



PASADENA

Unified School District

Request for Proposals

WORKERS' COMPENSATION CLAIMS ADMINISTRATION
MANAGED CARE SERVICES

Responses due by Wednesday, December 21, 2022, at 4:00 PT
Ilene Mehrez, Procurement & Contracts Supervisor
Pasadena Unified School District
351 S. Hudson Avenue., Pasadena, CA 91109
AND VIA EMAIL AT MEHREZ.ILENE@PUSD.US



November 3, 2022

Dear Potential RFP Respondent:

The Pasadena Unified School District (“PUSD”) invites you to respond to this Request for Proposals – Workers’ Compensation Claims Administration and Managed Care Services (this “RFP”). Please see Part III - Specifications for program requirements. Program effective date is July 1, 2023.

Respondents must complete the cost table and questionnaire in Appendix A, the supplemental questionnaire in Appendix B and the non-collusion declaration in Appendix C. Each section in Appendix A (Section I and Section II) will be considered on a stand-alone basis and PUSD reserves the right to select different service providers for services articulated in each section. If your programs require bundling of services requested in any of the sections, please specify this requirement clearly in your RFP response. PUSD requests that each proposal be concise yet fully responsive, identifying only the pertinent and critical information and data requested.

In addition, you are encouraged to identify program fee reductions as an incentive for PUSD to award multiple service sections to you. As an example, if you provide workers’ compensation claims administration services at a proposed fee and managed care services at a proposed fee, demonstrate an incentive to PUSD by reducing your costs in one or both service areas if you are awarded service contracts for both types of services.

PUSD is also particularly interested in receiving proposals that provide a multiyear cost guarantee.

Your response to this RFP is due no later than **December 21, 2022, at 4:00 p.m. PT**. Submissions received after that date will not be considered. All questions, clarifications, or comments shall be submitted in writing by **November 23, 2022**. Interviews (if you are selected for participation) have been scheduled for **January 9, 2023**, at the PUSD office located in Pasadena, CA or via video conference. Second interviews for finalists are scheduled for **January 25, 2023**. A notice of intent to award will be announced on or about **February 21, 2023**.

If planning to respond to this RFP the following documents may be requested by email:

- A. workers’ compensation loss run (10 years) valued as of 9/30/2022.
- B. public self-insurers’ annual reports (2019/20, 2020/21 and 2021/22).

All inquiries, communications, and RFP submissions are to be provided electronically plus five (5) hard copies, sent to the following contact:

Ilene Mehrez, Procurement & Contracts Supervisor
Pasadena Unified School District
351 S. Hudson Avenue., Pasadena, CA 911096
(626) 396-3600, Ext. 88503
mehrez.ilene@pusd.us

Please affirm your intent to participate in this RFP process. Thank you for your consideration and we look forward to your response.

Best Regards,

Sergio O. Gomez
Director of Risk Management
Pasadena Unified School District

As a formality, please note that this letter is not to be construed as an offer to contract with your firm or any specific firm. PUSD expressly reserves the right to award a contract in the best interest of PUSD; not award any contract(s); reject any submittals; suspend or terminate the RFP process; and waive any irregularity in the RFP process.

PART I: SUMMARY

A. Brief Description of PUSD

The Pasadena Unified School District is a Southern California K-12 school district located in the City of Pasadena, County of Los Angeles (the “County”), State of California (the “State”). PUSD provides a comprehensive curriculum supporting 2 high schools, 3 middle schools, 13 elementary schools and 6 special schools. In addition, PUSD has an educational center and District Service Center (DRC). There are approximately 15,000 students and over 2,000 employees at PUSD. To learn more about the district, please visit our website at www.pUSD.us.

B. Brief Description of Requested Services

For the purposes of this RFP, PUSD desires to execute a contract or contracts for the provision of two types of third-party administrative services: (i) workers’ compensation claims administration, and (ii) managed care services, all as further described in this RFP. Respondents can offer services in all two areas, or any combination thereof. The successful provider(s) shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material necessary to provide the services herein described. PUSD aims to enter into a contract or contracts with services commencing on or about **July 1, 2023**.

C. Overview of RFP Requirements

In order to be deemed fully responsive, respondents must meet specifications and minimum requirements as set forth in this RFP. Non-conforming proposals and incomplete proposals may be rejected. Potential respondents should read the entire RFP, and carefully and thoroughly complete all RFP documents, including Appendix A (Cost Table and Respondent Questionnaire), Appendix B (Supplemental Questionnaire) and Appendix C (Non-Collusion Declaration). Respondents must attach any and all requested documentation. All RFP responses must be submitted in accordance with the Instructions.

PUSD expressly reserves the right to select the proposal or proposals in the best interest of PUSD, in accordance with applicable law. PUSD reserves the right to reject any and all proposals, and to waive any irregularities or informalities in any bid, or any portion thereof, and/or in the bidding process.

D. Overview of RFP Timeline

For the convenience of prospective respondents, an overview of the current timeline for this RFP is set forth below. This timeline may be adjusted by addenda to this RFP.

RFP Item	Date (and time, if applicable)
RFP Issue Date	November 3, 2022
Deadline for questions	November 23, 2022, at 5:00 p.m. PT
Proposal Deadline	December 21, 2022, at 4:00 p.m. PT
First Round of Interviews	January 9, 2023
Second Round of Interviews	January 25, 2023
Anticipated Notice of Intent to Award	February 21, 2023
Protest Deadline	February 27, 2023, at 10:00 a.m. PT
Protest Reply Deadline	March 3, 2023, at 10:00 a.m. PT
Anticipated Protest decisions, if applicable	March 10, 2023
Anticipated Contract award	No later than March 23, 2023
Anticipated start of Contract	July 1, 2023

PART II: INSTRUCTIONS

These RFP Instructions (these “Instructions”) have been prepared on behalf of PUSD. Capitalized terms used but not defined herein shall have the meanings attributed to such terms in other parts of this RFP.

1. RFP is Integral to Contract. Respondents shall carefully review this RFP, including, but not limited to, the letter from the Director of Risk Management, Summary, these Instructions, the Specifications, any Addenda, and any and all forms. In the event of a contract award, the entire RFP shall be incorporated by reference into the final agreement. The failure of a respondent to understand the conditions in and under which the services contemplated hereunder are to be performed, or to examine and understand any part of this RFP, shall not relieve the respondent from any obligations under this RFP. If a respondent is in doubt as to the true meaning of any part of this RFP, or finds any conflict, omission, or other discrepancy in any part of this RFP, the respondent must submit to PUSD a written request for an interpretation, clarification or correction of this RFP, all in accordance with the procedures set forth in paragraph 32. The submission of a proposal shall be deemed and construed as a representation and warranty by the respondent that the respondent understands and agrees with this RFP. Furthermore, by submitting a proposal, each respondent agrees that, if awarded a contract, the respondent shall timely execute the contract, and comply with all the terms and conditions set forth in the contract and this RFP.

2. Use of PUSD Forms Mandatory. To assure uniformity in this RFP process, respondents are required to use only those forms included in this RFP. Respondents shall not copy and paste, modify or alter the forms in any manner whatsoever. For example, respondents shall not copy and paste the forms included in this RFP into a Word document, complete the Word document, and then submit the Word document to PUSD. PUSD reserves the right to reject any proposal that contains copied, modified, or alternate RFP response forms. If the forms included in this RFP request additional information from the respondent, the respondent may submit such additional information on the respondent’s own forms.

3. Contents of Response. Each RFP response must demonstrate the qualifications of the respondent and provide evidence of the respondent’s capacity to successfully perform the contract. To accomplish the foregoing, RFP responses shall include the following information.

a. Cover Letter. Submit a cover letter that states the following: (i) the RFP name, (ii) the name of the company submitting the proposal, (iii) the company is validly existing and in good standing in the State, (iv) a brief overview of the company’s qualifications, (v) confirms that the proposal is irrevocable for a period of one hundred eighty (180) days, (vi) an acceptance of this RFP’s terms and conditions, and (vii) any additional information appropriate for the cover letter. The cover letter should be a well written, concise introduction to the proposal.

b. Appendix A: Cost Table and Respondent Questionnaire. Respondents shall fully and accurately complete the Cost Table and Respondent Questionnaire included in this RFP as Appendix A and submit the completed form as a part of their RFP response. Respondents shall submit additional paperwork to answer any questions. Respondents must clearly label the additional document and answers (*e.g.*, title of document would be “Appendix A – Respondent Questionnaire” and the answers would be clearly identified as “Section I – Question 1” *etc.*).

c. Appendix B: Supplemental Questionnaire. Respondents shall fully and accurately complete the Supplemental Questionnaire included in this RFP as Appendix B. Respondents may answer the questions on a separate paper. Respondents must clearly label the document and answers (*e.g.*, title of document would be “Appendix B – Supplemental Questionnaire” and the answers would be clearly identified as Question 1, Question 2, *etc.*).

d. Appendix C: Non-Collusion Declaration. Each respondent shall fully complete and submit the Non-Collusion Declaration using the form provided in Appendix C.

e. NOTE: Respondents are **not** required to submit the entire RFP with their RFP responses and are strongly discouraged from doing so.

f. NOTE: The information provided in Appendix A and Appendix B will be used to evaluate each respondent’s qualifications to carry out satisfactorily the terms of the Contract. Any errors, omissions, or fraudulent information may be considered as a basis for the rejection of the RFP response and may be grounds for the cancellation of any subsequent agreement executed as a result of this RFP. RFP responses submitted without Appendix A, Appendix B or Appendix C shall be rejected as non-responsive.

4. Signatures. The RFP response must be signed and dated by a person duly authorized to contractually bind the respondent in connection with the services contemplated by this RFP. Unsigned responses may be considered non-responsive, resulting in possible rejection of the response. PUSD prefers that signatures comply with the following rules.

a. Corporations. If the respondent is a corporation, each document must set forth the full, legal name of the corporation and must be signed by both the respondent’s president and secretary. Alternatively, the signature of another authorized representative may be affixed to the documents if the respondent includes with its proposal a certified copy of a resolution of the corporation’s board of directors authorizing such person to sign the documents as the respondent’s authorized representative. Documents submitted with the RFP response must include the title of each signatory below the signature.

b. Limited Liability Companies. If the respondent is a limited liability company, each document must set forth the full, legal name of the company and the names of all members of the company, and all such members must sign the documents for the respondent. Alternatively, the document may be signed by a representative of the managing member of the company if the respondent includes with its RFP response a certified copy of a statement of the managing member's authority and the specific signatory's authority to sign the documents as the respondent's authorized representative.

c. Partnerships. If the respondent is a partnership of any type, each document must set forth the full, true name of the partnership and the names of all persons and/or entities comprising the partnership, and all such persons and entities (or their legal representatives as applicable) must sign the documents. Alternatively, the documents may be signed by a general partner of the partnership if the respondent includes with its RFP response a certified copy of a statement of the partnership acknowledging the signatory as a general partner (or a representative of the general partner) with authority to sign the documents.

d. Sole Proprietorships. If the respondent is a sole proprietorship, each document must set forth the true name of the sole proprietorship and its owner, and such owner must sign the document. Alternatively, an agent of the owner may sign a document if the respondent has included in the RFP response a certified copy of a current and valid power of attorney authorizing the agent to sign the document.

e. Fictitious Business Names and Joint Ventures. If the respondent is an entity using a fictitious business name or a joint venture of two (2) or more parties, documents must satisfy the requirements set forth above for signatures on behalf of corporations or partnerships, as applicable. The signature on any document signed on behalf of any entity using a fictitious business name must so indicate in the signature block (*e.g.*, ABC Corporation, Inc., *dba* ABC Administrative Services). Documents submitted by parties acting as joint venturers must so indicate in the signature block and must be signed by or on behalf of each and every joint venturer.

5. Answer All Questions. Respondents shall completely, accurately and legibly answer all questions in Appendix A and Appendix B. Do not leave any questions blank. If the item is not applicable, insert "n/a."

6. Typewritten or Printed in Ink. All answers must be typewritten or neatly printed in black or blue ink.

7. Interlineations; Erasures. A proposal may contain an erasure, interlineation, or other correction only if the correction is made to the information entered by the respondent (not to any preprinted text in the appendices or other forms provided by PUSD), does not result

in any inconsistency or ambiguity, and is authenticated by affixing, in the margin immediately adjacent to the correction, the initials of the person or persons signing the RFP response.

8. Attachments. Respondents shall clearly label all supporting documentation as specified in these Instructions and the appendices. Respondents shall submit all supporting documentation and forms in the requested order. All documentation shall be on standard 8½-inch by 11-inch paper.

9. Respondent's Exceptions to RFP. Exceptions or deviations from the RFP response, alternate RFP responses, or any other change of the forms or other documents comprising this RFP that are not specifically called for in this RFP may result in PUSD's rejection of the RFP response as being non-responsive.

10. Precontractual Expenses. PUSD shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential respondents, and respondents shall not include any such expenses as part of their quotes or otherwise charge PUSD for such expenses. Pre-contractual expenses are defined as any expenses incurred by the potential respondent in: (a) preparing its RFP response in response to this RFP; (b) submitting that RFP response to PUSD; (c) negotiating with PUSD any matter related to this RFP, including a possible contract; or (d) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP.

11. Rejection of Non-Responsive RFP responses. Before submitting an RFP response, each respondent shall carefully examine the submittal to ensure all requirements, conditions, and cost implications therein have been met. It is also recommended that respondents conduct a final review of their RFP responses to ensure that the RFP responses are organized, neatly prepared, proofread, and complete. PUSD may reject an RFP response as non-responsive if the RFP response fails to conform to the requirements set forth in this RFP, or if PUSD reasonably determines that the RFP response is unintelligible, internally inconsistent, or otherwise ambiguous. PUSD may, but is not required to, seek information from any respondent that may resolve an ambiguity in the respondent's RFP response.

12. Submittal of RFP response. Respondents shall submit their RFP responses (a) by mail, including overnight mail, or by hand delivery, including courier service, and (b) by email in accordance with the following directions.

a. Delivery by mail or hand: Respondents shall submit five (5) original signed copies of their RFP response in a sealed envelope that is clearly labeled "**PUSD RFP Response – [Insert Respondent's Name].**" Respondents shall insert their name in the space labeled "Insert Respondent's Name." RFP responses must be delivered to PUSD before the RFP Response Deadline at the following address (hereinafter referred to as the "PUSD Address"): Pasadena Unified School District, 351 S. Hudson Avenue., Pasadena CA 91109, Attn: Ilene Mehrez, Procurement & Contracts Supervisor.

b. Electronic RFP responses: In addition to delivery by mail or hand, respondents shall submit their RFP responses electronically (*i.e.*, via email), as a single PDF organized as set forth in these Instructions, with an email subject line stating only “**PUSD RFP Response – [Insert Respondent’s Name]**.” Respondents shall insert their name in the space labeled “Insert Respondent’s Name.” Electronic RFP responses must be delivered before the RFP Response Deadline at the following email address: Mehrez.ilene@pusd.us.

c. Restriction on delivery of RFP responses: RFP responses may only be submitted as set forth above. No oral, telephonic, telegraphic or facsimile RFP responses will be accepted.

13. RFP Response Deadline. The RFP Response Deadline is **December 21, 2022, at 4:00 p.m. PT.** Late proposals will not be accepted. Each respondent is solely responsible for timely delivery and receipt of its RFP response, regardless of external factors such as traffic, weather, parking issues, lines at PUSD’s reception desk, problems with couriers, inadvertent diversion of electronic RFP responses into “junk mail,” delayed receipt of electronic emails, problems with servers, computer “crashes” or other matters. Respondents shall assume all risks associated with delivery of their respective RFP responses. PUSD shall in no manner whatsoever be responsible for the timeliness or receipt of RFP responses. Additionally, PUSD’s determination of timeliness shall be conclusive. PUSD will not consider arguments that its method of calculating timeliness is erroneous or flawed (*e.g.*, that PUSD’s clock is inaccurate). Respondents are encouraged to deliver their RFP responses to PUSD well in advance of the RFP Response Deadline and to otherwise factor in contingencies such as traffic, parking, problems with electronic delivery, *etc.* when arranging for delivery of their RFP responses.

14. No Reliance on Prior Submittals. Respondents must submit a complete RFP response to PUSD in accordance with this RFP. Respondents cannot rely upon any prior RFP response or prior provision of relevant documentation to PUSD or cross reference those prior documents instead of submitting a complete RFP response to PUSD.

15. Modifying or Superseding a RFP response. A respondent may modify or supersede an RFP response that the respondent already submitted to PUSD *only* if the respondent (a) submits the modified, complete RFP response to PUSD before the RFP Response Deadline, and (b) simultaneously provides PUSD with written notice that the modified RFP response supersedes the prior RFP response. Any modified RFP response must be a complete RFP response that fully complies with the instructions set forth in this RFP. PUSD will not accept any oral modification, or any modification sent *via* facsimile. PUSD will replace any prior RFP response with a modified RFP response that is complete, timely submitted and complies with this RFP. PUSD will reject any modified RFP response that is incomplete, not timely received, or otherwise does not comply with this RFP. If PUSD rejects a modified RFP response, then PUSD will review and evaluate the prior RFP response, unless it was withdrawn in accordance with these Instructions. If a respondent properly modifies its

RFP response, then the respondent shall only have rights to appeal PUSD's decision regarding the modified RFP response and shall have no right of appeal with respect to the original RFP response. Conversely, if a respondent attempts to modify an RFP response but fails to timely do so, the respondent shall only have rights of appeal with respect to the original RFP response.

16. Withdrawing an RFP response. A respondent may withdraw its RFP response at any time prior to the RFP Response Deadline by submitting a written request to PUSD at the PUSD Address, attention Ilene Mehrez, Procurement & Contracts Supervisor. PUSD will not accept any oral withdrawal request. A withdrawal request must be signed by an authorized representative of the respondent. Any RFP response security for a withdrawn RFP response shall be returned at the time of withdrawal. After the RFP Response Deadline, RFP responses shall not be withdrawn for a period of one hundred eighty (180) calendar days. A respondent that properly withdraws its RFP response shall not have any rights of appeal regarding the RFP response.

17. Review of RFP responses. PUSD shall review each RFP response for the following threshold matters.

a. Timeliness. PUSD will determine whether the entire RFP response was submitted on or before the RFP Response Deadline. As set forth herein, timely submittal of RFP responses is mandatory. PUSD will reject as non-responsive any RFP responses submitted after the RFP Response Deadline.

b. Compliance with RFP. PUSD will evaluate whether the RFP response complies with this RFP, including, but not limited to, these Instructions. Compliance with this RFP is mandatory, although minor irregularities may be waived as set forth in this RFP and in accordance with applicable law.

c. Substantive Review. If PUSD determines that a proposal is timely received and complies with this RFP, then PUSD will substantively review and evaluate the proposal. Evaluation criteria shall include, but not be limited to, responsiveness to RFP response, experience, capacity to provide the requested services, rates and reference check information.

d. Additional Information. PUSD expressly reserves the right to request additional and/or clarifying information from respondents, including, but not limited to, (i) workers' compensation loss run (10 years) valued as of 10/31/2022; (ii) public self-insurers' annual reports (2019-20, 2020-21, and 2021-22). Respondents shall promptly provide any additional information to PUSD.

18. Interviews. Based upon PUSD's review of the RFP responses, as explained in paragraph 17, above, PUSD intends to invite certain respondents to participate in an interview process. Initial interviews will occur on **January 9, 2023**, at the PUSD office, but at PUSD's

option, may be rescheduled to a different date or conducted *via* videoconference. Second interviews for finalists will occur on **January 25, 2023**, at the PUSD office or conducted via video conference. Further instructions about interviews will be provided to applicable respondents. PUSD reserves the right to adjust the interview dates as needed or otherwise advisable.

19. Basis of Award. PUSD expressly reserves the right to select the RFP response in the best interest of PUSD, in accordance with applicable law.

20. Notice of Intent to Award. On or about **February 21, 2023**, PUSD shall provide all respondents a notice indicating which respondent, if any, PUSD intends to award the contract (the “Notice of Intent to Award”).

21. Protests. All RFP protests (each a “Protest”) shall comply with the following procedures.

a. Protests shall not be submitted by any respondent that withdrew its RFP response or failed to timely submit a RFP response.

b. Protests shall be submitted to PUSD by not later than **February 27, 2023, at 10:00 a.m. PT** (the “Protest Deadline”).

c. Protests shall be in writing, and shall include the following information: (i) the name, address, and telephone number of the respondent, (ii) the name, direct telephone number and email address of the respondent’s authorized representative, (iii) the RFP title; (iv) a detailed description of the legal and/or factual grounds for the Protest; (v) all supporting documentation for the Protest; (vi) the form of relief requested by the respondent; and (vii) the signature of the respondent’s authorized representative. On or before the Protest Deadline, the Protest shall be delivered to PUSD by personal delivery, courier service, mail, or email to mehrez.ilene@pusd.us. PUSD will not accept or consider any oral protest (*e.g.*, by telephone) or facsimile protest.

d. By the Protest Deadline, the protesting respondent shall also provide a written copy of the Protest to the respondent subject to the Protest. Failure to serve the Protest upon the respondent subject to the Protest may be grounds for PUSD to deny the Protest. A respondent whose RFP response has been protested by another respondent may submit to PUSD a written response to the Protest (each a “Protest Reply”). The Protest Reply shall be submitted to PUSD no later than **March 3, 2023, at 10:00 a.m. PT** (the “Protest Reply Deadline”).

e. All Protests and Protest Replies shall be submitted to the PUSD by the Protest Deadline, or Protest Reply Deadline, as applicable, at the PUSD Address.

f. If a Protest does not comply with all of the foregoing requirements (provided that a respondent will be deemed to have submitted all documentation that it desires in accordance with the Protest), PUSD may reject the Protest as invalid.

g. A respondent may at any time withdraw its Protest.

h. Upon receipt of a valid Protest, PUSD shall review the Protest and all relevant information and documents, including any Protest Reply, and shall provide a written response to the protesting respondent and the respondent subject to the Protest. PUSD may decline to award the Contract, may award the contract(s) to a respondent other than as previously intended, or may award the contract(s) to a respondent as previously intended despite the Protest. If required by applicable law, PUSD will hold a hearing with respect to a Protest.

i. PUSD anticipates making any protest decisions by **March 10, 2023**. PUSD's decision with respect to any Protest shall be final with no further review by or appeal to PUSD.

j. The protest procedures set forth herein are a mandatory administrative remedy, and a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested. Each respondent that desires to protest shall file its own Protest and cannot in any manner whatsoever rely upon the Protest of another respondent. Failure to comply with these procedures shall be deemed and construed as a waiver of any and all rights the respondent may have to pursue a claim, demand or action arising from or related to the RFP responses, including, but not limited to, the award of the Contract.

k. Notwithstanding the generality of the foregoing procedures, in the event that this RFP will be funded in whole or in part by any State or federal funds that require a protest procedure different than the procedures set forth herein, then that different protest procedure shall control.

22. Final Contract Award. The final contract award shall be made no later than **March 23, 2023**, which shall be subject to execution of a contract acceptable to PUSD in its sole discretion.

23. Obligations of Successful Respondent. The successful respondent(s) shall be required to attend a post-award meeting with PUSD and may be required to submit additional paperwork.

24. Addenda. If it becomes necessary for PUSD to revise any part of this RFP, or to provide clarification or additional information after the initial RFP is released, a written addendum will be posted on PUSD's website along with the original RFP. To determine whether any addenda have been issued, please visit www.PUSD.us. PUSD may, but is not required to, also send addenda *via* facsimile, email, or first-class U.S. mail. Even if PUSD sends any addenda *via* facsimile, email, or first-class U.S. mail, PUSD shall not be obligated to send additional addenda by the same or similar means. Each respondent shall be solely responsible for reviewing PUSD's website for any addenda. In their RFP responses, respondents shall acknowledge and accept the terms of any and all addenda. Notwithstanding the foregoing, all addenda shall be incorporated into this RFP and any and all RFP responses automatically.

25. Ongoing Duty to Provide Accurate, Complete Information. RFP responses must contain accurate, complete information. In no event shall any respondent withhold pertinent information or provide false or misleading information. If any information provided by a respondent becomes inaccurate, false, or misleading, then the respondent must immediately notify PUSD of the discrepancy in writing and provide the accurate information to PUSD. In its sole discretion, PUSD reserves the right to terminate an existing contract with a successful respondent who provided PUSD with inaccurate, false, or misleading information. In no event shall PUSD be liable for any costs, damages, penalties, or losses incurred by the respondent in association with termination of services under this paragraph or paragraph 26 hereof.

26. PUSD's Further Investigation and/or Request for Further Information. Although the RFP response will be the primary basis of determining whether a vendor is qualified, PUSD expressly reserves the right to examine other available sources, including, but not limited to, conducting Uniform Commercial Code searches; interviewing references; and verifying financial information with the respondent's independent accountant. Respondents are deemed to have acknowledged and consented to these communications by submitting a RFP response. Moreover, PUSD reserves the right to seek additional information from any respondent at any time. For example, if PUSD reasonably determines that information in the RFP response may be false, inaccurate or misleading, then PUSD shall have the right to take whatever steps are necessary to rectify the situation, including, but not limited to, the following: (a) request supplemental documentation from the respondent or other relevant parties to ascertain whether the RFP response included false, inaccurate or misleading information; and (b) if material information in the RFP response was false, inaccurate or misleading, then (i) terminate any agreement with the respondent for cause, and (ii) recover any losses incurred by PUSD due to the false, inaccurate or misleading information.

27. Public Records. All materials submitted in response to this RFP shall immediately become the property of PUSD and shall be returned only at PUSD's option and at the expense of the vendor submitting the proposal or RFP response. Subsequent to opening of the RFP responses, the RFP responses shall become public records, subject to disclosure under the California Public Records Act (Government Code Sections 6250, *et seq.*) (the "CPRA"). PUSD shall not provide advice to respondents regarding the applicability of the

CPRA to their respective RFP responses. By submitting a RFP response, respondents are deemed to understand and accept that their RFP responses may be subject to disclosure under the CPRA. In the event that any respondent submits information in its RFP response that constitutes a trade secret as that term is defined in California Civil Code Section 3426.1(d), or that is otherwise exempt by law from disclosure to the public, and prominently labels that information as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY,” as applicable, the information *may* not be subject to disclosure. If respondents indiscriminately label all or most of their RFP responses as exempt from disclosure, without justification, then their RFP responses may be rejected as non-responsive. Respondents submit RFP responses at their sole expense and risk. In no event shall PUSD be liable to any interested party, including, but not limited to, any respondent, for the disclosure of any information set forth in any RFP response, regardless of whether the disclosure is required by law or court order, or occurs through the inadvertence, mistake, or negligence of PUSD or its officers, employees, contractors, or consultants. Respondents shall be solely responsible and liable for prosecuting or defending any action concerning disclosure of information in their respective RFP responses under the CPRA, and respondents shall hold PUSD harmless from all costs and expenses, including, but not limited to, attorneys’ fees in connection with any such action. In accordance with applicable law and PUSD policy, PUSD may eventually destroy or otherwise dispose of proposals without prior notice and without any right of recourse to a respondent.

28. Public Agency Requirements. This RFP is subject to certain laws and regulations applicable to public agencies and certain PUSD policies and procedures. This RFP contains some, but not all, of the foregoing requirements. By submitting a RFP response, respondents shall be deemed and construed to have acknowledged that (a) the anticipated contract is subject to certain legal requirements applicable to public agencies, (b) the respondent is familiar with such legal requirements, and (c) the respondent agrees to abide by all such legal requirements.

29. No Improper Influence of PUSD Board of Education or Staff, or References. Respondents shall not in any way attempt to influence any member of the Board of Education or any PUSD administrator, employee, or consultant with respect to this RFP or any other matter. Moreover, respondents shall not in any way attempt to influence any of their references or the references of any other respondent. PUSD reserves the right to reject the RFP response of any party that violates this provision or appears to violate this provision, and, at any time, to seek any other remedy available at law or in equity for violation of this provision.

30. Reservation of Rights. PUSD reserves the right to reject any and all RFP responses, and to waive any informality or irregularity in the RFP responses, or any portion thereof, and/or the RFP process. PUSD will reject as non-responsive any RFP responses containing irregularities that are not minor irregularities, including, but not limited to, any RFP response that is materially incomplete. Furthermore, PUSD reserves the right to reject the RFP response of any respondent that is or has been in arrears to PUSD, or that is otherwise in default of any contract with PUSD. PUSD also reserves the right to consider any such arrears or default in its evaluation of the respondents.

31. No Guarantee. The issuance of this RFP is not a guarantee that PUSD will proceed with the procurement of services contemplated herein within the anticipated timeline or ever. PUSD reserves the right to postpone, delay, suspend or terminate its plans with respect to this RFP. No prospective respondents shall have any claims whatsoever against PUSD regarding any adjustments or modifications or termination of the PUSD's plans with respect to this RFP.

32. Questions, Clarifications, Corrections. If a respondent has questions about any part of this RFP, written questions are to be submitted *via* email to Ilene Mehrez at Mehrez.ilene@pusd.us. The deadline for questions is **5:00 p.m. PT on November 23, 2022**. Potential respondents are responsible for reading the questions and answers, which will be posted on PUSD's website. To view any RFP questions and answers, please visit www.PUSD.us. PUSD shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

END OF INSTRUCTIONS

PART III: SPECIFICATIONS

These Specifications are an integral part of this RFP and the final contract(s). Respondents should read these Specifications carefully in order to ensure that they can provide the requested services in compliance with the minimum specifications set forth herein. RFP responses shall be rejected if non-compliant with these Specifications.

A. PROGRAM REQUIREMENTS

- Staff assigned to the PUSD account must have, at minimum, four (4) years or more of experience working with California public school districts and be familiar with the Education Code.
- Bilingual staff preferred.
- Provide workers' compensation/payroll training to internal district staff.
- Quarterly file reviews.
- PUSD Specific Claim Handling Protocols.
- PUSD Preferred Service Provider Panel.
- PUSD Preferred Defense Attorney Panel.
- PUSD owned trust accounts.
- PUSD will maintain the right of refusal of staff members assigned to the account.

B. MINIMUM STAFFING REQUIREMENTS

Workers' Compensation Program:

Designated Staff -

- One (1) Account Manager (7+ years of experience)
- One (1) Supervisor (7+ years of experience)
- One (1) Senior Claim Examiner (5+ years of experience) – Caseload: 150 files maximum
- One (1) Claims Examiner (4+ years of experience) – Caseload: 150 files maximum
- One (1) Claims Assistant/MO Clerk (2+ years of experience)
- One (1) Future Medical Examiner (4+ year of experience)

END OF SPECIFICATIONS

PART IV: FIVE-YEAR DATA SNAPSHOT

These tables represent a five-year snapshot of PUSD workers’ compensation program data valued as of September 30, 2022. These tables are provided to give potential respondents an idea of the scope of what PUSD’s claim volume is on an annual basis.

Five Year Workers’ Compensation Claims Experience					
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Indemnity	97	75	44	79	5
MO	70	48	45	83	18
First Aid	60	67	10	44	1
Total	227	190	99	206	24

APPENDIX A – COST TABLE AND RESPONDENT QUESTIONNAIRE

SECTION I

Please provide ALL costs for Workers’ Compensation Claim Administration services, including costs for open tail claims if applicable. Please use additional form(s) if necessary. Services and fees not disclosed in this quotation will be considered free of charge to PUSD.

Claims Administration	Life of Claim, if available	Contract Year	Price 2024- 25	Price 2025- 26
Indemnity Claims				
Medical Only				
Tail claims services				
Tail claims data conversion				
On-line claims access				
Special Ad-Hoc claims reports				
On-line 5020 submission				
Investigation/Sub-rosa				
Medicare set-aside services <ul style="list-style-type: none"> - Medicare Reporting - MSA’s with CMS approval - SSDI checks - Medicare checks - Conditional payments/reviews 				
Index reports				
Third party subrogation fees				
Client specific claim handling protocols				
Other service enhancements				

In addition to the above, please respond to the following:

1. What is the average caseload per examiner?
2. What type of training is provided to staff and how often?
3. What is your firm's claims examiner retention rate for the last five years?
4. Does your firm have internal quality control standards or audits? If so, please explain.
5. How often are indemnity claims reviewed on diary by the examiner?
6. How do supervisors provide support to the examiners?
7. What is your firm's philosophy on litigated claims?
8. What assistance does your firm provide concerning Covid-19 claims and how do you ensure your clients complies with State/OSHA requirements?
9. Please identify your firm's preferred vendors, services they provide and fees.
10. Does your firm have an internal SIU department? If not, please explain your SIU model.
11. Identify claims system software.

SECTION II

Please provide ALL costs for Managed Care Services charged to claim files, or to the client directly, in the format below. Please use additional form(s) if necessary. Services and fees not disclosed in this quotation will be considered free of charge to PUSD.

Managed Care Services	Life of Claim, if available	Contract Year	Price 2022- 23	Price 2023- 24
Medical bill review				
PPO/Specialty Negotiations				
Hospital bills				
Pre-negotiated bills				
MPN access fee				
UR pass thru authorizations				
UR Reviews				
Medical Director/Peer Reviews/Appeals				
Nurse case management - Field - Telephonic				
Prescription benefit program				
Injury triage or similar service				
IT services and programming to map with TPA services				
Other service enhancements				

In addition to the above, please provide following additional information:

1. Identify the company(ies) providing the above services and disclose all ownership and/or financial interest(s).
2. Describe your firm's bill review and/or UR system and identify your electronic data interface capabilities with TPA claims system.
3. Describe your firm's PPO network and how your firm will ensure maximum access and savings.
4. What are the average Bill Review and PPO savings for the last five years?
5. Does your firm charge a fee to pay direct pay or negotiated fee bills? If so, what is that fee?
6. Does your firm provide triage services or does your firm contract out those services? Please explain the triage services process.
7. Is your firm's MPN leased or owed? If leased, please identify the provider.
8. Who handles the UR pass through authorizations and follow-up notices?
9. What percentage of referrals does the Medical Director review?
10. What percentage of referrals result in Peer-to-Peer review?
11. What percentage of UR requests have been denied monthly by your firm? Please provide data for the last two years.
12. What is your firm's success rate on Independent Medical Reviews for the last two years?
13. Describe the mechanism used for identifying inappropriate overbilling and/or overutilization of treatment through bill review and utilization review services.

APPENDIX B – SUPPLEMENTAL QUESTIONNAIRE

Please answer the following the questions:

1. Please provide a brief description of your firm including names of principal owners, partners or officers as well as your organization and history.
2. How long has your firm been providing services to California public schools?
3. How many California public school clients does your firm have?
4. Has your firm ever been involved in mediation, arbitration or litigation with a California public agency, OR is your firm currently involved in mediation, arbitration or litigation with a California public agency, OR is it reasonably foreseeable that your firm will be involved in mediation, arbitration or litigation with a California public agency? Please explain. NOTE: PUSD reserves the right to request additional documentation related to this question.
5. What makes your firm unique compared to your competitors?
6. How will your firm work with PUSD to achieve short and long-term goals on the program(s)?
7. Please provide at least three (3) California public school references including name, title, address, phone number and email. All information must be current.
8. Please provide references to two (2) California public school clients your firm has lost in the past three (3) years. All information must be current.
9. Please provide samples of loss run and/or cost savings reports.
10. Please provide resumes of the directors, managers, supervisors, and professional staff that may handle PUSD's claims.

APPENDIX C – NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ (Title) of _____ (Business Name), the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from Proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at

(City, County and State)

By: _____
(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Address)

(Phone Number)

(City, State, Zip)

(Email Address)