



REQUEST FOR PROPOSALS DISABILITY MEDICAL SERVICES

**Comprehensive Disability Retirement Case Management or
Component Services: Medical Records Collection, Medical Record
Review, and Independent Medical Exam Referral Services**

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FRESNO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

Comprehensive Disability Retirement Case Management or Component Services

REQUEST FOR PROPOSAL

I. INTRODUCTION

Fresno County Employees' Retirement Association (FCERA) is seeking proposals from qualified medical services firm(s) (Proposer) who specialize in disability medical evaluations to provide advisory and/or case management services to FCERA's Board of Retirement (Board).

FCERA accepts approximately 20 disability applications each year and requires the services of an established disability medical evaluation services firm(s) with proven expertise in disability assessments to:

1. collect medical records;
2. review medical records;
3. aid in the determination and selection of the appropriate medical specialist to evaluate each applicant's claimed disability;
4. provide access to a comprehensive network of examining physicians covering a broad range of medical specialties;
5. schedule Independent Medical Examination (IME), when needed, with appropriate examining physicians;
6. provide prompt clear, concise, written reports from medical records or from IME; and
7. if necessary, attend required hearings as an expert witness

Successful Proposer(s) may also provide "ad-hoc" services related to the disability medical evaluation services, as described below.

II. BACKGROUND

FCERA is a multiple employer, defined benefit, pension plan serving approximately 17,600 employees and retirees of five participating government or agency employers. Located in Fresno, California, FCERA is established and governed under applicable federal law, the provisions of the County Employees' Retirement Law of 1937 (the '37 Act, California Government Code, §§ 31450-31898), the California Pension Protection Act of 1992 (California Constitution, Article 16, § 17), and the California Public Employees' Pension Reform Act of 2013 (PEPRA, California Government Code, §§ 7522-7522.74).

FCERA employers (plan sponsors) offer disability retirement to qualifying members. Upon receipt of an application for disability retirement, the Board, through its staff and consultants, must determine:

1. Whether an applicant is permanently incapacitated from performing the usual and customary duties of their own occupation;
2. Whether an applicant's incapacity is the result of injury or disease arising out of, or in the course of, their employment, or if employment contributed substantially to said incapacity.

Additionally, FCERA must ascertain the effective date of any benefit payable (e.g. California Government Code § 31724).

FCERA' desires to improve its disability retirement processing time with the goal of presenting a complete disability packet to the Board within 9 months from the date of application.

Currently, the review and processing of disability applications is managed internally. FCERA staff guide members through the application process, analyze eligibility, collect medical records, review medical records and reports, coordinate with IME referral service, prepare application files for Board deliberation, communicate with the applicant and/or applicant's legal counsel, interact with FCERA participating plan sponsors and the Board, and initiate the monthly benefit if approved by the Board.

At present, FCERA utilizes a service provider to arrange IME services. Our service provider coordinates referrals, medical records transfer, and IME reporting. The IME report provides an opinion as to whether the applicant is permanently incapacitated from performing the essential duties of his or her position, as well as whether said disability is service connected (when applicable), and if needed, when permanency of the disabling condition was established. This aids FCERA's determination regarding the timeliness of the application and the potential effective date of benefits. The IME physician may be required to serve as a medical expert at evidentiary hearings held at and administered by FCERA in connection with disability applications. FCERA currently refers all applicants for IME examination but wishes to explore whether it would be cost effective to have qualified medical personnel review applicant medical records to render an opinion on the applicant's claimed incapacity or the need for a referral to an IME examination, as needed. If a medical record review is completed in lieu of an IME, the record reviewer may be required to serve as a medical expert at an evidentiary hearing held at and administered by FCERA. FCERA will give preference to Proposer(s) who can perform applicant medical records collection, medical records review, and IME examination(s) scheduling and arranging, when needed, and provide written opinion reports on each claimed disability.

Proposals may be submitted for Comprehensive Disability Retirement Case Management or for any or all of the following component services: Medical Records Collection, Medical Record Review, and IME Referral service.

Proposers may bid for both comprehensive case management and for any component services combined or individually. For example, a Proposer could combine the medical records collection and IME referral components into one proposal or the Proposer could bid each service separately. Each proposal will be evaluated separately. Upon review of proposals, costs, and capabilities, FCERA will determine the appropriate range of service(s) to be procured, if any, as a result of this Request for Proposals. FCERA reserves the right to determine that no procurement shall result from this Request for Proposals process and shall not be liable to anyone, including but not limited to Proposers, in the event FCERA does not award a contract as a result of this process.

III. STATEMENT OF REQUIREMENTS

A. REQUIRED SERVICES

Comprehensive Disability Retirement Case Management Service

The Proposer will provide integrated disability case management, including, but not limited to, the following:

- a) May provide routine contact and direction (oral and written), as needed, with applicants, medical service providers, employers, legal counsel for the parties, workers' compensation program administrators, and FCERA staff regarding the disability retirement process and case status;
- b) Coordinate, gather, and share all relevant medical records from the treating, evaluating, or consulting physicians, applicant, employer, workers' compensation or insurance providers and FCERA, as necessary and required;
 - 1) Provide a secure file transfer protocol for transfer of medical record files.
- c) Prepare/compile each applicant's disability packet (prior to Board consideration). Each disability packet must contain items 1-4 and may contain records in items 5-7:
 - 1) Member's Application for Disability Retirement;
 - 2) Medical Provider Statement;
 - 3) Delayed Disability Application Affidavit, if applicable;
 - 4) Employee's Essential Job Function Inventory and/or Job Description;
 - 5) Employment records, such as Reasonable Accommodation documents, if applicable;
 - 6) Workers' Compensation documents, if applicable; and,
 - 7) Other relevant materials, when applicable.
- d) Review each applicant's claimed disability(ies) as described in the applicant's disability application and medical records to determine if sufficient medical evidence exists upon which Proposer can render an opinion. Provide written report if recommendation is to grant disability retirement or make recommendation to refer the applicant for IME;
- e) When needed, select the medical specialty(ies) most applicable to evaluating each applicant's claimed disability(ies) and provide a list of said medical specialty(ies) to FCERA for approval;
 - 1) Appointments shall only be scheduled with examining physicians after FCERA staff approves of proceeding with the "recommended medical specialty(ies)" as identified by Proposer.
- f) Schedule appointments with regularly practicing, examining physicians licensed with the Medical Board of the State of California with specific accreditations for the specialty areas, as agreed upon to evaluate the applicants' claimed disabilities;
- g) Maintain records of all transactions and communications relating to each applicant's disability retirement application process;
- h) Provide written report(s) of medical records review(s) or IME results, including any functional restrictions, accommodations needed, and a recommendation to grant or deny an applicant's request;
- i) Prepare and submit a summarized narrative report with the disability packet to staff, utilizing FCERA's Disability Application Board cover letter. The written narrative shall contain the following:
 - 1) Summarized history of the disease/injury, treatments, diagnostic findings, including current objective conditions;
 - 2) Service provider's own findings and a clear statement of conclusions and facts, reports, rationale, basis and reasoning to support each conclusion reached; and,
 - 3) An opinion regarding whether the member is physically or mentally incapacitated from substantially performing the usual duties of his/her job, whether applicant is permanently or continuously disabled, whether incapacity is the result of or arose from the member's employment, and when the permanency of the condition was determined.
- j) May perform periodic review of benefit recipients to confirm continued eligibility to receive disability benefits;

- 1) Submit a report to the Board containing an opinion as to whether the disability recipient continues to be physically or mentally incapacitated for the position held at the time of disability.
- k) Serve as “medical advisor” to the Board, when needed, and provide expert testimony at Disability Hearings whether telephonically or in-person.

Medical Record Collection Service

The firm(s)/individual(s) will provide coordination and collection of Medical Records. Medical Record Collection services include, but are not limited to, the following:

- a) Coordinate, gather, share all relevant medical records from the treating, evaluating, or consulting physicians, applicant, employer, workers’ compensation or insurance providers and FCERA, as necessary and required;
 - 1) Provide a secure file transfer protocol for transfer of medical files; and,
 - 2) Facilitate transfer of medical records, along with disability packet provided by FCERA, to Medical Record Reviewer and/or IME physician.

Medical Record Review Service

Proposer(s) will review Medical Records and either render an opinion regarding the applicant’s permanent incapacity or recommend the applicant be seen for an IME. When necessary, Proposer(s) will select the medical specialty(ies) most applicable to evaluating the applicant’s claimed disability(ies) and provide a list of said medical specialty(ies) to FCERA for approval.

Medical Record Review services include, but are not limited to, the following:

- a) Review all relevant records from the treating, evaluating, or consulting physicians, employers, workers’ compensation or insurance providers, as applicable, to determine if sufficient medical evidence exists upon which Proposer can render an opinion. Provide written report if recommendation is to grant the disability retirement or make recommendation to refer the applicant for IME.
- b) Provide a summarized narrative report from the record review, utilizing FCERA’s Disability Application Board cover letter, that shall contain the following:
 - 1) Summarized history of the disease/injury, treatments, diagnostic findings, including current objective conditions;
 - 2) Proposer’s own findings and a clear statement of conclusions and facts, reports, rationale, basis, and reasoning to support each conclusion reached; and
 - 3) An opinion regarding whether the member is physically or mentally incapacitated from substantially performing the usual duties of his/her job, whether applicant is permanently or continuously disabled, whether incapacity is the result of, or arose from, the member’s employment, and when the permanency of the condition was determined.
- c) May perform periodic review of medical records of benefit recipients to confirm continued eligibility to receive disability benefits.
 - 1) Submit a report to the Board containing an opinion as to whether the disability recipient continues to be physically or mentally incapacitated for the position held at the time of disability.
- d) Proposer, as the Medical Record Reviewer, may be required to serve as “medical advisor” to the Board, when needed, and provide expert testimony at Disability Hearings whether telephonically or in-person.

Independent Medical Examination Referral Service

IME Referral services include, but are not limited to, the following:

- a) Review the applicant's claimed disability and select the medical specialty(ies) most applicable to evaluating the applicant's claimed disability(ies) and provide a list of said medical specialty(ies) to FCERA for approval;
 - 1) Appointments shall be scheduled with the examining physicians only after FCERA staff approves of proceeding with the "recommended medical specialties" as identified by Proposer.
- b) Schedule appointments with regularly practicing, examining physicians licensed with the Medical Board of the State of California with specific accreditations for the specialty areas, as agreed upon, to evaluate the applicants' claimed disabilities;
- c) Coordinate transfer of disability retirement packet and medical records from Medical Records Collection Service Provider to the IME physician;
- d) Obtain from the selected IME a summarized narrative report, utilizing FCERA's Disability Application Board cover letter, that shall contain the following:
 - 1) Summarized history of the disease/injury, treatments, diagnostic findings, including current objective conditions;
 - 2) IME's findings and a clear statement of conclusions and facts, reports, rationale, basis, and reasoning to support each conclusion reached; and,
 - 3) An opinion regarding whether the member is physically or mentally incapacitated from substantially performing the usual duties of his/her job, whether application is permanently or continuously disabled, whether incapacity is the result of or arose from the member's employment, and when the permanency of the condition was determined.
 - 4) The IME physician may serve as "medical advisor" to the Board, when needed and provide expert testimony at Disability Hearings whether telephonically or in-person.

B. GENERAL DUTIES

The selected Proposer(s) shall perform/handle the following general duties:

- a) Treat all member and FCERA information as confidential, including, but not limited to, all data created, gathered, generated, or acquired within the scope of the contract. Sensitive information inclusive of, but not limited to, member and beneficiary information must be kept confidential in accordance with HIPAA standards.
- b) Notify FCERA immediately if there are any breaches to the confidentiality of confidential information. A breach of the confidentiality requirements of the contract shall be subject to cancellation of the contract and the selected Proposer being held liable for damages.
- c) Maintain confidential any information, except with written consent from the Administrator of FCERA or designee, prior to the release of any such information. This includes, but will not be limited to, press releases, reports, research, and any publicity given to the selected proposer for work provided under the resulting contract. FCERA shall be credited as the sponsoring agency.
- d) Refer all requests, reports, and all other communication that uses FCERA's data through the Retirement Administrator or appointed designee.
- e) Notify FCERA immediately of any anticipated changes in personnel assigned under the terms of the contract. Proposer(s) shall submit resumes of any proposed replacement personnel, and obtain written approval from FCERA for any change in personnel assigned to the work.

- f) Notify FCERA staff in writing in the event that any conflict of interest or possible conflict of interest is discovered regarding the provision of services.
- g) Document discussion ideas, issues, and any potential extension of services. Share responsibility with FCERA for documenting in writing all ideas and issues raised in discussions and meetings.

IV. PROPOSER QUALIFICATIONS

Proposers must meet the minimum qualifications to be given further consideration. Each Proposer must provide detailed documentation and information of how each minimum qualification is met by completing the *Minimum Qualifications Certification*, Attachment A, signed by an authorized member of the proposing firm. Each proposal shall contain the following:

Cover Letter

The submission must include a cover letter signed by the person(s) authorized to bind Proposer contractually. This cover letter must indicate the signers are authorized and must indicate the title or position the signers hold in the firm. The cover letter is an integral part of the proposal and an unsigned cover letter shall cause the proposal to be rejected. The letter must contain the following:

1. The Proposer's name, address, telephone and email address;
2. The Proposer's type of business entity (e.g. sole proprietorship, partnership, corporation, etc.);
3. The Proposer's Federal Identification Number and Corporate Identification Number, if applicable;
4. The names, titles or positions, telephone numbers and email addresses of the individuals signing the cover letter;
5. A statement indicating the signers are authorized to contractually bind the Proposer;
6. The name, title or position, telephone number and email addresses of the primary contact and/or account administrator, if different from the individual(s) signing the cover letter;
7. A statement to the effect that the proposal is a firm and irrevocable offer good for **six (6) months** from the final filing date for proposal;
8. A statement expressing the Proposer's willingness to perform the services as described in this RFP; and,
9. A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables as described in the RFP.

Minimum Qualifications Certification (Attachment A)

Proposer must complete and return the *Minimum Qualifications Certification*, Attachment A; certifying that the Proposer satisfies all minimum qualifications and requirements. The certification must be signed by the same individual(s) who signed the cover letter

Proposal Questionnaire (Attachment B)

Proposer must complete and return the *Proposal Questionnaire*, Attachment B. The information requested must be provided in the prescribed format; all questions must be included in their entirety in the response before the answers are given, all questions must be answered. Responses that materially deviate from the prescribed format may result in rejection of the proposal.

Fee Schedule (Attachment C)

The purpose of the detailed fee schedule is to allow FCERA to understand both the cost for services and how the Proposer arrived at the fee amounts and its components. Proposers must submit a detailed fee schedule for the contract services in the format prescribed in the *Fee Schedule*, Attachment C, and signed by the individuals authorized to bind the Proposer contractually.

V. TIMELINE AND CONTACT INFORMATION

Submitted proposals must delineate the Proposer’s qualifications and expertise in the format outlined in the RFP. A proposal under this RFP will not be considered complete unless it contains all of the items described herein. Complete proposals due to FCERA by **4:00 p.m. PST on September 15, 2017**. Incomplete or late proposals will be rejected. However, FCERA, in the exercise of its exclusive discretion, may permit the Proposer to correct any error or omission.

RFP Release Date	Date: August 11, 2017
Contact Name:	Doris Rentschler, CFP Assistant Retirement Administrator
Contact Address:	Fresno County Retirement Association Please email to obtain mailing address; we anticipate moving in mid-September drentschler@co.fresno.ca.us
Deadline to submit questions or object to RFP specifications	Date: August 25, 2017 Time: 4:00 PM Pacific Daylight Time
Deadline for FCERA to remit responses to questions	Date: September 1, 2017 Time: 4:00 PM Pacific Daylight Time
Proposal Due Date	Date: September 15, 2017 Time: 4:00 PM Pacific Daylight Time
Evaluation of Proposals	Date: September 19-21, 2017
Board of Trustees Finalist Interviews	Date: October 18, 2017

PROPOSALS RECEIVED AFTER THE FINAL FILING DATE AND TIME WILL BE REJECTED. LATE PROPOSALS WILL NOT BE ACCEPTED FOR ANY REASON.

How to obtain this RFP

This RFP may be downloaded from fcera.org. All addenda and notices related to this procurement will be posted on fcera.org. In the event that this RFP is obtained through any other means, FCERA will not be responsible for completeness, accuracy, or timeliness of the final RFP document.

Communication with FCERA

In an effort to clarify any issues in this RFP, FCERA will respond only to questions that are presented as described in Section VIII B. Telephone questions will not be accepted.

FCERA policy prohibits direct contact between prospective service providers and FCERA Board members, consultants, or staff during this RFP process. This does not include communication with any FCERA’s incumbent service providers for normal business not related to this selection process. From the date of release of this RFP until a Vendor is selected and a contract awarded, all contacts and communications regarding this RFP are restricted to the Q&A process. Exceptions include communications with FCERA staff during negotiations, presentations, and contract award and execution. Violation of these conditions may result in rejection of a Vendor’s proposal.

All Vendors who have submitted a proposal will be notified of the Board’s decision after the final selection has been made. This notice of final selections may be the only communication between the Plan and the

Vendors. Telephone or other inquiries concerning this proposal after the proposal deadline are discouraged

VI. SUBMISSION OF PROPOSALS

A. REQUIRED COPIES AND FORMAT

Submit six (6) printed copies and one (1) electronic in total of each proposal as follows: Cover letter and all other attachments, exhibits and documents.

One (1) copy of the proposal **unbound**, (i.e. no binder covers, comb bindings, etc...) containing original signatures marked **"MASTER COPY"**.

Five (5) remaining copies **must be bound** and organized for ease of review

An electronic copy of the completed proposals in PDF read-only format.

B. PACKING AND MARKING OF PROPOSAL

All six (6) copies of a proposal must be submitted in a sealed package and clearly marked: **"RESPONSE TO REQUEST FOR PROPOSAL –DISABILITY RETIREMENT MEDICAL SERVICES"**.

PROPOSALS RECEIVED AFTER THE FINAL FILING DATE AND TIME WILL BE REJECTED. LATE PROPOSALS WILL NOT BE ACCEPTED FOR ANY REASON.

C. CLARIFICATION OF CONTENTS

Proposers may be requested to clarify contents of their proposal package. Other than information requested by FCERA, no Proposer will be allowed to alter the proposal or add new information after the proposal due date.

D. RIGHT TO REJECT PROPOSALS AND RESERVATION OF RIGHTS

It is the policy of FCERA to solicit proposals with a bona fide intention to award a contract. However, FCERA reserves the right to reject any or all proposals, to waive defects, to alter or modify the requirements of this RFP, and to award no contract.

VII. STANDARDS FOR EVALUATING PROPOSALS

The responses will be evaluated by a team of reviewers comprised of members of the Board of Retirement Disability Committee and FCERA staff (hereafter referred to as the Evaluation Committee). FCERA reserves the right to interview prospective Proposer(s) prior to making its selection. FCERA also reserves the right to rely upon information from sources other than information provided by Proposers. Responses will be evaluated as outlined in this section. The Evaluation Committee will recommend selection to the Board, however, the Board reserves the right to interview any Proposer and retains authority to select the provider. Final award shall be contingent upon selected Proposer(s) accepting the terms and conditions in substantial conformity to the terms listed in Attachment D of this RFP. FCERA reserves the right to accept an offer in full, or in part, or to reject all offers.

A. PROPOSAL EVALUATION

The proposal will be reviewed to determine satisfaction of the minimum qualifications and proposal requirements. FCERA may reject any or all proposals that fail to meet these qualifications and requirements. Proposals meeting minimum qualifications will be evaluated and scored as follows:

The Evaluation Committee will review, evaluate, and score the proposers' responses to the *Proposal Questionnaire* and any other relevant information submitted in the written proposal based on the categories specified in the *Proposal Evaluation Review Sheet*, Exhibit 1.

Each Evaluation Committee member's Proposal Evaluation scores will be combined to determine a total score for each proposal, with a maximum of 100 points. A proposal must receive a minimum score of 60 points on the *Proposal Questionnaire* evaluation to be receive further consideration. Fee scores will only be computed for proposals that obtain a proposal evaluation score of 60 or greater.

Selection of Finalists

Each proposal's *Proposal Questionnaire Response* score will be combined with the *Fee Schedule* score. The proposals will be ranked from highest to lowest scoring, with a maximum of 140 points. The highest scoring proposals, up to three (3) proposals, as determined by FCERA, will be considered finalists.

Please Note: Separate scoring will be conducted for each proposal. If you are bidding on more than one element of this RFP (Comprehensive Disability Retirement Case Management Services, and/or any individual or combined component of Medical Records Collection, Medical Records Review, and Independent Medical Examination Referral Services), separate responses are required.

B. FINALISTS INTERVIEWS

Each finalist is required to appear for an oral interview before the FCERA Board at a date to be determined. All finalists shall make available key professionals. The interview will provide an opportunity for additional consideration of the proposer's organization, staff background and experience, range and quality of services and capabilities, and other specific areas of the proposal where clarification is necessary.

C. AWARD OF CONTRACT

The Board, upon completion of the interviews, may by motion and vote of the majority award the contract, subject to final negotiations and satisfaction of all requirements.

VIII. GENERAL CONDITIONS

A. ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Proposer should immediately notify FCERA of such error in writing and request clarification or modification of the document. This notification must be submitted pursuant to the procedures described in Section VIII, B, titled "Questions Regarding the RFP".

Modifications will be made any addenda issued pursuant to Section VIII, C, titled "Addenda". Such clarifications will be given by written notice to all parties who have expressed an interest in

submitting a proposal in response to this RFP, without divulging the source of the request. If a Proposer fails to notify FCERA of a known error pursuant to this section prior to the final filing date for submission of proposals, or an error that reasonably should have been known, the Proposer will assume the risk of proposing. If awarded the contract, the Proposer will not be entitled to additional compensation or time by reason of the error or its later correction.

B. QUESTIONS REGARDING THE RFP

Proposers requiring clarification of the intent and content of this RFP, or the competitive proposal process, may request clarification only by submitting written questions via email to:

Doris L. Rentschler, Assistant Retirement Administrator

Email: drentschler@co.fresno.ca.us

To ensure a response, questions must be received by 4:00 PM, Friday, August 25, 2017.

Questions received by this date will be answered in writing, without identifying the source of the query. The questions and answers will be posted on FCERA's website on or before September 1, 2017. This will be the only distribution of this document

C. ADDENDA

FCERA may modify any part of the RFP, prior to the date proposals are due, by issuance of an addendum to all recipients of the RFP. Any addenda will be posted to FCERA's website.

D. PROPOSER'S COSTS

All costs for developing proposals, attending interviews and complying with all the requirements of the RFP are entirely the responsibility of the Proposer and shall not be chargeable to FCERA.

E. PROPRIETARY INFORMATION AND PUBLIC RECORDS ACT REQUESTS

Ownership of Proposal:

1. All rights to information developed, disclosed or provided in a proposal and its attendant submissions are the property of FCERA, unless the Proposer makes specific reference to data that is considered proprietary. To the extent that the Proposer claims any copyright, patent, or other intellectual property right in any portion of its RFP, submission of an RFP constitutes the proposer's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive royalty-free license to FCERA for all such portions, and (b) agreement that FCERA may use any such intellectual property without charge for any lawful purpose in connection with other FCERA projects, including without limitation the creation of derivative works and issuance of sublicenses.

Public Records Act:

1. FCERA is a public agency and, as such, subject to laws regarding disclosure. Per the California Public Records Act (CA Gov. Code 6250 *et seq.*), FCERA will make available to the public the submitted proposal and all correspondence and written questions submitted during the RFP process. However, such disclosure may not be made prior to the date on which FCERA publishes a final Board action regarding award of the contract. Except as otherwise required by law, FCERA will not disclose trade secrets or proprietary financial information submitted in response to the RFP. Any such trade secrets or proprietary financial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designation whole pages or sections shall not be permitted and shall be

invalid. The specific information must be clearly identified as such. FCERA reserves the right to determine if any claimed proprietary information shall be withheld from disclosure.

2. Upon request for records regarding a submitted proposal, FCERA will notify the Proposer involved of a specific time for when the records will be made available for inspection. If the Proposer, in a timely manner, identifies any “proprietary, trade secret, or confidential commercial or financial” information which the Proposer determines is not subject to public disclosure, the proposer will be required to fully intervene, justify such exemption, and secure appropriate injunctive orders for exempting such records from disclosure. FCERA reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent require by applicable law, without any restriction.

F. CONFLICTS OF INTEREST

By submitting a proposal, the Proposer represents that it is familiar with Section 1090 and Section 87100 *et seq.* of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections in connection with its proposal. Proposer has completely disclosed all facts bearing upon any possible interests, direct or indirect, which proposer believes any member of FCERA, or other officer, agent or employee of FCERA or any department presently has, or will have, in a potential agreement, or in the performance thereof, or in any portion of the profits there under. Willful failure to make such disclosure, if any, shall constitute grounds for rejection of the proposal or termination of any agreement by FCERA for cause. Proposer agrees that if it enters into a contract with FCERA, it will comply with all applicable conflict of interest codes and policies adopted by FCERA and its reporting — requirements.

PROPOSAL EVALUATION REVIEW SHEET

(Completed by FCERA for each individual proposal)

Name of Proposer: _____

A. Minimum Qualifications Review

- | | | |
|---|---|---|
| 1. Did submission include six (6) printed and a PDF copy per proposal submitted? | Y | N |
| 2. Does cover letter include all required information? | Y | N |
| 3. Is cover letter signed by the individuals authorize to bind the proposer? | Y | N |
| 4. Completed and signed <i>Minimum Qualifications Certification</i> (Attachment A)? | Y | N |
| 5. Does Proposer satisfy all minimum qualifications? | Y | N |
| 6. Completed and signed <i>Proposal Questionnaire</i> (Attachment B), including: | | |
| i. Curriculum Vitae for primary/manager staff assigned to FCERA’s contract | Y | N |
| ii. Redacted sample medical evaluation reports, if applicable | Y | N |
| iii. Required references (3 current, 2 terminated) | Y | N |
| iv. List of current clients | Y | N |
| 7. Completed and signed <i>Fee Schedule</i> (Attachment C) | Y | N |

B. Proposal Evaluation Review

1. Organizational Background
2. Experience and Expertise
3. Client Services and Administration
4. Reporting
5. Implementation
6. References and Client List

Points Earned	Maximum Points
	15
	30
	15
	15
	10
	15
Subtotal	100*

C. Fee Schedule Review

D. Total Points

*Proposal Evaluation Section must receive a minimum of 60 points to receive further consideration

Comments: _____

MINIMUM QUALIFICATIONS CERTIFICATION

(Completed by proposer for each individual proposal)

Name of Proposer: _____

All proposers are required to complete and sign this document, and provide written evidence to substantiate how each qualification is met. If the relevant information is contained in the proposer’s response to *Proposal Questionnaire* (Attachment B), please cite the specific reference applicable to the following certifications.

I certify the following:

1. The proposer is a viable business operation in existence in the United States for at least five years as of December 31, 2016.
2. The personnel assigned to FCERA account must be located within the United States and shall have a minimum of three (3) years of experience advising public employers or retirement systems on disability related issues.
3. The proposer shall have a secure online file transfer portal to upload/download medical records and reports and has experience protecting the privacy and security of health information.
4. If the proposer is bidding for any service except Medical Records Collection, the proposer has experience rendering medical opinions based on a review of medical records, which includes identifying and explaining medical history, analyzing relevant laboratory and diagnostic reports, analyzing medical treatment history and opining on the eligibility for disability benefits.
5. If the proposer is bidding for any service except Medical Records Collection, the proposer must have experience in applying legal standards to medical conditions and forming an opinion on eligibility for benefits under the standard (i.e. Workers’ Compensation, Social Security Disability, California Government Code, or other applicable standards).
6. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer with regard to the amount, terms, or conditions of this proposal. Proposer did not receive unauthorized information from any FCERA staff member, board member or consultant during the proposal period except as provided in the Request for Proposals package or formal addenda.
7. Proposer certifies that neither proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
8. Proposer hereby certifies that information, contained in the proposal and all included documents, is true and correct.

Signature _____ Date _____

Printed Name and Title _____

Signature _____ Date _____

Printed Name and Title _____

PROPOSAL QUESTIONNAIRE

Answer each question contained in this Questionnaire. Each question of the RFP shall be repeated in its entirety by the proposer before the answers. Proposer must respond to each question contained in the questionnaire. **If a question does not apply to proposer, please write “not applicable” and state the reason why the question does not apply.**

History/Ownership/Affiliations/Experience

1. Provide your company's name, address, and the primary RFP contact's name, title, professional accreditations, telephone number, fax number and e-mail address.
2. Describe the ownership type for your firm. If the firm is owned by a parent company, break out the medical evaluation series as a percent of the total business revenue. Are any ownership changes anticipated at this time? Within the past three years, have there been significant developments in your organization (changes in ownership, personnel reorganization, etc.)? If so, please describe.
3. If your firm has more than one office location, which office(s) will be servicing this account? List the specific location(s) as part of your response and indicate the hours of availability for each location. Indicate any current or future plans to relocate the listed office(s) or personnel.
4. How many disability medical evaluation service clients does your firm have? How many are Public Employee Retirement Systems? Do you have clients operating under the State of California County Employees Retirement Law of 1937? (also referred to as: '37 Act, CERL, or California Government Code)
5. How many accounts have been gained or lost in each of the last five years? What was the reason(s) for each account loss?
6. Please describe the professional and/or general liability insurance, cyber insurance, and/or E&O insurance carried by your firm. Include the type of insurance, acts or liabilities covered, limits per occurrence, and total policy limits. If awarded a contract, you will be required to provide proof of coverage as described in your response to this questionnaire.

Litigation or Administrative Proceedings

1. Please state whether or not there is any pending litigation involving the firm/individual or any employee of the firm/individual arising from services provided by the firm/individual. If the answer is yes, please describe the nature and status of the litigation.
2. Are there any pending criminal or administrative actions (including disciplinary matters) involving the firm/individual or any employee of the firm/individual that arise from services provided by the employee or firm/individual? If yes, please describe the nature of such actions and the status.
3. For the types of actions described in questions 1 and 2, please state whether any such actions were brought since January 2012. If yes, please explain.
4. Please indicate whether your firm/individual, or any individuals who are principals, partners, or employees of your firm/individual, have been suspended or terminated by a public entity for obtaining or performing a contract, and identify such individual by name and title.
5. Within the last five years, has your firm/individual been involved in any litigation involving unauthorized releases of client confidential information? If so, please explain.
6. How many other relationships will our assigned team engage with simultaneously?

Services Provided

1. Describe your firm/individual's policies regarding customer service. How do you monitor quality of customer services provided by your staff as they relate to disability medical evaluation services?
2. Explain in detail, systems and methods you use to keep clients aware of applicant performance in completing their disability medical evaluations?
3. Provide a sample of a typical bill you would use for clients requesting the types of services contained within the "Statement of Requirements."

Physician Resources

1. Describe the locations of your examining physicians. Provide the medical specialties you have available in each geographic area.
2. What steps do you take to insure that examining physicians provide objective reports?
3. Describe the criteria you use when recruiting, evaluating and selecting examining physicians for work through your firm/individual. How do you monitor the examining physicians you engage for the quality of their medical evaluation services? How do you assure they remain licensed and in good standing? How do you assure that each physician maintains professional liability insurance? In the last five years, how many examining physicians have you ceased to use because they did not provide satisfactory services?
4. An applicant or their treating physician may disagree with the findings and/or diagnosis of an examining physician. Are your examining physicians available to provide responses and/or expert testimony to explain their medical findings? Describe your firm/individual's experience providing such services.

Reporting

1. Set forth the number of days to which you will commit yourself between (1) the date by which you have gathered completed records and (2) the date of the examination.
2. Set forth the maximum number of days to which you will commit yourself between (1) the date of the examination and (2) the date a complete report is issued by the examining physician.
3. Submit two redacted disability medical evaluation reports, as examples of the types of disability medical evaluation reports you would provide to FCERA. (Provide exemplars in each of the following specialties: one Psychiatric, and one of the following: Orthopedic, Internal Medicine, or Neurological.)
4. Do you use centralized resources for producing the disability medical evaluation reports? What types of quality controls do you use to assure your reports meet the requirements of your clients?
5. Submit a redacted example of "Supplemental Report" or equivalent reports you produced for other clients with similar needs. Please describe your firm/individual's level of experience in providing supplemental medical information for disability medical evaluations and/or disability hearing processes.
6. Provide one redacted example of a "Summary of Medical Records" opinion report from Medical Record Review as described in the "Statement of Requirements." If you do not regularly produce such a document for your clients, please provide a sample of what type of document you would provide to fulfill this type of requirement.
7. What method(s) does your firm/individual use to assure the protection of confidential, client-provided, medical information? Please describe.

References

1. List your three largest public sector pension fund clients, where your firm provides disability medical services, who may be contacted as references. For each reference listed include: length of time as your client, client name, address, name, title and telephone number of contact person.
2. List two clients that have terminated services within the last two years and the reasons for the terminations. For each client listed include the length of time as your client, client name, address, name, title, and telephone number of contact person.
3. Are any of your clients public pension funds in California governed by the County Employees Retirement Law of 1937 (aka '37 Act)?

FEE SCHEDULE

(Completed by proposer for each individual proposal)

Name of Proposer: _____

Proposers are required to submit their fees. Fees, as submitted, must include all costs associated with the consulting services, including reporting, communications, travel, etc. If awarded a contract as a result of this RFP, the successful proposer's fees as proposed shall be **guaranteed** for the term of the contract. It is essential that all responding Bidders include and clearly detail all costs, payment schedules, categorization of line items, and/or other related costs associated with your proposal. All proposals must have a narrative providing a thorough and clear explanation of your costs.

List per transaction costs, maintenance and reoccurring fees. Provide detailed fee schedules for IME, records review, expert witness testimony, etc...

DISABILITY RETIREMENT MEDICAL SERVICES CONTRACT (SAMPLE)

This AGREEMENT FOR DISABILITY MEDICAL EVALUATION SERVICES (this "Agreement") is made effective as of the ___ day of _____, _____ by and between Fresno County Employees' Retirement Association ("FCERA"), through its governing Board of Retirement ("Board"), and _____ ("Contractor"). This Agreement shall terminate on _____, 201__.

RECITALS

WHEREAS, FCERA requires the services of a qualified individual to provide disability medical evaluation services as described in **Exhibit A** of this Agreement (the "Services"); and

WHEREAS, Contractor is duly qualified and desires to provide the Services; and

WHEREAS, such contracts are authorized and provided for by the provisions of California Government Code Section 31732;

NOW, THEREFORE, in consideration of the above stated recitals, FCERA and Contractor agree as follows:

1. This Agreement commences on _____, 201_ and extends through _____, 201_. Upon the mutual written agreement of the parties, the Agreement may be renewed for additional period(s).
2. Contractor shall, through its employed and contracted medical professionals, furnish the Services.
3. In providing the Services, Contractor shall:
 - a) Perform its duties to the best of its ability and in accordance with the highest professional and ethical standards of its profession.
 - b) Ensure that all services provided under this Agreement comply with the FCERA Disability Retirement Procedures, the California County Employees' Retirement Law of 1937 (Government Code § 31450 *et seq.*), Fresno County policies and procedures, and all laws, rules, and regulations of all governmental authorities having jurisdiction over services rendered by Contractor under this Agreement. Contractor shall indemnify and hold FCERA harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.
4. Project Responsibility:
 - a) Upon request by FCERA, Contractor will replace any of its personnel assigned to perform services under this Agreement, who are, in FCERA's opinion, unable to effectively carry out the responsibilities of this Agreement
5. Independent Contractor. Contractor shall at all times be acting in the capacity of an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of servant, employee, partnership, joint venture, or association as between FCERA and Contractor. Contractor shall not have any claim under this Agreement or otherwise against FCERA for retirement benefits, Social Security, disability, Worker's Compensation or unemployment insurance benefits, civil service protection, or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to federal and state income taxes, and in connection therewith Contractor shall indemnify and hold FCERA harmless

ATTACHMENT D

from any and all liability which FCERA may incur because of Contractor's failure to pay such taxes. For all purposes, including but not limited to Workers' Compensation liability, Contractor understands and agrees that all persons furnishing services pursuant to this Agreement are deemed employees or agents solely of Contractor and not of FCERA

6. No Assignment or Transfer. Nothing contained herein shall be construed to permit assignment or transfer by Contractor of any rights, obligations or liabilities created by this Agreement and such assignment or transfer is prohibited and void, unless expressly approved in writing in advance by the Board.

7. Contractor's Ability To Work. Nothing contained in this Agreement shall be construed as limiting the right of Contractor to engage in its profession separate and apart from this Agreement so long as such activities do not interfere with the performance by Contractor of its obligations to provide the Services set forth in this Agreement.

8. Use of FCERA Premises. Contractor shall not use FCERA premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of the Services set forth in this Agreement.

9. Agents. The agents of Contractor who will be responsible for performing under this Agreement are individuals experienced in the performance of the various functions contemplated by this Agreement or otherwise necessary for its performance.

10. Absence of Conflict of Interest. Contractor does not and shall not knowingly employ in any capacity any FCERA employee or fiduciary who either could influence the award of this Agreement or any competing agreement, or who does or will have any direct or indirect financial interest in this Agreement ("Interested Person") or any spouse or economic dependent of any Interested Person.

11. Record Review and Audit. Contractor agrees that FCERA, or its duly authorized representative, or the Federal/State government or its duly authorized representative, shall have access to and the right to examine, audit, excerpt, copy or transcribe any FCERA records, books or documents in the possession of Contractor and its Agents at any time during the term of this Agreement, or at any time for up to five (5) years after the expiration or earlier termination of this Agreement. Such records shall be complete and available for audit ninety (90) days after final payment hereunder.

12. Confidentiality. Confidential information means all information disclosed to a party which relates either to the other party's past, present and future activities or to individual members (i.e. address, social security number, telephone number, medical information, etc.). Each party shall hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, and upon the request of a party, the other party shall return to the requesting party all written or descriptive matter, which contains any such confidential information.

13. Fees. Terms and conditions for payment are attached in **Exhibit B**. The fees set forth in **Exhibit B** shall be the sole compensation owed by FCERA to Contractor for the Services rendered pursuant to this Agreement.

Termination, Alteration, Renewal

14. This Agreement shall commence on _____, 201__ and shall continue until _____, 201_, unless earlier terminated as provided herein. This Agreement may be terminated (i) by FCERA without cause upon written notice no less than thirty (30) days prior to the effective date of such termination; (ii) by Contractor

ATTACHMENT D

without cause upon written notice no less than ninety (90) days prior to the effective date of such termination; (iii) immediately upon written notice by the non-breaching party, in the event of the breach by the other party of any provision of this Agreement and the failure of such party to cure such breach to the reasonable satisfaction of the non-breaching party within thirty (30) days of the receipt of a notice from the non-breaching party that specifies the nature of the breach; (iv) at any time by mutual written agreement of the parties; or (v) as provided under the terms set forth in ¶ 4(a).

15. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and approved by the Board and/or the Board's designated representative and signed by the parties hereto; provided, however, that approval by the Board shall be presumed in the event that such a variation or alteration of the Agreement is executed by FCERA.

16. By mutual agreement, this Agreement may be renewed for additional periods. The new agreement shall be submitted to FCERA not less than ninety (90) days prior to the date of expiration. Should Contractor submit the proposed renewal less than the required ninety (90) days, which causes delay in final approval of the agreement, Contractor shall not be entitled to retroactive payment for services rendered after the date of expiration.

17. The Services rendered under this Agreement are critical to the mandated responsibilities of the Board. Therefore, should the Contractor fail or refuse to provide the Services as specified, the Contractor shall reimburse FCERA for all reasonable expenses incurred by FCERA in obtaining comparable replacement services.

Insurance

18. Insurance and Bonding. For so long as any provisions of this Agreement remain in effect, Contractor shall provide and maintain at its own expense the insurance policies described herein to cover its operations and the Services which it performs pursuant to this Agreement. Such insurance shall be primary to and not contributing with any other insurance maintained by FCERA or the County of Fresno for claims arising from the provision of Services to FCERA pursuant to this Agreement.

19. Contractor shall provide and maintain the following types of insurance policies:

- a) General Liability. Contractor shall provide and maintain a Commercial General Liability insurance policy with an annual aggregate of at least two million dollars (\$2,000,000.00), which names FCERA as an additional insured for its liability arising from Contractor's provision of services pursuant to this Agreement. This policy shall cover liability for personal injuries and property damage arising out of business operations and services that Contractor provides pursuant to this Agreement. If such insurance is offered on a Claims Made Form, such insurance shall be endorsed providing an extended reporting period of not less than five (5) years following termination or expiration of this Agreement.
- b) Workers' Compensation. Contractor shall provide and maintain throughout the term of this Agreement a program of Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per accident covering all of Contractor's employees.
- c) Professional Liability Insurance (Medical Malpractice). Contractor shall maintain professional liability insurance during the term of this Agreement. Contractor shall maintain terminated physicians on its current policy or any renewal policy with an endorsement which states terminated individuals will be covered for services rendered while employed/contracted with Contractor.

d) Automobile Liability. Contractor shall provide and maintain an Automobile Liability insurance policy, which names FCERA as an additional insured for its liability arising from Contractor's provision of services pursuant to this Agreement.

Contractor shall provide evidence of continuous coverage of the types and amounts of insurance provided for in this section, in the form of a certificate of insurance containing these elements upon request by FCERA.

20. Indemnification. Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of the acts and omissions of such party in the performance of the scope of work under this Agreement except those arising by reason of the sole negligence of the other party, its officers, employees or agents.

21. Prevailing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the United States of America.

22. Severability. If any provision of this Agreement is held by any court to be invalid, void or unenforceable, in whole or in part, the other provisions shall remain unaffected and shall continue in full force and effect.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

24. Binding on Successors. This Agreement shall inure to the benefits of and be binding on the parties hereto and on each of their respective successors and permitted assigns.

25. Notices. Any notices or other communications required or permitted by this Agreement, except those relating to Board meetings or similar events, shall be in writing and shall be deemed duly given when personally delivered to the party, or in lieu of such personal delivery, three (3) business days after being sent by registered or certified mail, first class postage prepaid, return receipt requested, or one (1) business day after being sent by a reputable overnight carrier addressed to the respective parties as follows:

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