



FONTANA UNIFIED SCHOOL DISTRICT
Purchasing Department
9680 Citrus Avenue
Fontana, CA 92335

REQUEST FOR PROPOSAL – RFP #24/25-0022

**WORKERS’ COMPENSATION CLAIMS ADMINISTRATION AND
MANAGED CARE SERVICES**

ISSUE DATE: NOVEMBER 5, 2024

RFI DEADLINE: NOVEMBER 12, 2024

RFP SUBMITTAL DATE: NOVEMBER 20, 2024

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1. INTRODUCTION

The Fontana Unified School District (hereinafter referred to as “FUSD”), 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 for: 1) Workers’ Compensation TPA services; 2) Managed Care Cost Containment Services; 3) Both services in total.

FUSD purchases Excess Insurance at retention of \$750,000. The proposing firm must be approved to handle claims in California.

FUSD currently is Self-Insured and Self-Administered to handle new and existing claims. FUSD is requesting TPA RFP respondents offer claims administration and managed care services in an office located in Southern California. The TPA is responsible for management information systems, computer hardware and office supplies appropriate for the management of the FUSD workers’ compensation claims program.

FUSD requires a TPA partner who demonstrates an innovative and effective claims management and cost containment process that is streamlined and user-friendly, has strong customer service focus, solid reporting capabilities, effective technological capabilities, proactive and consistent management of employee occupational absences, competitive rates and fees, and the ability and willingness to comply with FUSD’s performance standards. The proposing firm’s staff should have proper licensing to perform claims administration services. The proposing firm should evidence a strong regional presence in the Southern CA area and depth of staff necessary to perform the claims administration services requested now, and into the future.

This Request for Proposal (RFP) contains specifications covering the administration of FUSD’s workers’ compensation program. This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals. The release of this RFP supersedes all other documents related to the work to be done. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to the administration of the program obtained from any source, either by written or verbal communications. This RFP shall not be construed (1) to create an obligation on the part of FUSD to enter into a contract with any firm or (2) to serve as the basis of a claim for reimbursement for expenditures related to the development of a proposal. Notwithstanding other provisions of this RFP, TPA’s are hereby advised that this Request for Proposal is an informal solicitation of proposals only.

2. BACKGROUND INFORMATION

The Fontana Unified School District (FUSD) is a Southern California Public K-12 school district. FUSD has 30 Elementary Schools, 7 Middle Schools, 5 High Schools, 2 Continuation High Schools and 1 Adult School. In addition, FUSD has the Innovation Empire. There are approximately 33,000 students and over 5,000 employees at FUSD.

All FUSD staff and managers are highly qualified and experienced in their fields of expertise. In addition, we contract with the most reputable vendors in the insurance industry to obtain the best specialized services available. The District maintains a risk management office that oversees the workers' compensation program.

This Request for Proposal covers the administration of the self-insured claims and all new workers' compensation program claims beginning February 1, 2025 (subject to change), for FUSD. Current inventory figures are:

- Open Indemnity – **239**
- Open Future Med – **76**
- Open Med Only – **25**

This RFP is for all claims incurred by FUSD for all policy periods. Please note that through this RFP selection of a claims administrator and manage care provider, the aforementioned claims shall be transferred to the new administrator as required by the State of California, Department of Industrial Relations.

3. INFORMATION AND GENERAL CONDITIONS

3.1 Preparation of Proposal Documents

RFP Response shall be received in the Office of the Senior Director of Purchasing, Warehouse and Mail Services, at 9680 Citrus Avenue, Building No. 30, Fontana, CA 92335 no later than 2:00 p.m. PST on November 20, 2024, with the following subject line: RFP # Workers' Compensation Claims Administration and Managed Care Services.

FUSD's Purchasing Department will be your sole point of contact during the RFP process. Questions pertaining to the proposal shall be emailed to bidinquiries@fusd.net no later than 12:00 p.m. PST Friday, November 13, 2024. (Emailed questions will be replied timely to ALL firms via Addendum).

Proposals shall be delivered to:

Shamica Nance, Senior Director
Purchasing, Warehouse and Mail Services,
Fontana Unified School District
9680 Citrus Avenue, Bldg. #30
Fontana, CA 92335
Shamica.Nance@fusd.net

3.2 Signature

The proposer must complete Exhibit A and be signed in the name of the Contractor and must bear the signature of the person authorized to sign Proposals on behalf of the Contractor.

3.3 Completion of Proposals

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of any kind.

A proposal will be rejected if, in the opinion of FUSD, the information contained therein was intended to erroneously and fallaciously mislead FUSD in the evaluation of the proposal.

3.4 Erasures

The proposal submitted must not contain erasures, inter-lineations, or other corrections unless each correction is authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal.

3.5 Examination of Contract Documents

Contractors shall thoroughly examine the contents of this RFP. The failure or omission of any Contractor to receive or examine any contract document, form, instrument, addendum, or other document, shall in no way relieve any Contractor from obligations with respect to this RFP or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this Section.

3.6 Addenda

FUSD may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who have been furnished the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix to the RFP reference number.

3.7 Modification of RFP Response

A Contractor may modify the proposal after its submission by written notice of withdrawal and resubmission before the time and the date specified for submission of proposals. Modifications will not be considered if offered in any other manner.

3.8 Withdrawal of Proposals

A Contractor may withdraw their proposal by submitting a written request for its withdrawal to FUSD at any time before the date scheduled for proposal submission. The Contractor may thereafter submit a new proposal before the proposal submission date. Proposals may not be withdrawn after the proposal submission date.

3.9 Rejection of Proposals

FUSD reserves the right to reject any or all proposals received as a result of this Request for Proposal or to negotiate separately with any Contractor when it is determined to be in the best interest of FUSD.

3.12 Cost of Preparation of Proposals

Costs for developing responses to this RFP are entirely the responsibility of the Contractor and shall not be the responsibility of FUSD.

3.13 Award of Contract

If the contract is awarded, it will be to the responsible Contractor whose proposal is deemed to be the best proposal and whose proposal best meets the requirements of the RFP documents and any addenda thereto, except for irregularities waived by FUSD. It is anticipated that award of the contract will be made within approximately sixty (60) days after the closing date for the Submission of Proposals. If award cannot be made within this time period, the Contractors will be requested, in writing, to extend the time period during which the Contractor agrees to be bound by his proposal. Written notification will be made to unsuccessful Contractors.

3.14 Errors in Proposal

Contractors shall be bound by the terms and conditions of their proposals, notwithstanding the fact that errors are contained therein. However, if immaterial errors are found in a proposal, FUSD may notify the Contractor that the submitted proposal contains errors and require the Contractor to correct the errors.

3.15 Protest Procedures

Any bid protest by any Bidder regarding any other bid on this RFP must be submitted in writing to the District within 5 working days after receipt of notification of the contract award. The written protest must also be concurrently transmitted to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. To be considered, the protest must contain the following information:

1. A complete statement of all legal bases for the protest with reference to the specific portions of relevant documents which support the bases for the protest.
2. The name, address and telephone number of the person representing the protesting party.

The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

3.16 **Workers' Compensation**

In accordance with the provisions of Section 3700 of the Labor Code of the State of California, each Contractor shall sign and file with FUSD the following certificate before performing the work under the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the contract."

3.17 **Related Experience**

Each Contractor shall submit with his proposal:

- A minimum of three (3) clients for whom similar work has been performed in the past three (3) years.
- A minimum of two (2) clients who have discontinued a contract for similar work in the past three (3) years.

The reference list shall include the names and addresses of the client, the name, title and telephone number of each client's primary manager, and the dates the work was performed. During the evaluation and selection process FUSD may contact each of the referenced clients. Contractors are hereby advised that FUSD maintains the sole and exclusive right to determine whether or not the Contractor can perform the work to be done.

3.18 **Tentative Schedule of Events**

Closing Date for RFP Questions	November 13, 2024
Proposal Due Date	November 20, 2024
Anticipated Presentation Date	TBD
Anticipated Notice of Intent to Award	December 2, 2024
Anticipated Board Approval/Contract Award	December 18, 2024

3.19 Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, FUSD shall have the right to terminate any contract that may be entered into with Contractor and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

3.20 Record Retention and Inspection

The Contractor agrees that FUSD shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent records pertaining to the Agreement. Including all medical records.

3.21 Assignment

This Agreement, or any interest therein, may not be assigned without the prior written consent of FUSD.

3.22 Compliance with Laws

Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances, policies and procedures in the conduct of the program as specified herein.

3.23 Termination of Agreement

This Agreement may be terminated by either party at the end of any contract period by providing written notification of same thirty (30) days prior to the date of termination. Notice shall be given by certified mail.

3.24 Termination for Non-performance

If the Contractor refuses or fails to perform services as required to provide FUSD with efficient administration including furnishing properly trained personnel, or if he should be adjudged as bankrupt, or if a receiver should be appointed on account of insolvency or should repeatedly refuse or fail to provide service as required, or Contractor persistently disregards laws, ordinances, or instructions of FUSD, or is otherwise guilty of a substantial violation of the Agreement, then FUSD may, without prejudice to any other right or remedy, serve written notification of intention to terminate the Agreement.

Such notice shall contain the reasons for such intention to terminate, and unless within fifteen (15) days after service of such notice the condition or violation shall cease and satisfactory arrangements for the correction thereof be made, the Agreement shall upon

the expiration of the fifteen (15) days cease and terminate. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to FUSD.

3.25 Independent Contractor

While performing services under the Agreement, Contractor is an independent contractor and not an officer, agent or employee of FUSD.

3.26 Confidentiality

The Contractor shall hold in strict confidence all medical reports, records, employment records, claim forms and other data pertaining to FUSD and its employees, except as may be required for the performance of duties as specified in the Agreement.

3.27 Hold Harmless Agreement

The Contractor shall hold harmless and indemnify FUSD, its member districts, their officers and employees from every claim or demand made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, contractor, or corporation employed directly or indirectly by the Contractor upon or in connection with performance under the Agreement, however caused;
- b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor, or by any person, firm or corporation directly or indirectly employed by the contractor upon or in connection with performance under the Agreement; and,
- c. The Contractor at its own expense and risk shall defend any legal proceeding that may be brought against FUSD, its member districts, their officers, agents and employees on any such claim or demand as set forth in paragraph a. and b. above of this subsection and pay and satisfy any judgment that may be rendered against FUSD and the Contractor as it pertains to this subsection.

3.28 Term of Agreement

The initial term of the Agreement will be for a period of three (3) years and then renewable for two (2) one (1) year terms at the discretion of the District.

3.29 Permits Licenses

The Contractor, its employees and agents, shall secure and maintain valid permits and licenses as required by law for the execution of services pursuant to this Agreement.

3.30 Public Liability and Property Damage Insurance

Contractor shall maintain commercial general liability (CGL) insurance (covering bodily injury and property damage) in an amount not less than:

- One Million Dollars (\$1,000,000) combined single limit per occurrence and

- Two Million Dollars (\$2,000,000) combined single limit aggregate.
- CGL insurance shall be primary to any other insurance carried by FUSD or its member districts. Contractor shall not commence work under this Agreement until all required insurance have been obtained and certificates of insurance have been delivered to and approved by FUSD. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability until notice has been given to FUSD of such cancellation or reduction. Date of cancellation or reduction shall not be less than sixty (60) days after the notice is given."

Certificates of insurance shall name the Fontana Unified School District (FUSD) as an additional insured. In addition, said certificate shall state the extent of insurance, the locations and operation to which insurance applies and the expiration date of the insurance.

3.31 **Blanket Fidelity Bond**

The Contractor shall maintain a blanket fidelity bond in the amount not less than Two Million Dollars (\$2,000,000) with an approved corporate surety covering any and all principals, officers and employees involved in the performance of the agreement and the trust fund (impress) account.

3.32 **Errors and Omissions Insurance**

Contractor shall maintain Errors and Omissions Insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and aggregate. Consideration will be given to contractors that can show evidence of higher limits. If the contractor has Errors and Omissions, please specify: carrier, policy number, limits, deductible, and expiration date.

STATEMENT OF WORK

Contractor shall perform all services required to supervise and administer the workers' compensation program for FUSD and to act as FUSD's representative in matters relating to FUSD's obligations under the Workers' Compensation laws of the State of California. Contractor shall perform but is not limited to the following services on behalf of FUSD:

4.1 Program Administration

- 4.1.1 Provide staff, professional and clerical, as required to administer FUSD's workers' compensation program in compliance with all rules and regulations governing the administration of self-insurance pursuant to Section 3700 et, seq., of the Labor Code and the California Administrative Procedures Act (Government Code, Title 8).
- 4.1.2 Prepare an Operating Manual for the use by FUSD. This manual shall specify claims activities and processing, organization of claims files, and procedures for reporting industrial injury claims. Contractor shall conduct or assist in conducting orientation meetings for the personnel directly involved in processing such claims not less than one time per year.
- 4.1.3 Provide to FUSD information on changes or proposed changes in statutes, rules, and regulations affecting the FUSD's responsibility and the responsibilities of its personnel under a self-insured workers' compensation program within thirty (30) days of any change.
- 4.1.4 Review with FUSD the program progress, including identification of problem areas, and recommend solutions thereto. Provide consultative services as required to assure success of the program.
- 4.1.5 Contractor shall have the necessary staff to effectively handle FUSD's existing open workers' compensation claims to the satisfaction of FUSD.

4.2 Claims Administration

- 4.2.1 Review and process all claims for workers' compensation benefits in accordance with the requirements of the Industrial Relations Department for reporting and notification.
- 4.2.2 Determine the compensability of claimed injuries and illnesses in accordance with the State of California Workers' Compensation Laws.
- 4.2.3 Determine eligibility for and recommend payment of medical benefits and authorize examinations to determine the nature and extent of disability when appropriate.
- 4.2.4 Obtain and evaluate medical expert opinion as to the nature, extent and duration of temporary disability and the amount of any residual permanent disability to be anticipated.

- 4.2.5 Review, compute, recommend and authorize payment of temporary disability and permanent disability benefits due an injured employee whether paid voluntarily or under Decisions, Orders, or Findings and Awards of Workers' Compensation Appeals Board. Relative to permanent disability, this includes Informal Advisory Ratings and Consultative Evaluations.
- 4.2.6 Refer litigated cases to attorneys utilizing legal firms determined by FUSD. Assist the attorneys in the preparation of litigated cases, negotiations of compromise and release settlements, and subrogation actions. Contractor shall not hire attorneys without the approval of FUSD.
- 4.2.7 Investigate or arrange for investigation of, as necessary and appropriate, questionable cases and the status of disabled employees in order to adjust all cases and to assist in the trial or settlement of litigated cases.
- 4.2.8 Review claims, which involve a suspicion of Fraud with FUSD for consideration of report to the Department of Insurance, Fraud Division. Maintain special investigation unit panel for oversight of these claims.
- 4.2.9 Represent FUSD at hearings which involve workers' compensation claims against FUSD and/or its member districts.
- 4.2.10 Report claims, maintain records on, and effect collections from, excess reinsurer on behalf of FUSD.
- 4.2.11 Administer claims promptly to avoid self-imposed penalties and penalties for unreasonable delays. FUSD reserves its right to be reimbursed for all administrator-caused penalties and interest. Such payments shall be reported to FUSD monthly.
- 4.2.12 Review reserve calculation for claims reserve increases at or above \$50,000 with FUSD.
- 4.2.13 Prepare and file, in a timely manner, all reports which are now, or will be, required by the State of California or other governmental agencies with respect to self-funded program.
- 4.2.14 Provide a claims review no less than every three (3) months or upon the request of FUSD.

4.3 Medical Administration and Control

- 4.3.1 Recommend and maintain a medical provider network, which should include a panel of physicians, dentists, chiropractors, and other practitioners for the initial treatment of injured employees and recommend a panel of such specialists as may be required for long-term or other disabilities requiring, special treatment.
- 4.3.2 Monitor treatment programs for injured employees, including review of all "Doctor's First Report of Work Injury" to assure that treatment is related to a compensable injury or illness.

- 4.3.3 Maintain close liaison with treating physicians to assure that employees receive proper care and to avoid over-treatment situations. Utilize telephonic and field nurse case management with approval of FUSD to obtain reasonable treatment plan and targets for return to work and medical improvement.
- 4.3.4 Authorize hospitalization, surgery and any other types of approved treatment as required after determination of liability in conformance with Labor Code Sections 4600 and 4601.
- 4.3.5 Review, audit, compute and authorize payment of all medical bills in conformance with the Recommended Minimum Fee Schedule as set forth by the Division of Workers' Compensation. All bills will be processed with bill review.
- 4.3.6 Provide liaison with any cost containment services with whom FUSD chooses to utilize. (Utilization review)
- 4.3.7 Complete administration and processing of all lifetime medical cases awarded or ordered by the Workers' Compensation Appeals Board.
- 4.3.8 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.

4.3.9 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.

4.3.10 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.

4.3.11 FUSD will have the exclusive right to the choice of nurse case management company.

4.4 Legal Services

- 4.4.1 Retain a panel of attorneys determined by FUSD who are specialists in the defense of Workers' Compensation litigation for defense of cases before the Appeals Board. Monitor all litigated cases from the time an application is filed with the Appeals Board until final disposition is rendered.

- 4.4.2 Consult with FUSD and attorneys as required to ensure that all facts and investigations necessary will be available on a timely basis.
- 4.4.3 Ensure that necessary subpoenas for records and/or witnesses are issued and depositions taken.
- 4.4.4 Ensure timely filing and serving of Answers to Applications and of medical records.
- 4.4.5 Review and consult with FUSD on ALL proposed settlements. Approval of all settlements must be secured from FUSD before a Compromise and Release or Stipulated Settlement is filed with the Appeals Board for approval.
- 4.4.6 Protect the interests FUSD in third party cases, including filing of Complaints in Subrogation, where appropriate.
- 4.4.7 Have FUSD copied on all litigated files and correspondence.

4.5 Employee Services

- 4.5.1 Provide information and guidance to the employees of FUSD regarding workers' compensation benefits, inquiries on specified injuries and permanent disability ratings in accordance with policies of FUSD.
- 4.5.2 Assist in resolving employee problems related to an industrial injury in non-litigated cases.
- 4.5.3 Assist in the development of policies and procedures to ensure that the employee's ability to work is consistent with the findings of the Workers' Compensation Appeals Board.

4.6 Reporting Services and Record Retention

- 4.6.1 Provide FUSD with regular monthly and periodic reports in the format and number requested by FUSD. Such reports include, but may not be limited to, the following:
 - Loss Experience Report
 - Consolidated Management Report
 - Location Report
 - Graph Analysis and Loss Narrative Report
 - Management Summary Report
 - Weekly Claims Register
 - Monthly Claims Summary Report
 - Monthly Claims Register Report
 - Annual Report to State

- Annual Tax Statements Including Federal Form 1099 and State Form 599 as Appropriate
- Review of Large and Litigated Claims
- Penalty and Interest Payment Report

4.6.2 All claim files, records, reports, and other documents or materials pertaining to FUSD's claims shall be the property of FUSD, shall be available for FUSD's use at any time, and shall be delivered to FUSD, or its designate, upon termination of the Agreement. During the term of the Agreement, the administrator is responsible to maintain and store open and closed claims.

4.7 Workers' Compensation Trust Fund Checking Account (Imprest Account)

4.7.1 FUSD shall establish a trust fund checking account to cover payments and reimbursements applicable to the self-insured workers' compensation program.

4.7.2 The trust fund checking account shall be established in the name of the Contractor as agent of FUSD. Deposits shall be made to the account as required to ensure that funds are available for payment of claims for settlement and allocated loss expenses upon presentation of check or warrant Contractor shall not draw on the trust fund checking account for any purpose other than adjustment of claims and payment of allocated loss expenses.

4.7.3 The Contractor shall monitor the trust fund account and make recommendations to FUSD as to the appropriate level of funding for the account in order to comply with established laws.

4.7.4 The Contractor shall provide FUSD with a detailed accounting of all workers' compensation benefits and allocated loss expenses paid from the fund on at least a monthly basis. The detailed accounting shall include the date and check number of all benefit and allocated loss payments and shall also include appropriate supporting documentation for allocated loss expense payments. A monthly check register summary shall be provided. Contractor is responsible for erroneous payments made from the account by their error. The amount of any such erroneous payments made from the account shall be deducted from administrative fee payments.

4.7.5 Contractor shall develop, implement and maintain security procedures to ensure safeguard of funds in the account and the bank checks. Such procedures shall be approved by FUSD.

4.8 General Requirements

- 4.8.1 The Contractor shall be a recognized administrator of self-insured workers' compensation programs, licensed to do such business in the State of California. A copy of the California license shall be provided by the Contractor prior to execution of the Agreement.
- 4.8.2 The Contractor shall have a financially stable organization as determined by FUSD.
- 4.8.3 The Contractor shall be responsible to reimburse FUSD for all contractor-caused penalties and interest; including office of benefit enforcement penalties.

5. PROPOSAL RESPONSE REQUIREMENTS

5.1 General

Each Contractor shall complete this portion of the Request for Proposals by discussing each item in the order presented. The responses must be legible, clear, accurate, complete, and must be signed by an authorized representative.

5.2 Title Page

Indicate the name of the firm, the local address, the name of the firm's contact person, the telephone number of the contact person and the date.

5.3 Table of Contents

Include a clear identification of the material submitted by your firm by section and by page number.

5.4 Profile of Firm

- 5.4.1 State the location of the office from which the work will be done if your firm is awarded the contract, the number of partners, managers, seniors, supervisors and other professional staff employed at this Office.

5.5 Contractor's Staffing and Qualifications

- 5.5.1 Indicate the name of the person(s) who will manage the administration activities as specified in this Request for Proposals. Provide a brief resume of the manager's and claim adjuster's background training and experience. Specifically discuss the individual's experience in managing a claims administration program of the size and scope of the program described herein.
- 5.5.2 Indicate the names of claims supervisors who will be assigned to FUSD's workers' compensation program. Include a brief resume of each individual's background

training and experience. Indicate whether the supervisors are licensed by the State of California. Please indicate your supervisor to employee ratio. Please outline your supervisory best practices for quality control.

- 5.5.3 Indicate the number and level of examiners to be assigned as a ratio of open indemnity claims per examiner and examiner to claim assistant ratio that will be proposed for FUSD. The minimum qualifications of examiners is two (2) years' experience. Specifically address the proposed team's experience with California Ed Code, familiarity with local WCAB, attorney and medical community in the San Bernardino and Riverside County.

5.6 Cost Control

- 5.6.1 Describe in detail how your firm actively reports and participates in fraudulent claims and fraud investigations. Do you have a formal SIU and processes in place?
- 5.6.2 Identify outside service firms used for investigation, subrogation, sub-rosa, etc.
- 5.6.3 Describe any innovative cost control mechanisms you are using which have proven to be effective for your clients.

5.7 References

- 5.7.1 Provide a list of public sector clients for whom your firm has provided workers' compensation administration services in the past two (2) years. Also provide:
- A minimum of two (2) clients for whom similar work (as outlined in the scope of work) has been performed in the past two (2) years.
 - A minimum of two (2) clients who have discontinued a contract for similar work in the past (2) years.

Indicate the scope of the work performed for each of the referenced clients; the name of the client; address and telephone number; and the name of each client's primary manager. Please indicate if there are any local clients in the Los Angeles area.

5.8 Training

Describe procedures you will utilize to provide training to staff of FUSD in the following areas:

- 5.8.1 Claims administration and processing.
- 5.8.2 Program implementation
- 5.8.3 Legal responsibilities of FUSD
- 5.8.4 Safety/Loss Control.

5.9 Claim File Reviews and Reports

What is your firm's policy on providing claim reviews; will you conduct claim reviews with FUSD Describe the various reports to be prepared by your firm, and provided as part of this proposal, related to the self-insurance program and the frequency thereof (attach samples of proposed reports). What reports will you provide to FUSD? What are standard reports and will you provide customized reports?

5.10 Security and Control Procedures

Discuss procedures utilized by your firm to insure the security of the trust fund account.

5.11 Medical Services

5.11.1 Discuss the recommended panel of medical experts, including specialists who may be utilized to review and/or provide treatment.

5.11.2 Describe medical control procedures to be utilized by your firm.

5.12 Inquiry Assistance

Discuss the extent that you will assist FUSD and its staff with workers' compensation inquiries, questions and problems. Will there be a staff member dedicated to account management for the District's workers' compensation claims? If so, please explain.

5.13 Recordkeeping

Describe record-keeping procedures to be utilized for all aspects of the self-insurance administration program. Include a plan for closed claims storage and retrieval. Please also discuss any cost associated with claim storage or retrieval.

5.14 Fee Structure

Describe your fee structure to handle current and new claims as described in Section 2

5.14.1 Outline fees (if any) not included in claims administrator fees, if any, such as but not limited to:

- Subrogation fees
- Medical network access fees
- Case management fees:
 - i. Telephonic
 - ii. Field
- Pharmacy program fees
- Bill review fees
- Investigation fees:
 - i. AOC/COE face to face

- ii. Activity check and subrosa
- Claims Index Bureau fees
- Client access fees
 - i. Startup
 - ii. Special report
 - iii. Data transfer
 - iv. Data storage/maintenance
 - v. Monthly reports
 - vi. OSHA reporting
 - vii. Acknowledgments

The fee structure should be quoted on a three (3) year basis plus two (2) one (1) year option years.

5.15 Experience of Firm

Discuss experience of your firm relative to administration of self-insured workers' compensation programs (specifically in reference to public schools). Discuss specific experience in the Los Angeles area.

5.16 What does your firm offer that others don't? What makes you unique and the best qualified to meet the needs and goals of FUSD?

**RFP Workers Compensation Third Party Administrator Services /
Managed Care Services**

PROPOSER

NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

RESPONDENT'S PROPOSAL - The undersigned Proposer agrees and will contract with the Fontana Unified School District to provide () workers' compensation TPA services; () managed care services; () workers' compensation TPA and managed care services of 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:

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.			
Total	\$	\$	\$

TOTAL BASE PROPOSAL

THREE YEARS

\$ _____

Written in words:

FOURTH YEAR

\$ _____

Written in words:

FIFTH YEAR

\$ _____

Written in words:

MANAGED CARE SERVICES BIDDER QUESTIONNAIRE

All Bidders proposing managed care services are required to organize responses in exact order listed below:

Company

1) Please complete the following table detailing your organization's managed care services:

Managed Care Service	Offered? (Yes/No)	First Year Offered	Leased or Subcontracted? (Yes/No. If Yes, specify provider)*
a) Medical Bill Review (MBR)			
b) Preferred Provider Organization (PPO)			
c) Medical Provider Network (MPN)			
d) Negotiation/Specialty Bill Review (SBR)			
e) Telephonic Case Management (TCM)			
f) Field Case Management (FCM)			
g) Utilization Review (UR) including Physician Advisor (PA)			
h) Pharmacy Benefits Management (PBM)			
i) Other Ancillary Services (as an aggregator intermediary performing referral, clinical management, and billing) such as diagnostics, physical medicine and DME. Please provide information for each service offered.			
j) Electronic Data Interface (EDI) to claims administration systems			
k) Other:			

* Refers to the leasing or subcontracting of software, PPO networks, ancillary vendor networks or third-party business relationships.

2) Please provide fiscal year 2024 revenue and worker's compensation specifically net income. Please provide both organization-wide revenue/income as well as a further

breakdown by service line (i.e. Repricing, Case Management, Utilization Review). Please provide fiscal year 2013 total bill volume and gross charge volume processed.

- 3) Please list all merger/acquisition activity involving your organization over the last three years.
- 4) Please provide names and titles of principal staff that will be assigned to ongoing departmental operations on the District's account. For each person, please indicate whether or not that person will be permanently designated to the District's account. For each respective staff member, please provide his/her primary office location, detailed professional experience, and related account experience. Please provide the principal staff member(s) for all of the following account responsibilities:
 - a. Senior/Executive Management Representative. Is your organization willing to commit to this representative's direct involvement as requested by the District on the District program?
 - b. Account Management
 - c. Bill Review Operational Management
 - d. Bill Review Analysts
 - e. PBM Operational Management
 - f. Other Ancillary Networks Operational Management
 - g. Diagnostics Operational Management
 - h. Systems and IT Support
 - i. Product Support (i.e. report development)
- 5) Based on your knowledge of the District program, please provide organization/contact information for three like-account clients that will provide the District with references regarding the workers' compensation managed care services provided by your organization. The District prefers that these clients are structurally similar to the District, with geographic dispersion of medical activity similar to District geographic dispersion, and approximate similarity in program size (as measured by medical charges and bill volume).
- 6) The District program will be required to operate in compliance with a comprehensive program specification (key protocols summarized below). Please indicate for each item whether or not your organization is willing to comply with each of these requirements:
 - a. Technical bill review performed on an extensive range of CPT codes.
 - b. Other bill review specs set to maximize savings, even if additional operating cost is incurred.
 - c. Precise reporting as defined on pg. 21 of this Questionnaire.
 - d. Maximum organizational and account management responsiveness.
 - e. Maximum accountability for service results – commitment to reimburse all provider overpayments resulting from vendor error and all service fee overcharges.

- 7) Referring to the OEO subcontracting requirements, please detail how your firm would propose to address this requirement specific to managed care and medical cost containment services only.

Pricing

- 8) Please provide pricing for all the services listed in your response to Question 1 above. Please provide pricing utilizing only the structures listed below:
- a. Medical Bill Review (MBR): Please provide both 1) per-bill rates and 2) per-line rates. Please note that MBR rates will not apply to full duplicate bills or reconsiderations and includes EOR mailing to providers. Please also provide rates for processing of full pay/non-medical bills.
 - b. PPO access: Please provide percent-of-savings rates only, for all available networks.
 - c. Negotiation/specialty review (SBR): Please provide percent-of-savings rates only.
 - d. TCM and FCM: Please provide options for hourly rates, per-case rates, and tiered flat rates (whereby multiple annual fixed cost levels are offered up to certain volume thresholds). Note that the majority of District case management activity is currently addressed via TCM.
 - e. UR and PA: Please provide options for per-case rates for UR, by-specialty hourly rates for Physician Advisor services (please specify minimum billing increments for hourly rates), and tiered flat rates for all UR/PA (whereby multiple annual fixed cost levels are offered up to certain volume thresholds).
 - f. PBM: Please provide AWP-based and pass-through pricing, along with any percent-of-savings fees applied only to below-fee schedule savings. Note that pricing that foregoes any percent-of-savings fee is strongly preferred.
 - g. Other ancillary services: Please provide your typical pricing structure for all ancillary services.
- 9) How are fees for savings below-fee schedule from PPO, Pharmacy Benefits Management (PBM), physical medicine/diagnostic services, and SBR services applied? Are different fees assessed for savings resulting from fee schedule application vs. PPO/PBM/physical medicine/diagnostic contract-driven savings? Are savings achievable through fee schedule/U&C/UCR recognized in all cases?
- 10) Is your organization willing to implement performance-based incentive structures for the District's account, whereby your service rates are adjusted up or down based on savings performance, workflow accuracy and timeliness, and other financial or operational criteria?

Reporting

11) Please confirm that your organization can and will provide monthly MBR savings summary reports that reflect all of the following parameters:

- a. Net full duplicate charges and savings (partial duplicates should be included). Please confirm.
- b. Net all charges and savings related to examiner-directed full bill denials (partial denials should be included), review-only bills, and non-reviewable documents such as provider appeal letters. Please confirm.
- c. Net all charges and savings related to full bill denials generated from sendbacks/additional information denials (partial denials should be included). Please confirm.
- d. Net all charges and savings related to disallowances due to enforcement of Utilization Review and case management treatment determinations. Please confirm.
- e. Savings reflect the net impact of reconsiderations (i.e. savings are adjusted down to reflect the impact of reconsiderations), and additionally that your results do not include both initial and reconsideration reviews. *Example: An original bill is reviewed in January and reconsidered in February. Your January reports should contain the original review, and your February report should on a net basis contain only the incremental impact of the recon (charges unchanged, savings negative, allowance positive, fees reflecting only additional and refunded amounts).* Please confirm.

12) Please confirm that your organization can provide monthly MBR summary reports, in compliance with the above reporting parameters and containing the following data elements:

- a. Bill count, net full duplicates
- b. Gross charges
- c. Fee schedule/bill review savings
- d. PPO savings
- e. Negotiated discount savings
- f. Other savings (specifying each other type)
- g. Total savings
- h. Fee schedule/bill review fees
- i. PPO fees
- j. Negotiated discount fees
- k. Other fees (specifying each other type)
- l. Total fees

13) Please confirm that your organization can provide monthly MBR bill detail reports, in compliance with the above reporting parameters and containing the following data elements for each bill:

- a. Bill identifier, claim number
- b. Claimant
- c. Provider
- d. Date(s) of service
- e. Gross charge
- f. Reductions, separated by type
- g. Fees, separate by type
- h. Sum totals of bill volume, charge, reduction, and fee data by bill type (i.e. medical, inpatient hospital, outpatient hospital, pharmacy, medical legal, etc.)

14) Please confirm that your organization can provide monthly MBR line detail reports, in compliance with the above reporting parameters and containing the following data elements for each line:

- a. Bill identifier, claim number
- b. Claimant
- c. Provider
- d. Date(s) of service
- e. Procedure code
- f. Related diagnosis code
- g. Gross charge
- h. Reductions, separated by type
- i. Fees, separate by type
- j. Sum totals of bill volume, charge, reduction, and fee data by bill type (i.e. medical, inpatient hospital, outpatient hospital, pharmacy, medical legal, etc.)

15) Please confirm that your organization can provide monthly CM summary reports that contain the following data elements and parameters:

- a. Separate reports for Telephonic Case Management and Field Case Management
- b. Separate reports for New Referrals, Open Cases, and Closed Cases
- c. Claim number
- d. Claimant name
- e. Claims examiner
- f. Provider name
- g. Injury dates
- h. Referral dates
- i. Referral lag (injury date to referral date)
- j. Case duration
- k. Fees charged in the month being reported
- l. Fees to date

- m. Hard Savings to date (documented treatment/durable medical equipment/Vocational Rehabilitation costs scheduled to be incurred and avoided through nurse intervention)
- n. Soft Savings to date (projected savings due to comparison of achieved treatment costs versus national treatment guidelines)

16) Please confirm that your organization can provide monthly CM detail reports that contain the following data elements and parameters for each case:

- a. Separate reports for Telephonic Case Management and Field Case Management
- b. Separate reports for New Referrals, Open Cases, and Closed Cases
- c. Claim number
- d. Claimant name
- e. Claims examiner
- f. Provider name
- g. Injury dates
- h. Referral dates
- i. Referral lag (injury date to referral date)
- j. Case duration
- k. Itemized fees with descriptions for each billing item (all reports)
- l. Itemized savings with descriptions for each savings item (all reports)

17) Please confirm that your organization can provide monthly UR reports that contain the following data elements:

- a. Claim number
- b. Claimant name
- c. Claims examiner
- d. Provider name
- e. Injury dates
- f. Referral dates
- g. Referral lag (injury date to referral date)
- h. Turnaround time for all decisions and notification elements for which there are deadlines under state statutes
- i. Case duration
- j. Itemized fees with descriptions
- k. Itemized savings with descriptions (explicitly denied medical treatment or costs)
- l. Categorically separated fees (i.e. UR fees, PR fees)
- m. Outcome descriptions
- n. Totals for each of the following:
 - i. Case/claim count
 - ii. UR count
 - iii. PR count
 - iv. UR fees

- v. PR fees
- vi. Total UR/PR savings
- vii. Denials
- viii. Modifications
- ix. Appeals
- x. Overturned denials
- xi. Overturned modifications

Savings Performance

18) Please confirm that in responding to all data requests contained in this RFP, all of your organization's data for gross charges and savings will reflect all of the following parameters:

- a. Net full duplicate charges and savings (partial duplicates should be included). Please confirm.
- b. Net all charges and savings related to examiner-directed full bill denials (partial denials should be included), review-only bills, and non-reviewable documents such as provider appeal letters. Please confirm.
- c. Net all charges and savings related to full bill denials generated from sendbacks/additional information denials (partial denials should be included). Please confirm.
- d. Net all charges and savings related to disallowances due to enforcement of Utilization Review and case management treatment determinations. Please confirm.
- e. Savings reflect the net impact of reconsiderations (i.e. savings are adjusted down to reflect the impact of reconsiderations), and additionally that your results do not include both initial and reconsideration reviews. *Example: An original bill is reviewed in January and reconsidered in February. Your January reports should contain the original review, and your February report should on a net basis contain only the incremental impact of the recon (charges unchanged, savings negative, allowance positive, fees reflecting only additional and refunded amounts).* Please confirm.

19) Will your organization commit to reimbursing the District in full for any and all provider overpayments resulting from incorrect payment recommendations you or any of your organization's subcontractors issue, if after 90 days such overpayment has not been recaptured?

Repricing Service Structure & Workflow

- 20) Is your organization willing to provide documentation or in-person representation, as required by the District and at no cost to the District, at all conferences and hearings related to disputes over the allowances and payments resulting from your review of District medical bills?
- 21) Please briefly describe the implementation process you would employ in transitioning District managed care operations to your organization, addressing all aspects including account setup, EDI development/installation, history transfer, etc. Can you commit to fully implementing a program for the District within two months if selected by the District (excluding Claims System Integration, for which the District will provide a timeline)?

MBR Resources

- 22) Please describe your medical bill review software, specifying the software provider, if leased, and how long you have leased bill review software from this provider. Please indicate how long your current software has been actively employed for your clients' programs. Are you planning to move to a new software platform, and if so when will this transition occur?
- 23) Please describe in detail your bill review system's capability to integrate Utilization Review (UR) treatment determinations into Repricing rules and operations. What is the level of automation of each of these functions? Can your system apply UR determinations automatically at the procedure code level? If so, please concisely describe the system's precise capabilities in this area. What level of access can be provided to third parties for accessing your bill review system for the purpose of entering UR determinations directly into your bill review system?
- 24) Do you offer an internet-based portal for District claims personnel to view overall bill review activity and status? Please briefly describe the key functionality of this portal.
- 25) The District requires a highly experienced account staff that includes senior MBR personnel. Will your organization commit to servicing the District account through a team including your most skilled senior bill review analysts?
- 26) Which of your office(s) will perform Repricing for the District account? What is the composition of your MBR staff at these office(s) (titles and number of associates per position)?
- 27) What is the average monthly bill volume processed by the office(s) that will serve the District account? Please provide a list of the five largest accounts served by these office(s), with corresponding average monthly bill volume. Will you need to hire additional staff at these location(s) to serve the District account, and if so how many additional personnel for each position? What other resource additions will be required?

28) Is your system capable of downloading up to 3 years of District historical payment and fee data?

PPO and MPN

29) List all PPO networks offered by your organization. Please indicate any tiering limitations or restrictions for all networks.

30) The District may elect to install a customized, proprietary MPN for the treatment of its injured workers. Can your organization install a District MPN as the primary network employed on the District program? What PPO networks can you make available to the District for secondary placement in the network lineup given that the District MPN would be the primary network for providers? Will you load the District MPN into your system, supplement the MPN with a primary network for facilities, coordinate its application with secondary networks, and provide update maintenance to the MPN? Please confirm and describe the processes that will be employed to accommodate these elements of service.

31) If the District sought to develop a customized MPN, what options and support can your organization or your PPO partners offer in the development of this MPN? Please be concise and specific in your answer.

Pharmacy Benefits Management (PBM)

32) If applicable, please describe your Pharmacy Benefits Management (PBM) offering. What subcontractor or in-house program do you offer?

33) Do you maintain any relationships with third party billers (TPBs) such as Stone River, whereby TPBs runs all billing activity for your client(s) back through your network, allowing you to bring TPB claims back under the PBM? Please describe in detail any such relationships or other TPB relationships.

34) Please briefly describe the precise practices you can provide for the District program to manage the use of and repricing the following prescription types:

- a. Repackaged drugs
- b. Compound medications
- c. Narcotics

Are you willing to develop programs for management of each of the above prescription types, as directed by the District, at no extra cost to the District?

35) Are you willing to customize a formulary or formularies for the District at no additional cost to the District?

- 36) Are you willing to disclose all rates paid by your firm to network participating pharmacies and retail/mail order suppliers?
- 37) Are you willing to provide pricing to the client that is structured solely as a flat unit-based rate, with your actual cost being passed through to the client?
- 38) Are you willing to disclose all rebate/discount terms you maintain with pharmaceutical distributors/manufacturers and your mail order suppliers? Are you willing to refund to the client, on a pro rated basis, 100% of rebates or any other discounts you receive from such distributors/manufacturers/suppliers?
- 39) Do you offer an online portal for claims examiners to access and direct prescription activity? If so, please concisely describe the functionality, range of data, data query options and range of examiner control offered by your portal.

Diagnostics

- 40) If applicable, please describe your diagnostics services offering. What subcontractor(s) or in-house program do you offer?
- 41) For those candidates that provide diagnostics services only: as an electronic attachment to this RFP (See Exhibit E), you will find an Excel file which lists the top diagnostics procedure codes billed to the District over the last twelve months. Please create an Excel spreadsheet (to be submitted concurrently with your RFP response in electronic format only, on CD with your RFP response) containing your proposed pricing for each procedure code listed in the file.
- 42) Do you offer an online portal for claims examiners to access and direct diagnostics activity and view diagnostics images? If so, please concisely describe the functionality, range of data, data query options and range of examiner control offered by your portal.

Physical Medicine

- 43) If applicable, please describe your physical medicine services offering. What subcontractor(s) or in-house program do you offer?
- 44) Please briefly describe your process of clinical management of patient treatment plans. What processes will you employ to you ensure that appropriate, timely and cost-effective treatment is delivered to District employees?
- 45) Do you offer an online portal for claims examiners to access and direct physical medicine treatment activity? If so, please concisely describe the functionality, range of data, data query options and range of examiner control offered by your portal.

Case Management (CM)

- 46) What is the current average nurse tenure at your organization, and average years of direct experience in worker's compensation?
- 47) What is the approximate maximum case load your onsite RN can support for Telephonic Case Management (TCM)? What is the approximate maximum caseload your onsite RN can support for Field Case Management (FCM)?
- 48) Please indicate all specific members of CM staff that have left or joined your organization over the last two years. For each individual, please indicate date of departure or arrival and his or her reason for leaving or joining. Please also provide specific turnover figures (actual departures and turnover percent) for your CM personnel. ("Turnover percent" is calculated as the number of departures throughout the period divided by total CM personnel at the end of the period.) For the purpose of assessing the stability of your nurse staff, please provide your organization's approximate nurse salary range, the primary determinant of salaries within this range (i.e. experience, region), and how these factors apply in setting actual nurse salaries.
- 49) Please provide the CVs of all RN candidate(s) you may already have identified for the District program, along with a thorough explanation of why you have selected the RN candidate(s) for the District.
- 50) If you have not identified candidate(s) for the District program at this time, please provide a detailed explanation of the channels you explore to find qualified candidates, and the factors you consider critical in identifying good nurses. How is your firm able to acquire and retain good nurses?
- 51) For each specific CM service you provide (TCM, FCM, other), please provide your suggested referral criteria for service utilization.
- 52) For all CM services it employs, the District seeks a service provider that will prioritize efficient utilization of CM services that will maximize clinical results for District injured workers as well as minimize unnecessary service costs. In terms of avoiding excess service costs, what specific protocols do you currently employ and/or suggest be employed so that CM services are not being utilized excessively or billed inaccurately?
- 53) Are you willing to commit to a service rate for nurse travel & wait time that is 50% of the hourly nurse professional rate?
- 54) What is your standard protocol for billing time for travel (i.e. at what point does billable time commence and end)?

Utilization Review (UR)

- 55) Please provide your suggested referral criteria for UR.
- 56) Please indicate all specific members of UR staff that have left or joined your organization over the last two years. For each individual, please indicate date of departure or arrival and his or her reason for leaving or joining. Please also provide specific turnover figures (actual departures and turnover percent) for your UR personnel. ("Turnover percent" is calculated as the number of departures throughout the period divided by total UR personnel at the end of the period.) For the purpose of assessing the stability of your nurse staff, please provide your organization's approximate nurse salary range, the primary determinant of salaries within this range (i.e. experience, region), and how these factors apply in setting actual nurse salaries?
- 57) Does your organization employ its own UR nurses and physician reviewers? Do you use any outside vendor(s)? If an outside vendor is used, what is the name of the firm? What part of the process do they provide? Please detail your measures for overseeing and assuring the quality of outside vendors.
- 58) Do you use physician reviewers who are licensed and practice medicine in California? Are they AME/QME qualified? If not, please provide your quality assurance/credentialing process, locations, and qualifications of your physician reviewers.
- 59) Are non-RN staff involved in the UR process, and if so, how and where in the process?
- 60) What is the physician status of your Medical Director? Is he/she board certified in Occupational Medicine? Please provide credentials and background information on your Medical Director.
- 61) Does your Medical Director assist in establishing best practices? Please provide your best practices criteria. Please also describe in detail your Medical Director's involvement in structuring and administering all aspects of your UR services.
- 62) For any regulatory audits performed in relation to your UR services, what were the results of such audit(s)? Please provide supporting documentation, with client information redacted as necessary.
- 63) Please attach samples of UR letters, and in your responses confirm whether or not these letters include any mandatory regulatory requirements.
- 64) Do you agree to pay any fines or penalties to regulatory agencies regarding utilization review if the fault is determined to lie with your company?
- 65) Please provide 2021 summary data for the following figures:

- a. number of URs
- b. number of approvals by non-physician or physician reviewer
- c. number of denials
- d. number of modified treatment requests
- e. number of delayed treatment requests
- f. number of appeals
- g. number of appeals for which original decision was upheld
- h. number of appeals for which original decision was overturned

Claims System Integration, IT Protocols

- 66) Please indicate your organization's ability and willingness to implement within a two-month time period an interface with the District's (or its TPA's) chosen claims system. Please indicate whether or not your organization is willing to implement this interface employing the Electronic Data Interface (EDI) specifications of the District.
- 67) Should the District or its TPA implement a new claims management software, does your organization commit to developing an EDI with this new claims management system at no additional charge to the District?
- 68) What procedures do you employ to ensure that Claim/Vendor files and Payment files are uploaded/submitted successfully, and in the case of any individual record or whole file errors, such errors are consistently identified and corrected?
- 69) Do you provide IT support using your own staff or outsourced personnel (and if outsourced, who provides your IT support)? Which of your offices will perform implementation and ongoing systems maintenance for the District account? What is the composition of your IT staff at this office/these offices (titles and number of associates per position)?
- 70) Please provide how your system is backed up and shredded, as well as how are they protected from a cyber intrusion.

6 EVALUATION OF RESPONSES

During the evaluation, validation and selection process, FUSD may request meetings with a Contractor's representative to request answers to specific questions or may request firm representative answer specific questions in writing. FUSD may require that the Contractor make presentations that are pertinent to the evaluation process. If a question and/or questions are asked by FUSD in a meeting and these questions and the answers thereto are pertinent to the proposal and the contract to be awarded, the question(s) and the answer(s) will be sent to the Contractor in writing for verification before they are included in the proposal documents.

The selection criteria to be used to select the successful bidder will include, but is not limited to, the following:

1. An established record of consistent professional service and reputation within the industry, with specific emphasis on public entities and knowledge of California Ed Code.
2. High quality references from clients, particularly from other self-insured groups, either public or private;
3. Staffing and experience levels;
4. Overall responses in addressing the ability to perform the statement of work;
5. Overall cost-benefit advantages to FUSD;
6. Sharing medical reports, UR, bill review, all legal documents are sub rosa upon request.

Exhibit A – 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)

Representative's Title

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

Address Representative's Name

City, State, Zip