



County of El Dorado

Chief Administrative Office

Procurement & Contracts Division
Phone (530)621-5830 Fax (530)295-2537

April 23, 2018

To: All Interested Individuals and Firms

Re: RFP #18-918-052 – Workers' Compensation Claims Third-Party Administration (TPA) Program

The following questions regarding the subject RFP were received by the stated deadline of April 13, 2018. Below are the questions and answers that the County has deemed appropriate and relevant with respect to the scope of services.

1. Question: Of the 215 open claims referenced in your RFP, please provide a breakdown by the following claim types:

- a. Indemnity
- b. Future Medical
- c. Medical Only
- d. First Aid

Answer:

- a. Indemnity - 98
- b. Future Medical - 105
- c. Medical Only - 12
- d. First Aid – Not counted

2. Question: For the most recent year-end, or using an annual average, please provide the total number of bills subject to bill review as follows:

- a. Breakdown for treatment, hospital inpatient and hospital outpatient
- b. Of the grand total cited in 'a' above, please indicate how many were in the PPO networks

Answer:

| | Bill Count | PPO Count |
|-------------|------------|-----------|
| In-Patient | 15 | 4 |
| Out-Patient | 1117 | 167 |
| Treatment | 3725 | 1903 |

3. **Question:** Under the County's RFP Scope of Services, Section 3.1.4, a (p. 7), it states that the County requires the principal examiner(s) be assigned to the County's account exclusively. However, the County's open inventory of indemnity claims is 87 (as stated on page 4) and the required caseload is a not to exceed 150 open indemnity claims.

- a. An exclusive examiner would mean the examiner does not handle claims for any other program, is this the County's intent? Yes
- b. Is the County looking for only one examiner to handle the County's entire open inventory of claims (indemnity, future medical, and medical only claims)?
- c. Is the County open to having examiners exclusive to the County but that also handle claims for other programs?

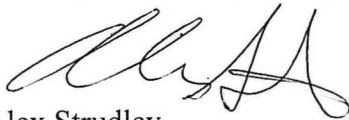
Answer:

- a. Yes
- b. No
- c. The intent for the exclusive examiner is to handle indemnity and more complex claims; but we would expect that other examiners provide assistance where needed.

4. **Question:** Under the County's RFP Scope of Services, Section 5.5 Required Statements (p. 13), the County requests assurance regarding Non-substitution, Non-conflict of interest, Non-collusion, and Indemnification. At present we are unclear how to prepare these assurances given the information provided in the RFP. Can the County clarify if these are separate forms (labeled Section 6.0, Section 7.4, Section 7.5 and Section 7.6 respectively) that have been omitted?

Answer: Non-substitution, Non-conflict of interest, Non-collusion, and Indemnification can be included provisions in the contract language; no separate forms are required.

Thank you for your participation.



Alex Strudley
Procurement and Contracts Manager



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #18-918-052

DUE: 3:00 PM – May 4, 2018

Sealed Proposals must be clearly marked on
the outside of the package with:

“RFP #18-918-052 – DO NOT OPEN”

**Workers’ Compensation Claims Third-Party Administration (TPA) Program
Including Utilization Review, Bill Review, and Case Management**

The County of El Dorado Office of Procurement and Contracts, through its Human Resources Department, Risk Management Division (also referred to as “County”), is requesting proposals from qualified third-party administrators (TPA) for administration of the County self-insured Workers’ Compensation (WC) Claim Administration Program including Utilization Review, Bill Review and Case Management. The County seeks providers with a proactive organized system of service delivery designed to coordinate the medical and financial needs of injured workers in a timely, cost effective, and efficient manner, focusing on quality care and early return-to-work.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

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- Exhibits:
- "A" Scope of Services and Performance Standards
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Notice to Proposers

The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

RFP results will be posted within approximately fourteen (14) business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.

1.0 Introduction: The County of El Dorado, Risk Management Division, is seeking competitive proposals from qualified third-party administrators (TPA) for administration of the County self-insured Workers' Compensation (WC) Claim Administration Program including Utilization Review, Bill Review and Case Management. The County seeks providers with a proactive organized system of service delivery designed to coordinate the medical and financial needs of injured workers in a timely, cost effective, and efficient manner, focusing on quality care and early return-to-work. The County is requesting those firms who exceed the industry standard and provide innovative methods of customer service, service delivery, incentives in the fees for service model, and/or other proactive designs and procedures that demonstrate their commitment to the highest levels of service and delivery to discuss their capabilities. Highly integrated levels of electronic data processing and transmission, "cloud" and web-based technologies, interactive claims management software with 24/7 employer access, regular on-sight face-to-face interaction with claims staff, and the ability for claims staff to respond out-in-the-field to resolve issues are just a few of the topics we will review in this request.

It is the County's intent to contract with one or more experienced firms to provide claims administration and medical cost containment services for all new and existing self-funded workers' compensation claims beginning November 1, 2018. The County will consider awarding separate contracts for claims administration and medical cost containment (also referred to as "managed care"), or may award a single contract for all services to one firm, whichever is determined to be in the County's best interest. Qualified organizations having significant experience with self-insured California public entities, counties, or cities and demonstrated competence in the administration of self-insured Workers' Compensation claims programs are invited to submit proposals. The anticipated term of the contract(s) shall be from November 1, 2018 through October 31, 2021.

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

2.0 Background: El Dorado County is located in Northern California and is bordered by Sacramento, Placer, Amador and Alpine counties in California, and Douglas County, Nevada. The two incorporated Cities in El Dorado County are Placerville and South Lake Tahoe. In the 2000 census, El Dorado County's population was determined to be 156,299. El Dorado County's population is projected to reach 243,000 by 2025, an increase of over 80,000 new residents.

The County employs approximately 1862 employees in a wide variety of professions including law enforcement and probation, social work, health and mental health care, building inspection, road maintenance, parks, general administration, etc. County employees work within twenty-two departments or agencies of the County. Volunteers at the County are covered under a separate policy. During peak work periods, the total eligible population can be over 1,862. The salary continuation requirements of Labor Code 4850 and other applicable sections of the California Labor Code govern local safety personnel. The County has collective bargaining agreements with various employee organizations.

The estimated annual payroll is \$131,794,960 with employees serving a population of 184,452 county citizens. Additional information about El Dorado County can be found on the County's web site at www.edcgov.us.

The County of El Dorado has a significant workforce located in the South Lake Tahoe area. This area is challenging environment due to the limited number of medical treatment networks and ancillary treatment facilities.

Proposers are being asked to specifically address how they would assist the County with developing a network of treatment facilities and providers, especially in these limited network areas, how they would address the issues of injured workers who reside outside of California and are Nevada residents, and what they do in general to develop solutions for this group of employees and the related services under this proposal.

Annually the County receives approximately 87 indemnity claims, 56 medical only, and 15 first aid based claims on a three (3) year average. Current open inventory of all claims is 215.

The County currently participates in self-insured Workers' Compensation program with a self-insured retention (SIR) amount of \$300,000 and specific excess insurance provided by the California State Association of Counties' Excess Insurance Authority (CSAC-EIA) and several major insurance companies.

3.0 Scope of Services:

3.1 Claims Administration

3.1.1 General Qualifications. The selected third-party claims administrator (TPA) must have extensive experience in the development and administration of proactive claim and case management programs, including:

- a. Integrated claim intake reporting,
- b. State-of-the-art claim systems, including data management and reporting,
- c. Strong clinical focus on occupational claim administration,
- d. Strong medical cost management capabilities and investigative knowledge,
- e. Seamless coordination for all claims and managed care programs,
- f. Willingness to customize programs to accommodate County of El Dorado's specific requirements.

3.1.2 General Work Requirements. The selected TPA will be required to assure specific compliance with the Workers' Compensation Laws of California, Industry Best Claims Practices, and Workers Compensation

Claims Administration Guidelines of CSAC-EIA. Some specific duties will include:

- a. Review on behalf of the County all reports of injury as defined by Labor Code 3208 and 3208.1.
- b. Maintain a diary that supports review of each file every 30 days, but in no event to exceed 45 days.
- c. Establish prompt phone contact with risk management, each injured employee, the employee's supervisor, and the medical provider.
- d. Determine the benefits, if any, which should be paid or rendered under the California Workers' Compensation Laws upon receipt of each injury report.
- e. Three-point contact shall be concluded within 24 hours after receipt or knowledge of a claim, including obtaining recorded statements of injured workers.
- f. All return calls must be made within 24 hours.
- g. Establish and maintain orderly, up to date, physical, and electronic claims file on each reported claim. Each file shall be available to the County for inspection with or without prior notice.
- h. Maintain an estimate of the total cost of all reasonably foreseeable benefits and related expenses on each case.
- i. Pay on behalf of the County from County funds deposited into a Trust Account (Imprest Account), those sums that should reasonably be paid under the California Workers' Compensation Laws for each reported claim.
- j. Assign, with risk management approval, a designated attorney where appropriate, and make a substantial effort to settle claims without assigning it to legal counsel.
- k. Pay on behalf of the County out of the County's fund all allocated loss adjustment expenses.
- l. Fully cooperate with all audit requests by the County and/or other associated agencies.
- m. At the TPA's expense, maintain claim file storage for the period of time required by law.
- n. All claims administration services performed shall comply with those provisions set forth in the CSAC-EIA Standards for Workers' Claims Administration Services (<http://www.csac-eia.org/>).

3.1.3 Claims Management Information System. The following describes the selected TPA's data management and reporting requirements:

- a. Assemble and submit data as required for State and County reports including the annual report to Industrial Relations, Self-Insurance

Program Report, and annual actuarial studies performed on the Workers' Compensation program.

- b. The TPA shall report appropriate claims to The Centers for Medicare and Medicaid Services (CMS) in accordance with the MMSEA Act of 2007.
- c. Reports generated by the TPA shall be furnished to the County in electronic form. Summary reports may be provided in Excel and/or PDF format (or equivalent) as requested. The County shall require detailed data to be provided in spreadsheet format (Excel) for analysis purposes, depending on the criteria of the request. Provide at a minimum the following reports to Risk Management electronically, with an available download in Excel format, on a weekly basis:
 - The Employers First Report of Injury (5020), and State of CA Claim Form (DWC1).
 - Disability report outlining the status of all open cases with employees off on disability or newly returned to work.
 - Appearance, hearing, trial, and important date calendar.
 - Claims in "delay" status or newly accepted or denied claims.
 - Check register.
 - All claims open by claim type.
- d. Provide at a minimum the following reports to Risk Management electronically, with an available download in Excel format, on a monthly basis and as requested:
 - Detailed report of all open claims, listed by department, for dissemination to each agency.
 - Report listing all claims, including name, claim number, location codes, work comp class code, description of claim, injury, and mechanism of injury, amounts paid, reserved and incurred for medical expenses and indemnity.
 - Lag report listing all claims reported in the last month, per department, and the dates of knowledge and reporting dates.
 - Administrative report containing number of claims, medical only, indemnity and reporting only; number of closed claims; number active files assigned to each claims examiner; amount paid for medical, expense and indemnity for each agency; amount reserved for medical expense and indemnity for each agency; indemnity paid in: 4850 benefits, Temporary Disability, Permanent Disability, Death Benefits, expenses paid for: U.R.
 - Nurse Case Management, Investigators, and attorneys; cases assigned to counsel, investigators, nurse case managers;

amounts recovered in apportionment and subrogation; number of litigated cases; list of cases settled during the month, indicating the amount of the settlement and method of settlement (stipulation, C&R, dismissal); penalties paid, indicating whether attributable to TPA or County; ad hoc reports upon request.

- e. Provide at a minimum the following reports to Risk Management on an annual basis:
 - Annual Self-Insurance Report as required by the State of California.
 - Vendor report in spreadsheet form, listing amounts paid to each vendor.
 - 1099 reports to each vendor.
- f. Maintain loss data for claims reporting to the State of CA.
- g. Maintain loss data for OSHA Log 300 annual reporting.

3.1.4 Claims Team. The selected TPA shall utilize personnel who possess and maintain the following qualifications. Persons who do not meet these qualifications shall not be utilized on El Dorado County's contract. The contractor shall not substitute personnel without the County's prior approval.

- a. Claims examiners assigned to the County's account must have a minimum of five (5) years active claims adjusting experience as a claims examiner. A claims assistant may not be substituted for an experienced examiner. Each examiner should have a claims caseload of no more than one-hundred fifty (150) open indemnity claims at any one time. In addition, it is preferred that a 2-to-1 ratio be maintained between claims assistants and claims examiner. The County requires the principal claims examiner(s) be assigned to the County's account exclusively.
- b. Examiners must have a Self-Insured Competency Certificate and must be supervised by an experienced claims person who has passed the State of California test for Administrator, Self-Insurance Plans issued by the Self Insurance Plans Division of the Department of Workers' Compensation.

3.1.5 Claims Administration Services.

- a. The TPA must utilize claims administration policies to assure "Industry Best Claim Practices" are applied.
- b. Firm must have access to the claims Index system and Index all new claims filed and re-Index existing claims no less than annually.
- c. All claim denials require prior consultation and consideration by El Dorado County's Risk Management Division.

- d. The TPA must establish and maintain reserves for indemnity, medical care, expenses, and future medical benefits.
- e. The TPA must perform timely review and appropriate payment of benefits and bills. The TPA must provide bills to the County's chosen Bill Review provider within seven (7) days of receipt of billing, and allow for electronic transfer of bill review results and charges to claims files.
- f. The TPA must assist and facilitate the enforcement of the County's aggressive return-to-work (RTW) program. This includes a fit for duty evaluation program network that can be utilized for industrial injuries.
- g. The TPA must have the ability to provide ergonomic evaluations through their internal services and/or outside vendor, with the Risk Manager's approval, and to conduct any ergonomic evaluation services required by the County.
- h. The TPA with Risk Management approval will be responsible for controlling the referral and assignment of outside service providers, such as investigators, nurse case managers, and attorneys.
- i. Penalties paid by the TPA through no fault of the County shall be reimbursed to the County, with reimbursement made on a quarterly basis. Additionally, any overpayment of benefits that occurs due to no-fault of County shall be reimbursed to the County. The TPA shall employ measures to mitigate penalties and overpayments and ensure that the County does not incur expense related due to no fault of the County.
- j. The TPA shall submit a written analysis of the case, including settlement options and recommendations to Risk Management at least ten (10) workdays prior to any settlement offers or conferences. The TPA will not have authority to settle the County's cases.
- k. The TPA will be responsible to identify subrogation opportunities and, in consultation with Risk Management, will be called upon to pursue subrogation. Legal action will require specific authority from the County.
- l. The TPA shall employ measures to protect the County from abuse of the workers' compensation system or suspected fraud.
- m. The TPA shall investigate every indemnity claim using three-point contact, recorded statements, with the approval of Risk Management assignment to independent outside investigators and the Index Bureau.
- n. The TPA shall utilize the Workers' Compensation Claim Administration Guidelines standards established by the County's excess insurance carrier, CSAC-EIA.

3.2 Managed Care Services

Managed Care Services are generally described as those, which are intended to proactively administer a self-insured workers' compensation program, including nurse case management, utilization review, and medical bill review. The County may award a contract for these Managed Care Services, separately from the TPA awarded Claims Administration Services, or may award a single contract for all services to one firm, whichever is determined to be in the County's best interest. The firms awarded Managed Care and Claims Administration shall cooperate fully with each other.

3.2.1 Bill Review Services: The Managed Care contractor will be required to perform bill review, which may include pharmacy review, and provide reports of such reviews to the TPA.

3.2.2 Utilization Review Services: The Managed Care contractor shall employ utilization standards and guidelines to review treatment requests and outline all review fees to include physician reviews and any automatic per file referral fees. The turn-around time for these services shall be at a time prescribed by the County. Contractor's medical director shall be Board certified as required by law.

3.2.3 Nurse Case Management: Contractor shall provide telephonic and field case management. The assigned nurse case manager must be a licensed RN licensed and must have direct experience working with medical providers in El Dorado County and the immediate surrounding areas.

4.0 Assurance of Designated Staff: Proposer shall assure that the designated staff, including sub-consultants (if any), identified in the firm's proposal will be used for this contract. Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) shall not be made without the prior written approval of the County's Risk Manager.

5.0 Proposal Content: Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations, or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point.

5.1. **Cover Letter** with the following information:

- Title of this RFP.
- Name and Mailing Address of Firm (include physical location if mailing address is a P.O. Box).
- Contact Person, Telephone Number, Fax Number, and Email Address.

- A statement explaining whether the proposal is submitted for consideration of Claims Administration Service, Case Management Services, or both. If both, the proposal shall contain separate sections for each requirement as described below.
- A statement that the submitting firm will perform the services as described in Section 3.0 of this RFP in compliance with the performance standards set forth in Exhibit "A".
- Acknowledgement that all proposals may be considered public information. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it.
- A statement that the Proposer's firm is willing to enter into the County's standard Agreement for Services (Exhibit "D"). Minor modifications to the Standard Agreement *may* be considered by the County. Proposer shall include any proposed modifications to the Agreement in Section 5.6 of Proposer's submittal.

Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

5.2 Signature Requirements - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- A partner or the Attorney-In-Fact shall sign proposals submitted on behalf of a Partnership in the firm name. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the proposal, and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals, which are submitted by an Individual doing business under a firm name ("DBA"), shall be signed in the name of the individual doing business under the proper firm name and style.

5.3 Claims Management Services

5.3.1 Firm's Qualifications. Describe the firm and provide a statement of the firm's qualifications for performing the requested Claims Management Services. Identify the services, which would be completed by your firm's staff, and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your firm's staff. Include the Firm's Organizational Chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

- 5.3.2 Qualifications of Staff. Provide an organizational chart depicting your proposed staff. Provide a brief summary of the qualifications and experience of each staff member, including length of service with the firm and resume. Provide copies of Self Insurance Plan (SIP) certificates for adjuster(s) on the team.
- 5.3.3 Claims Management System. Describe your Claims Management Information System, including your ability to modify your system to customize areas to meet the County's need to maintain loss data suitable to respond to multiple information requirements. Address your claim diary system and supervisory oversight. Describe your efforts to maintain data integrity and security and how online access is achieved. Describe how your system performs OSHA reporting. Describe whether your system has an online notes capability.
- 5.3.4 Reporting. Provide examples of standard and custom reports provided by your Claims Management Information System. Include plans for providing information on individual cases as well as a description of the type and number of statistical reports provided.
- 5.3.5 Claims Administration Services. Describe your firm's claims administration policies and practices that ensure superior customer service to County employees while maintaining economic and administrative control over claims costs. At minimum, acknowledge or address the following points in your discussion:
- a. Describe the incoming telephone call handling process and how proposer ensures that the County's telephone calls will be answered promptly, each and every time by a live body, when a call is placed to the examiner.
 - b. Identify your firm's criteria for designating a claim as a first aid, medical only or indemnity case.
 - c. Describe your ability to provide sufficient claim examiners to maintain a caseload of no more than 150 open indemnity claims per examiner. Advise if this count includes future medical designated cases (future medical cases are designated 2:1 ratio).
 - d. Describe your firm's claims administration policies, which assure "Best Claim Practices," are applied.
 - e. Describe the criteria for re-Indexing existing claims on an annual basis.
 - f. Describe your firm's policies and practices in establishing and maintaining reserves for indemnity, medical care, expenses, and future medical benefits.
 - g. Describe your policies and procedures to ensure timely review and appropriate payment of benefits and bills.
 - h. Describe how you plan to provide bills to the County's chosen Bill Review provider within seven (7) days, and allow for electronic transfer of bill review results and charges to claims files.

- i. Describe how you will assist and facilitate Return-To-Work activity at the earliest possible opportunity. Include information relating to fit for duty evaluation network for industrial and non-industrial injuries.
- j. Describe your policies and practices to control the referral and assignment of outside service providers, such as investigators, nurse case managers, or attorneys.
- k. Describe the measures used in your payment review system, which mitigate penalties and overpayments and ensure that the County does not incur expense related due to no fault of the County.
- l. Describe the procedure that will be used to request authority from Risk Management for settlement options and recommendations.
- m. Describe your firm's practices and procedures to protect the County from worker's compensation abuse and fraud.
- n. Describe your investigation process for indemnity claims.
- o. Describe any experience you have had with CSAC-EIA's Worker's Compensation Claim Management standards, and confirm your willingness to apply those guidelines to the management of the County's claims.

5.3.6 Cost Proposal. Provide costs for Claims Management Services by completing and including Exhibits "B" and "C" with your proposal. Also, include a schedule of rates for additional related services, which the County may consider, at its sole option.

5.4 **Managed Care Services**

The information requested below must be submitted separately for this section, even if the information is the same or similar to the information provided in the above section for Claims Management Services.

5.4.1 Firm's Qualifications. Describe the firm and provide a brief statement of the firm's qualifications for performing the requested Managed Care Services. Identify the services, which would be completed by your firm's staff, and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your firm's staff. Include the Firm's Organizational Chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

5.4.2 Qualifications of Staff. Provide an organizational chart depicting your proposed staff. Provide a brief summary of the qualifications and experience of each staff member, including length of service with the firm and resume. Indicate whether your nursing managers are licensed RNs. Describe any experience the assigned nurse case manager has in working with medical providers in El Dorado County.

5.4.3 Bill Review Services. Describe your firm's experience doing business in California with self-insured organizations. Describe your bill review services,

features of your system, and ability to customize the delivery of your services. Indicate whether your program is capable of performing pharmacy review. Identify reports, which will be provided to the TPA and the County. Describe any unique capabilities or methods your firm can employ to provide superior service and help the County reduce costs for these services. Provide a minimum of five (5) TPA references in California.

5.4.4 Utilization Review Services. Describe your firm's experience doing business in California with self-insured organizations. Identify utilization standards and guidelines that are used to review treatment requests. Identify expected turn-around times. Indicate whether your medical director is Board certified and the length of time the director been with your organization. Describe any unique capabilities or approaches your firm has for reviewing medical treatment requests. Describe any methods you can employ to help the County reduce utilization review costs.

5.4.5 Nurse Case Management. Describe your firm's experience with providing telephonic and field case management in California, especially in the El Dorado County and South Lake Tahoe areas. Indicate what office location your nurses would be working from. Describe your organization's guidelines and expectations regarding your nurse case management program.

5.4.6 Cost Proposal. Provide costs for Managed Care Services by completing and including Exhibits "B" and "C" with your proposal. Also, include a schedule of rates for additional related services, which the County may consider, at its sole option.

5.5 Required Statements

Include statements of assurance regarding the following requirements:

- Non-substitution for the designated members of the team without approval by El Dorado County staff (Section 6.0)
- Non-conflict of interest (Section 7.4)
- Non-collusion (Section 7.5)
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (Section 7.6)

5.6 Exceptions

Describe any and all proposed exceptions, alterations, or amendments to the Scope of Work or other requirements of this RFP, including the Standard Contract (Exhibit "D"). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County's determination of whether it is possible to successfully negotiate a contract with your firm.

6.0 Tentative RFP Schedule:

| | |
|--|---|
| Last date to Submit Written Questions: | April 13, 2018 no later than 5:00 PM |
| RFP Submittal Due Date: | May 4, 2018 no later than 3:00 PM |
| Short List Candidates Notified: | May 9, 2018 |
| Short List Interviews, if any: | May 16, 2018 |
| BOS Approval of Contract: | June 26, 2018 |
| Initial Contract Period (3 Years): | November 1, 2018 – October 31, 2021 |

7.0 Proposers' Questions: Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 PM – on April 13, 2018**. All envelopes or containers must be clearly labeled "**RFP #18-918-052 – QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **April 20, 2018**.

All inquiries shall be submitted by U.S. mail to:

Procurement and Contracts
330 Fair Lane
Placerville, California 95667
RFP #18-918-052 – Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

8.0 Proposal Submittal: Proposers must submit one (1) original, five (5) electronic copies in PDF format on a USB flash drive of all materials and proposals for review by a County appointed selection committee, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #18-918-052 – DO NOT OPEN**", **no later than 3:00 PM – on May 4, 2018**, to:

County of El Dorado
Procurement and Contracts
330 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered “non-responsive.” Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

For questions regarding the Request for Proposal process, contact Ashley Wells, Department Analyst at (530) 621-5804.

9.0 Public Records Act: All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, “California Public Records Act”. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and

reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

- 10.0 Valid Offer:** Proposals shall remain valid for one hundred twenty 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures, and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

- 11.0 County's Rights:** The County reserves the right to:

1. Request clarification of any submitted information
2. Waive any informalities or irregularities in any qualification statement
3. Not enter into any agreement
4. Not select any consultant
5. Cancel this process at any time
6. Amend this process at any time
7. To award more than one contract if it is in the best interest of the County
8. Interview consultants prior to award
9. To request additional information during an interview

- 12.0 El Dorado County Web Site Requirements:** It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

13.0 Evaluation: The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s). Proposals for Claims Management and Managed Care Services will be evaluated and scored separately, as further described below:

| <u>Evaluation Criteria – Claims Management and Managed Care Services</u> | |
|--|------------------|
| A. Experience and qualifications of firm (per Sections 5.3.1 and 5.4.1) | 15 Points |
| B. Experience and qualifications of proposed staff (per Sections 5.3.2 and 5.4.2) | 15 Points |
| C. Service Capabilities (per Sections 5.3.3, 5.3.4, 5.3.5, 5.4.3, 5.4.4, and 5.4.5) | 25 Points |
| D. Proposed Cost (per Sections 5.3.6 and 5.4.6) | 35 Points |
| E. Completeness and clarity of RFP response | 10 Points |
| Total Possible Points: 100 Points | |

14.0 Award: Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer’s notice to proceed with services.

15.0 Conflict of Interest: In the sole judgment of the County, all proposals are subject to disqualification on the basis of a conflict of interest. The County may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the County who influences the making of the contract.

Furthermore, the County may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The County, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

16.0 Statement of Economic Interest: The County’s Conflict of Interest Code designates “consultants” as a category of persons who must complete *Form 700, Statement of Economic Interest*, at the beginning of the contract period and again at the termination of the contract. The selected Contractor will be required to complete the Form 700 before work may begin.

17.0 Business License Requirement: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

18.0 Public Agency: It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

Your participation in the RFP process is important to El Dorado County!

EXHIBIT "A"

Scope of Services and Performance Standards

Administrator shall diligently and expeditiously perform all necessary services to fulfill the County's obligations under the workers' compensation laws, policies, regulations, and procedures of the State of California, including but not limited to the services listed below.

COMMUNICATIONS

1. Personal contact on non-litigated indemnity cases will be maintained with the injured employee on a periodic, ongoing basis to facilitate progress and timely return to work. Initial contact must be made within two (2) working days of receipt of Employer's First Report and follow-up contact every thirty (30) days thereafter until return to work or the file must clearly reflect the reason contact should not continue at that frequency.
2. Confer on a regular basis with all persons associated with County's organization (such as Risk Management, County Counsel, accountants, consultants) involved in the processing of industrial claims.
3. Promptly return calls and emails to injured employees and County personnel.

PROGRAM MANAGEMENT

4. Meet with County personnel on an ongoing basis to develop procedures, forms, instructions, schedules, and protocols to maintain required Administrator services. County will be informed of changes in the workers' compensation laws and procedures pertinent to County's self-insured program.
5. Assist County personnel in the development of directives, notices and other program communications to employees with an emphasis on procedures utilized for coordination of return to work efforts, Qualified Injured Worker determinations, and evaluation of modified/alternate employment.
6. Provide claim forms, employer's report forms and required notices for distribution by County to its employees.
7. Establish and maintain standardized procedures acceptable to the County for the prompt reporting, recording, investigation and treatment of all industrial injuries and diseases. Provide instructional meetings as requested by County to review and explain instructions and procedures.
8. Division of Workers' Compensation (DWC) benefit notices shall be issued timely in compliance with DWC requirements where confusion may exist. Administrator will telephone or forward a personal letter to injured employee explaining DWC benefit notices or forms.
9. Within ten (10) days of receipt, County to be carbon copied on the following:
 - a. All correspondence from Administrator to employee.
 - b. All legal correspondence from applicant or defense attorney.
 - c. Reports from rehabilitation counselor.
 - d. Formal investigation reports.
 - e. Med-Legal reports.
 - f. Any medical report containing work status information.

10. Administrator shall meet quarterly with County to review any claims which are reported to excess insurance during the quarter and additional claims upon notice from County.
11. At all reasonable times during the term of this contract, County, or any designated representative, shall have access to Administrator premises, and records related to work under this contract. Administrator shall make such records available for inspection, audit and copying by County or its designated representative at County's expense. In addition to any other records required by this agreement, Administrator shall maintain all books, papers, records, documents, and other materials related to work performed under this contract confidential; in the same manner as County is required by law to do. Upon termination of contract all such records, books, papers, documents and other evidence obtained from County or related to work performed under this contract shall be forthwith returned to County.

PERSONNEL REQUIREMENT

12. This section is delineated separately to emphasize the importance the County places on the qualifications and experience of the actual personnel who will be working with the County on a daily basis. The County requires participation in the selection of all personnel providing services. County's continuing approval will be required each time a change in personnel is anticipated.
13. The adjuster(s) dedicated to handling County claims will handle a caseload not to exceed 150 files.
14. The adjuster(s) dedicated to handling County claims will have a minimum of five (5) years workers' compensation experience.

CLAIMS HANDLING

15. All new claims will be created, reserved, and entered into the computer within five (5) working days following Administrator receipt of the Employer's First Report. The basis for the initial reserves, and subsequent reserve revisions, will be clearly explained in the file.
16. A diary system will be established in order that each active case is reviewed at least every thirty (30) days. By prior consent of County, inactive cases may be placed on a diary not to exceed ninety (90) days.

The diary schedule will be contained in the file.

17. A specific plan of action outlining direction on the investigation and handling of all indemnity cases will be established within ten (10) working days of receipt of the Employer's First Report and clearly evidenced in the file. Each open indemnity claim file shall include a plan for implementation of appropriate case activity and resolution, and such plan shall be revised as appropriate while the claim remains open. The plan should be accessible on-line bearing the name of the person who established the plan and the date written.
18. All phone conversations, discussions, and meetings held on the case will be clearly documented in each file.
19. Within three (3) working days of notice of injury, Administrator will contact County in order to determine if compensability is to be acknowledged or questioned when not self-evident on initial report from County. On all questionable claims, Administrator will complete an initial evaluation of compensability (accept claim, deny claim, or delay acceptance pending results of additional investigation) and advise County and injured employee of the process to be undertaken in investigation of the claim.
20. Recommend determinations on eligibility for temporary disability compensation, permanent disability compensation, medical benefits, vocational rehabilitation benefits and all other workers' compensation

benefits in accordance with the State Workers' Compensation laws and the internal benefit programs of County.

21. All correspondence will be clearly stamped with the date of receipt.
22. Authorize prompt payment of benefits in accordance with medical advice, defense counsel, advisory ratings, awards, or settlement agreements.
23. Negotiate settlements on behalf of County. Administrator has authority for purpose of compromising and/or resolving any claim against the County being handled by Administrator. Approval to settle any claim must be obtained from County Risk Management. The Administrator will clearly document the criteria by which a settlement value is based. Settlement proposals directed to County shall be forwarded by Administrator or defense counsel in a concise and clear written form with a reasoned recommendation.
24. Administrator will make timely identification of all claims involving:
 - a. Subrogation/third party recovery potential
 - b. 2nd injury fund potential
 - c. Apportionment or other offsets
 - d. Reinsurance obligations

INVESTIGATION

25. Perform investigation, as necessary and appropriate, pertaining to questionable cases and the status of injured employees in order to assist in the adjustment and litigation of cases. Report to County on all investigations, and advise County if additional investigation by outside investigators is warranted. Administrator may contract for specialized and professional investigation services of County's choice when such service is needed. All investigations will be coordinated with appropriate County personnel on a case-by-case basis. The County shall be kept informed on the scope and results of investigations.
26. When circumstances warrant, and upon prior approval by County, a field activity check/surveillance will be conducted on the injured employee in order to determine if there is any work capability.
27. Subrogation issues will be promptly identified and investigated. In all cases where a third party (other than a County employee or agent) is responsible for the injury of the employee, the third party shall be contacted within 30 days with notification of County's right to subrogation and the recovery of certain claim expenses. In all cases, Administrator shall consult with County about the value of the subrogation claim and other considerations. With County consent; timely initiate litigation to effect collection of such claims on behalf of County, and assist counsel to pursue such claims. Upon County authorization, subrogation counsel shall be assigned to file a lien or Complaint in Intervention in the civil action.

LITIGATION MANAGEMENT

28. Promptly respond to claims filed with the Workers' Compensation Appeals Board, and cooperate with attorneys for County in hearings before the Board. Administrator shall assist and coordinate with legal counsel in preparation of litigated cases and attend WCAB pre-trial conferences and trials whenever appropriate.
29. Administrator may employ legal counsel to advise concerning the legality and advisability of rejecting, settling, compromising and paying claims against County, or to represent County in litigation arising from said claims. Within three (3) working days of referral of the case to defense counsel, a letter will be directed to the attorney, with a copy to County, outlining the case status, issues, and requested work to be

done by outside counsel. Use of outside counsel is subject to general supervision of County Counsel and Risk Management.

30. All bills for legal fees and legally related costs shall be gathered and reviewed by Administrator. Administrator shall pay all appropriate legal bills from the trust fund in accordance with the County standard practices. The retention of outside legal counsel by Administrator shall be subject to approval by County and shall be subject to such practices and policies as may be established by County.
31. For all claims handled by outside counsel involving liability issues (i.e., any claim or potential claim other than for workers' compensation benefits), Administrator will ensure that outside counsel will advise County of potential third party liability claims.

MEDICAL CONTROL

32. The treating physician (facility) will be contacted prior to making the initial indemnity payment to establish the extent of injury, length of disability, and causal relationship of the injury to the job or alleged work-related incident.
33. Maintain close liaison with medical service providers to insure maximum efficiency in the management of claims and compliance with State law regarding provision of job descriptions to determine return to work possibilities.
34. Provide County with all medical reports containing work restrictions or information regarding the injured employee's anticipated return to work or potential vocational rehabilitation.
35. Where medical issues are questioned, a medical examination will be scheduled with a qualified physician, as allowed under applicable Labor Code. Administrator will send written correspondence summarizing the status of the specific case and outlining issues to be addressed by the evaluating physician. Administrator will provide to the physician any relevant medical and job information that will assist the physician in making an objective evaluation.
36. Utilize medical service providers as the County may direct from time to time, including any MPN designated by the County.
37. Review all medical bills for appropriate payment. Any medical bill received will be reviewed with regard to causal relationship to the accident/work-related injury. Medical bill review pricing will be completed by Administrator or agreed upon consultant. Medical billings and expense billings shall be reviewed and processed for payment as appropriate within sixty (60) days of receipt, or written denial or request for further explanation or documentation was sent within sixty (60) days of receipt.
38. Utilization review services will be completed through a consultant agreed upon by County.

REHABILITATION

39. Identify and advise County within 5 days of medical information received involving potential permanent work restrictions.
40. Where needed, rehabilitation and/or retraining will be recommended and the progress will be closely monitored and controlled. The first evaluation as to the appropriateness of rehabilitation will take place according to workers' compensation state requirements.
41. Within 5 days of receipt of permanent work restrictions, Administrator will confer with County to discuss potential for modified/alternate employment, appropriate notices to be issued and potential assignment of a rehabilitation counselor.

42. Assist in selection of competent rehabilitation counselor, and in the development of appropriate rehabilitation plan.
43. Keep County advised as to status of any ongoing rehabilitation cases, as well as direct, supervise and monitor the work and charges related to all rehabilitation cases.
44. Administrator to attend and participate in informal and formal rehabilitation conferences whenever possible.

REPORTING & RECORDKEEPING

45. In accordance with law and the requirements of various State agencies, record and file the Employer's Report of Occupational Injury and other detailed statistical records of all claims and disbursements.
46. Assume all responsibility for notification to the excess carrier on behalf of the County in accordance with the specific requirements of the excess carrier. Ongoing reporting of all necessary information on the current status of claims as required by the excess carrier. Administrator shall pay any costs, damages, or penalties incurred for lack of proper reporting.
47. Monthly loss runs shall be provided to County Risk Management within 15 days after month end.
48. Report to Index Bureau on each claim. Submit updates as necessary.
49. Provision of trust account management, including a reconciliation of bills paid and monthly check registers which include all disbursements made by Administrator on behalf of County.
50. Prepare Self-Insurer's Annual Report (Form A4-40) for County signature and submission to the State.
51. Prepare Federal Information Return (Form 1099-MED) for applicable payments made on behalf of County.
52. Provision of information needed for completion of the OSHA 300 logs.
53. Maintain all records and historical data on losses arising from employee injuries in accordance with the requirements of the State of California, including a file for each disability claim, a record of each denial, delay, litigated claim and make these files and records available for review by County upon request. Maintain closed claim inventory.
54. All original reports, documents and claims data of every kind or description that are prepared in whole or part for Administrator in connection with this agreement shall be County's property. Administrator shall not make available to any individual or organization any report, document or data which was given to, prepared by, or assembled by Administrator pursuant to this agreement unless prior consent is given by County. All such records shall be held in strictest confidence by Administrator. Claim information may be provided to defense counsel retained for the purpose of defending County against claim.
55. Provision of a comprehensive annual management report which:
 - a. Analyzes past and future projected fiscal year costs.
 - b. Interprets data on losses and trends.
 - c. Recommends program improvements to favorably impact costs and procedures.

PENALTIES

56. Under California law, numerous administrative fines and penalties are required for payment of benefits or services that are overdue. The County will be advised within five (5) days of all penalty increases to benefits or bills paid along with an explanation for the cause of the penalty. If the delay is a result of

Administrator receiving Employee's Claim Form in excess of 10 days from County's receipt, the increased cost will be paid by County. All other fines, penalties, and fees which result from unnecessary delay by the Administrator shall be paid by Administrator. These amounts will be reported to County and deducted from the upcoming monthly administration fee.

TRUST FUND

57. Establish and maintain a trust account for the payment of proper charges against the County arising from industrial injuries, including payments of temporary and permanent disability compensation, medical expenses, allocated expenses, bill review, and other benefits. The trust account shall be maintained and established in compliance with Government Code 31000.8. Funds in the trust account shall not exceed the Board of Supervisors approved maximum (as evidenced by a Board Minute Order) at any one time. This amount will be a sum sufficient to provide for the settlement of claims for a 30 day period.

Administrator shall notify County in advance when the trust account needs to be replenished, and the amount necessary to be deposited. Administrator shall provide County with a monthly Check Register which includes all disbursements made by Administrator, and a monthly reconciliation of the trust account, and shall make other reports on the status of the trust account and disbursements therefrom as may be required by the County in addition to the foregoing check register. The trust account shall not be used for any payments to Administrator, with the exception of agreed-upon services specified in written authorization by County.

EXHIBIT “B”

Claims Management Services Fee Schedule

Payment procedure, amount, and conditions of payment to be negotiated,
based on this RFP and consultant’s proposal

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

EXHIBIT “C”

**Third Party Workers’ Compensation Administration and
Medical Cost Containment Services Fee Schedule**

Name of Firm:

INSTRUCTIONS: Complete the below pricing and comment fields and include with your proposal as instructed in the RFP. Proposals, which do not contain this Cost Proposal form, may be rejected.

I. CLAIMS MANAGEMENT SERVICES

A. Per Claim Fees

| Life of Contract – Per Claim Costs | <u>Proposed Cost/Claim</u> |
|---|----------------------------|
| Life of Contract Cost calculated on _____ number of claims. | |
| Indemnity / Lost Time | \$ _____ |
| Medical Only | \$ _____ |
| First Aid Incidents | \$ _____ |
| Future Medical Claims | \$ _____ |
| Comments: | |

B. On-Line Access Fees and Features: Additional Information

1. Indicate any training and set-up costs per user \$ _____
Comments:
2. Indicate the number of County’s users that can access the system simultaneously: \$ _____
Comments:
3. List any additional costs for on-line access. \$ _____
Comments:

C. Reports

Standard Reports – Indicate the cost for the following standard reports, if any:

| | | |
|---------------------------|------------------------------|------------------------|
| Accident Analysis Reports | Loss Triangle Reporting | |
| Check Registers | Managed Care Savings Reports | |
| Claims Listings | Payment Summary | |
| Claims Summary | “Repeater” Reports | |
| Frequency and Severity | Transaction History | |
| Injury Demographics | | \$ _____ per report |

Describe:

Indicate the costs associated with ad-hoc reports (if any), and the process the County must follow to obtain specialized reports:

Cost \$ _____
per _____
(per report, per request, etc.)

Describe report request process:

II. MEDICAL MANAGEMENT SERVICES

A. Medical Bill Re-Pricing:

Bill review, price per line \$ _____

Indicate minimum number of lines per review: _____

Hospital bill review, % of savings: _____ %

PPO bill review, % of savings: _____ %

B. Other Medical Management Services:

Medical Case Management, price per hour \$ _____

Utilization Review Services, price per review \$ _____

Nurse review – telephonic, price per review \$ _____

Nurse review – field review, price per review \$ _____

MRI Review, price per hour \$ _____

Outpatient Surgery, price per review \$ _____

Inpatient Surgery, price per review \$ _____

| | | |
|---|----|-------|
| Physical Therapy / Chiropractic, price per review | \$ | _____ |
| Durable Medical Equipment (over \$1,000), price per review | \$ | _____ |
| Physician Peer Review, price per hour | \$ | _____ |
| Pharmacy review, price per review | \$ | _____ |
| Comments: | | |

III. LOSS CONTROL

Please provide the costs associated with the following tasks and describe what is included in that cost:

- A. Establishing an Action Plan \$ _____
Comment:

- B. Loss Control Surveys \$ _____
Comment:

- C. Development of Loss Prevention Programs \$ _____
Comment:

- D. Safety Training and Education \$ _____
Comment:

- E. Ergonomic Consultation \$ _____
Comment:

- F. OSHA Compliance Consultation \$ _____
Comment:

- G. Job Safety Site Surveys \$ _____
Comment:

- H. Investigation Services, i.e. SIU, Fraud,
Preparation of case for District Attorney \$ _____
Comment:

IV. HEARING REPRESENTATIVES

Do you provide hearing representatives? If so, describe these services and provide a fee schedule:

Comment:

Exhibit "D"

SAMPLE ONLY

AGREEMENT FOR SERVICES #____-_____

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and _____, a _____, duly qualified to conduct business in the State of California, whose principal place of business is _____, and whose Agent for Service of Process is *Company name, physical address*, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide _____; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide _____.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire _____.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be _____.

Total amount of this Agreement shall not exceed _____.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department
Address
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article _____, Default, Termination, and Cancellation.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
(Department Name)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

(COMPANY NAME)
(Address)
(City, State, Zip)
ATTN: (Name), (Title)

or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance

hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees.

Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00.

Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is (name), (title), (department), or successor.

ARTICLE XXVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
Name
Title
Department

Dated: _____

Requesting Department Head Concurrence:

By: _____
Name
Title
Department

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

OR

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

IF CORPORATION, LLC, ETC.
(COMPANY NAME, INC.)
(A [NAME OF STATE] CORPORATION)
IF SOLE PROPRIETOR, ETC., DELETE THIS TEXT

By: _____
Name
Title
"Contractor"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

(insert contract preparer's initials)

(insert purchasing assigned contract #)