



Berkeley Unified School District

Request for Proposal

Workers Compensation Third Party Administrator And Managed Care Services

NOTICE TO PROPOSERS:

Berkeley Unified School District will receive sealed proposals until **3:00PM on July 28, 2014**

PROPOSALS WILL BE RECEIVED AT THE FOLLOWING ADDRESS:

Berkeley Unified School District
Attention: Nikitra Hudson, Risk Manager
Risk Management Department
2020 Bonar Street, Suite 234
Berkeley, CA 94702

RELEASE DATE: JULY 8, 2014

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Notice to Proposer

NOTICE IS HEREBY GIVEN that Berkeley Unified School District (hereinafter referred to as “District”), is seeking proposals from qualified firms to provide third party administration and managed care cost containment services for the District’s self-insured workers’ compensation program. Interested firms may submit proposals.

No offer of intent should be construed from this legal notice that the District intends to enter into Agreements with any interested companies for Workers Compensation Third Party Administrator Services and Managed Care Services unless, in the sole opinion of the District, it is in the best interest of the District to do so.

Written proposals shall be submitted in a sealed envelope and **labeled**:

**RFP Response for:
“Workers’ Compensation Claims Third Party Administrator and Managed Care Services”**

and must be received at the District office at
2020 Bonar Street, Suite 234,
Berkeley, CA 94702

Attention: Nikitra Hudson, Risk Manager,
Risk Management Department,

No later than 3 p.m. July 28, 2014. Proposals received with a date or time stamp after the deadline will not be considered and shall be returned to the proposer. Companies may not withdraw proposals for a period of sixty (60) days after the date set for opening of the proposals. Proposals will be evaluated in a non-public opening.

All requests for information and questions concerning this RFP must be directed in writing to:

DISTRICT CONTACT PERSON:

Nikitra Hudson, Risk Manager
nikitrahudson@berkeley.net

Proposers are not to contact District staff (except Nikitra Hudson) or members of the Board of Education about this RFP or the selection process. Any Proposers who violates this request will be disqualified from further consideration.

The District reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal or in the proposer’s process. Proposer’s evaluation and ranking will be based upon a comprehensive review and analysis of the requested information to determination which proposal’s best meets the needs of the District. The District will be the sole judge of the suitability of the received Workers Compensation Third Party Administrator Services and Managed Care Services proposals. Selected and ranked proposers shall abide by the District’s decision.

Schedule of Events

Berkeley Unified School District

2014

RFP Workers' Compensation Claims TPA and Managed Care Services

Activity	Completion Dates
Issue RFP	July 8, 2014
Questions (submit in writing) deadline	July 17, 2014 5PM
District Response to Questions	July 21, 2014
RFP Proposal Responses Due	July 28, 2014 3PM
Evaluation of Proposals	July 29, 2014
<i>Notice of Possible</i> Interview (Finalists)	August 8, 2014
Oral Interviews (<i>TBD</i>)	TBD
Notice of Intent to Award	TBD
Effective Date of Contract	TBD

Note: The District reserves the right to cancel and/or modify the above dates at any time. Interviews and possible site visits may be held with selected firms that are determined to best meet the District's needs.

GENERAL INSTRUCTIONS SECTION

1. BACKGROUND

Berkeley Unified School District is responsible for educating more than 9,400 individual students each year in (11) public elementary schools, (3) middle schools, (2) high schools (one comprehensive and one alternative). In addition, the District has (3) preschool facilities and an Adult School serving thousands of students each year. It employs approximately 1,950 certified and classified staff members to carry out the public education mission in Berkeley. The District's current administrative model utilizes the combined skills of District staff in conjunction with the complete services provided by an independent contractor (TPA) to coordinate all aspects of an integrated workers' compensation program, to include, but not be limited to investigating and adjusting claims, arranging medical services and medical referrals, determining compensability of injuries and illnesses, complying with Federally mandated CMS reporting, establishing and maintaining a medical provider network and a light duty/return to work program for industrially injured employees and other appropriate ancillary and supporting programs as needed.

Current run-off figures as of May 1, 2014 are:

- Open Indemnity – 93
- Open Future Medical – 24
- Open Medical Only – 23
- Currently open litigated cases – 65

Over the last three years the District has averaged approximately 100 new claims annually. All open workers' compensation claims will be handled by the awarded TPA.

2. GENERAL SCOPE

The Berkeley Unified School District (hereinafter referred to as "District"), is seeking proposals from qualified firms to provide third party administration and managed care cost containment services for the District's self-insured workers' compensation program. The District's goal is to establish a three (3) year contractual relationship with the successful Proposer(s). It is the intent of the District to enter into an agreement for a period of three (3) years with an option to renew for two additional years for a maximum of five (5) years.

Proposers responding to this RFP must meet the requirements set forth in the General Instructions, Scope of Work and General Conditions. The successful Proposer(s) will provide comprehensive Workers' Compensation Third Party Administrator services and Managed Care Services throughout the term of the contract. These services will be provided under the direction of the District's Risk Management Department in accordance with agreed-upon terms and compensation. All specified services and requirements shall be provided to the District at the prices offered by Proposer in their submitted cost proposal.

Proposers must, in their submitted proposals, clearly present evidence that they are a competent and qualified individual and/or organization capable of providing the administrative services detailed herein. Proposers shall, in their submitted proposals, detail their experience, expertise, qualifications, and proposed methodology to provide the administrative services detailed in this RFP.

3. QUALIFICATIONS

In order to be considered in the RFP process, the Proposer must meet the following minimum requirements and submit a proposal in accordance with the enclosed specifications:

- A. The Proposer must possess the required licenses, certifications, and insurance to perform services in every area designated in the attached specifications; AND
- B. The Proposer must have over ten (10) years experience providing Workers' Compensation Claims administration and Managed Care Services for educational and/or public agencies in the State of California.
- C. The servicing office must be within a reasonable geographic radius from the Berkeley Unified School District Headquarters.

4. INTERPRETATION OR QUESTIONS ON RFP DOCUMENTS

Questions, inquiries or requests for information by prospective Proposers should be sent via email with the subject title **Questions Workers Compensation Third Party Administrator Services and Managed Care Services RFP**, prior to the deadline for questions. Correspondence not submitted prior to the deadline or in the requested format **will not be considered**. If any Proposer submitting a proposal has a question or is in doubt as to the true meaning of any part of the specifications or other documents, or finds any discrepancies in or omissions from documents, it may **submit an e-mail request** for an interpretation, clarification or correction, **on or before 5:00PM PST on July 17, 2014 to:**

Nikitra Hudson, Risk Manager
Berkeley Unified School District/Risk Management Department
nikitrahudson@berkeley.net

The terms and conditions contained in the Request for Proposal may only be amended or modified by written authorization of the District. Any modification, qualification, exception or change made to the District's terms and conditions detailed herein without prior written approval from the District may be grounds for rejection of the proposal. **Any addenda or bulletins issued shall form a part of the terms, conditions, requirements and/or specifications and shall be an applicable part of the contract documents.** The District reserves the right to revise/amend the RFP prior to the date that proposals are due.

5. QUESTION SUBMITTAL AND RESPONSE

Proposers who have notified the District of their intent to submit questions, inquiries or requests for information will receive notification by email. Refer to the Schedule of Events for the deadline dates for Question and Inquiry submission and Response to Questions and Inquiries.

6. ADDENDA TO REQUEST FOR PROPOSAL

The District may issue addenda(s) to amend this RFP prior to the proposal deadline date. Each Addendum shall be sequential numbered and dated and shall form as part of the RFP. Each Addendum must be acknowledged on the provided form (Exhibit A): **RFP Workers Compensation Third Party Administrator Services / Managed Care Services**. In the event a Proposer does not acknowledge issued Addendums the Proposer will be deemed nonresponsive and the proposal can be rejected.

7. SUBMISSION OF PROPOSALS

Proposals must be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the District. Emphasis should be on completeness and clarity of content. The District should be provided with the following by the submission deadline: One (1) original proposal, Four (4) copies of the proposal, and one (1) copy of the proposal in electronic format on a USB flash drive.

In order to be considered responsive to this RFP, proposals submitted must include:

- A. One (1) original and four (4) copies of a **Technical Proposal** packaged *****SEPARATELY*****
- B. One (1) original and four (4) copies of a detailed **Cost Proposal** packaged *****SEPARATELY*****
- C. **Please provide** copies of any current Licenses and Certifications related to the services detailed herein.
- D. All other submittals as stated herein.

The signature of all individuals should be in **blue** ink and in long hand. Completed forms should be without interlineations, alterations, or erasures.

Envelopes/packages must be labeled with the name of the RFP, and the Proposer's business name, address on the exterior of the envelope/package. Written proposals shall be submitted in a sealed envelope and labeled as follows: RFP Response for: "Workers' Compensation Claims Third Party Administrator and Managed Care Services" and must be received at the District Office at 2020 Bonar Street, Suite 234, Berkeley, CA 94702 – Attention : Nikitra Hudson, Risk Manager, Risk Management Department, **no later than 3 p.m. July 28, 2014.** Proposals received with a date or time stamp after the deadline will not be considered and shall be returned to the proposer. Companies may not withdraw proposals for a period of sixty (60) days after the date set for opening of the proposals. Proposals will be evaluated in a non-public opening. The District will not be deemed responsible for the premature opening of any proposal that is not properly identified and/or labeled.

The proposal must be prepared in a clean and professional manner. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

Proposers are not to contact District staff (except Nikitra Hudson) or members of the Board of Education about this RFP or the selection process. Any Proposers who violate this request will be disqualified from further consideration.

The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Potential Proposer, and Potential Proposer shall not include any such expenses as part of their proposal. Proposers are solely responsible for all costs related to proposal preparation, submission and documentation.

8. PROPOSAL FORMAT

Proposals should be submitted in the format and order outlined below. The proposal should present all information in a concise manner, neatly arranged, legible, and in terminology understandable by the District's Proposal Evaluation Committee. Each section of the proposal must be clearly identified with the following headings, and in the order specified. The work plan shall describe how the Proposer would assist the District in reaching its goals as set forth in this Request for Proposal.

Use this section to address the ability of your firm to undertake the project, considering your firm's current and anticipated workload. Total Proposal Response shall not exceed a total of Sixty (60) pages in length; this does not apply to any exhibits and required attachments.

Each section of the proposal must be clearly identified and titled in the format outlined below:

PART I:

SECTION 1: PROPOSAL RESPONSE

A: COMPANY/INDIVIDUAL INFORMATION

- 1) Give a brief history of your firm since inception, to include:
 - a. A list of principals
 - b. An organizational chart
 - c. Size and location(s) of your firm, to include number(s) of employees at each location
 - d. A description of the types of services provided by your firm and the number of years provided
 - e. The contact person(s) for this RFP process, and
 - f. The address and location of the proposed office that will be servicing the District's account
 - g. A description of your annual employee turnover for the proposed office that will be servicing the District's account
- 2) Discuss any major changes in your firm's structure or ownership over the past three years. Are there any anticipated changes in your firm's structure or ownership in the future?
- 3) Describe your firm's mission and goals as related to corporate growth, customer service, quality assurance and quality control management, and affirmative action standards.
- 4) List the number and types of clients for which your firm currently provides TPA services to, both corporate and government.

B: STATEMENT OF QUALIFICATIONS

- 1) Experience:
 - a) Indicate the experience, resources, understanding, qualifications, etc. of your firm in providing the Workers' Compensation Claims Administration/Managed Care Services detailed herein which you as the Proposer believes demonstrates your individual firm's experience in providing the identified and specified services. Include sufficient detail to demonstrate the relevance of such experience. This portion of the proposal should include all other similar projects performed by your firm, especially those performed for Northern California school districts, large California public sector organizations, or similar-sized public school districts.
 - b) List five California public school districts of similar size; that are current clients and for which you have administered claims for more than three years. Please indicate the year first contracted with that entity and include names of references and telephone numbers.

- c) Provide a list of clients who have elected to discontinue to contract with your firm during the past three (3) years, describe reasons for change, and information regarding the size of employer. If none, please provide (2) former client references and describe reasons for change and information regarding size of employer.
- d) Provide any analysis, training material, or other relevant internal documents that your company uses to educate Districts on the California Ed Code. Please provide this as an exhibit to your response.

2) Claims Unit Assigned to this Contract:

- a) Discuss the allocation of personnel your firm will use to staff a dedicated claims unit to adjust the District's claims. Describe the title, function, and minimum ongoing training/experience requirements for each position.
- b) Identify the personnel (examiner, supervisor and manager) who would be assigned to administer the District's claims and include their relevant industry experience. Personnel should be experienced in administering services for Public K-12 School Districts.
- c) Explain your firm's current policies regarding the assignment of claims to each:
 - 1. claims supervisor,
 - 2. claims examiner, and
 - 3. claims assistant. Include a description of the number and types of claims assigned to each position.
- d) Discuss your firm's standard ratio for case closures as related to new claims. Explain how you utilize closure performance comparisons and the frequency that these comparisons are calculated. Explain other criteria used to determine the appropriateness of closing claims.
- e) Please provide the District with a copy of your Best Practices Manual (i.e. claims handling, litigation management, investigations, quality control/audits, managed care process etc.) as an exhibit.
- f) Explain how the claims adjuster will coordinate legal activities with legal counsel once a claim is assigned to defense counsel. Please include a sample of the form your firm uses to forward claims to defense counsel as an exhibit.
- g) Give a brief description of your examiners' protocol for managing medications and prescriptions.
- h) Describe your proposed method for managing return-to-work coordination with the District.
- i) Discuss your interaction with clients in reporting on account management or claims related issues. How frequently do you expect supervisors and/or adjusters to initiate contact with the District? What is your protocol regarding returning telephone and/or email messages?

C: MANAGEMENT INFORMATION SYSTEM(S)

- 1) Describe the type of data processing hardware and software proposed for this contract. Discuss your firm's experience in using the proposed system, whether it is owned and operated in-house or through an agreement with another provider, the general capabilities of this system, and any projected upgrades or changes anticipated during the term of this contract.

- 2) List and describe the management information reports generated by your firm's data processing system. Identify those reports which are standard and included in the service fee. Identify those reports which are optional and the cost for generating these reports. Please provide sample reports as an exhibit to your response.
- 3) Describe any unique features of the management information reports provided by your firm that may typically not be provided by other TPAs.
- 4) Describe your firm's ability to provide the District with online full database access to your system and standard/ad hoc report writing/generating. Is there a limit to the number of users at the District?
- 5) Please confirm how your firm will protect the District's data and any business continuity plan you have in place.
- 6) Discuss your firm's ability to provide telephonic assistance to District staff – technical assistance with RMIS system.

D: PROPOSED METHODOLOGY

- 1) Please provide your approach and detailed work plan to provide workers compensation TPA and managed care services to the District. Please include a written summary statement of your proposed methodology for providing the administrative services detailed herein.
- 2) Provide a detailed transition plan which will ensure the continuance of uninterrupted services to the District and its injured employees.
- 3) Describe your firm's plan for provision of each of the following required service elements:

Include documentation of your firm's philosophy, protocol, and readiness to provide the following services:
 - a) Early Intervention Program
 - b) Transitional Work Program
 - c) Managed Care Services
 - d) Creative Alternatives to Reduce Costs
 - e) Medical Provider Network
 - f) Bill Review Services
 - g) Ancillary Services & Networks
- 4) List and describe the features that distinguish your firm from other Third Party Administrators/Managed Care organizations.

PART II:

SECTION 1: COST PROPOSAL (Packaged Separately)

The proposer shall submit a detailed Cost Proposal on the **required form (Exhibit A)**, with fixed rates to perform all services as specified in the Request for Proposal. Please include pricing for all services.* **For claims, detail how you determine your pricing erring on the side of complete transparency.**

Explain in detail the fee structure for claims administration for each type of service:

- A) Handling (Provide pricing for an annual flat fee, or per claim fee, or both)
- B.) Utilization Review
- C.) Medical Bill Review
- D). Investigative (Subrosa and AOE/COE)
- E.) Disability Case Management
- F.) Medical Provider Network
- G.) MMSEA Reporting

9. METHOD OF PROPOSAL EVALUATION

SCREENING OF PROPOSALS

Each proposal response will be reviewed in accordance with the criteria set forth in this RFP. The selection process for the Proposer(s) shall be based upon, but not limited to, the following evaluation criteria:

A. QUALIFICATIONS, STRENGTH, EXPERTISE, & REFERENCES – 25 points

The District will evaluate the experience, knowledge, expertise and qualifications of the staff and past performance with school districts of similar size and scope. The District will also evaluate the financial stability of each Proposer.

B. MANAGEMENT INFORMATION SYSTEM(S)/METHODOLOGY – 25 points

The District will evaluate the management information system(s)/methodology used to implement and provide the services as per the overall requirements as detailed in the Scope of Work Section.

C. METHOD OF APPROACH - 30 points

The District will evaluate the claims management and managed care approach used to implement and provide the services as per the overall requirements as detailed in the Scope of Work Section.

D. PRICING – 20 points

The District will evaluate in their scoring the prices offered for the services requested herein.

Total Points = 100

10. PROPOSAL EVALUATION AND NEGOTIATION CONFERENCE

Upon completion of the District's scoring of proposals as detailed above, the District reserves the right to select the highest scored Proposals as finalists for continued oral interviews, possible site visits, negotiations, and/or demonstrations of their submitted proposals based on the District's analysis and rating of the proposal package. The interviews shall include, but not be limited to, effectively negotiate proposal pricing and services submitted, evaluate expertise, qualifications, operations, services, or any other areas of negotiation relevant to the contract deemed by the District to be in its best interest.

The District may request that the remaining Proposer(s) submit, in writing, by a prescribed time and date, a "Best and Final" offer.

11. METHOD OF AWARD

The District reserves the right to make an award on the basis of the initial proposals received without discussions, oral or in person interviews, or further negotiations with Proposers.

12. AMENDMENTS AND ADDENDUMS

The terms and conditions contained in the Request for Proposal, Proposal Form, General Instructions, Scope of Work, General Conditions and Agreement herein may be amended or modified **only with the prior written approval of the District**. Any addenda or bulletins issued prior to the opening of the Request for Proposal shall form a part of the specifications issued to Proposers for the preparation of their proposals and shall constitute a part of the contract documents.

13. REJECTION OF PROPOSALS

The District reserves the right to accept or reject any and all proposals, and to waive any irregularities or informalities in the proposals, or any portion and or combination thereof. The District reserves the right to award on the basis of the total proposal as may be determined by the District, to be in the best interest of the District.

14. PROPOSAL LACKING SPECIFICITY

A proposal to any specific requirement of this Request for Proposal with text such a “negotiable”, “will negotiate”, or similar text, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.

15. EVIDENCE OF RESPONSIBILITY

Upon request of the District, a Proposer shall submit promptly to the District satisfactory evidence showing the Proposer’s financial resources, the Proposer’s experience in the type of work being required by the District, the Proposer’s organization available for the performance of the work and any other required evidence of the Proposer’s qualifications to perform. The District may consider such evidence before making its decision. Failure to submit evidence of Proposer’s responsibility to perform may result in rejection of the proposal.

16. COST OF PROPOSAL PREPARATION

Cost of preparation of the response to the Request for Proposal is solely the responsibility of the Proposer. Berkeley Unified School District accepts or implies no liability in the cost of preparation.

17. INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- A.** The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Proposer or with any competitor; and
- B.** Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to award directly or indirectly to any other Proposer or to any competitor; and that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

SCOPE OF WORK SECTION

THE SUCCESSFUL PROPOSER IS REQUIRED TO PROVIDE AND/OR PERFORM THE FOLLOWING SERVICES:

1. General Requirements

During the term of the Agreement, the TPA shall:

- A. Possess a valid State of California certificate to administer self-insured workers' compensation claims, be licensed to do business in the State of California, have a base office in California with a history of providing said services in California, and the supporting staff assigned to the account for examining, adjusting, and processing all claims, are within the State of California;
- B. At its sole cost and expense, insure its activities in connection with the agreement as follows:
 - 1) Workers' Compensation Insurance as required under the Workers' Compensation Laws of the State of California;
 - 2) Commercial General Liability Insurance with a minimum limit of liability of three million dollars (\$3,000,000) per occurrence;
 - 3) Business Automobile Liability Insurance with a minimum limit of liability of two million dollars (\$2,000,000) per occurrence for owned, non-owned, and hired vehicles;
 - 4) Professional Liability/Errors & Omissions Insurance with a minimum limit of liability of three million dollars (\$3,000,000) per occurrence;
 - 5) The issuance of a Fidelity Bond with a minimum limit of liability of one million dollars (\$1,000,000) protecting the District from loss due to access to the claims checking account;
 - 6) Name the District as additional insured on Commercial General Liability and Automobile Liability and furnish the District with Certificates of Insurance evidencing compliance with all insurance requirements; and
 - 7) Defend, indemnify, and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (to include reasonable attorney's fees), or claims for injury or damages arising out of the performance of an agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of the TPA.
- C. Be legally liable for any fines, citations, penalties, or other assessments made against the District because of any deficiencies in the services rendered, or required to be rendered, under this Agreement;
- D. Assign a minimum number of Adjusters/Senior Examiners, Supervisor(s), Manager(s), Assistant Examiners, and general office support staff to establish an examiner case load of no more than 130 open/active indemnity claims with future medical/medical only claims weighted as ½ of an indemnity claim;
- E. While it is desirable, the District does not require the contracted TPA to be located in Berkeley region. The servicing TPA office however, must be within a reasonable geographic radius of the District Office. During coverage business hours, the contracted TPA must provide a toll-free phone number, for District employees that will connect them to a live voice. Direct phone numbers that will connect employees to speak to, or leave a message with, Adjusters/Senior Examiners, Supervisor(s), Manager(s), and Assistant Examiners must be on all correspondence, in addition to the general TPA phone number. During non-coverage hours the toll-free number must allow recorded messages that the TPA will respond to within twenty-four (24) business hours. On occasion, TPA staff members must be available to meet with District employees at an agreed-upon site.

2. Reports

Standard, Custom, and Adhoc Reports shall be furnished **at no additional cost.**

Standard reports are typically monthly loss runs with employee names, occupation, DOI, accident description, injured body part, claim status, reserves, paid to date and incurred cost information to include all aspects of managed care cost and savings reports. Please provide a list of the reports that will be furnished at no additional cost to the District.

3. Required Services Descriptions

At a minimum, the TPA will provide all services listed below. During the term of the contract, the TPA shall represent, and act on behalf of, the District in matters pertaining to the administration of all workers' compensation claims incurred during the term of this agreement as well as all assumed claims with dates of loss predating the contract.

A. Claims Administration:

- 1) Receive notice and create claim files for all reported claims and maintain said claim files for the District;
- 2) Process all claims for workers' compensation benefits in accordance with state law, to include but not limited to the completion of California's First Report of Injury or Illness (Form 5020);
- 3) For all claims, contact injured employee by phone within 24 hours. Follow-up contact will also be made when a disabled employee is released to work, at time of settlement for unrepresented workers, and at least every 60 calendar days;
- 4) Investigate each reported claim to determine validity and compensability;
- 5) **Promptly** determine all benefits due for all compensable claims;
- 6) Guarantee timely delivery of all benefits, related expenses, to include but not be limited to investigations, rehabilitation, job analysis, medical services and reports, independent medical/hospital bill review fees, and Allocated Loss Expense due in accordance with payment procedures as established from funds provided by the District. The District shall be wholly responsible for providing such funds as may be required for such payments. Of note, under the Education Code, most employees are eligible for paid leave for 60 calendar days. For these employees, the TPA prepares a voucher and the injured employee continues to receive his or her regular paychecks. Once the employee's leave and other accruals are exhausted, Temporary Disability checks are sent directly to the employee from the TPA. The TPA handles all other loss and expense payments;
- 7) Properly and adequately document and handle defense of all claims considered non-compensable, assist and provide direction to selected legal counsel in preparation for defending the District through all stages of litigation;
- 8) Properly and adequately maintain pertinent data on all claim payments, providing the District full documentation of same;
- 9) Provide electronic access to claim notes which would detail plan of action (Non HIPPA);

- 10) Provide all personnel necessary to perform the services as agreed upon under the Agreement;
- 11) Provide complete claims handling and adjustment services of all assigned losses, to include initial and ongoing investigation, medical and litigation direction, and ongoing supervisory oversight, to include all cost control efforts through final claim resolution and/or closure;
- 12) Develop, implement, and maintain a *claim-specific* plan of action to include a meaningful resolution plan for each claim incurred, to include claims which do not result in lost time or permanent disability; and address any issues that arise to be accessible through the computerized diary;
- 13) ***Promptly*** establish, monitor, and periodically adjust claim-specific reserves through the life of each claim, to include adequate and appropriate analyses of all reserve changes in a format meeting with the District's approval;
- 14) Maintain a computerized diary – in the adjuster's notes – for each District claim, to include appropriate documentation regarding action and timing;
- 15) Provide all treating physicians with documentation of injured employees' essential job duties with an emphasis on early return to work practices, in close coordination with the District's designated representative;
- 16) Conduct and/or assist in conducting ongoing orientation and educational meetings for District personnel involved directly or indirectly with the reporting of injuries and the processing of claims;
- 17) Attend bi-monthly meetings, and conduct periodic in-person file reviews of claims as may be requested;
- 18) Provide the District up-dates on changes (or proposed changes) in statutes, rules, and regulations that affects the District's claims management, and recommend appropriate strategies for implementation of such changes;
- 19) Assist injured employees in obtaining and negotiating appropriate disability ratings. However, appropriate efforts should be put forth to achieve informal claims resolution through direct negotiation with injured workers and/or their legal representatives, referring claims to defense counsel only when all such efforts have been exhausted by the claims adjuster;
- 20) Provide Utilization Review and approval for all consults, diagnostics, physical therapy, pharmaceuticals, and other employer controlled medical services;
- 21) Investigate and pursue all potential subrogation issues on behalf of the District;
- 22) Consult with the District to identify and select appropriate legal counsel, directing and coordinating Counsel's activities on all litigation assignments;
- 23) Monitor and adjust defense counsel billings and expenses for appropriateness and containment of costs;
- 24) Coordinate and/or issue payment of all District claims and related expenses in a timely and appropriate manner;
- 25) Coordinate with an agency and/or ensure compliance with all mandatory Medicare reporting requirements.

B. Managed Care Services:

The TPA shall establish a clear protocol by which managed care services are triggered. Managed care costs shall be allocated to the involved claim files, not included as part of the contract administration fee, and are subject to the prevailing rates. All referrals to managed care shall be accomplished through the early intervention services program. Services include, but are not limited to:

- 1) Early intervention/telephonic case management;
- 2) On-site/field case management (medical and vocational) and catastrophic case management;
- 3) Telephonic case management, to include:
 - a) Client-managed care procedures observance
 - b) Hospital bill pre-screening
 - c) Development of treatment/return-to-work plans (in conjunction with transitional work services as appropriate)
 - d) Pre-certification of outpatient treatment plans
 - e) Network channeling assistance where jurisdictionally permissible
 - f) Direction, monitoring, and support of on-site case managers
 - g) Managed care plan recommendations and updates in electronic claim file records
 - h) Life-care plans
 - i) Utilization management services
 - j) Medical bills negotiation and repricing
 - k) Medical Provider Network (MPN)
 - l) Pharmaceutical Product Plan
 - m) Physician peer review services

C. Preferred Provider Organization (PPO) Network:

The TPA shall participate in, and make available with the District's final selection, an established and extensive Preferred Provider Organization (PPO) Network, as well as pharmaceutical and medical appliance programs. These services must provide significant savings below the medical services fees contained within the State of California Official Medical Fees Schedule.

D. Bill Review Services:

The TPA shall provide bill review services for all invoices received unless otherwise specified by the District. Fees associated with the bill review service shall be on a per-bill basis. For bills submitted by MPN members, the TPA shall share a percentage of the savings below the California Official Medical Fee Schedule rates in addition to the per-bill charge.

GENERAL CONDITIONS SECTION

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the Berkeley Unified School District, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Berkeley Unified School District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria including interview results. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the Berkeley Unified School District. The Committee will interview & evaluate all Proposers in accordance with the Interview Criteria & Interview Results. Evaluation scores will not be released until after award of proposal. The Berkeley Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the Berkeley Unified School District after all factors have been evaluated.

AWARD OF INTERVIEW CRITERIA.

Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

The evaluation committee may also contact and evaluate the Proposer's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. Discussions may, at the Berkeley Unified School District's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the Berkeley Unified School District will not disclose information derived from proposals submitted by competing Proposers.

AWARD SELECTION PROCESS. Selection of qualified Proposers will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or possible interviews after the written proposals have been evaluated. Interviews will be held with the most qualified respondents. The recommended proposals will be submitted to The Workers' Compensation Third Party Administrator and Managed Care Advisory Committee for contract approval. The Proposer selected will enter into an Independent Contractor Agreement with the Berkeley Unified School District.

The Workers' Compensation Third Party Administrator and Managed Care Advisory Committee may invite each proposer who successfully submits a proposal that meets both Third Party Administration and Managed Care Services of the District's Self-Insured Workers' Compensation Program and the Provider Qualifications to an interview. The interview process will allow each potential proposer to respond to a set of questions and to briefly demonstrate their product and services.

The Workers' Compensation Third Party Administrator and Managed Care Advisory Committee for the District will rate the proposers responses to the questions. The committee will make a recommendation to the Superintendent as to which proposer(s) best meets Districts needs for Third Party Administration and Managed Care Services of the District's Self-Insured Workers' Compensation Program.

COMPLIANCE WITH LAWS. Prevailing Law In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

COMPLIANCE WITH LAWS. Governing Law and Venue In the event of litigation, the proposal documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County, California.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy himself as to the character and quality of work to be performed as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the Berkeley Unified School District may rely that the Proposer has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Proposer to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the Berkeley Unified School District may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

FIDELITY BOND. Fidelity bond covering any and all principals, officers and employees involved in the trust fund account with adequate limit to indemnify the District for misappropriation of District funds.

NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Notarized Non-Collusion Affidavit with their Proposals. **See attached Affidavit – Exhibit B.**

EXCLUDED PARTIES CERTIFICATION. **See Exhibit C.**

PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by the Berkeley Unified School District must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

EXHIBIT A - COST PROPOSAL

RFP Workers Compensation Third Party Administrator Services / Managed Care Services

Name of Proposer _____

Address _____

City, State & Zip _____

CONTRACTOR'S PROPOSAL The undersigned Proposer agrees and will contract with the Berkeley Unified School District to provide workers' compensation TPA services, which includes managed care services for the District's self-insured workers' compensation program specified in the contract in the manner and time therein prescribed. Request for Proposal for **Workers' Compensation Third Party Administrator and Managed Care Services**, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

Proposer acknowledges receipt of Addenda Number(s) __, __, __, and __.

SERVICES	Three (3) Years	Fourth (4th) Year	Fifth (5th) Year
Claims			
Medical Provider Network			
Utilization Review			
Medical Bill Auditing			
Check Procedures			
RMIS Fees - conversion, licensing/# of users			
Other Misc. Fees – Ancillary Services, Reports, etc.			
Pricing			
Total	\$	\$	\$

THREE YEARS Total Base Proposal for Scope of Work (Written in Figures) (Written in Words) \$ _____

FOURTH YEAR Total Base Proposal for Scope of Work (Written in Figures) (Written in Words) \$ _____

FIFTH YEAR Total Base Proposal for Scope of Work (Written in Figures) (Written in Words) \$ _____

EXHIBIT B - NON-COLLUSION AFFIDAVIT

“Non-Collusion Affidavit” To Be Executed By Proposer and Submitted With Proposal

State of California

County of _____

_____, being first duly sworn, deposes and says that he or she is _____ (Owner) of _____ (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

(Date) Signed at (Place)

Proposer Name Authorized Representative (Person, Firm, and Corp.)

Address Representative's Name

City, State, Zip Representative's Title

ATTACH NOTARIAL ACKNOWLEDGEMENT FOR THE ABOVE SIGNATURE Workers' Compensation Third Party Administrator and Managed Care Services RFP

EXHIBIT C – EXCLUDED PARTIES CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither _____ nor
Name of Bidder

its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____ 2014 for the purposes of submission of this bid.

Signature

Typed or Printed Name

Title
