

ADDENDUM

The following is a Second Addendum to the Request for Proposals (the "RFP") #**B09004** for **VENDOR(S) FOR SERVICES OF TRANSITION MANAGEMENT PROVIDERS** which was issued on February 19, 2009 by the Ohio Bureau of Workers' Compensation (hereinafter referred to as "BWC") having offices at 30 W. Spring St., Columbus, Ohio 43215-2256.

Whereas, BWC has determined that potential vendors submitted questions to BWC timely, but technical issues prevented BWC from posting responses by the date specified in the RFP, and

Whereas, BWC desires to make further modification to the RFP upon consideration of one or more of the questions submitted by the potential vendors,

Therefore, BWC hereby modifies sections **Section 1.5 CALENDAR OF EVENTS** and **Section 7.15 LIABILITY INSURANCE** of the RFP as follows:

Section 1.5 Calendar of Events

The date for posting responses to questions is changed:

Post responses to all questions on web site, on or before March 6 13, 2009

BWC hereby modifies Section 7.15 (A) of the RFP and Section 8A of the Optional Use Contract striking reference to the applicable statute of limitations, and replacing that requirement with a one year "tail."

BWC hereby modifies the fourth paragraph of Section 7.15 of the RFP and Section 8 of the Optional Use Contract adding companies who are "authorized or eligible to do business in Ohio" to the permissible insurers, and adding links to the listings with the Ohio Department of Insurance.

As redrafted, Section 7.15 now reads in its entirety as follows:

"7.15 Liability Insurance

The Firm shall provide proof of insurance coverage as set out in this section. The intent of the required insurance is to protect the Fund and the state of Ohio from any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Firm or subcontractor, or their agents, while performing under the terms of this Contract.

The Firm shall provide proof of insurance coverage, and such insurance coverage shall be maintained in full force and effect during the term of this Contract, as follows:

A. Professional Liability/Errors and Omission Liability insurance covering all professional staff with limits of not less than \$2,000,000 per claim. The Manager shall provide the BWC with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Manager must purchase and maintain “tail” coverage ~~through the applicable statute of limitations~~ which extends the coverage for at least one year from the expiration of this Contract.

B. Employee Dishonesty, Third Party Fidelity Bond, and Money and Securities. Pursuant to §4121.127 R.C. for loss by reason of acts of fraud or dishonesty, Manager shall keep in effect during the term of the contract, employee dishonesty, third party fidelity bond, with limits of not less than \$1,000,000 per occurrence for loss by reason of acts of fraud or dishonesty. All insurance recovery under for §4123.127 R.C. for loss by reason of acts of fraud or dishonesty shall be paid to the BWC.

Insurance policies shall be endorsed to contain a clause providing that 30 days prior written notice of cancellation, non-renewal or decrease in coverage shall be given to the BWC.

The Manager shall furnish a Certificate(s) of Insurance to the BWC for the required coverages evidencing insurance from an insurance carrier, or carriers, authorized or eligible to do business in the State of Ohio. The certificate(s) must be in a form that is reasonably satisfactory to the BWC as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an “A-” rating by A.M. Best.”

For a list of those carriers authorized or eligible to do business in the State of Ohio, please see the following two lists at the Ohio Department of Insurance website:

<http://ohioinsurance.gov/reports/AuthList.pdf>
<http://ohioinsurance.gov/reports/SLCompanies.pdf>

Failure to maintain required liability coverage at any time during the term of any contract shall be deemed a material breach of the contract. Such failure may cause BWC to immediately terminate the contract at the BWC’s sole discretion.”

As redrafted, Section 8 of the Optional Use Contract now reads in its entirety as follows:

“8. Liability Insurance

The Contractor shall provide proof of insurance coverage as set out in this section. The intent of the required insurance is to protect the Fund and the state of Ohio from any claims, suits, actions, costs, damages, or expenses arising from

any negligent or intentional act or omission of the Contractor or subcontractor, or their agents, while performing under the terms of this Contract.

The Contractor shall provide proof of insurance coverage, and such insurance coverage shall be maintained in full force and effect during the term of this Contract, as follows:

A. Professional Liability/Errors and Omission Liability insurance covering all professional staff with limits of not less than \$2,000,000 per claim. The Manager shall provide the BWC with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Manager must purchase and maintain "tail" coverage ~~through the applicable statute of limitations~~ which extends the coverage for at least one year from the expiration of this Contract.

B. Employee Dishonesty, Third Party Fidelity Bond, and Money and Securities. Pursuant to §4121.127 R.C. for loss by reason of acts of fraud or dishonesty, Manager shall keep in effect during the term of the contract, employee dishonesty, third party fidelity bond, with limits of not less than \$1,000,000 per occurrence for loss by reason of acts of fraud or dishonesty. All insurance recovery under for §4123.127 R.C. for loss by reason of acts of fraud or dishonesty shall be paid to the BWC.

Insurance policies shall be endorsed to contain a clause providing that 30 days prior written notice of cancellation, non-renewal or decrease in coverage shall be given to the BWC.

The Manager shall furnish a Certificate(s) of Insurance to the BWC for the required coverages evidencing insurance from an insurance carrier, or carriers, authorized or eligible to do business in the State of Ohio. The certificate(s) must be in a form that is reasonably satisfactory to the BWC as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best."

For a list of those carriers authorized or eligible to do business in the State of Ohio, please see the following two lists at the Ohio Department of Insurance website:

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Failure to maintain required liability coverage at any time during the term of any contract shall be deemed a material breach of the contract. Such failure may cause BWC to immediately terminate the contract at the BWC's sole discretion."

No other terms and conditions of the RFP or any prior Addendum are modified by this Addendum.