proposal documents may be obtained from the Office of the Purchasing Agent, Room 200 Municipal Center West.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act.

Certified Female and Minority Business Enterprises are encouraged to submit proposals for this project.

REQUEST FOR PROPOSALS CITY OF SPRINGFIELD, ILLINOIS INSTRUCTIONS, STANDARD TERMS AND CONDITIONS AND SPECIAL REQUIREMENTS

The City of Springfield will receive proposals for the following project in the Office of the City Purchasing Agent until 2:00 p.m. local time October 7, 2011

Title of Project: Workers Compensation Case Management Review

GENERAL INSTRUCTIONS, STANDARD TERMS AND CONDITIONS

(1) Submission of Proposals

- (a) Proposals and all supporting documentation must be returned.
- (b) Proposals shall be delivered in a sealed opaque envelope clearly identified with the name of the firm executing the proposal, its address, and title of the project clearly marked and addressed as follows:

City of Springfield City Purchasing Agent Room 200 Municipal Center, West 300 South Seventh Street Springfield, IL 62701-1681

Proposal For: Workers Compensation Case Management Review

Proposal No:CC12-09

Proposals received after the time designated above will not be considered.

(d) All inquiries concerning this Request for Proposal should be directed to:

Jay Wavering, City Purchasing Agent Room 200 Municipal Center, West 300 South Seventh Street Springfield, IL 62701-1681 Phone: 217-789-2205 Fax: 217-789-2207 Email: jay.wavering@cwlp.com

(2) Preparation and Signature of Proposal

Proposals must be submitted typewritten or in ink, inscribed with the title and number of the project as designated above, the name of the firm, and signed by an officer of the firm authorized to make the offer.

In case of a corporation, the title of the officer signing must be stated, and such officer must be duly authorized. In the case of a partnership, the signature of at least one of the general partners must follow the firm

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name, using the term "member of firm". In the case of an individual, use the term "doing business as," or "sole owner".

SECTION I

NOTICE, INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

RFP No. <u>CC12-09</u> Dated: <u>September 19, 2011</u>

In order to be eligible for consideration all proposals must be made in accordance with the following instructions.

1. Proposal Preparation

(a) Signature - whenever any of the Contract Documents, addenda, or certifications thereto require signature of the bidder or Contractor such signature shall be in substantially the following form.

In case of a corporation, the full legal name of the corporation and title of the officer signing must be stated, and any officer signing must be thereunto duly authorized to bind the corporation (the City reserves the right to require a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the Corporation).

In the case of a partnership, the signature of at least one of the general partners must follow the firm name, using the term "member of the firm" or similar designation.

In case of a sole proprietorship, the signature of the owner must follow the firm name using the term "doing business as," "sole owner," or similar designation.

In all cases the name of the individual signing shall be typed or printed below the signature.

- (b) Every price quote or proposal must be made in ink upon the Proposal Form and must give the price of each and every item of the work bid, in figures.
- (c) Do not alter, modify or rearrange the proposal booklet in any manner.
- (d) Any exceptions to the Specifications must be provided in accordance with the instructions given in the Specifications.
- (e) Any additional information or descriptive literature must be submitted separately within our return envelope. Do not include such items in the proposal booklet.

- (f) <u>Return the entire proposal booklet, in accordance with these Instructions to Bidders, properly completed, in the same page number order as you received it. If you have any questions, please call the Office of the Purchasing Agent, (217) 789-2205.</u>
 - (h) Failure to submit the proposal booklet as set forth above, completed according to these instructions, may result in rejection of the proposal.

2. Submission of RFP Proposals:

(a) RFP Proposals shall be sealed in an opaque envelope, marked and addressed as follows:

Proposal for: <u>Workers Compensation Case Management Review</u> (Description of Proposed RFP)

RFP No. <u>CC12-09</u> City of Springfield Office of Budget & Management Room 200-Municipal Center, West 300 South Seventh Street Springfield, IL 62701-1681

and will be received in the Office of Budget & Management Room #200 until <u>2:00 p.m.</u> local time, <u>October 7, 2011</u>.

(b) Proposals received after the time designated above shall not be considered.

3. Contract Documents

- (a) "Contract Documents" or "Documents" as used herein, shall refer to the Notice, Instructions to Bidders and General Conditions, Specifications and Drawings, Proposal Form, the Contract Execution Page and any applicable addenda and any modifications thereof incorporated in the Documents. The Contract Documents form the entire contract and represent the final agreement between the parties' subject only to modifications hereinafter agreed upon in writing and signed by the parties in accordance with these instructions.
- (b) The purpose of these Documents is to require the furnishing of highest quality equipment material and workmanship in accordance with the specifications and best practice. If any bidder believes from its experience that the specifications are not consistent with this intent, he shall so state in writing and shall submit an alternate proposal on the part or parts of the specifications which it believes to be contrary to the best practice.
- (c) Whenever in these Documents the term "Purchaser," "City," or "Owner" is employed, it is understood to refer to the City of Springfield, Illinois. Whenever the term "Contractor" is employed, it is understood to refer to the person or contractor that may have entered into contract with the City to furnish the equipment, material, and/or labor specified herein.
- (d) Bidders are instructed to familiarize themselves with the Contract Documents and the work contemplated in order that their true spirit and intent may be fulfilled. If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other Contract Documents, it may submit a written request for an interpretation thereof to the City Purchasing Agent.

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The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents and to such other prospective bidders as shall have requested that they be furnished with a copy of such Documents. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of proposals will not be grounds for withdrawal of proposal. Oral explanations will not be binding.

4. Proposal Security

[X] Proposal Security will not be required for this contract.

- [] Proposal Security will be required for this contract and shall be submitted in accordance with the following instructions.
- (a) Proposals will not be considered unless they are accompanied by proposal security in the form of a Certified Check, Cashier's Check, Bank Draft, Bank Money Order or a Satisfactory Proposal Bond payable to the City of Springfield, Illinois, in the amount of <u>S</u>_________ of the total proposal as a guarantee that the bidder will enter into a contract with the City if the proposal is accepted.
- (b) Proposals and bid security shall be delivered in a sealed envelope marked and addressed as provided in article 2 above. All bid security must be identified with the Contract Index Number.
- (c) A permanent bid bond, or annual bid bond, may be placed on file with the Office of Budget and Management, in lieu of delivering said bond with the proposal.
- (d) Proposal security will be returned to all bidders upon award of contract, or rejection of proposals.
- (e) The City reserves the right to retain the lowest responsible bidders proposal security for failure to enter into a contract.

5. Withdrawal of Proposal

No bidder may withdraw its proposal for a period of sixty (60) days from the date of opening proposals.

6. Specifications

The City will not consider proposals covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section II, the Specifications contained therein shall be controlling.

7. Substitutions

Certain materials and equipment may be specified by manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit proposals not only on named items but also on items which they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the City, they are equal to those specified in quality, performance, design, and suitability for intended use. Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his proposal on all such items.

8. Waiver

- (a) In awarding a contract pursuant to sealed competitive bidding, the City Council may waive any variation from the proposal requirements or defect in a proposal which does not materially affect the competitive nature of the proposal, is not in violation of any ordinance, statute or law and does not prejudice the rights of the public.
- (b) The City Purchasing Agent may request clarification of a proposal or any part thereof. Clarification shall mean the communication between the City and the bidder regarding the proposal. Such communication shall not change the proposal, the competitive nature of all proposals or violate any ordinance, statute or law.

9. Royalties and Fees

The successful bidder shall pay all royalties and license fees. The successful bidder shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof.

10. Time of Performance

Time of performance under this contract shall be as provided in the Specifications contained in Section II of this booklet.

11. Delivery and Payment Terms

- (a) In order to permit comparison of proposals, all prices must be quoted F.O.B. City of Springfield, Illinois, at the point of delivery set forth in the Specifications contained in Section II or as otherwise provided by the Specifications.
- (b) Payment shall be made by the Purchaser according to the following plan: Within thirty (30) days after delivery and acceptance by the City, unless otherwise provided by the Specifications contained in Section II.

12. Indemnification

(a) The Contractor shall defend, indemnify, keep and save harmless the City of Springfield, its agents, employers and representatives against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, the performance of the work under this contract by the Contractor or its Subcontractors to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable.

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(b) The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein. The Contractor also waives any right to claim consequential, exemplary, equitable, loss of profits, punitive or tort damages.

13. Insurance

- (a) The Contractor, and any Subcontractors, shall purchase and maintain such insurance as will protect themselves and the City against any and all claims and demands arising from the operation of the work or the execution of this contract. The City, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications to be purchased by the Contractor or Subcontractor. (In lieu of naming the City as an additional insured, the Contractor and Subcontractors may provide an Owners and Contractors Protective Public Liability and Property Damage Policy, including automobile coverage, written in the name of the City, if in the opinion of the Purchasing Agent the policy contains the same coverage and liability limits set forth in the Specifications.)
- (b) On all contracts for the construction of public works, the Contractor and its Subcontractors shall maintain sufficient insurance to cover claims for bodily injury and death to its employees brought under the Illinois Worker's Compensation and Occupational Disease Act or other similar employee disability or benefit laws.
- (c) <u>Minimum</u> requirements for insurance are set forth in the Specifications contained in Section II of this booklet.
- (d) Certificates of insurance shall be placed on file with the City Purchasing Agent prior to beginning performance.

14. Federal, State, and Local Laws:

The bidder's attention is directed to the fact that all applicable federal, state and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction shall apply to the Contract Document throughout and they are deemed to be included herein the same as though herein written out in full.

15. Change Orders

Pursuant to Section 33E-9 of the Illinois Criminal Code, any person employed by any unit of State or local government who is authorized by such unit of State or local government to approve a change to any public contract who knowingly grants such approval without first obtaining a determination in writing by the unit of State or local government on whose behalf the contract was signed or by a designee authorized by such unit of State or local government to make such determination, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, were not within the contemplation of the contract as signed or are in the best interest of the unit of State or local government and authorized by law commits a Class 4 felony. Such written determination shall be preserved in such contract's permanent file which shall be open to the public for inspection. This Section shall only apply to change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by \$10,000 or more or the time of completion by 30 days or more.

16. Prevailing Wages

- (a) The wages of employees paid by Contractors or Subcontractors on contracts involving "public works" as defined in the Prevailing Wage Act (820 ILCS 130/1 *et seq.*, as amended), must be not less than the general prevailing hourly rates paid for work of a similar character in Sangamon County, Illinois. Public works projects include, but are not limited to, any maintenance, repair, assembly, or disassembly work performed on equipment whether that equipment is owned, leased, or rented. Public works projects also include all fixed works that are paid for in whole or in part with public funds. Contractors are instructed to read the Prevailing Wage Act in its entirety for complete information.
- (b) A copy of the prevailing wages for construction trades in Sangamon County, Illinois, as determined and published by the Illinois Department of Labor is attached hereto.
- (c) All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.
- All Contractors and Subcontractors on contracts involving public works projects must submit (đ) certified payroll records on a monthly basis to the public body in charge of the construction project pursuant to 820 ILCS 130/5 et seq. as amended. Contractors and Subcontractors must also submit a certification of the following with each submission: (1) the records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate in Sangamon County, Illinois, and (3) s/he is aware that filing a certified payroll knowing such to be false is unlawful. At the same time as submitting the certified payroll records as described above, Contractors and Subcontractors shall also submit a second set of certified payroll records where the following information has been redacted/blackened out/removed: social security numbers, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home and personal telephone numbers, personal email addresses, home address and personal license plates. All certified payroll records and certifications shall be submitted to: City Purchasing Agent, City of Springfield, Illinois, 300 South Seventh Street, Room 210, Springfield, Illinois, 62701.
- (e) If the information provided by the Contractor and Subcontractor reasonably shows a violation of the Prevailing Wage Act, then the Purchasing Agent shall notify the Contractor and Subcontractor of the possible violation by certified mail. If the Contractor and Subcontractor does not cure the violation, or provide the Purchasing Agent with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of the Contractor's and Subcontractor's receipt of the Purchasing Agent's written notice of possible violation, then the Purchasing Agent, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.
- (f) It is a Mandatory requirement upon the Contractor or their Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to . execute the contract, project, or work to be performed, (820 ILCS 130/4 *et.seq.*).

17. Preferences to Veterans

In accordance with the provisions of 330 ILCS 55/1 et seq. in all employment to fill positions in the construction, addition to, or alteration of all public works contracted for by the City of Springfield, preference shall be given to persons who were engaged in the military or naval service of the United States in times of war and who were honorably discharged therefrom, and all persons who were engaged in such military or naval service during any of said times of war, who are now or may hereafter be on inactive or reserve duty in such military or naval service, who were honorably discharged therefrom, not including, however, persons who were convicted by court martial of disobedience of orders, where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment. No person contracting for such public works is required to give preference to veterans, not residents of the City, over residents thereof, who are not veterans.

18. Employment of Illinois Workers on Public Works Projects

- (a) In accordance with the provisions of 30 ILCS 570/1 et seq. whenever there is a period of excessive unemployment in Illinois, every Contractor on a public works project or improvement shall employ only Illinois laborers on such project or improvement provided that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City Purchasing Agent.
- (b) A "period of excessive unemployment" as defined by this Act means any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

19. Performance and Payment Bond

- (a) The City Purchasing Agent may require Contractors to furnish a satisfactory performance bond and a bond for the payment of all materials used and for all labor performed in such work with good and sufficient sureties in amounts up to one hundred percent of the contract sum. In such case the Contractor shall also include in the bond a provision guaranteeing the faithful performance of any prevailing wage requirement.
- (b) If, in the opinion of the City Purchasing Agent, such bonding is in the public interest the requirement shall be set forth in the Specifications contained in Section II of this booklet.
- (c) When required by the Specifications, the Contractor shall furnish said bond within fourteen (14) calendar days after notification of the proposal award. Failure to furnish a performance bond and a payment bond within the period specified shall be cause for rejection of the proposal and any proposal security may be retained by the City as payment for damages.

20. Specifications Shall Control

In case of any conflict between these Instructions and the Specifications contained in Section II, the Specifications contained therein shall control.

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21. Asbestos

Contractors are forbidden to disturb any material suspected of containing asbestos. Asbestos has traditionally been used in insulating materials, fireproofing, acoustical products and roofing materials. The Contractor shall pay particular attention to these areas. If the Contractor has any questions about any material, he should contact the Department of Building and Zoning at (217)789-2171.

22. Sales Tax Exemption

- (a) Pursuant to State law, the City of Springfield is exempt from the payment of sales tax on any item it buys directly from a supplier. If the Contractor purchases items for the use of the City, the Contractor is also exempt from sales tax on items which at the end of the project, become the property of the City of Springfield.
- (b) Items which do not become the property of the City and items which are used up in construction (an example would be fuel oil for machinery) are taxable. Any questions about the taxability of specific items can be resolved by the Illinois Department of Revenue.

23. Certification, Commitments and Preferences

- (a) <u>Certification of Non-Conviction</u> Pursuant to Section 33E-11 of the Illinois Criminal Code every proposal submitted to the City must contain a certification that the bidder is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code. Any Contractor who makes a false statement material to this Certification, commits a Class 3 felony.
- (b) <u>Certification of Non-Delinquency</u> Pursuant to Section 11-42.1-1 of the Illinois Municipal Code, the City of Springfield may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for tax or the amount of tax. Before executing a contract, the City must obtain a statement under oath from the individual or entity that no such taxes are delinquent. Making a false statement is a Class A misdemeanor. In addition, making a false statement voids the contract and allows the City to recover all amounts paid to the individual or entity under the contract in a civil action.

For purposes of this section of the Municipal Code, a person or other entity shall not be considered delinquent in the payment of a tax if the person or entity (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and (2) is in compliance with the agreement. In that case, the sworn statement shall state those facts.

(b.1) <u>Certification of Participation in Apprenticeship & Training Program</u>. Pursuant to the City of Springfield's Code of Ordinances Section 38.23 Para. (a) (2), the bidder must certify that it and each Subcontractor (if any) performing work on a public works contract are participants in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

(c) <u>Commitment for Equal Employment Opportunity</u> – Contractor shall adhere to the provisions of Chapter 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly Section 93.08 regarding prohibition of unfair employment practices, and Section 93.13 regarding affirmative action programs. Pursuant to Title 9, Chapter 93, Section 93.13, of the Code of Ordinances of the City of Springfield, any employer bidding on a general construction contract with the City in excess of \$15,000 and any employer who is a vendor bidding on a contract for the purchase of goods or services in excess of \$2,500 must agree to make the following commitments to provide equal employment opportunity:

- (1) Maintain specific employment practices to achieve equal employment opportunity.
- (2) Examine all job classifications to determine if minority persons or women are underutilized and take appropriate affirmative action to rectify any such underutilization. by setting specific goals for participation by minority groups.
- (3) State in all solicitations or advertisements for employees, that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
- (4) Submit to the City, on request, written evidence of the effectiveness of the above required practices, policies and goals.
- (5) Submit to the City, on request, statistical data concerning employee composition on race, color, sex, and job description.
- (6) Distribute copies of this commitment to all members of this firm who participate in recruitment, screening, referral, and selection of job applicants and prospective job applicants.
- (7) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising the Contractor's obligations herein.
- (8) Expressly require any Subcontractor who has a contract in excess of \$5,000 to submit to the City a written commitment which contains the provisions required by paragraphs (1) through (7) above.
- (d) <u>Preference for Domestic Products</u> In accordance with the requirement of Section 38.35 of the City Purchasing Code authorizing the Purchasing Agent to "take into account other pertinent considerations" in the award of contracts, it is the policy of the City of Springfield that when all other financial considerations of proposals are substantially equal, preference shall be afforded in the selection of the successful bidder to companies that offer domestic products. Pursuant to the Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*, all steel products used or supplied in the performance of public works contracts or subcontracts thereto involving an expenditure of \$500.00 or more shall be manufactured in the United States.
 - (1) Definitions As used in this section the following definitions shall apply unless the context otherwise requires:

"Product" means any article, material or supply, whether manufactured or nonmanufactured, that is to be acquired by the City.

"Domestic Product" means a non-manufactured product that has been mined or produced in the United States, or a manufactured product determined to be domestic in accordance with the rules for determination of origin prescribed below. "United States" means the several States, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the Virgin Islands, and the Commonwealth of Northern Mariana Islands.

"Substantially Equal" means that the successful proposal is within two percent (2%) of the next lowest responsible proposal. However, the proposals shall not be substantially equal where the two percent difference is equal to or greater than Ten Thousand Dollars (\$10,000,00).

(2) Determination of Origin

In order for a manufactured product to be considered a domestic product the cost of the domestic components must exceed fifty percent (50%) of the cost of all its components, and the final assembly of the components to form the end product must take place in the United States.

In determining the origin of components, each component must be treated as either entirely domestic or entirely foreign, based on the place where the component is mined, produced, or manufactured. Components of unknown origin must be treated as foreign. The origin of subcomponents of components is immaterial.

Transportation costs to the place of incorporation into the end product and, in the case of foreign components, applicable duties, must be included in determining component costs. The cost of a component is the price that a manufacturer must pay to a Subcontractor or supplier for components. If the component is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component and an allowance for profit and administrative and overhead costs attributable to that component under normal accounting principles.

"Component" means any article, material, or supply, whether manufactured or unmanufactured, directly incorporated into a product at the point of final assembly. In construction projects, materials delivered to the job site and incorporated directly into the improvement are components.

(3) Waiver by the City

The requirements of this Section may be waived where the Purchasing Agent and the Director of the Office of Budget and Management or their designees, jointly certify in writing to the Mayor that:

The City is in need of products, including spare parts, in order to either economically operate equipment or systems procured by the City prior to the effective date of this ordinance, or to meet public health, safety, or welfare concerns; or

The specified products are not manufactured or produced in the United States in sufficient commercial quantities or of a satisfactory quality to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or

Federal or State funding could be jeopardized or the application of this requirement would otherwise be inconsistent with the best interest of the City.

(e) <u>Local preference in contract award</u> - In accordance with the requirements of Section 38.45 of the City Purchasing Code, it is the policy of the City of Springfield to afford local vendors preference in the selection of the successful bidder if (1) the lowest bidding vendor is a responsible bidder and (2) the lower responsible bidders are not local vendors and (3) the lowest bidding local vendors proposal is higher than the nonlocal vendor by no more than two (2) percent.

Definitions - As used in this section the following definition shall apply unless the context otherwise requires: A local vendor means a bidder with a business located in Sangamon County, Illinois, with at least one (1) permanent full-time staff person working at that business location. Such business must have been in continuous operation in Sangamon County for at least one (1) year prior to the date of submission of the proposal, and also must be in continuous operation in Sangamon County for the duration of the contract sought.

This provision shall not be applied to a contract if the funding source prohibits it through law, rule or regulation.

24. Minority and Female-Owned Business Enterprise Policy

It is the policy of the City of Springfield to encourage and promote the award of contracts and/or subcontracts to minority and/or female-owned business enterprises.

Minority and female-owned businesses submitting proposals to the City are requested to complete the Certification for Minority or Female Owned Business attached as Addendum "D" of this Section.

Any business applying for certification shall have the burden of providing sufficient information and documentation to the Springfield Office of Community Relations (SOCR) to demonstrate that it is eligible for such certification. Failure of the business to provide any information requested by the Department will result in denial or revocation of certification.

The Springfield Office of Community Relations (SOCR) will accept certifications from other agencies, whether local, regional, or national, which certify minority and female business enterprises if the Department finds such agencies' certification standards to be no less rigorous than the Department's own standards.

- (a) <u>Contracts</u> In complying with this policy, bidders on all City procurement and construction contracts funded exclusively by City funds which are not subject to state or federal reimbursement are required to provide equal employment opportunity and to take affirmative steps to assure that minority and female-owned businesses are utilized whenever possible as Subcontractors. For purposes of these instructions the following definitions shall apply:
 - (1) A Minority Owned Business ("MBE") means a business concern which is at least 51% owned by one or more minority persons (e.g. Black, Hispanic, Asian, American Indian and disabled people), or in the case of a corporation, at least 51% of the stock is owned by one or more minority person; and the management and daily business operations are controlled by one or more of the minority persons who own it.
 - (2) A Female Owned Business ("FBE") means a business concern which is at least 51% owned by one or more females, or in the case of a corporation, at least 51% of the stock is owned by one or more females; and the management and daily business operation are controlled by one or more of the females who own it.
 - (3) "Control" means the exclusive or ultimate and sole control of the business including, but

not limited to, capital investment and all other financial matters, property, acquisitions, contract negotiations, legal matters, officer-director-employee selection and comprehensive hiring, operating responsibilities, cost-control matters, income and dividend matters, financial transactions and rights of other shareholders or joint partners. Control shall be real substantial and continuing, not pro forma. Control shall include the power to direct or cause the direction of the management and policies of the business and to make the day-to-day as well as major decisions in matters of policy, management and operations. Control shall be exemplified by possessing the requisite knowledge and expertise to run the particular business and control shall not include simple majority or absentee ownership.

- (b) <u>Affirmative Efforts by Contractors</u> All bidders on all City procurement contracts shall consider and follow the guidelines below, where appropriate. In addition, all bidders on City-funded Construction Contracts are required to advertise subcontracting opportunities and to negotiate with MBE's and FBE's prior to proposal opening. Failure to document such affirmative efforts may be deemed, relative to minority and female-owned business compliance, nonresponsive. The following are general guidelines for making such good faith efforts.
 - ! Attend pre-proposal meetings, if any, scheduled by the City to inform MBE/FBE firms of contracting opportunities.
 - ! Formally advertise in general circulation, trade association and minority-oriented media regarding subcontracting opportunities.
 - Provide written notice to specific MBE/FBE firms soliciting their proposals. Said solicitations should allow sufficient time for the MBE/FBE firms to review the plans and specifications and develop proposals. The Springfield Office of Community Relations (SOCR) may provide the bidder with information on MBE/FBE firms to be solicited.
 - ! Follow up the initial solicitation of interest by contacting MBE/FBE firms to determine whether or not said firms will submit a proposal.
 - Package portions of the work to be performed in such a manner as to encourage and increase the likelihood of participation from MBE/FBE firms.
 - Provide interested MBE/FBE firms with adequate information regarding the plans, specifications and requirements for bidding on city-financed construction.
 - ! Negotiate in "Good Faith" with MBE/FBE firms. MBE/FBE firms shall not be disqualified without sound reasons based upon a thorough investigation of their capabilities.
 - Assist interested MBE/FBE firms in obtaining the bonding, lines of credit and insurance if required.
 - ! Effectively utilize the services of local, state and federal minority and female business assistance offices, and other organizations that provide assistance in the recruitment and placement of MBE/FBE firms.
 - ! Document all "Good Faith Efforts" actions taken.

- (c) Pre-Proposal Opening Requirements -
 - (1) Certification from the bidder(s), attesting that the bidder will award no subcontracts;
 - OR

"Certificate of Publication," or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a newspaper of general circulation in the county where the work is to be performed. <u>The advertisement (see "suggested" advertisement attached hereto as addendum B) must run two (2) consecutive days, with the second advertisement running at least ten (10) days prior to proposal opening.</u>

Failure to comply with the above requirements shall be cause for rejection of the proposal as nonresponsive.

- (d) <u>Post-Contract Award Obligations</u> Within ten (10) calendar days after award of the contract and prior to beginning work on the contract, the low responsive bidder shall submit the following to the Springfield Office of Community Relations (SOCR):
 - (1) Copies of all MBE and FBE related subcontracts between the Contractor and first-tier Subcontractors showing the work to be performed and the dollar amount of the work.
 - (2) Completed, signed, and notarized certification from the bidder utilizing MBE or FBE, attesting that the bidder has no controlling or dominating interest or conflict of interest with the MBE or FBE that is proposed to be utilized. (Use certificate attached Addendum C.)
 - (3) Completed, signed, and notarized certification from the MBE and FBE to be utilized, attesting that they are a MBE or FBE as defined in Paragraph 24(a) of these instructions. (Use certificate attached Addendum D.)

Failure to comply with the above may cause rejection of the proposal as nonresponsive.

Where the proposal/offer is considered nonresponsive under this subsection, the SOCR will promptly advise the bidder/offeror, in writing, of the basis for the nonresponsive determination.

Any and all changes in previously reported MBE and FBE utilization shall be reported to the SOCR promptly, in writing, with appropriate documentation and reasons. If there is nonutilization or reduced utilization without good cause, the SOCR will advise the Contractor, in writing, of corrective actions to be initiated. If the Contractor fails to initiate such actions, the City may withhold payments and/or institute other appropriate sanctions.

- (e) <u>Sanctions</u>
 - (1) The City of Springfield may reject any proposal where the information submitted by the bidder/offeror fails to objectively demonstrate compliance with the MBE/FBE requirements (i.e., failure to place the pre-proposal advertisement by the bidder at least

ten (10) days prior to proposal opening shall not be considered as objectively demonstrating compliance with the MBE/FBE requirements).

- (2) Upon a finding that any bidder has not complied with the requirements of these instructions, including misrepresenting a firm as MBE or FBE, any one or a combination of the following actions may be taken:
 - ! Declare the bidder/offeror, and/or Subcontractor non-responsible and therefore ineligible for the award of this contract or future contracts with the City.
 - ! Cancel the contract and hold the bidder or Subcontractor liable for any damages the City may suffer because of the cancellation.
 - ! Disallow all contract costs associated with non-compliance.
 - ! Refer any matter which may be fraudulent to the appropriate law enforcement agency.
- (f) <u>Payment</u> Payment to the MBE/FBE being utilized must be verified by SOCR before the City's Office of Budget and Management issues final payment to the Contractor. To facilitate the verification process, the Contractor shall submit to SOCR satisfactory evidence of payment to the Subcontractor at the time such payment is made.
- (g) <u>Request for Change of Subcontractor</u> At any time prior to or after award, a Contractor may make a request for change of an MBE/FBE Subcontractor which it has previously listed. All requests shall be in writing on the Contractor's letterhead and submitted with documented evidence of cause to the SOCR. The Office of Community Relations will review each request and may, at its sole discretion, authorize the change.
 - (1) Prior to Award: The Contractor may request approval of an MBE/FBE Subcontractor other than one listed in its proposal.
 - (2) After Award: After award of contract, if for any reason an approved MBE/FBE Subcontractor fails to meet its contractual commitment, the Contractor may request a change of such Subcontractor.

25. Multi-year Contracts

The City's fiscal year ends on the last day of February. The City's obligations on multi-year contracts and contracts extending from one fiscal year to another shall terminate immediately and without further payment being required if the City Council or applicable federal/state funding sources fail to appropriate, or otherwise make available, funds for the contract.

26. Severability

If any provision of this contract or any applications thereof is held invalid, such invalidity shall not

affect other provisions or applications which can be given effect without such invalid provision or application.

27. Choice of Law and Forum

This contract is to be construed in accordance with the laws of the State of Illinois and any legal proceeding of any kind shall be filed in the Circuit Court of Sangamon County, Springfield, Illinois.

28. Execution of Contract

- (a) The successful bidder will be required to execute the Contract Execution Page with signature acknowledged and signed.
- (b) The City reserves the right to require of any bidder, such information necessary to satisfy the City of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

29. Rejection of Proposals

Any and all proposals received in response to an advertisement may be rejected by the Mayor.

·· ADDENDUM B

CITY OF SPRINGFIELD, ILLINOIS

NOTICE TO MINORITY AND FEMALE OWNED BUSINESSES

RFP No:

18-2

(Name of Company)	(Address of Company)	(Telephone)		
is seeking qualified minority and	female owned businesses for the City	of Springfield		
	Project for subcontract	ing opportunities in the following		
(Project Name)				
areas:				
,				
businesses	All interested and qualif	ied minority and female owned		
		. 45		
should contact, IN WRITING, (C	Certified Letter, Return Receipt Reque	sted),		
	ll negotiations must be completed by	(Time and Date)		
(Company's Contact Person)		(THE and Date)		

NOTE: The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by minority and female owned businesses in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusive.

ADDENDUM C

CITY OF SPRINGFIELD, ILLINOIS

BIDDER CERTIFICATION REGARDING THE USE OF MINORITY AND FEMALE OWNED BUSINESSES

							i · · ·	
I		(Nam	ie) ·			do hereby	y certify th	nat:
			,					
1.	I am (Position)		of the		Nisme	of Firm)	•	
						от т.н.ш)		
	and have authority to ex	recute this certific	cation on bel	alf of the firn	1.			
2. This firm, its partners or directors and officers do not possess a controlling interest in								
	ownership or conflict of	interest or any of	ther authorit	y to control th	e minori	ty and/or f	emale	
	owned business to be us	ed during the per	formance of	the above ref	erenced (contract.		
Nam	e of Firm							
	ature	•						
					, ,		<u></u>	
Title				<u> </u>		· · · · · · · · · · · · · · · · · · ·		
Date								
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tate	that he or	she was	properly	authorized	by	(Name	of I	Firm
n ex	ecute the affidavit and	did so as his o	r her free	act and deed				
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ง _{ัก†} я	ry Seal)			•				
1014	- J - Curry							

ADDENDUM D

CITY OF SPRINGFIELD, ILLINOIS

CERTIFICATION FOR MINORITY OR FEMALE OWNED BUSINESSES

10100 NT-

		KEP NO.				
I		, do hereby certify that:				
-	(nan					
1.	Iam	of the				
	•	(position) (name of firm)				
	and l	nave authority to execute this certification on behalf of the firm.				
2.	This	This firm is a: (check one only)				
	[]	Minority Owned Business (MBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended. This definition appears at Paragraph 24 of the Instructions to Bidders.				
	[]	Female Owned Business (FBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended. This definition appears at Paragraph 24 of the Instructions to Bidders.				
3.	List i	najor trades or type of business your firm is engaged in				
	Numl	per of years in trade of business				
4.	direct	provide, upon written request, through the general contractor or, if no general contractor, ly to the Springfield Office of Community Relations (SOCR), current, complete, and accurate nation regarding:				
	A.	This firm's eligibility to be certified as a MBE/FBE.				
	в.	Actual work performed on any project and the payment thereof and,				
	C.	Any proposed changes, in the status of the firm which would render this certificate inaccurate.				
5.		firm is currently certified by any Federal, State or local agency please identify the agency and attach letter of certification or other proof of certification.				

(name of certifying agency)

This firm will permit SOCR to audit and examine its books, records and files for the purpose of 6. verifying the above information.

Name of Firm		
Address	•	
Phone	·	** <u></u>
Signature	Title	Date
Corporate Seal (where appropriate)		
On thisday of	, 20 , before me appeared	
		(name of person)
to me personally known, who, being d or she was properly authorized by	uly sworn, did execute the fore	going affidavit, and did state that he to execute the affidavit
· · · · · · · · · · · ·	(name of firm)	

and did so as his or her free act and deed.

Commission Expires · Notary Public

(Notary Seal)

SECTION II

DRAWINGS AND SPECIFICATIONS

RFP No.: <u>CC12-09</u> Dated: <u>September 19, 2011</u>

WORKERS COMPENSATION CASE MANAGEMENT REVIEW SPECIFICATIONS

INTENT

It is the intent of this Request for Proposal to specify the requirements for a professional firm who specializes in Workers Compensation Case Management Review who would enter into a contract with both the City of Springfield, IL. and Sangamon County, IL.

SCOPE

The scope of work would involve implementing a comprehensive Workers Compensation Case Management Review plan for approximately 1600 City of Springfield, IL. and 800 Sangamon County, IL. employees. Combined these two entities experienced the filing of approximately 300 work related injury claims. The employees in this group are involved in a wide range of job functions typical of governmental units.

DETAILED SPECIFICATIONS

Most patients and medical facilities would be located in Sangamon County, IL. Some travel outside Sangamon County may be required.

Required reports:

- 1. Short e-mail report after each Doctor visit by client.
- 2. Weekly written report on each client.
- 3. Monthly Safety Committee Meeting
- 4. Quarterly report and meeting to review each client file.

Staff requirements:

- 1. One (1) dedicated nurse case manager for City of Springfield clients.
- 2. One (1) dedicated nurse case manager for Sangamon County clients.
- 3. One (1) dedicated nurse backup case manager to be available on an as needed basis for either City of Springfield or Sangamon County clients.
- 4. The employees mentioned in items 1, 2 and 3 above must reside in Sangamon County.
- 5. One (1) case manager supervisor performing City of Springfield and Sangamon County specific supervisory functions.

The case manager supervisor will have the ability to make immediate decisions and coordinate with both the designated representatives assigned to administer confidential issues for the City of Springfield and Sangamon County.

The case manager supervisor will have immediate availability to meet with City of Springfield or Sangamon County, Directors, Department Heads, Managers or others to discuss return to work issues, treatment protocol, mechanism of injury, etc. The activities of the case manager supervisor should not interrupt the day to day activities of the dedicated nurse case manager.

Contract:

- 1. The contract term will be a 2 (two) year contract with a one year extension.
- 2. The contract will be a yearly flat fee contract inclusive of all costs.
- 3. Contract starting date will be December 1, 2011.
- 4. Specific contract terms will be negotiated with the selected firm before final contract signing.

Payment:

- 1. Itemized invoices for services performed will be submitted separately to the City of Springfield and Sangamon County on a monthly or quarterly basis.
- 2. Payment for all invoices will be received separately from the City of Springfield and Sangamon County.

RFP RESPONSE REQUIREMENTS

The following items must be included in all response to this RFP:

- 1. A detailed case management services plan specific to the City of Springfield and Sangamon County referencing reporting protocol, educational tools and all case management activity.
- 2. Percentage of Public Entity work in Illinois and the number of years experience with that work:
- 3. Contact information for three (3) entities with a similar sized employee base.
- 4. Detail any current or past employee and/or company affiliations involved with client investigation litigation or abuse to the Illinois Workers Compensation System.
- Resume of each current employee who will be specifically involved in the City of Springfield and Sangamon County Workers Compensation Case Management Review plan.
- 6. Job description and required qualifications for each position if new employees are too be hired specifically for the City of Springfield and Sangamon County Workers Compensation Case Management Review plan.
- 7. Responder's suggestions on cost containment methods and pricing alternatives.

WEIGHTED CRITERIA EVALUATION

Price Experience & Staff Service Plan Total Maximum Points 700 Points 250 points 50 Points 1000 Points

- 1. The responsive bidder with the lowest price will receive a maximum of 700 points. The second lowest responsive bidder will receive 650 points and the third lowest responsive bidder will receive 600 points and so on.
- 2. All bidders may receive "up to" 250 points for Experience & Staff as well as "up to" 50 points for a Service Plan.
- 3. All proposals will be evaluated by a review committee and points accessed. Only one Vendor will be chosen.

18-33

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SECTION III

CERTIFICATIONS AND SIGNATURE OF BIDDER

Proposal No. RFP # CC12-09 Date: September 16, 2011

1. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

2. The undersigned bidder certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

3. The undersigned hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for any taxes that are past due and is in compliance with that agreement, the bidder shall so state:

4. The undersigned bidder certifies that it is not delinquent in the payment of any past due fines, sales tax, small claims or liens administered by the City of Springfield.

5. The undersigned bidder hereby declares and agrees to make and comply with the commitments to provide equal employment opportunity in accordance with the requirements contained in 6 (c) of this document.

The undersigned bidder acknowledges and agrees that each of the certifications shall be incorporated into and made a part of the Invitation for Bids, Request for Proposals, Agreement, Contract, Amendment, Renewal or other similar documents to which these certifications are attached. Furthermore, the undersigned bidder certifies that they have read and understand the contents of this invitation and proposes offers and agrees that acceptance of this offer by signature of the Director of Office of Budget and Management will effectuate this agreement.

PURCHASER: CITY OF SPRINGFIELD

CONTRACTOR/BIDDER:

Name of business submitting this offer

Typed or printed name of person signing

Written Signature

Title

Date

Address

City/State/Zip

(____) Phone

Vendor's F.E.I.N. or Social Security Number



Office of Budget and Management Purchasing Department

CITY OF SPRINGFIELD, ILLINOIS

September 22, 2011

TO: ALL BIDDERS

SUBJECT: ADDENDUM #1 Contract Index#CC12-09 Workers Compensation Case Management Review

The following addendum information is provided:

Item 1. Addendum #1

Please process these items as follows:

Item 1. Please insert Addendum #1 in your proposal Section I.

Item 2. Please sign the Addendum Acknowledgement Form and insert it in your proposal at end of Section III. Failure to sign this acknowledgement may result in the rejection of your proposal.

If you have any questions concerning this acknowledgement, please contact me at 217-789-2205 Extension 238. I thank you for your interest in this project.

Sincerely,

Jay Wavering

Jay wavering Purchasing Agent

300 South Seventh • Room 200 • Springfield, Illinois 62701-1681 • (217) 789-2205 • Fax (217) 789-2207

•
ADDENDUM #1 CC12-09

Workers Compensation Case Management Review

All terms and conditions set forth in the original specifications and any previous Addenda remain in full force and effect except as amended herein.

Insert in Section I of your proposal book, insert : (b) deleting "must give the price of each and every item of the work bid, in figures" and replacing with "Price Quote must be made on a separate sheet in Section III and you must give the price of all the proposed work, in figures".

18-38

ADDENDUM#1 ACKNOWLEDGMENT

Each bidder shall acknowledge receipt of this Addendum by their signature below and shall include a copy of this Addendum Acknowledgment Form at the front of Section III of the REQUEST FOR PROPOSAL. Failure to do so will be sufficient cause to reject your bid.

CERTIFICATION BY BIDDER

The undersigned acknowledges receipt of this Addendum and certifies that the bid submitted is in accordance with the information, instructions and stipulations set forth herein. The changes identified in this addendum take precedence over anything to the contrary in the original specifications or other addenda issued for this project. All other terms and conditions of the original specifications and previous addenda remain in full force and effect.

NAME OF BUSINESS

BY:

TITLE:

(Title & Capacity of Person Signing)

DATE:__

Bradley Hammond

Ċ,

From:	Kuizin, Susan [Susan.Kuizin@cwlp.com]
Sent:	Friday, September 30, 2011 12:19 PM
To:	jo.malone@alarisgroup.com; jamie_kowalcyzk@corvel.com; micheile_simpson@corvel.com; sue_ashley-lakin@corvel.com; nancyd0723@gmail.com; pott@fortereview.com; jbeverlin@mmcsrehab.com; kmorris@mmcsrehab.com; sue@mmilncorp.com;
	bking@nursevalue.com; crogers@pdmrtw.com; vpolland@pdmrtw.com; lisa.rotskoff@sandhmms.com; angela.williamson@triunehg.com
Subject:	FW: Addendum #2 for RFP #CC12-09, Workers Compensation Case Management Review
Attachments:	AR-M355N_20110930_121741.pdf

Attached is the addendum #2 for RFP #CC12-09, Workers Compensation Case Management Review. If you have any question please feel free to call Jay Wavering at 217-789-2205 or e-mail him at jay.wavering@cwlp.com.

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Thank you

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Office of Budget and Management Purchasing Department City of Springfield, Illinois

September 30, 2011

TO: ALL BIDDERS

SUBJECT: ADDENDUM #2 Contract Index#CC12-09 Workers Compensation Case Management Review

We have received questions from several potential bidders. Therefore, the following addendum information is being provided to assist you as you prepare your proposal:

Item 1. Addendum #2

Please process this item as follows:

Please sign the Addendum Acknowledgement Form and insert it in your proposal at end of Section III. Failure to sign this acknowledgement may result in the rejection of your proposal.

If you have any questions concerning this acknowledgement, please contact me at 217-789-2205 Extension 238. I thank you for your interest in this project.

Sincerely,

Jay Wavering

Purchasing Agent

0 CEED 404-0

ADDENDUM #2 CC12-09 Norkers Componentian Case We

Workers Compensation Case Management Review

Response to RFP Inquiries

1. What were the actual number of worker compensation claims for the last three years and the associated cost of such claims, broken down by (1) Total costs; (2) Medical Costs; and (3) Indemnity Costs?

City of Springfield's Response

The actual number of workers compensation claims for the last three years Claims 1/1/08 to 8/31/11 = 786

The costs associated with workers compensation claims for the last three years, broken down by (1) Total costs; (2) Medical costs; (3) Indemnity costs

Claims 1/1/08 - 8/31/11 Valued as of 8/31/11

		Guisiannina		
		Cutstanding		53
1213552012233120332				la i
(EXRENSE	3687,934,49	5250,478.01	3529,442.50	
MEDICAL	35.942j421.7E	34,321,594.50	95,264,018.29	
MEEMDITY	54,596,073,25	54,073,333,42	58,769,407.85	;
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	39,444,069.01	\$5,780,348,14	\$0.00 \$\$15;234;617,45	Ş

Sangamon County's Response – During the period January 1, 2008 thru September 28, 2011, Sangamon County experienced 395 worker compensation claims. The total costs and claim types for these claims are detailed below.

Sangamon County Workers Compensation Claims 1/1/2008 thru 9/28/2011

Claim Type	# of Claims	Amount Paid	<u>Total Incurred</u>
Indemnity	107	\$1,998,555	\$2,992,400
Medical	171	\$136,445	\$143,386
Incident	<u>117</u>	<u>\$0</u>	<u> </u>
Total	395	\$2,135,000	\$3,135,786
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(Note: Total Incurred costs include outstanding reserves as of September 28, 2011)

City of Springfield's Response

The three (3) most common workers compensation injuries according to body part and diagnosis (i.e. low back strain, shoulder rotator cuff tear, carpal tunnel, etc.) for the city with numbers or percentages of total.

CCMSI's system captures data for this item by body part. I am able to pull diagnosis most treated by reviewing managed care data. Please note diagnosis information is developed from medical bills only.

MULTIPLE SZ:287/443.08 Stt;245/998.43 SD:00 SZ:287/443.08 SD:00 SZ:1898.65.00 SZ:1898.65.

<u>Diagnosis</u>

724.2 Lumbago

Body Part Detail

840.4 Rotator Cuff Sprain

847.2 Sprain Lumbar Region

Sangamon County's Response – The most common workers compensation injuries for Sangamon County during the period of January 1, 2008 thru September 28, 2011, are detailed below.

Bo	dy Part	Percentage	Diagnosis Perc	centage
1)	Multiple Body	Part 40%	1)Sprain/Strain	55%
2)	Back	18%	2)Contusion	12%
3)	Knee(s)	10%	3)All Other (NOC)	9%

3. During the past three years, what were the three most expensive claims according to body part and diagnosis and the total amount of each claim?

City of Springfield's Response

The three (3) most expensive workers compensation injuries according to body part and diagnosis (i.e. low back strain, shoulder rotator cuff tear, carpal tunnel, etc.) for the city with dollar totals for each type noted.

CCMSI's system captures data for this item by body part. I am able to pull diagnosis most treated by reviewing managed care data. Please note diagnosis information is developed from medical bills only.

Body Part Detail

MULTIPLE HODY PARTS	\$2,287;443.IIS	51-245 398.43 	50.00	15-255/41/149 15-255/41/149	<i>1</i> 94
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ishoulder (S)	54:0793 :44 47772'	B6Q5j7ŞB3İI	\$0.00'	5. (684. (60.05)	190

Diagnosis

722.0 Cervical disc displacement722.52 Lumbar/lumbosacal disc degeneration354.2 Ulnar nerve lesion

Sangamon County's Response – Sangamon County's three most expensive workers compensation claims during the period of January 1, 2008 thru September 28, 2011 are detailed below.

Injury	y Body Part	Diagnosis	Total Paid (as of 9/28/2011)
1	Back	Sprain/Strain	\$223,678
2	Shoulder/Arm	Sprain/Strain	\$214,709
3	Neck/Shoulde	r Sprain/Strain	\$159,592

4. What is the actual number of lost time claims for the last three years?

City of Springfield's Response

The actual number of workers compensation lost time claims for the last three years Claims 1/1/08 to 8/31/11 with TTD paid = 186

Sangamon County's Response – During the period of January 1, 2008 thru September 28, 2011, Sangamon County experienced 64 lost time claims.

5. Have there been any major layoffs with either the city or county since the time period of the 300 work related injury claims?

Response – Neither the City of Springfield nor Sangamon County have had major layoffs in the past three years.

6. Can you clarify who currently handles your case management at a yearly flat fee inclusive of all costs?

Response - This is a new initiative to jointly procure medical case management services for the City and County.

7. Can you clarify how many hours of case management are reported for telephonic case management and how many hours are for on-site case management over the past year?

Response - This is a new City/County initiative and the requested information is not available. The selected medical case management provider must be able to provide the appropriate level of follow up on all claims.

8. Can you clarify who would determine the need for case management or do all claims receive some form of case management?

Response - All claims (i.e., Form 45's) will be referred to the medical case management provider and must receive some form of follow up.

9. Can you confirm if the city and county have the same Third Party Administrator or who handles the claims administration for each?

Response - The City's TPA is CCMSI. The County's insurance carrier for workers compensation claims is the Illinois Public Risk Fund (IPRF). IPRF currently uses CCMSI to process claims, but the County does not control who IPRF uses as its TPA.

10. Will the vendor awarded this contract for case management work directly with the city and county's TPA or claim adjusters?

Response - Yes.

11. Do you have a separate vendor for vocational case management?

Sangamon County's Response - No

12. Can you clarify what vendor handles your bill review and if you have a PPO that case managers will need to take into consideration when working with injured workers? Is it the same vendor for both city and county?

Response - The City and the County currently do not have a PPO.

13. Should a responding company include: Utilization/Pre-Certification/Peer Review/Life Care Plans/Cost Projections, etc., as additional services if available and we can offer/provide the City/County with increased cost containment services?

Response – The City and County are only seeking medical case management services at this time. Responding companies may provide any information they believe is appropriate to respond to the RFP.

14. Regarding the staff below – are these staff in-house positions and/or can they be performed remotely?

Staff requirements:

- 1. One (1) dedicated nurse case manager for City of Springfield clients.
- 2. One (1) dedicated nurse case manager for Sangamon County clients.
- 3. One (1) dedicated nurse backup case manager to be available on an as needed basis for either City of Springfield or Sangamon County clients.
- 4. The employees mentioned in items 1, 2 and 3 above must reside in Sangamon County.
- 5. One (1) case manager supervisor performing City of Springfield and Sangamon County specific supervisory functions.

Response - Item #4 above answers this question for the three nurse case managers. Per the RFP, these employees "...must reside in Sangamon County." The case management supervisor is not required by the RFP to live in Sangamon County, but the RFP requires that this individual must be available to meet frequently with City and County officials in Springfield.

ADDENDUM#2 ACKNOWLEDGMENT

Each bidder shall acknowledge receipt of this Addendum by their signature below and shall include a copy of this Addendum Acknowledgment Form at the front of Section III of the REQUEST FOR PROPOSAL. Failure to do so will be sufficient cause to reject your bid.

CERTIFICATION BY BIDDER

The undersigned acknowledges receipt of this Addendum and certifies that the bid submitted is in accordance with the information, instructions and stipulations set forth herein. The changes identified in this addendum take precedence over anything to the contrary in the original specifications or other addenda issued for this project. All other terms and conditions of the original specifications and previous addenda remain in full force and effect.

NAME OF BUSINESS

BY:

TITLE:

(Title & Capacity of Person Signing)

8-410

DATE:

18-47



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TRIUNE Health group

Workers Compensation Case Management Review Proposal #CC12-09









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Executive Summary

Greetings!

As an Illinois owned and operated company, no one cares for Illinois workers better than us here at TRIUNE Health Group. Twenty-one years ago, our company was founded with the philosophy that caring for each individual we served and treating them with dignity and respect would make us truly unique in this world today. Every person of every customer we serve deserves the best we can offer; the best service, the best attention, the best possible outcomes. Our mission of 'People helping people' is a constant reminder that excellence comes from the dedication and experience of our people helping each of you.

We have expanded throughout this great state of Illinois, the land of Abraham Lincoln, by finding the best professionals, asking them to join our team, and then providing them with the tools they need to do their job better than anyone else. Sometimes these tools are technological, which is why we earned a reputation for innovation even in the Worker's Compensation market, and sometimes these tools comprise intellectual or human training which is why they voted us one of the Top 20 Places to Work in 2010 Crain's Business.

We are experts at solving problems and will do whatever it takes to make sure you, and all the employees of the City of Springfield and Sangamon County are well cared for. After all, even more than a company of experts, we are a company of People Helping People and we are grateful for all that you do. You, like us, are Illinois people serving other Illinois people. You know what it means to speak about the 'land of Lincoln' with pride and honor in the forefather who bore that name.

As the largest employer in Sangamon County IL, the County Government seeks to provide the best quality service to its people who are in turn providing service to the individual members of the county it serves. And as members of the City of Springfield, IL, you also know that there 'really IS only one Springfield that anyone should care about', and its Springfield, Illinois. That's why TRIUNE Health Group is such a fit.

Given the chance to work with you, in caring for the health and injuries of all the employees of the City of Springfield and Sangamon County, we are confident that you will find all the best quality and attention that a family owned and operated, Illinois company, has to offer. We are proud of the opportunity to bid on the project and look forward to hearing what you would like our next steps to be.

Sincerel Manf anne Ugs Mary Anne Yep

Christopher Mary Anne Yer President Vice-President

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Corporate Governance

Articles of Incorporation:

TRIUNE Health Group Ltd, is a privately held for-profit corporation, incorporated in the State of Illinois.

Board of Directors & Advisors:

Currently there is a team of individuals who share this status without an official arrangement with the Executive Team of TRIUNE Health Group. Their role is to provide expertise along with strategic thinking. As such, the Board of Directors serves our corporation by monitoring internal policies and procedures, and advising the direction of the corporation towards the ends which have hereto been stated, id est, the best interests of its stakeholders with a sense of qualified business acumen, objectivity, accountability, and integrity.

Directors & Officers:

President & Chief Executive Officer Vice President & Chief Personnel Officer Chief Operations Officer Director Business & Financial Development Director, Finance Director, Sales & Marketing Christopher J. Yep MaryAnne Yep James J. Yep Thomas G. Yep Joshua Brown Allison Hanson

Management Team:

Manager, Medical Case Management Manager, Strategic Initiatives Manager, Vocational Rehabilitation Human Resources James J. Yep Nathen Larsen Stephen Sprauer Kyle Dardis

History at a Glance:

TRIUNE Health Group first became a reality on October 7, 1990 with the formation of Disability Management Network in Rockford Illinois. Based on a reputation of honesty, fairness, and results, TRIUNE Health Group grew quickly. Beginning as a provider of Vocational and Medical Management Services, the company now offers a variety of products and solutions to prevent injuries and illnesses, as well as maintain and regain employee health.

In reaching its fifth major expansion, the company introduced its multifaceted approach to Health and Productivity by providing programs to meet the needs of the total person. With this enhanced approach to solving the needs of employers, a new company identity was introduced. Thus, on October 7, 2007, 17 years after its beginning, Disability Management Network became TRIUNE Health Group.

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On October 7, 2010, TRIUNE Health Group reached a new milestone: 20 years of People Helping People.

Now in our 21st year, the vision and geography of TRIUNE Health Group continues to expand. Growing from a local injury management company which started 20 years ago, TRIUNE Health Group now reaches out nationally with the goal of restoration of the human person--physically, emotionally, and even spiritually--thus allowing for the strengthening of our very culture.

Now serving 37 states, TRIUNE Health Group does this by providing services that will ultimately build stronger companies by building healthier individuals.

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Business Model

TRIUNE Health Group continues to lead the industry with innovative solutions relating to all the needs of employee health, from Worker's Comp to Major Medical. Escalating workers' compensation and healthcare costs being placed on Employers demands solutions from providers such as TRIUNE Health Group to manage the total continuum of employer-employee related health care costs.

TRIUNE Health Group offers professionals and expert services that reduce workers' compensation costs through proactive medical treatment plans and return to work programs — all advocating care for injured employees. Our proprietary solutions are tailored to each customer's specific risk management program.

Our team manages total health care costs while providing industry-leading service. We offer the flexibility of a local solution with the resources of a world class institution. Our suite of services is ideal for employers who are looking for an effective way to control all employee health related costs because our health benefit solutions allow you to serve your employees while managing the cost of health care effectively. We offer an extensive variety of products for large, medium and small businesses including, employee health benefit plans and value-added services that can be tailored to meet your organization's specific needs.

Customized solutions are the foundation of TRIUNE Health Group comprehensive integrated solution for employers of all sizes to manage their total employee health care related costs.

Worker's Compensation Solutions:

- Medical Case Management
- Telephonic Case Management
- 24/7 Triage
- Integrated Disability
- Medicare Set-Asides
- Utilization Review
- Vocational Rehabilitation
- Bill Auditing & Bill Review
- Occupational Health
- Employee Assistance

Major Medical Solutions:

- Health & Wellness
- Health Risk Assessments
- 24/7 Triage
- Integrated Disability
- Disease Management
- Lifestyle Management
- Personal Self-Care Plan
- Executive Coaching
- Employee Assistance
- Flu Shot Clinics

We are experts in Health Care Management. Our staff works diligently to reduce the number of injuries, improve Health and Wellness, and lower the costs for Healthcare and Workers' Compensation. We help people recover more quickly from injuries and illness and restore their ability to return to work, we find people jobs. We help companies succeed by improving productivity and efficiency creating happier work places and improving life balance. TRIUNE Health Group is a mission-driven company whose success comes from improving the lives and business of each person with whom we work.

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Employers report an increase in employee performance working with TRIUNE Health Group.

- "I wish all of my patients had the benefit of a nurse from this company."
- "I never thought I would be able to work again."

Representative List of Current Client Portfolio*:

Accident Fund Acuity Insurance Advocate Lutheran General Hospital AIG Claim Services, Inc. Allstate American Country Insurance Amerisure Archer Daniels Argo Group Auto Owners Insurance Badger Mutual Berkley Risk Administrators Company Broadspire Catholic Mutual Group CCMSI CHA Chartis Insurance Chicago Bears Chicago Tribune Chubb Insurance Church Mutual Insurance Cincinnati Insurance City of Chicago

City of Chicago - Police/Fire CNA Global Country Mutual Insurance Crum and Forster EMC Insurance Employers ESIS Gallagher Bassett Services, Inc. General Casualty Insurance Grange Insurance Hartford Hyatt Regency O'Hare IHA IPRF IRMA Indiana Insurance Lake Forest Hospital Liberty Mutual Insurance Company Midwest Insurance Company National Specialty Insurance Nestle Purina PetCare Nordstrom, Inc. NovaPro Risk Solutions, LP

Pekin Insurance Company **OBE** Americas Safeco Industries Secura Insurance Sedgwick Claims Management Sentry Insurance Society Insurance Specialty Risk Services St. Paul Traveler State Farm Insurance SwedishAmerican Hospital Tower Group Companies Travelers Insurance U.S. Department of Labor United Fire & Casualty United Heartland University of Illinois Wausau Insurance West Bend Mutual Insurance XChanging YMCA York Claims Service, Inc. Zurich N.A.

*Current portfolio of clients includes approximately 600 entities.

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RFP Response Requirements

- 1. Case Management Services Plan
- 2. Public Entity Work in Illinois
- 3. Client References
- 4. Current/Past Litigation
- 5. Curriculum Vitae of Key Personnel
- 6. Job descriptions & New Hire Qualifications
- 7. Cost Containment Suggestions
- 8. Pricing Proposal

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Case Management Services Plan

It can happen to any employee and even one of us, at any time, and without warning. An unexpected accident or a disabling illness. For either, we are suddenly thrown into a world of uncertainty, with little knowledge of what to do or how to get out.

You can trust our nurses to lead you through.

What separates our expert Medical Case Management staff from others is the fact that we do it right the first time. Knowledge, dedication, commitment, reputation, and ethics all combine to help the injured and disabled individual return to a productive lifestyle.

Our nurses are known and respected in the industry for their quality, expertise and resultsoriented approach to case management. Our presence is not only welcomed by medical professionals but often sought out to build a team dedicated to recovery. We get results.

A disability is costly. Measured in terms of a disrupted life, lost productivity, and medical expenses, effective case management changes this. By reducing the impact of the injury, we reduce costs. Our nurses specialize in caring for short and long term needs, for surgical and non-surgical injuries, from the frustratingly simple to the most catastrophic of injuries, we work hard to make a difference.

Service Model for the City of Springfield, IL and Sangamon County, IL

Reporting Protocol:

TRIUNE Health Group leads the industry in Medical Case Management, and so each of the core customer expectations which include:

- Immediate email updates following each provider visit
- Weekly summary reports of each open claim
- Attendance at monthly safety meetings
- Quarterly Summary Report
- Quarterly File Reviews of each injured individual

... are already metrics and aspects the internal reporting guidelines with which we serve each of our customers.

Educational Tools:

TRIUNE Health Group's corporate mission to our customers is to collaborate collectively on all areas of industry trends compared with our customers personal risk management and cost containment strategies. It is our belief that as our customer relationships develop that we become an intrinsic part of their management group in identifying creative and new approaches. This aids in reducing the global liability for the customer and keeping them on the front edge of the industry, while educating each team member on the ethical and clear comparative choices each customer may have.

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Our client based educational tools are chosen and developed based on the individual customer's needs and adapted to their workforce for effective training and implementation. Past educational offerings have included, but are not limited to:

- Loss Run Analysis with targeted training programs
- Illinois Workers Comp 101
- The Top Ten Ways An Employer Can Screw Up A Claim
- Factors to Consider in Trial V. Settlement In A Worker's Compensation Claim
- Blood Borne Pathogens
- Hearing Conservation
- Multicultural Issues Surrounding Workers' Compensation Claims
- Accommodating Temporary Work
 Restrictions
- Male Health Topics
- Female Health Topics
- Wellness Initiatives
- Ouch! Our WC Injuries Really Hurt! But They Don't Have To...

Medical Case Management Activity:

- Cost's of a Workers Compensation . Claim (employee or managers)
- Targeting Your Injuries in a Wellness Safety Program
- Lifting Techniques
- Back and Spine Injuries
- Repetitive Trauma Injuries
- FMLA/LOA
- Short Term Disability
- Integrating Group Medical and Workers Compensation Programs.
- Employee Medical Accountability
- Identifying Cost Savings in a Medical Claim
- Identifying the ROI in Workers Compensation Claims
- Lunch and Learns on Any Medical
 Diagnosis Group
- Bill Auditing and Bill Review Industry
 Changes

Components of the Program include but are not limited to:

- Medical Nurse Case Management
- Task Assignments
- Vocational / Ergonomic Job Analysis
- Utilization Review Utilization Management
- Bill Auditing Bill Re-pricing Service Platform
- Specialty Network Accessibility
- PPO/PPP Directed Provider Care Network Access

Standard Goals of TRIUNE Health Group's Medical Case Management Team

- Identify appropriate medical case management interventions.
- Facilitate timely RTW.
- Facilitate appropriate timely treatment.
- Facilitate injured worker treatment compliance.
- Assist in Setting accurate reserves and identifying potential risks.
- Decrease Direct and Indirect Workers Compensation Costs.
- Identify Alternative Cost Containment Services and Access

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New Case Referrals Medical Management Processes

- 1. New Case Referral and intake, with initial assessment completed within 48-72 hrs.
- 2. HIPAA forms (Medical Records Authorization and Privacy Notice) sent within 24 hrs.
- 3. Request and review available medical records (Confirm completion of HIPAA form).
- 4. Contact injured worker timely to assess current health status, treatment compliance and return to work opportunities.
- 5. Complete *One Touch* with each client weekly (One Touch is a proprietary personal contact with each client minimally each week to ensure proactive management)
- 6. Contact Health Care Providers timely
 - a) Confirm diagnosis and current health status
 - b) Obtain current treatment plan and medical records.
 - c) Coordinate rehabilitation and return to work plan.
- 7. Utilize MDA guidelines and provide Estimated Length of Disability (ELOD) to employer. and account.
- 8. Assess the need for second opinion or Independent Medical Evaluation (IME).
- 9. Evaluate the need for Field Case Management (FCM) appointments to be attended, assess appropriateness and set outcomes of each attendance with goals defined.
- 10. Communicate timely with Employee, Employee/supervisor and Claim Adjuster (in compliance with account specific special handling instructions).
- 11. Proprietary Triune Return to Work (RTW) Status forms or customer specific forms will be utilized when requesting health status and return to work progress information.
- 12. Proprietary Triune Employer Job Description will be utilized to facilitate RTW unless furnished by customer.
- 13. Coordinate TASK assignments of other cost reduction services like Utilization Review, Vocational rehabilitation, catastrophic management, bill auditing bill review, Medicare Set Aside Agreements (MSA's), specialty networks or PPO/PPP provider initiatives with customer and claim adjusters as needed.
- 14. Maintain ongoing communication with Employee, Employer and Medical Providers to facilitate a timely RTW and successful rehabilitation.







- 15. Provide Estimated Length of Disability (ELOD) and target RTW updates with and without restrictions.
- 16. Manage return to work restrictions and Light Duty employer availability with customer and management staff.
- 17. Complete 30 day reviews with claim adjuster to determine the need for ongoing 30 days of field case management.

18. Field Case Management Reports

- a) TCM Initial Report completed within 48 to 72 hours.
- b) Triune confidential Email Alerts sent as determined by case management activity and special customer expectations.
- c) Triune confidential Email Alerts sent on all TCM Case Management file closures.
- d) RTW Status Reports sent to adjuster with access to Life Touch Documents.
- 19. Life Touch Data base access: Access to Nurse TCM Notes and Documents with view capabilities.

20. Quarterly Outcome Reports (as specified by account).

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Public Entity Work in Illinois

Institution Name	Website	Service Capacity	Years of Service
Village of Jerome	www.villageofjerome.com/	Medical Case Management, Field	2
Village of Barry	www.barryil.org/	Medical Case Management, Field	2
Illinois Public Risk Fund	www.iprf.com/	Medical Case Management, Field & Telephonic, Utilization Review, Vocational Rehabilitation	7
Illinois Hospital Association	www.ihatoday.org/	Medical Case Management, Field & Telephonic Utilization Review, Vocational Rehabilitation	. 6
Illinois Risk Management Association	www.irmarisk.org/	Medical Case Management, Field & Telephonic Utilization Review, Vocational Rehabilitation	7
Rockford Board of Education	www.rockfordschools.org/	Medical Case Management, Field & Telephonic Utilization Review, Vocational Rehabilitation Corporate Wellness	12
Rockford School		Medical Case Management, Field & Telephonic Vocational Rehabilitation	12
University of Illinois	http://illinois.edu/	Medical Case Management, Field & Telephonic Vocational Rehabilitation	2
Park District Risk Management Association	www.pdrma.org	Medical Case Management, Field & Telephonic, Vocational Rehabilitation	4
Cook County	blog.cookcountygov.com/	Medical Case Management, Field & Telephonic	5
City of Chicago <u>www.cityofchicago.org</u>		Medical Case Management, Field & Telephonic Vocational Rehabilitation	10
City of Chicago Police/Fire	www.cityofchicago.org	Medical Case Management, Field & Telephonic Vocational Rehabilitation	10

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	T R I U I HEALTH GI	N E Roup	
Chicago Park District	www.chicagoparkdistrict.com/	Medical Case Management, Field & Telephonic	5
Chicago Housing Authority	www.thecha.org/	Medical Case Management, Field & Telephonic	5
Social Security Administration	www.ssa.gov	Medical Case Management, Field & Telephonic Vocational Rehabilitation	20

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Client References

Please find listed business professionals who currently are being served by TRIUNE Health Group and whom have volunteered to speak with you regarding the superior quality and success which they have experienced through their relationship with our company.

Denise Knoblauch RN BSN COHN-S/CM

OSF St. Francis Hospital, Peoria IL Clinical Case Manager/Ambulatory Lead Green Belt Center for Occupational Health Phone: 309-624-4717 (COH) Phone: 309-624-2230 Fax: 309-624-4713

The Village of Jerome

Robyn O'Dell, CCMSI 1815 S. Main Eureka IL 61530 Telephone: (309) 620-8337 Fax: 217 444 2779 E mail: rodell@ccmsi.com

The City of Barry

Robyn O'Dell, CCMSI 1815 S. Main Eureka IL 61530 Telephone: (309) 620-8337 Fax: 217 444 2779 E mail: rodell@ccmsi.com

Cindy Thompson, Director, Compensation & Benefit Services Swedish American Health System Rockford IL 61114 E-Mail: cthompson@swedishamerican.org Phone: (815) 489-4657

Jennie Lindstrom

Rockford Public Schools Disability Specialist/Workers Compensation 201 South Madison Street Rockford, IL 61104 815.966.3908

If you should have any questions, or would like for us to take ownership of setting up an interview with them, please request it.

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Current/Past Litigation

There is no current or past employee and/or company affiliations involved with client investigation litigation or abuse to the Illinois Worker's Compensation System.

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Curriculum Vitae of Key Personnel

Christopher J. Yep MS, CRC, LCPC President and Chief Executive Officer

Christopher has over 30 years in the field of Vocational Rehabilitation Management. He completed a Masters Degree in Vocational Rehabilitation Counseling at the Illinois Institute of Technology and is currently a Certified Rehabilitation Counselor and a Licensed Professional Clinical Counselor. His experience includes managing multi-state operations for a national case management company as well as overseeing product development, quality of service, and marketing. Working in private rehabilitation for 20 years, Chris has also had experience as a Vocational Rehabilitation Consultant and as a Vocational Expert; certified by the Social Security Administration. Christopher is President and CEO of TRIUNE Health Group, LTD. He, and his wife of 38 years, Mary Anne, are co-owners of TRIUNE Health Group, LTD.

Mary Anne Yep BSN

Vice President & Chief Personnel Officer

Mary Anne is a graduate of St. Xavier University, Chicago, Illinois, where she earned her Bachelor of Science Degree in Nursing. Her clinical experiences include medical-surgical, pediatrics, and labor and delivery at major Chicago area hospitals where she has held both staff and leadership positions. Mary Anne took a hiatus from nursing to raise her family of 10 children; 4 of which are now married, 2 who are studying for the Catholic priesthood, and 2 who are college students. Mary Anne and her husband Chris are also the proud grandparents of 13 grandchildren. Mary Anne has also served as an executive administrative assistant, and event planner for an international religious organization, in addition to serving as co-owner and Vice President for TRIUNE Health Group. Her current responsibilities include directing all personnel and professional development, as well as guiding administrative functions on a corporate level.

James J. Yep BA Chief Operating Officer

James is a graduate of Loras College in Dubuque, Iowa, where he earned a Bachelor of Arts Degree in Human Resource Management, and where he also served as President of the Student Chapter for the Society for Human Resource Managers. He worked for several years in Human Resource Management in an industrial setting, before joining TRIUNE Health Group in 1998. Soon, because of his natural ability in the Computer Sciences, James led a technology team in the development and implementation of TRIUNE Health Group's proprietary Case Management and Business Software program known as Life Touch. James was promoted to Manager of the Medical Department, as his extensive years of experience building the software applications that serve our nurses the best and make their job more efficient and easier to manage, positioned him to help our Case Managers become the medical and technological leaders in the industry. James also holds the title of Chief Operating Officer, which allows him to evaluate and advise the owners on all matters of service and customer relations.

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Thomas G. Yep BA, MBA Director of Business and Financial Development

A graduate of the University of Dallas, Thomas earned a degree in Political Philosophy and International Studies. His areas of study includes international business, communications, and corporate law and he has spent time studying abroad, He is conversant in Spanish. Work experience includes several years working at the World Trade Center Chicago, where he served as Director of Corporate Marketing and International Communications, and special assistant to the Chairman. He was also responsible for the coordination and planning of key events for international dignitaries and business executives. Thomas earned his Masters in Business Administration from Loyola University Chicago and currently holds responsibilities for business development overseeing strategic marketing initiatives.

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City of Springfield, IL and Sangamon County, IL Project Supervisor: JODI MacEWAN

QUALIFICATIONS

- Many years experience in medical case management and workers' compensation.
- Provide proactive case management intervention with injured workers, insurance carriers, employers, and physicians with the goal of a timely return to work.
- Excellent communication, organizational, and analytical skills.
- Extremely knowledgeable in industry literature.

PROFESSIONAL EXPERIENCE

TRIUNE Health Group Oak Brook, IL

Nurse Case Manager, 2008 – Present

Independent Medical Case Manager Normal, IL

Independent Medical Case Manager

- Provided field case and telephonic management services with proven success in identification and evaluation of delays in care with the goal of timely return to work.
- Worked closely with all parties involved in the medical case management of injured workers, including physicians, attorneys, and claim representatives with goals of timely return to work or identification of end of healing.
- Administrative responsibilities and billing.

CHD Meridian Healthcare at Mitsubishi Motors of North America Normal, IL

Occupational Health Nurse

- Provided occupational and acute care with an element of workers' compensation case .
 management.
- Promotion of corporate wellness and prevention initiatives.

MMI of Illinois Peoria, IL

Field Case Manager

- Provided field case management of workers' compensation claims.
- Proactive intervention with all involved in the medical management of the individual with the ultimate goal of a successful return to work.

Concentra Care Management Services Jacksonville, FL

Field Case Manager

- Provided field case management services on a per diem basis.
- Assisted staff with coverage and discussed file direction with the goal of successful and timely return to work for injured workers.

S & H Medical Management Services, Inc.

Nursing Supervisor/Medical Case Manager

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- Provided workers' compensation case management services.
- Promoted to Nursing Supervisor.
- Responsible for quality control of reports, letters and e-mails prepared by nursing staff.
- Conducted case staffing to ensure file movement towards goal of achieving maximum medical improvement and timely return to work progression.
- Additional responsibilities included participation in ongoing assessment and evaluation of staff to ensure policy and procedure compliance.

CorVel Corporation

Field Case Manager

- Provided field case management services for workers' compensation claims.
- Worked with long-term disability and group health claims.

OSF, Inc. Medical Group

Staff Nurse, Physician Office

- Provided professional nursing care in multi-physician group practice.
- Served as triage nurse
- Provided patient education.

Chestnut Health Systems

Case Manager, Triage Counselor

- Provided telephone intakes and case management for Employee Assistance Program.
- Provided front line crisis counseling.

Addiction Recovery Center, Proctor Hospital

- Assistant Nursing Coordinator/Staff Nurse
- Staff Nurse on medical/surgical units.
- Promoted to Assistant Nursing Coordinator of Addiction Recovery Center.

EDUCATION

- Bachelor of Science in Nursing (High Honors)
 University of Illinois, Springfield, IL
- Associates of Applied Science in Nursing Illinois Central College, East Peoria, IL

CERTIFICATIONS

- Professional Registered Nurse, State of Illinois
- Professional Registered Nurse, State of Florida
- Certified Case Manager

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Sangamon County, IL Dedicated Registered Nurse (RN): ANGELA WILLIAMSON

OUALIFICATIONS

- Many years experience as a Field Case Manager providing catastrophic, orthopedic, neurological and general rehabilitation case management.
- Provide cost effective medical interventions maximizing resources for optimal outcomes in recovery, rehabilitation, and return to work.
- Business Owner for 10 plus years managing catastrophic nurse case managers, financial affairs, and marketing.
- Provide assessment, planning, coordination, and implementation of a goal-directed case plan for injured workers.

Unit, 1985

1981 - 1985

Corvel, St. Louis, MO

Field Specialist I, 1992 – 1993

Field Specialist II, 1985 – 1992

Nurse Case Manager

Nurse Case Manager

St. John's Hospital, Springfield, IL

Staff Nurse, Medical Surgical Unit, 1981

Humana Hospital, Pompano Beach, FL Staff Nurse, Intensive Care Unit, 1981

Memorial Medical Center, Springfield, IL

Staff Nurse, Acute Psychiatric Unit, 1979-1981

Travel Nurse

Intracorp (CIGNA Companies), Chicago, IL

Seminole Community Hospital, Largo, FL Staff Nurse, Emergency Room and Intensive Care

Staff/Charge Nurse, Coronary Pulmonary Unit,

PROFESSIONAL EXPERIENCE

TRIUNE Health Group Oak Brook, IL Nurse Case Manager, 2010 - Present

CareAllies (Cigna Companies), Norcross, GA Complex Medical Case Manager, 2009 – 2010 Telephonic

Intracorp (CIGNA Companies). Chicago, IL Field Specialist II, 2004-2009

- Catastrophic Nurse Case Manager
- Ergonomics Assessor
- Certified Registered Rehabilitation Nurse

MHMS, Inc., Petersburg, IL

Owner, 1993 – 2005

Catastrophic Nurse Case Manager

Springfield Clinic, Springfield, IL (Contract through MHMS, Inc.)

Director of Case Management Development and Senior Marketing Coordinator for Occupational Medicine, 1998 - 1999

Catastrophic Nurse Case Manager

EDUCATION

Registered Nurse, Illinois and Florida PMAH School of Nursing, Jacksonville, IL

CERTIFICATIONS

- Certified Case Manager
- Certified Registered Rehabilitation Nurse
- CPR/AED for professional Rescuer and Healthcare Provider
- Certified in ergonomics assessment (internal certification at former employer)

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City of Springfield, IL Dedicated Registered Nurse (RN) : At this time, TRIUNE Health Group will plan to hire an additional nurse according to the requirements of this RFP.

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Job descriptions & New Hire Qualifications

Job Title: Nurse Case Manager Job Status: Exempt Reports To: Manager of Medical Services Supervisory Responsibilities: None

I. Summary of Position:

The Nurse Case Manager coordinates resources and creates flexible cost effective options for catastrophically or chronically ill or injured individuals to facilitate quality individualized holistic treatment goals, including timely return to work when appropriate.

Π . Essential Duties and Responsibilities:

- Provide medical case management to individuals through coordination with the patient, physicians, other health care providers, the employer and the referral source.
- Utilize the steps of Case Management to provide assessment, planning, implementation, evaluation and outcome of individual's progress.
- Evaluate individual treatment plan for appropriateness, medical necessity, and cost effectiveness.
- Facilitates care such as negotiating and coordinating the delivery of durable medical equipment and home health services.
- Assess rehabilitation facilities for appropriateness of care, facilitate transportation, and coordinates architectural assessment of patients home when required.
- Read extensively and stay current with medical terminology and the federal and state law relating to health care, Workers Compensation, ADA, HIPPA, FMLA, STD, LTD, SSDI, SSA.
- Utilize technology (computer, cell phone, fax and scanning machine) to prepare organized, timely reports while complying with safety rules and regulations in conjunction with HIPPA.
- Research medical and community resources for individuals with catastrophic or chronic diagnoses such as but not limited to AIDS, cancer, spinal cord injuries, diabetes, head injuries, back injuries, hand injuries, burns, etc
- Posses a valid driver's license with the ability to travel 90% of the time.
- Perform other duties as assigned.

III. Job Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty, satisfactorily. The requirements listed below are representative of the knowledge, skill, and or/ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Skills and Abilities:

- Proven leadership skills.
- Excellent verbal and written communication skills, including the ability to interact well with customers, and fellow employees via the phone, email, in-person, and formal presentations.
- Methodical in accomplishing job related goals.

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- Strong analytical and organizational skills, including the ability to multitask with attention to detail.
- In-depth knowledge of multi-software packages, most notably Microsoft Office Suite (mainly Word, Excel, PowerPoint, Outlook) and the Internet.
- Maintain a friendly, professional attitude at all times.
- Exercise initiative and be solution oriented, while keeping Management up-to-date on current situations or opportunities.
- Dependability and adaptability.

Education and Experience:

- Graduate of an accredited school of nursing.
- Current RN licensure in the state of operation.
- Three or more years of recent clinical experience, preferably in the areas of trauma, psychology, emergency, orthopedics, rehabilitation, occupational health and neurology.

Certificates, Licenses, Registrations: While not mandatory, an individual with one or a combination of the following certifications is preferred: COHN, COHN-S, CCM, and CDMS.

IV. Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical	Not Present	Occasional	Frequent
Sitting			X
Standing			X
Walking			X
Reaching			X
Handling	· · ·		X
Fingering	•		X
Exert Force to 20lbs.		X	
Exert Force to 10lbs.			X
Talking			X
Hearing			X

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Cost Containment Strategies

Managed Care:

- PPO/PPP Networks (Largest New PPP Provider Access)
- PBM Networks
- IME Networks
- Occupational Clinic Networks
- Bill Auditing (low fee per bill cost)
- Bill Review Re-pricing (Percentage of savings taken only below state fee schedules)
- Peer Reviews
- Specialty Networks
- Short Term Disability Program Management

Medical Case Management

- Early Intervention
- Early Intervention Triage Management
- Telephonic Case Management
- Field Case Management
- Catastrophic Care Management
- Utilization Review Management
- Peer to Peer Reviews
- Pre-certifications
- Medical Treatment Guidelines
- Disease Management

Vocational Rehabilitation

- Vocational Analysis
- Return to Work Programs
- Market Research/Employer Sampling
- Job Analysis/Ergonomic Assessments
- Vocational Impact Projections (VIP)
- Job Placement/Training Coordination
- Expert Testimony
- Consultation

Risk Management

- Integrated Claims Handling
- Safety Programs
- Early Intervention Triage Management
- Preferred Occupational Provider Specialties
- Alternative Duty Programs
- Accident Investigation

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Pricing Proposal

TRIUNE Health Group has provided a quote for an initial term of 1 year, as requested specifically by the City of Springfield, IL and Sangamon County, IL RFP. The price is fixed for the first year and will cover all costs for the Workers Compensation Case Management Review.

One dedicated Nurse Case Manager for the City of Springfield One dedicated Nurse Case Manager for the City of Springfield One dedicated Nurse Case Manager Backup One Nurse Case Manager Supervisor

\$265,418.00 USD

TRIUNE Health Group's intention in submitting this proposal is to obtain a contractual agreement with the City of Springfield, IL and Sangamon County, IL to provide Worker's Compensation Case Management Review.

The contract term will be 2 (two) year contract with a one year extension.

The annual rate, quoted above, is fixed for the first two years of the contract with 4% increase to accommodate inflation applied to the one year extension.

The contract will be a annual flat fee inclusive of all costs:

The contract starting date will be December 1, 2011.

All other specific contractual terms will be negotiated before the final contract signing.

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Notice of Confidentiality

TRIUNE Health Group Ltd. is submitting this proposal specifically to assist the *City of Springfield, IL and Sangamon County, IL* in the evaluation of TRIUNE Health Group Ltd. Managed Care capabilities. It is our understanding that this proposal which contains confidential and proprietary information will be viewed only by the *City of Springfield, IL and Sangamon County, IL* for the purpose of such evaluation on a strict need to know basis only; and will not be shared with or used by any other individuals without the express written consent of TRIUNE Health Group Ltd.

Representatives of the *City of Springfield*, *IL and Sangamon County*, *IL* agree to hold in confidence any information obtained relating to the business of TRIUNE Health Group Ltd. and agree to instruct your employees to keep all information strictly confidential in the same manner in which you maintain your own confidential and proprietary information. Representatives of the *City of Springfield*, *IL and Sangamon County*, *IL* also agree to not directly or indirectly disclose to any other person, firm or corporation any of the information, including, but not limited to; customer information, personal information, sales and pricing information, training programs, materials manuals and procedures, systems methods, ideas, or processes of any product or service provided by TRIUNE Health Group Ltd. as described in our proposal.

Should the Representatives of the *City of Springfield, IL and Sangamon County, IL* disagree with our understanding relative to the sharing of information as contained in this document, please notify TRIUNE Health Group Ltd. and return the information prior to the initiation of furthering this process. TRIUNE Health Group Ltd. submission of this information to you is contingent on your agreement to maintain the confidentiality of such information and to use such information solely as provided in this Confidentiality Statement. Absence of contact with TRIUNE Health Group's staff will indicate full agreement with all aspects of this statement.

This proposal and any attachments affixed hereto and made a part hereto embodies the entire understanding between the Parties and supersedes all previous negotiations, representations, writings and agreements, written, or oral, with respect to the subject matter herein. Any term or conflicting terms or conditions contained in any other document pursuant to the subject matter herein are hereby abrogated. Representatives of the *City of Springfield, IL and Sangamon County, IL* agree with TRIUNE Health Group that this proposal shall not be altered, amended or modified, except in writing that is signed by an authorized representative of both Parties.

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ADDENDÚM#2 ACKNOWLEDGMENT

Bach bidder shall acknowledge receipt of this Addendum by their signature below and shall include a copy of this Addendum Acknowledgment Form at the front of Section III of the REQUEST FOR PROPOSAL. Failure to do so will be sufficient cause to reject your bid.

CERTIFICATION BY BIDDER

The undersigned acknowledges receipt of this Addendum and certifies that the bid submitted is in accordance with the information, instructions and stipulations set forth herein. The changes identified in this addendum take precedence over anything to the contrary in the original specifications or other addenda issued for this project. All other terms and conditions of the original specifications and previous addenda remain in full force and effect.

TRIVINE HEARTH GAMP NAME OF BUSTNESS BY:

(Title & Capacity of Person Signing) TITLE: 10/6/200 DATE:

0

SECTION III

CERTIFICATIONS AND SIGNATURE OF BIDDER

Proposal No. RFP # CC12-09 Date: September 16, 2011

1. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

2. The undersigned bidder certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

3. The undersigned hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for any taxes that are past due and is in compliance with that agreement, the bidder shall so state:

4. The undersigned bidder certifies that it is not delinquent in the payment of any past due fines, sales tax, small claims or liens administered by the City of Springfield.

5. The undersigned bidder hereby declares and agrees to make and comply with the commitments to provide equal employment opportunity in accordance with the requirements contained in 6 (c) of this document.

The undersigned bidder acknowledges and agrees that each of the certifications shall be incorporated into and made a part of the Invitation for Bids, Request for Proposals, Agreement, Contract, Amendment, Renewal or other similar documents to which these certifications are attached. Furthermore, the undersigned bidder certifies that they have read and understand the contents of this invitation and proposes offers and agrees that acceptance of this offer by signature of the Director of Office of Budget and Management will effectuate this agreement.

PURCHASER: CITY OF SPRINGFIELD

CONTRACTOR/BIDDER:

TRIVHE HEARTH GROV

Name of business submitting this offer

CHRISTOPHER Л Typed or printed name of person signing

Written Signature

PRESIDES. Title

Date

<u>SUITE 300</u> eie BLUD 1100 Address

City/State/Zip

(. 800) Phone 633 0889

36-3838925

Vendor's F.E.I.N. or Social Security Number



Submitted





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Workers Compensation Case Management Review Proposal #CC12-09 FINAL Questions

Springfield Criwon Springerein Colo Purchasing Agent Room 200 Municipal Centers V 300 South Seventh Street Springheld, IL 62704:1681

Christopher II Yep, Presi



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Executive Summary

Greetings!

As an Illinois owned and operated company, no one cares for Illinois workers better than us here at TRIUNE Health Group. Twenty-one years ago, our company was founded with the philosophy that caring for each individual we served and treating them with dignity and respect would make us truly unique in this world today. Every person from every customer we serve deserves the best we can offer; the best service, the best attention, the best possible outcomes. Our mission of "People Helping People" is a constant reminder that excellence comes from the dedication and experience of our people helping each of you.

We have expanded throughout this great state of Illinois, the land of Abraham Lincoln, by finding the best professionals, asking them to join our team, and then providing them with the tools they need to do their job better than anyone else. Sometimes these tools are technological, which is why we earned a reputation for innovation even in the Worker's Compensation market, and sometimes these tools comprise intellectual or human training which is why our own employees voted us one of the "Top 20 Places to Work" in 2010 Crain's Chicago Business.

We are experts at solving problems and will do whatever it takes to make sure you, and all the employees of the City of Springfield and Sangamon County are well cared for. After all, even more than a company of experts, we are a company of "People Helping People" and we are grateful for all that you do. You, like us, are Illinois people serving other Illinois people. You know what it means to speak about the "Land of Lincoln" with pride and honor in our forefather who bore that name.

As the largest employer in Sangamon County, Illinois, the county government seeks to provide the best quality service to its people who are in turn providing service to the individual members of the county it serves. And as members of the City of Springfield, Illinois, you also know that there 'really IS only one Springfield that anyone should care about', and it is Springfield, Illinois. That's why TRIUNE Health Group is such a complete fit.

Given the chance to work with you, in caring for the health and injuries of all the employees of the City of Springfield and Sangamon County, we are confident that you will find all the best quality and attention that a family owned and operated, Illinois company, has to offer. We are proud of the opportunity to bid on the project and look forward to hearing what you would like our next steps to be.

To protect the anonymity of our second Sangamon County based Registered Nurse that we are presenting for your review; we have scrubbed her resume to protect her anonymity until she can give notice to her current employer after our company is awarded this contract.

Sincerely,

Christopher & Mary Anne Yep President Vice-President

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Average Case Loads

Question 1. What is the average case load for your Nurse Case Managers (NCM)? What is the maximum?

Here at TRIUNE Health Group, we work very hard to take care of our people as best as possible, because when our own people are well taken care of, they in turn have the freedom to focus on offering the best care possible to each of our customers. To that end, with regard to the average case load, there are a number of internal metrics in place to ensure Case Management quality as well as attention to our customers. Additionally, our Management team maintains close contact, on a regular basis with each Nurse Case Manager to speak about issues they may be facing in their day to day activities as well as how they are handling their individual case load. The Management team always takes into account nurse capability and skill, but we have found historically that the average case load at any given time is around 25 to 30 cases. These numbers vary depending on the complexity of the file and the individual attention that is needed.

Customer Dedication

Question 2. Will the NCM handle files for other employers? If yes, please discuss how this additional work will impact cases involving Springfield and Sangamon County employees.

RFP #CC12-09 requested that this bid provide for a NCM team which is dedicated to serving the needs of the City of Springfield and Sangamon County employees, and therefore the NCM team will be dedicated to both as per the requests of the RFP. However, TRIUNE Health Group's charter is to constantly review the need of our clients to ensure that we are providing accurate, cost effective and quality driven products. To that end, our Management team will maintain an open and honest discussion that will continually address the quality and productivity needs of the contract. You will find that our philosophy of service is one which guarantees the highest level of integrity, and aligns itself as closely as possible, with the articulated needs of each customer. In the unlikely situation where our NCM team dedicated to this project would find themselves with idle time, our approach would be to discuss with you the possibility of offering them further responsibilities and proceed accordingly with appropriate prioritization of service as well as reduction in pricing.

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Question 3. Please confirm the individuals you have designated to serve as primary and backup NCMs for Springfield and Sangamon County.

City of Springfield, IL and Sangamon County, IL Project Supervisor: Jodi MacEwan RN, CCM

QUALIFICATIONS

- Team Leader for TRIUNE Health Group
- Many years experience in medical case management and workers' compensation.
- Provide proactive case management intervention with injured workers, insurance carriers, employers, and physicians with the goal of a timely return to work.
- Excellent communication, organizational, and analytical skills.
- Extremely knowledgeable in industry.

PROFESSIONAL EXPERIENCE

<u>TRIUNE Health Group</u> Oak Brook, IL Nurse Case Manager, 2008 – Present

Independent Medical Case Manager Normal, IL

Independent Medical Case Manager

- Provided field case and telephonic management services with proven success in identification and evaluation of delays in care with the goal of timely return to work.
- Worked closely with all parties involved in the medical case management of injured workers, including physicians, attorneys, and claim representatives with goals of timely return to work or identification of end of healing.
- Administrative responsibilities and billing.

CHD Meridian Healthcare at Mitsubishi Motors of North America Normal, IL

Occupational Health Nurse

- Provided occupational and acute care with an element of workers' compensation case management.
- Promotion of corporate wellness and prevention initiatives.

MMI of Illinois Peoria, IL

Field Case Manager

- Provided field case management of workers' compensation claims.
- Proactive intervention with all involved in the medical management of the individual with the ultimate goal of a successful return to work.

Concentra Care Management Services Jacksonville, FL

Field Case Manager

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• Provided field case management services on a per diem basis.

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• Assisted staff with coverage and discussed file direction with the goal of successful and timely return to work for injured workers.

S & H Medical Management Services, Inc.

Nursing Supervisor/Medical Case Manager

- Provided workers' compensation case management services.
- Promoted to Nursing Supervisor.
- Responsible for quality control of reports, letters and e-mails prepared by nursing staff.
- Conducted case staffing to ensure file movement towards goal of achieving maximum . medical improvement and timely return to work progression.
- Additional responsibilities included participation in ongoing assessment and evaluation of staff to ensure policy and procedure compliance.

CorVel Corporation

Field Case Manager

- Provided field case management services for workers' compensation claims.
- Worked with long-term disability and group health claims.

OSF, Inc. Medical Group

Staff Nurse, Physician Office

- Provided professional nursing care in multi-physician group practice.
- Served as triage nurse
- Provided patient education.

Chestnut Health Systems

Case Manager, Triage Counselor

- Provided telephone intakes and case management for Employee Assistance Program.
- Provided front line crisis counseling.

Addiction Recovery Center, Proctor Hospital

Assistant Nursing Coordinator/Staff Nurse

- Staff Nurse on medical/surgical units.
- Promoted to Assistant Nursing Coordinator of Addiction Recovery Center.

EDUCATION

- Bachelor of Science in Nursing (High Honors) University of Illinois, Springfield, IL
- Associates of Applied Science in Nursing Illinois Central College, East Peoria, IL

CERTIFICATIONS

- Professional Registered Nurse, State of Illinois
- Certified Case Manager

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Sangamon County, IL Dedicated Registered Nurse (RN): Angela Williamson RN, CCM

QUALIFICATIONS

- Many years experience as a Field Case Manager providing catastrophic, orthopedic, neurological and general rehabilitation case management.
- Provide cost effective medical interventions maximizing resources for optimal outcomes in recovery, rehabilitation, and return to work.
- Business Owner for 10 plus years managing catastrophic nurse case managers, financial affairs, and marketing.
- Provide assessment, planning, coordination, and implementation of a goal-directed case plan for injured workers.

PROFESSIONAL EXPERIENCE <u>TRIUNE Health Group</u> Oak Brook, IL Nurse Case Manager, 2010 – Present

CareAllies (Cigna Companies), Norcross, GA Complex Medical Case Manager, 2009 – 2010

• Telephonic

Intracorp (CIGNA Companies). Chicago, IL Field Specialist II, 2004 – 2009

- Catastrophic Nurse Case Manager
- Ergonomics Assessor
- Certified Registered Rehabilitation Nurse

MHMS, Inc., Petersburg, IL

Owner, 1993 – 2005

- Catastrophic Nurse Case Manager
- <u>Springfield Clinic</u>, Springfield, IL (Contract through MHMS, Inc.) Director of Case Management Development and Senior Marketing Coordinator for Occupational Medicine, 1998 – 1999
- Catastrophic Nurse Case Manager

EDUCATION

Registered Nurse, Illinois and Florida PMAH School of Nursing, Jacksonville, IL

CERTIFICATIONS

- Certified Case Manager
- Certified Registered Rehabilitation Nurse
- CPR/AED for professional Rescuer and Healthcare Provider
- Certified in ergonomics assessment (internal certification at former employer)

<u>Corvel</u>, St. Louis, MO Field Specialist I, 1992 – 1993 • Nurse Case Manager

<u>Intracorp (CIGNA Companies)</u>, Chicago, IL Field Specialist II, 1985 – 1992

Nurse Case Manager

<u>Seminole Community Hospital</u>, Largo, FL Staff Nurse, Emergency Room and Intensive Care Unit, 1985

<u>St. John's Hospital</u>, Springfield, IL Staff/Charge Nurse, Coronary Pulmonary Unit, 1981 – 1985 Staff Nurse, Medical Surgical Unit, 1981

Humana Hospital, Pompano Beach, FL Staff Nurse, Intensive Care Unit, 1981 • Travel Nurse

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<u>Memorial Medical Center</u>, Springfield, IL Staff Nurse, Acute Psychiatric Unit, 1979 -- 1981

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City of Springfield, IL Dedicated Registered Nurse (RN): Anonymous RN, CCM

QUALIFICATIONS

- Associate Degree in Liberal Arts, The University of the State of New York, 1988
- Associate Degree in Nursing, Lincoln Land Community College, 1994
- Certified Case Manager
- Certified Life Care Planner

PROFESSIONAL EXPERIENCE

Medical Case Manager, Current

- Assist injured workers to reach their maximum rehabilitative potential
- Emphasize returning injured workers to pre-injury status safely and successfully as medically appropriate
- Coordinate services and communicate information between the injured worker, providers, employer and insurance carrier
- Provide medical case management services on long term disability cases

Field Case Manager

- Managed workers' compensation claims
- Provided case management and return to work coordination for injured workers
- Established contacts and resources in central Illinois area

Field Case Manager

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Staff Nurse

- Concentrated work in Pain Clinic providing care to patients in chronic pain resulting from industrial accidents, motor vehicle accidents, and normal aging
- Rotated through Pre-Op, PACU, and Post-Op areas of surgical unit
- Assisted physicians during such procedures as epidural steroid injections, intrathecal narcotic injections, radiofrequency ablations, and trigger point injections
- Interrogated and reprogrammed implanted devices such as stimulators and intratecal pumps

Occupational Health Nurse

- Managed all aspects of one-person Occupational Health Clinic
- Provided on-site emergency first aid and triage for approximately 500 employees during maintenance outages at a coal-fired power station
- Conducted pre-employment urine drug screens for all incoming employees
- Coordinated with corporate Fitness for Duty Administrator in updating the current drug screening policy and procedure
- Utilized Access, Excel, and WordPerfect computer programs in data tracking, report writing, and statistical analysis

Registered Nurse-Critical Care Unit

- Performed, assessed and provided all nursing care services for critically ill patients
- Oriented and experienced in Emergency, Medical/Surgical, and Skilled Nursing Units

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<u>A Team Approach</u>

Question 4. Who will serve as back up if both primary and secondary NCM are unavailable?

In the unlikely event that neither our primary nor secondary NCM are available, the Team Leader, Jodi MacEwan RN, CCM will provide the seamless flow of service which the employees of the City of Springfield and Sangamon County will appreciate.

Local & Regional Awareness

Question 5. Please describe your NCM's familiarity and work history with medical providers in Sangamon County.

Each of the NCMs we have proposed, have been directly working in the City of Springfield and Sangamon County area for over 10 years and possess a wide breadth of knowledge of many of the clinical providers, hospital networks, urgent care facilities and occupational clinics. They also have knowledge of employers and have worked with them to set up Occupational clinic relationships which are focused on the Return To Work (RTW) process.

Supervising the Project

Question 6. Where is the headquarters or location of the designated supervisor?

Bloomington, Illinois

Life of an Open File

Question 7. Will Case Management continue to be "field case management" until the employee is returned to work?

All lost time injuries will be opened as full field case management cases and managed as Field Case Management (FCM) cases, based upon the discretion of the NCM, Third Party Administrator (TPA) and the City of Springfield and Sangamon County representatives. FCM may be discontinued based upon either the Injured Workers (IW) RTW or reaching Maximum Medical Improvement (MMI). TRIUNE Health Group does have the ability to move cases into Telephonic Case Management (TCM) if agreed upon by the appropriate parties.

Trial Experience

Question 8. Please comment on how much experience your NCMs have in depositions and or testimony before an Arbitrator?

With over 20 years experience in the Worker's Compensation arena in Illinois, our NCM's and Vocational Rehabilitation Counselors are the most advanced in their field and therefore possess the most experience in whatever legal needs their cases require. In the Workers' Compensation

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industry we strive first to be the most quality driven, ethically based and bilaterally supportive liaison to our customers, patients, legal counsel and providers. This approach has historically mitigated the needs for our teams and our clients to be deposed for expert testimony. In those circumstances where deposition has been required, our employees are given training from our expert testimony specialists, Managers and legal council on an individual basis.

Addressing Existing Files

Question 9. What is the plan of action on existing open case files? Will all open files be reviewed and summarized or only problematic or lost time cases?

Our experience proves that based upon the amount of open and existing claims, a case review would need to be completed on each file and a supplemental action plan would need to be completed following each of the file reviews. The file's future progression for continuation, task assignments, RTW objectives, case hold status or file closure would then be reviewed with all parties in agreement.

Access to Preferred Provider Networks

Question 10. Do you have access to more than one PPN?

Yes. As an independent Worker's Compensation company, TRIUNE Health Group works to provide our employees with the support and freedom to choose the best providers available. Therefore, it has, and will always be, a part of TRIUNE Health Group's operating philosophy to work to bring the best medical providers to each case and ensure that our team members are best situated with the appropriate contacts to do so.

Service Plans

Question 11. Please provide additional details regarding your service plan which was outlined in your response to the RFP including, but not limited to, timing of reports, attendance at physician appointments, correspondence with employer and adjuster, job site analysis when RTW is an issue.

Reports are completed at a minimum of every 30 days. If the amount of work dictates an early report, it is done. Or if an account dictates more frequent updates, then that is completed per their request. All reports written will be concise and complete.

Communication is key to this job. Every party that needs to be updated should be updated very frequently. Most updates on events on a file should occur within 2 hours if not sooner. Most nurses update the account right after every appointment with claimant. Case Managers all have Smart Phones in order to be able to communicate quickly and concisely. Case Managers should also be communicating with all necessary parties in order to facilitate proper communication and to keep everyone on the same page.

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Job site visits and analysis are encouraged whenever warranted. If a physician appointment warrants a visit, the nurse case manager will attend. If it is not needed, the appointment can be covered telephonically unless otherwise requested by the account. The nurse case manager should know any special instructions or request of the account in order to follow their guidelines.

Injury Specific Service Plans

Question 12. Give a summary of how each of the following injuries would be handled from start to finish:

- a. Record only
- b. Medical only
- c. Lost Time with no Surgery
- d. Lost Time with Surgery

In regards to all claims, TRIUNE Health Group's belief is to work with all levels of management and define a logistical program of attaining notification of all injuries at or close to the time of occurrence. This allows us the ability to have the most effective means to adequately assess the injury, provide proactive treatment, and attain the most cost effective approach of treatment, while ensuring a RTW process is continuously updated and implemented.

Record Only:

- With use of early intervention and immediate notice, these claims would be opened, assessed and immediate treatment care plan would be initiated.
- Use of the early intervention would focus on conservative care and immediate proactive treatment implementations.
- The claim would remain open to ensure RTW plans are in place to limit the lost time potentials.

Medical Only-

- Attain immediate notice of injury at time of accident.
- Attain medical status of employee.
- Identify Provider specialty needed from PPP network for proactive care.
- · Make contact with selected provider to ensure RTW potentials are addressed.
- Attain RTW availabilities and modified duty potentials from employer/supervisor.
- Update employer contacts throughout case intervention.
- · Prepare treatment and RTW projections.
- Proactively prepare provider updates prior to each appointment.
- Attain case closure upon successful RTW and completion of medical treatment.

Lost Time with no Surgery:

- Attain immediate notice of injury at time of accident.
- Attain medical status of employee.
- Identify Provider specialty needed from PPP network for proactive care.
- Make contact with selected provider to ensure RTW potentials are addressed.

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- Attain RTW availabilities and modified duty potentials from employer/supervisor.
- Update employer contacts throughout case intervention.
- Prepare treatment and RTW projections.
- Proactively prepare provider updates prior to each appointment.
- Attend approved appointments by the employer with focused objective goals set for each appointment.
- Nurse Case Manager communications weekly with each employee to ensure proactive and positive treatment plans are in place and focused on the earliest return to work programming availabilities.
- Submit regular status updates after each appointment and each significant impact change events.
- Attain case closure upon successful RTW and completion of medical treatment.

Lost Time with Surgery:

- Attain immediate notice of injury at time of accident.
- Attain medical status of employee.
- Identify Provider specialty needed from PPP network for proactive care.
- Make contact with selected provider to ensure RTW potentials are addressed.
- Attain RTW availabilities and modified duty potentials from employer/supervisor.
- Update employer contacts throughout case intervention.
- Prepare treatment and RTW projections.
- Proactively prepare provider updates prior to each appointment.
- Attend approved appointments by the employer with focused objective goals set for each appointment.
- Nurse Case Manager communications weekly with each employee to ensure proactive and positive treatment plans are in place and focused on the earliest return to work programming availabilities.
- Submit regular status updates after each appointment and each significant impact change events.
- Attain case closure upon successful RTW and completion of medical treatment.
- Implement employer authorized contacts with providers and facilities to attain expedited treatment/surgical needs and provide cost containment reductions when applicable for procedures and diagnostic testing for the employer and employee.

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Notice of Confidentiality

TRIUNE Health Group Ltd. is submitting this proposal specifically to assist the *City of Springfield, IL and Sangamon County, IL* in the evaluation of TRIUNE Health Group Ltd. Managed Care capabilities. It is our understanding that this proposal which contains confidential and proprietary information will be viewed only by the *City of Springfield, IL and Sangamon County, IL* for the purpose of such evaluation on a strict need to know basis only; and will not be shared with or used by any other individuals without the express written consent of TRIUNE Health Group Ltd.

Representatives of the *City of Springfield, IL and Sangamon County, IL* agree to hold in confidence any information obtained relating to the business of TRIUNE Health Group Ltd. and agree to instruct your employees to keep all information strictly confidential in the same manner in which you maintain your own confidential and proprietary information. Representatives of the *City of Springfield, IL and Sangamon County, IL* also agree to not directly or indirectly disclose to any other person, firm or corporation any of the information, including, but not limited to; customer information, personal information, sales and pricing information, training programs, materials manuals and procedures, systems methods, ideas, or processes of any product. or service provided by TRIUNE Health Group Ltd. as described in our proposal.

Should the Representatives of the *City of Springfield, IL and Sangamon County, IL* disagree with our understanding relative to the sharing of information as contained in this document, please notify TRIUNE Health Group Ltd. and return the information prior to the initiation of furthering this process. TRIUNE Health Group Ltd. submission of this information to you is contingent on your agreement to maintain the confidentiality of such information and to use such information solely as provided in this Confidentiality Statement. Absence of contact with TRIUNE Health Group's staff will indicate full agreement with all aspects of this statement.

This proposal and any attachments affixed hereto and made a part hereto embodies the entire understanding between the Parties and supersedes all previous negotiations, representations, writings and agreements, written, or oral, with respect to the subject matter herein. Any term or conflicting terms or conditions contained in any other document pursuant to the subject matter herein are hereby abrogated. Representatives of the *City of Springfield, IL and Sangamon County, IL* agree with TRIUNE Health Group that this proposal shall not be altered, amended or modified, except in writing that is signed by an authorized representative of both Parties.

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October 19, 2011

Trinne Henilli Group -6723 Weivernond Sylfe 108 Rochnold, IL, 61114

ATTIVE Christopher Yep

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Your answers must be received by no later than Wednesday October 25%, 2011. Your interest in this proposal has been appreciated,

Jay Wavering: Purchasing Agenic City of Springfield

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