

# **ATTACHMENT 1 -- Statement of Work**

## **Workers Compensation Analyst (WCA)**

### **Program Management Service**

#### **BACKGROUND**

The Workers Compensation Analyst (WCA) program was developed with the goal of aggressively investigating Workers Compensation Fraud. WCA contracts provided valuable support to these investigations, either through research or surveillance support. WCAs serve as liaisons between the Injury Compensation Unit and the United States Postal Service Office of Inspector General (USPSOIG).

#### **SCOPE OF WORK**

Conduct surveillance activities and videotape activities of suspect claimants.

- Work irregular hours, including weekends and holiday, often under adverse conditions.
- Analyze data from employment, medical, Office of Workers Compensation Programs (OWCP) files, and other pertinent sources for indications of possible loss of Postal Service funds and/or assets within the Injury Compensation Program.
- Interact routinely with Postal Service personnel assigned to safety, health and injury compensation, the Postal Inspection Service, and representatives of the U. S. Department of Labor and OWCP.
- Interview and/or visit claimants, witnesses, medical personnel, public and private sector employees, employers, and others to secure and document information and evidence of suspected loss of Postal Service funds and/or assets within the Injury Compensation Program.
- Interact with other federal, state, and local agencies including, but not limited to performing criminal record checks, driver's license checks, and/or insurance company record checks.
- Analyze data using computer systems and software to obtain and process information for the purpose of identifying suspected loss of Postal Service funds and/or assets.
- Review and analyze claim files and records, including but not limited to OWCP, Postal Service, public, and agency records to gather information. Make detailed reports of findings to the Postal Inspection Service, Postal Service management, U. S. Department of Labor, and Injury Compensation Unit as appropriate. Prepare other written reports and correspondence as warranted. The WCA does not review for completeness and accuracy, does not process claims or otherwise perform the claims management duties of the Injury Compensation Specialists.
- Testify at administrative and judicial hearings, civil, and criminal court proceedings as required

**CONTRACTOR RESPONSIBILITIES**

The Contractor must:

1. Manage all stages of the WCA program for the United States Postal Service Office of Inspector General (USPSOIG).
2. Provide WCA services in any area of United States (possibly California and New York upon award), within 24 hours of request:
3. Provide monthly invoices documenting staff member's names, daily work hours and work activity (including investigation numbers, subject name, location, etc.).
4. Provide personal office equipment including camcorder, cell phone, digital or 35mm camera (throw-away camera not acceptable), computer equipment, internet capability and a working e-mail address, cellular phone and cellular phone service.
5. Provide proof of a security clearance for each personnel assigned to the WCA Program. Security clearances must be done at contractor's expense.
6. Understand performance of these contract services may ultimately result in the identification, arrest, prosecution and/or removal of current or former Postal Service employees and may cause the current or former Postal Service employee to lose future entitlement to worker compensation benefits.
7. Properly care for any USPSOIG property that the Contractor may use in the course of business, and such property must not be mistreated or misused in any way. USPSOIG property, including identification cards, access credentials, equipment, etc., remain the property of the USPSOIG and must be returned at the completion of the contract or upon termination for any reason.

The Contractor will be the conduit for all newly-appointed and any incumbent WCAs. Accordingly, the Contractor will be required to:

1. Obtain general liability insurance - \$100,000 per person and \$500,000 per accident, and maintain throughout the performance of the contract.
2. Obtain automobile liability insurance - \$100,000 per person and \$500,000 per accident, and maintain throughout the performance of the contract.
3. Have adequate resources (e.g., financial and technical) to perform the work.
4. Meet the required or proposed delivery schedules.

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5. Be able to receive a government (USPSOIG) contract under applicable laws and regulations.
6. Provide appropriate means of transportation in order to conduct field investigations.

### **KEY PERSONNEL**

The Contractor will provide personnel that have a minimum of five years of surveillance experience and are familiar with workers compensation and/or insurance procedures (investigations).

At a minimum, each person must:

- Possess highly developed analytical skills.
- Be able to analyze documents and elicit factual information.
- Conduct surveillance activities and videotape activities of suspect claimants.
- Make detailed reports of findings to the USPSOIG, Postal Service management, U. S. Department of Labor, and Injury Compensation Unit as appropriate. Prepare other written reports and correspondence as warranted.
- Testify at administrative and judicial hearings, civil, and criminal court proceedings as required.
- Possess highly developed computer skills.
- Take comprehensive notes and generate detailed technical and non-technical reports based on the notes taken.
- Possess good organizational and time management skills.
- Possess good human relations skills and be able to communicate orally sufficient to express thoughts to a variety of people.
- Be able to travel extensively and for extended periods of time as needed with little or no advance notice or preparation.
- Possess a valid driver's license.
- Maintain confidentiality regarding ongoing investigations of a sensitive nature.
- Participate in random drug screening and not currently have an alcohol or substance abuse problem.
- Successfully pass a criminal background check. Any arrest, regardless of whether a conviction was obtained, must be disclosed.
- Voluntarily submit to a polygraph examination administered by the Postal Inspection Service, if any integrity issues arise.
- Provide a full medical history documenting any previous work-related injuries and sign a medical waiver allowing the USPSOIG to obtain medical records as required verifying reported medical history.
- Work, as directed by the Contracting Officer's Representative (COR), unusual or irregular hours including evenings, late nights, weekends, and holidays, often under adverse conditions, at the designated hourly rate, without overtime pay, holiday pay, or nighttime differential.

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- Agree, if the contract is completed or terminated for any reason, to be available, as required, for court proceedings, administrative hearings, grand jury appearances, etc.
- Understand that all notes, files, videotapes, photographs, etc., prepared or obtained while under contract are the property of the USPSOIG and must be returned if the supplier is terminated for any reason and upon completion of the contract.

Each person must **NOT**:

- Have been fired from previous jobs or had contracts terminated for poor performance, poor attendance, or illegal activity.
- Be receiving Worker's Compensation benefits for an on-the-job injury.
- Be under investigation for Workers' Compensation fraud, waste, or abuse.
- Have been involved in or removed for any form of workplace violence while previously employed.
- Subcontract out any part of the services that the WCA was contracted to perform.
- Carry a firearm or other dangerous weapon on their person or in their private vehicle while performing contract services for the USPSOIG regardless of whether the person is licensed to carry the weapon.
- Carry a firearm or other dangerous weapon onto Postal Service property.
- Engage in any form of sexual harassment, racial or other discrimination during the performance of the contract.
- Do anything that would place themselves or others in a position of needless danger.
- Discuss any cases under active investigation with the news media unless authorized to do so by the USPSOIG.

### **TYPE OF CONTRACT/PERIOD OF PERFORMANCE**

This is an indefinite quantity fixed price labor-hour contract. The base period of performance for this contract will be from contract award through September 30, 2007, with four (4) one-year option periods. The period of performance for each option year shall be from October 1 through September 30.

### **ANNUAL PERFORMANCE EVALUATION**

The initial period of performance shall be from date of award through September 30, 2007, subject to annual performance evaluation. The contract may be terminated at USPSOIG's option if an annual performance evaluation determines that: (a) costs are exceeding planned amounts, or (b) a low return on investment..

The Contracting Officer will notify the contractor in writing of USPSOIG's intention to exercise its option to terminate the contract if the annual performance review reveals perceived inadequate performance by the Contractor.

**INSPECTION AND ACCEPTANCE (CONTRACTING OFFICER'S REPRESENTATIVE)**

A Contracting Officer's Representative (COR) will be appointed by the Contracting Officer. The name, address, and telephone number of the COR will be provided to the Contractor in writing by the contract start date. The COR may be changed at any time by the USPSOIG without prior notice to the contractor, but notification of the change, including the name and address of the successor COR, will be promptly provided to the Contractor by the Contracting Officer in writing.

The responsibilities and limitations of the COR are as follows:

1. The COR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COR is responsible also for the final inspection and acceptance of all reports and has such other responsibilities as the contract may specify.
2. The COR is not authorized to make any commitments or otherwise obligate the USPSOIG or authorize any changes affecting the contract price, terms, or conditions. Any Contractor request for changes must be referred to the Contracting Officer directly or through the COR. No such changes may be made without the Contracting Officer's express written prior authorization. The COR may designate assistant CORs to act for the COR by naming them in writing and transmitting a copy of the designation through the contracting officer to the contractor.

**PAYMENT**

The Contractor will invoice for payment at the end of each month. Original invoices shall be sent to the attention of the Accounting Manager, Mr. Brett Wilson.

**SPECIAL CLAUSES (SPECIAL CONTRACT REQUIREMENTS)**

The following requirements are hereby incorporated into the contract.

1. The Contractor, and not the USPSOIG, shall be liable for its unauthorized actions in the handling of workers' compensation fraud cases.
2. The Contractor agrees to indemnify, hold harmless and defend the USPSOIG and all its officers, agents and employees and its subsidiary entities, if any, and their officers, agents and employees, against any legal proceedings of any kind brought against any or all of them, for or on account of any injury received or sustained by any person, in any matter, directly or indirectly caused by, incident to or arising out of the Contractor or its agents or employees' actions in performing this Statement of Work, and to reimburse such indemnified party for all reasonable expenses as incurred in connection with investigating, preparing for and defending such legal proceedings.

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3. The Contractor has no authority to initiate any criminal or civil action of any kind or any other legal action on the behalf of the USPSOIG, or against any party on behalf of the USPSOIG or its subsidiaries or affiliates.
4. The USPSOIG reserves the right to withhold up to twenty percent of final invoice if all reports, materials (identification cards, access credentials), equipment are not returned at the completion or termination of contract. *[See Contractor Responsibilities #7, Page 2 of SOW.]*

### **DIRECT TRAVEL COSTS**

No expenses associated with travel will be reimbursed under this contract.