



REQUEST FOR PROPOSAL

**ALAMEDA COUNTY EMPLOYEES'
RETIREMENT ASSOCIATION**

475 14TH Street, Suite 1000
Oakland, CA 94612
510-628-3000
www.acera.org

**Medical Advisor to ACERA's
Board of Retirement &
Disability Claims Management Services**

August 2, 2016

ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

Medical Advisor Services & Disability Claims Management Services

REQUEST FOR PROPOSAL

I. INTRODUCTION

The Alameda County Employees' Retirement Association (ACERA) is a public, defined benefit pension plan, located in Oakland, California, established and governed under applicable state and federal law, and the provisions of the County Employees' Retirement Law of 1937 (the '37 Act, California Government Code, §§ 31450-31898¹), 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). The market value of ACERA's total assets, as of December 31, 2015, is \$6.6 billion.

ACERA is seeking proposals from qualified medical professionals to serve as Medical Advisor to ACERA's Board of Retirement (Board) in evaluating disability retirement applications. In addition, ACERA is exploring the option of outsourcing a portion of its Disability Claims Management process. With this Request for Proposal (RFP), a proposer has three submitting options:

- 1) Submit a proposal for Medical Advisor Services only;
- 2) Submit a proposal for Medical Advisor Services and Disability Claims Management Services combined;
- 3) Or submit two proposals, both to be evaluated by ACERA separately, one for Medical Advisor Services only and the other for Medical Advisor Services and Disability Claims Management Services combined.

Any proposal for Disability Claims Management Services alone will not be accepted.

Upon the review of proposals, costs and capabilities will be considered. At that time ACERA will determine the appropriate range of service.

Disability Claims Management

Alameda County offers a disability retirement to qualifying members. Upon receipt of an application for disability retirement, the Board, through its staff and consultants, must determine whether an applicant is permanently incapacitated from performing the usual and customary duties of her position, whether the applicant's condition is the result of injury or disease arising out of, or in the course of, the member's employment, and such employment contributed substantially to such incapacity. Additionally, ACERA may also

¹ ACERA administers disability retirement benefits to eligible members pursuant to CERL (e.g., See Article 10, and 15 of CERL.)

be required to ascertain the effective date of any benefit payable (e.g., Gov. Code §31724).

Currently, the review of disability applications and the claims process is managed internally. ACERA is responsible for counseling members through the application process, analyzing eligibility, substantive review of medical records and reports to determine compliance with the requirements of the [Disability Retirement Procedures](#) (DRP), communication with the applicant and her legal counsel, interaction with ACERA's Participating Employers who are involved in the application process, preparing medical records for review, and initiating a monthly benefit once a disability retirement has been approved by the Board. Consideration is being made to outsource portions of the Disability Claims Management process (see page 3).

Medical Advisor Role

The Board currently retains a Medical Advisor to review medical records, obtain additional medical evaluation and/or diagnosis (when necessary), or refer to a medical expert in a particular medical specialty in an effort to review/evaluate the medical condition of a disability applicant. Ultimately the Medical Advisor is responsible for providing a recommendation to the Board as to whether to grant or deny the requested disability retirement, as well as opine on when the member was able to ascertain the permanency of her condition.

The Medical Advisor is also called upon to serve as a medical expert at evidentiary hearings held in connection with disability applications which are held at and administered by ACERA. The Medical Advisor is regularly called upon to advise the Board at ACERA Board Meetings in order to assist the Board in reaching its decision regarding whether to grant or deny a disability application.

In addition to evaluating the initial completed application, the Medical Advisor's opinion is sought to determine whether an ACERA retiree's medical condition continues to prevent her from re-entering the workforce.

II. CURRENT MEDICAL ADVISOR

Currently, the Board retains a Medical Advisor to conduct the services described above. The number of disability applications submitted by members ranged from 37 to 45 over the past five years. 41 applications were filed in the 2015 calendar year.

III. SERVICES TO BE PROVIDED

A proposal may be submitted for Medical Advisor alone or both of the following services combined:

Disability Claims Management

The services that ACERA is seeking for its Disability Claims Management process include, but are not limited to, the following:

1. Communicate (oral and written) with applicants, members, medical service providers, employers, legal counsel for the parties, third party administrators of workers' compensation programs, medical experts, and ACERA staff.
2. Prepare documentation; maintain records of all transactions and communication related to processing of disability retirement applications.
3. Prepare the disability packet prior to application being deemed complete.
 - a) Index and paginate packet, including Disability Application and claim documents (medical and other records submitted to ACERA with the application)
 - b) Review claim documents and perform outreach to confirm, or clarify, information provided by applicant and employer
 - c) Obtain additional evidence or supporting information, including, but not limited to: documentation needed to determine eligibility, medical condition, status of injury, employment records, workers' compensation records, and disability status
4. Facilitate review period after application is deemed complete.
 - a) Distribute disability packet to applicant and employer for comment and final review
 - b) Receive and add commentary or additional information to finalize packet
5. Facilitate referral to evidentiary hearing phase.

Medical Advisor

The services to be provided by the Medical Advisor include, but are not limited to, the following:

1. Review of completed applications and associated disability packets submitted by ACERA members applying for disability retirement, including any documentation or independent medical examiner (IME) reports, submitted to it by ACERA; and make recommendations on referring completed applications to independent medical professionals with expertise and/or specialties on an as-needed basis.
 - a) Disability Packet may consist of:
 - Application for Disability Retirement;
 - Medical provider's statement;
 - Treating physician's narrative;
 - Delayed Disability Application Affidavit form;
 - Analysis of Employee's Essential Job Function Analysis (EFJA);
 - Prior and/or subsequent employment records;
 - Reasonable accommodation documents;

- Medical reports and records related to the injury/illness listed on the disability application claim;
 - Workers' compensation documents;
 - Comment papers submitted by the applicant and/or employer; and/or
 - Written responses, under penalty of perjury, to written inquiries concerning any matter that is either relevant to the case or is reasonably calculated to lead to the discovery of evidence that is relevant to the case.
2. Preparation and submission of a comprehensive narrative report to the Board which shall contain the following:
 - a) History of present illness/injury, including current objective conditions;
 - b) Service provider's own findings and a clear statement of conclusions and facts, reports, rationale, basis, and reasoning which support the conclusions;
 - c) Discussion of relevant laboratory and diagnostic findings;
 - d) History of treatment including current and proposed therapy; and
 - e) An opinion regarding whether the member is physically or mentally incapacitated from substantially performing the usual duties of her job, whether she is permanently or continuously disabled, and when she ascertained permanence. In rendering this opinion, the service provider shall be informed by relevant legal precedents as directed by ACERA.
 3. Medical examinations and/or review of medical records of disability recipient to determine whether she continues to be physically or mentally permanently incapacitated from substantially performing the usual duties of her job, as informed by the Board and/or ACERA.
 4. Submission of a report to the Board containing a medical opinion as to whether the disability recipient continues to be physically or mentally incapacitated for the position held by her when retired for disability.
 5. Serve as "Medical Advisor" to the Board, which services shall include providing advice to the Board at Board Meetings and provision of expert testimony at Disability Hearings.

IV. MINIMUM QUALIFICATIONS

The proposer must meet the minimum qualifications to be given further consideration. The 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.

V. PROPOSAL REQUIREMENTS

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. A proposal that is not submitted in complete form to ACERA by **4:00 p.m. PDT on September 2, 2016** will be rejected. However, during the preliminary review stage only, ACERA, in the exercise of its exclusive discretion, may permit the proposer to correct any error or omission.

Cover Letter

A cover letter, which will be considered an integral part of the proposal, must be signed by the persons that are authorized to bind the proposer contractually. This cover letter must indicate the signers are so authorized and must indicate the title or position the signers hold in the proposing firm. 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 Employer 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 bind the proposer contractually.
6. The name, title or position, telephone number and email address of the primary contact and/or account administrator, if different from an individual signing the cover letter.
7. A statement to the effect that the proposal is a firm and irrevocable offer good for one year from the final filing date for proposals.
8. A statement expressing the proposer's willingness to perform the services as described in this RFP.
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 this 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 individuals 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 repeated in their entirety before the answers are given. Responses that deviate materially from the prescribed format may result in the rejection of the proposal.

Fee Proposal (Attachment C)

The purpose of the detailed fee proposal is to allow ACERA to understand both the cost for services and how the proposer arrived at the fee amount and its components. Proposers must submit their detailed fee for the contract services in the format prescribed in the *Fee Proposal, Attachment C*, which must be signed by the individuals authorized to bind the proposer contractually. If the proposer is responding to multiple parts of the RFP, please provide a detailed fee breakdown by section.

VI. SUBMISSION OF PROPOSALS

A. Required Copies and Format

Submit six (6) copies in total of each proposal as follows:

A 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 and marked as “**Master Copy**”.

Five (5) remaining copies must be **bound** and organized in a manner to facilitate ease of review by evaluators.

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

B. Packaging and Marking Proposal

All six (6) copies of a proposal must be submitted in a sealed package and clearly marked with “**RESPONSE TO REQUEST FOR PROPOSAL—MEDICAL ADVISOR & DISABILITY CLAIMS MANAGEMENT SERVICES**”.

C. Final Filing Date and Time

The proposal package must be received no later than **4:00 p.m. PDT on September 2, 2016** by ACERA at the following address:

Kathy Foster, Assistant Chief Executive Officer
Alameda County Employees' Retirement Association
475 14th Street, Suite 1000
Oakland, CA 94612

Email the PDF copy to: kfoster@acera.org and llewis@acera.org

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

D. Clarification of Contents

Proposers may be requested to clarify contents of their proposal package. Other than information requested by ACERA, no proposer will be allowed to alter the proposal or add new information after the final filing date.

E. Right to Reject Proposals and Reservation of Rights

It is the policy of ACERA to solicit proposals with a bona fide intention to award a contract. However, ACERA 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

A. Preliminary Review

Each proposal package will be dated and time-stamped when received. **PROPOSALS RECEIVED AFTER THE FINAL FILING DATE AND TIME WILL BE REJECTED.**

The proposal will be reviewed to determine satisfaction of the minimum qualifications and proposal requirements described in Sections IV, V and VI (see *Pre-Evaluation Review Sheet, Exhibit 1*). ACERA may reject any or all proposals that fail to meet these qualifications and requirements.

ACERA may, in its exclusive discretion, permit any proposer to correct an error or omission in a proposal. Alternatively, ACERA may waive such deviation or defect.

B. Proposal Evaluation

Proposals that pass the preliminary review will be evaluated and scored as follows:

1. Proposal Questionnaire Evaluation

The responses to the *Proposal Questionnaire* and related information will be evaluated by a team of reviewers. This 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 2*.

The Evaluation Committee members' 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 given further consideration.

2. Fee Proposal Evaluation
Points for fees will be computed for all proposals that obtain a minimum score of 60 points in the *Proposal Questionnaire Response* evaluation.
3. Selection of Finalists
Each proposal's *Proposal Questionnaire Response* score will be combined with the *Fee Proposal* score. The proposals will be ranked from highest scoring to lowest scoring, with a maximum of 140 points. The top three highest scoring proposals, as determined by ACERA, will be considered finalists.

Please Note: Separate scoring will be conducted for proposals for Medical Advisor Services alone and proposals for Disability Claims Management and Medical Advisor Services combined. At that time, ACERA will determine which service arrangement to proceed with.

C. Finalists Interviews and Selection

Each of the three finalists eligible for further consideration will be required to appear for an oral interview before the Evaluation Committee on October 5, 2016. All finalists shall make available key professionals, including the medical doctor(s) that will be serving as the Medical Advisor(s) to the Board. 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.

D. Award of Contract

The committee, upon completion of the interviews, will make a recommendation to the Board regarding which finalist should be selected by the Board to provide the proposed services. The Board by motion and vote of the majority will 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 ACERA 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 by 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 ACERA of a known error 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 mail or e-mail to:

Kathy Foster, Assistant Chief Executive Officer
ACERA
475 14th Street, Suite 1000
Oakland, CA 94612
E-mail: kfoster@acera.org
E-mail: llewis@acera.org

To ensure a response, questions must be received by Tuesday August 16, 2016. Questions received by this date will be answered in writing without identifying the source of the query and distributed on or before August 23, 2016 to all parties who have expressed an interest in submitting a proposal in response to this RFP.

C. Addenda

ACERA 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 ACERA's website.

D. Proposer's Costs

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

E. Proprietary Information and Public Records Act Requests

Ownership of Proposal:

i. All rights to information developed, disclosed, or provided in a proposal and its attendant submissions are the property of ACERA, unless the proposer makes specific reference to data that is considered proprietary. To the extent that a 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 ACERA for all such portions, and (b) agreement that ACERA may use any such intellectual property without charge for any lawful purpose in connection with other ACERA projects, including without limitation the creation of derivative works and issuance of sublicenses.

Public Records Act:

i. ACERA is a public agency and, as such, subject to laws regarding disclosure. Per the California Public Records Act (CA Gov. Code 6250 *et seq.*), ACERA 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 ACERA publishes a final Board agenda report recommending award of the contract. Except as otherwise required by law, ACERA 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 designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

ii. Upon a request for records regarding a submitted proposal, ACERA 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 fully to intervene, justify such exemption, and secure appropriate injunctive orders for exempting such records from disclosure. ACERA reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction.

G. Exceptions to ACERA’s Medical Advisor Services to the Board of Retirement Contract.

Submission of a proposal for Medical Advisor Services only will confirm that the proposer fully understands the provisions of the *Sample Agreement for Medical Advisor Services* included in this RFP as Attachment D.

To the extent that the proposer takes exception to any part of the *Sample Agreement*, all such objections shall be stated in the proposal, specifically identifying the objectionable section(s), including any proposed amendments.

Note: If ACERA decides to expand services to include Disability Claims Management, this contract will be altered to include such services.

H. 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 represents that its proposal has completely disclosed to ACERA all facts bearing upon any possible interests, direct or indirect, which proposer believes any member of ACERA, or other officer, agent or employee of ACERA 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 ACERA for cause. Proposer agrees that if it enters into a contract with ACERA, it will comply with all applicable conflict of interest codes and policies adopted by ACERA and its reporting requirements.

EXHIBIT 1



**MEDICAL ADVISOR SERVICES &
DISABILITY CLAIMS MANAGEMENT SERVICES**

PRE-EVALUATION REVIEW SHEET

(Completed by ACERA for each individual proposal)

Name of Proposer: _____

A. Minimum Qualifications

- | | | |
|--|---|---|
| 1. Completed and signed <i>Minimum Qualifications Certification</i> (<u>Attachment A</u>)? | Y | N |
| 2. Proposer satisfies all minimum qualifications? | Y | N |

B. Proposal Requirements

The proposal package includes the following:

- | | | |
|--|---|---|
| 1. Provided six (6) copies in total and PDF copy per proposal submitted? | Y | N |
| 2. Cover letter signed by the individuals authorized to bind the proposer? | Y | N |
| 3. Cover letter contains all the required information? | Y | N |

If not, explain: _____

- | | | |
|---|---|---|
| 4. Completed <i>Proposal Questionnaire</i> (<u>Attachment B</u>), including: | | |
| a. Sample report? | Y | N |
| b. Curriculum Vitae? | Y | N |
| c. Required references (3 current clients and 2 terminated)? | Y | N |
| d. List of current clients? | Y | N |
| 5. Completed <i>Fee Proposal</i> (<u>Attachment C</u>) signed by an individual authorized to bind the proposer contractually? | Y | N |

Proposer meets all minimum qualifications and proposal requirements? Y N

Reviewer's Signature

Date

EXHIBIT 2



MEDICAL ADVISOR SERVICES ONLY

PROPOSAL EVALUATION REVIEW SHEET

(Completed by ACERA for each individual proposal)

Name of Proposer: _____

		Earned Points	Maximum Points
A. <u>Proposal Questionnaire Response</u>			
1. Organizational Background			15
2. Experience and Expertise			30
3. Client Services and Administration			10
4. Reporting			20
5. Implementation			10
6. References and Client List			15
	Subtotal:		100*
			40
B. <u>Fee Proposal</u>			
C. <u>Total Points</u>			140

*Must receive a minimum score of 60 to be given further consideration.



**MEDICAL ADVISOR SERVICES &
DISABILITY CLAIMS MANAGEMENT SERVICES**

PROPOSAL EVALUATION REVIEW SHEET

(Completed by ACERA for each individual proposal)

Name of Proposer: _____

		Earned Points		Maximum Points
		Medical Advisor Services	Disability Claims Management Services	
A. <u>Proposal Questionnaire Response</u>	1. Organizational Background			15
	2. Experience and Expertise			30
	3. Client Services and Administration			10
	4. Reporting			20
	5. Implementation			10
	6. References and Client List			15
		Subtotal:		
B. <u>Fee Proposal</u>				40
C. <u>Total Points</u>				140

*Must receive a minimum score of 60 to be given further consideration.

ATTACHMENT A

**MEDICAL ADVISOR SERVICES ONLY****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 the *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 one year as of December 31, 2015.
2. The proposer has experience working with public sector clients.
3. The proposer has experience in meeting strict timelines and deadlines.
4. The proposer has experience protecting the privacy and security of health information.
5. The proposer is licensed to practice medicine in the State of California.
6. The proposer has experience rendering medical opinions based on review of medical records.
7. The proposer has experience conducting medical examinations.
8. The proposer has experience preparing narrative reports for clients which include identifying and explaining medical history, analyzing relevant laboratory and diagnostic reports, analyzing medical treatment history and opining on the eligibility for disability benefits.
9. 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, etc.).
10. The proposer has experience presenting recommendations, conclusions, and opinions orally.

(Signature Page to Follow)

Authorized Signature 1

Title

Printed Name

Date

Authorized Signature 2

Title

Printed Name

Date



**MEDICAL ADVISOR SERVICES &
DISABILITY CLAIMS MANAGEMENT SERVICES**

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 the *Proposal Questionnaire (Attachment B)*, please cite the specific reference applicable to the following certifications.

I certify the following:

11. The proposer is a viable business operation in existence in the United States for at least one year as of December 31, 2015.
12. The proposer has experience working with public sector clients.
13. The proposer has experience in meeting strict timelines and deadlines.
14. The proposer has experience protecting the privacy and security of health information.
15. The proposer is licensed to practice medicine in the State of California.
16. The proposer has experience rendering medical opinions based on review of medical records.
17. The proposer has experience conducting medical examinations.
18. The proposer has experience preparing narrative reports for clients which include identifying and explaining medical history, analyzing relevant laboratory and diagnostic reports, analyzing medical treatment history and opining on the eligibility for disability benefits.
19. 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, etc.).
20. The proposer has experience presenting recommendations, conclusions, and opinions orally.

(Signature Page to Follow)

Authorized Signature 1

Title

Printed Name

Date

Authorized Signature 2

Title

Printed Name

Date

ATTACHMENT B



**MEDICAL ADVISOR SERVICES &
DISABILITY CLAIMS MANAGEMENT SERVICES**

PROPOSAL QUESTIONNAIRE

(Completed by proposer for each individual proposal)

Name of Proposer: _____

Address: _____

RFP Contact: _____

Contact Title: _____

Phone: _____ **Email:** _____

Authorized Signature 1

Title

Printed Name

Date

Authorized Signature 2

Title

Printed Name

Date

A. Proposal Questionnaire Response

1. Please provide a brief history on your organization (name, year founded, ownership, organizational structure, lines of business, whether yours is a “for profit” or “not for profit” enterprise, business license and date first issued, etc.).
2. Please list the headquarters and regional office locations, if any, of your organization (if different than above) and identify the number and type of staff at each location.
3. How many years has your organization been providing disability claims processing services, medical services, and/or determinations or evaluations of eligibility for disability benefits?
4. Within the past three years, have there been any significant developments in your organization (changes in ownership, personnel reorganization, etc.)? If so, please describe.
5. Do you anticipate any significant changes in your firm in the near-term? If so, please explain.

B. Experience and Expertise

Please describe your experience in the following areas:

1. In the past five years, how many public, corporate, and non-profit clients have you provided medical services to?
2. What minimum qualifications and experience do you require of your medical professionals that perform determinations or evaluations of disability benefits?
3. Please provide the following information for each staff member that would be assigned to ACERA’s contract:
 - Name and Title
 - Curriculum Vitae
 - Years of medical experience, medical specialty, tenure with your firm

C. Client Services and Administration

1. What is your policy and procedures for compliance with HIPAA privacy rules?

D. Reporting

1. Please provide a redacted sample medical evaluation report for determination concerning eligibility for disability benefits.

E. Implementation

1. Please describe your performance standards and guarantees, if any, you would offer ACERA if awarded the contract.
2. Please describe the professional and/or general liability 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.
3. If this proposal is for Disability Claims Management Services and Medical Advisor Services combined, please provide an implementation timeline with the assumption the contract effective date is December 1, 2016.

F. References and Client List

1. List your three largest public sector pension fund clients, where your firm provides medical advisor services and/or disability claims management services to, who may be contacted as references. For each reference listed include: client name, address, name, title and telephone number of contact person, number of members, and length of time as your client.
2. List two clients that have terminated services within the last two years and the reasons for the terminations. For each client listed include client name: address, name, title and telephone number of contact person, number of members, and length of time as your client.
3. List each client that you are currently providing medical evaluation services to, specifying the service provided for each client.

ATTACHMENT C



**MEDICAL ADVISOR SERVICES &
DISABILITY CLAIMS MANAGEMENT SERVICES**

Fee Proposal

(Completed by proposer for each individual proposal)

Name of Proposer: _____

Proposers are required to submit their fees as prescribed below. 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.

Proposed Fees

Monthly administration fee: \$ _____

Fee per new case: \$ _____

Appearance fee (board meetings, disability hearings, etc.): \$ _____

Fee per case for review of disability packet and reporting: \$ _____

Other fees, please describe in detail: \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Authorized Signature 1

Title

Printed Name

Date

Authorized Signature 2

Title

Printed Name

Date



MEDICAL ADVISOR SERVICES ONLY

Fee Proposal

(Completed by proposer for each individual proposal)

Name of Proposer: _____

Proposers are required to submit their fees as prescribed below. 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.

Proposed Fees

Fee per case for review of disability packet and reporting: \$ _____

Appearance fee (board meetings, disability hearings, etc.): \$ _____

Other fees, please describe in detail:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Authorized Signature 1

Title

Printed Name

Date

Authorized Signature 2

Title

Printed Name

Date

ATTACHMENT D

Sample Proposed Contract

MEDICAL ADVISOR TO THE BOARD OF RETIREMENT CONTRACT

This AGREEMENT FOR DISABILITY MEDICAL EVALUATION SERVICES (this "Agreement") is made effective as of the ___day of September 2010 by and between Alameda County Employees' Retirement Association ("ACERA"), through its governing Board of Retirement ("Board"), and _____ ("Contractor"). This Agreement shall terminate on _____, 2011.

RECITALS

WHEREAS, ACERA 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, ACERA and Contractor agree as follows:

1. This Agreement commences on _____, 2011 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 [ACERA Disability Retirement Procedures](#), the California County Employees' Retirement Law of 1937 (Government Code § 31450 *et seq.*), Alameda 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 ACERA 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) The medical professional assigned to this contract is Dr. _____. Contractor shall inform ACERA in writing in the event that Dr. _____ is unavailable to perform the services set forth in **Exhibit A**. Contractor shall inform ACERA in writing of the name of any proposed alternate medical professional within 30 days of Dr. _____' unavailability. Contractor shall provide ACERA with a résumé(s) of the proposed replacement(s) and provide an opportunity to interview the person(s) prior to ACERA approving or disapproving the proposed change. Should the parties be unable to agree on an alternate medical professional to Dr. _____ within 60 days of his unavailability, this Agreement will be terminated.
 - b) Upon request by ACERA, Contractor will replace any of its personnel assigned to perform services under this Agreement, who are, in ACERA'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 ACERA and Contractor. Contractor shall not have any claim under this Agreement or otherwise against ACERA 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 ACERA harmless from any and all liability which ACERA 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 ACERA
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 ACERA Premises. Contractor shall not use ACERA 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 ACERA 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 ACERA, 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 ACERA 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 ACERA to Contractor for the Services rendered pursuant to this Agreement.

Termination, Alteration, Renewal

14. This Agreement shall commence on _____, 2011 and shall continue until _____, 201__, unless earlier terminated as provided herein. This Agreement may be terminated (i) by ACERA without cause upon written notice no less than thirty (30) days prior to the effective date of such termination; (ii) by Contractor 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 ACERA.
16. By mutual agreement, this Agreement may be renewed for additional periods. The new agreement shall be submitted to ACERA 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 ACERA for all reasonable expenses incurred by ACERA 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 ACERA or the County of Alameda for claims arising from the provision of Services to ACERA 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 ACERA 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 ACERA 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 ACERA.

- 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 whomsoever 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:

If to ACERA or the BOARD:

ACERA
475 14th Street, Suite 1000
Oakland, CA 94612

If to the CONTRACTOR:

or to such other or additional address as a party may designate, from time to time, in writing.

- 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, and agreements regarding the subject matter hereof.

The undersigned parties hereby agree to the foregoing terms and provisions:

Alameda County Employees' Retirement Association

CEO

Date: _____

Date: _____

EXHIBIT A

SERVICES TO BE RENDERED

Contractor shall render the following services:

6. Contractor shall review each Disability Packet, including any Comment Papers and any Independent Medical Examiner (“IME”) reports, submitted to it by ACERA. Generally, a Disability Packet will consist of:
 - a) Application for Disability Retirement;
 - b) Medical Provider Statement
 - c) Treating Physician Narrative, if submitted
 - d) Delayed Disability Application Affidavit Form, if applicable
 - e) Description of Employee’s Essential Job Function (“EFJA”)
 - f) Prior and/or Subsequent Employment Records, including but not limited to:
 - i) Agency/Department Statement Form
 - ii) Pre-Employment Examination Report
 - g) Medical reports and records related to the injury/illness(es) listed on the Disability Application claim, including but not limited to:
 - i) Workers compensation or first injury reports state disability reports (Risk Management)
 - ii) Member’s private attending physicians’ reports
 - iii) Pre-employment Examination Report
 - iv) IME Reports
 - v) Other supporting documentation, which may include, but is not limited to, x-ray reports, EEG, and EKGs
 - h) Workers’ Compensation Documents
 - i) Comment Papers submitted by the Applicant and/or Employer
 - j) Written responses, under penalty of perjury, to written inquiries concerning any matter that is either relevant to the case or is reasonably calculated to lead to the discovery of evidence that is relevant to the case.
7. Based upon this review, Contractor shall submit a brief but comprehensive narrative report to the Board which shall contain the following:
 - a) History of present illness/injury including current objective conditions;
 - b) Contractor’s own findings. If the case review requires a specialty examination, Contractor will refer the Member at ACERA’s expense to an appropriate specialist;
 - c) Discussion of relevant laboratory and diagnostic findings;
 - d) History of treatment including current and proposed therapy;
 - e) An opinion as to:
 - i) Whether the Member is physically or mentally incapacitated from substantially performing the usual duties of his job;
 - ii) Whether the incapacity is permanent;
 - iii) Whether the incapacity is service-connected (if applicable);
 - iv) Whether the Member is able to perform other job duties based on restrictions imposed by his condition(s);
 - v) Whether the Member was continuously physically or mentally incapacitated to perform his duties from the date of discontinuance of service to the time his Completed Application was filed;
 - vi) If the Member is found permanently incapacitated, whether annual medical examinations should be required; and

- vii) If the Applicant requested an Earlier Effective Application Filing Date (*Application for Disability Retirement*, p.3, question 5), if possible, identify the approximate date the Member knew or should have known his or her incapacity was permanent and the basis for that assessment.

In rendering this opinion, Contractor shall be guided by relevant legal precedents as directed by ACERA Staff.

8. The narrative report shall be presented to the Chief Executive Officer of ACERA or his designee no more than forty five (45) business days after Contractor's receipt of the Disability Packet. Upon mutual agreement, the timeline may be shortened or extended. If additional supporting documentation is submitted to the Contractor after the Disability Packet has been received, the 45 business day timeline begins anew from the date the additional documentation is submitted. If Contractor determines that there is insufficient documentation to support the disability determination, it may request additional documentation as follows:
- a) additional information from the Applicant via the ACERA Staff;
 - b) a specialty consultation upon approval of ACERA.

The 45 business day timeline begins anew from the date the additional documentation is submitted.

Upon mutual agreement the timeline may be shortened or extended.

9. Contractor shall conduct medical examinations and/or review of medical records of disability recipients pursuant to California Government Code § 31729, as directed by the Board and/or Staff. If the medical examination requires a specialty examination, Contractor shall refer the applicant at ACERA's expense to an appropriate specialist. Following the medical examination, Contractor shall submit a report to the Board containing a medical opinion as to whether the disability beneficiary is still physically or mentally incapacitated for the position held by him when retired for disability. The timelines discussed in paragraph 3 above shall apply to submission of reports under this paragraph.
10. Contractor shall also serve as "Medical Advisor" to the Board, which services shall include:
- a) Attendance at Meetings. Attend all Board meetings at which narrative reports are reviewed, presented, and considered provided that adequate advance written notice (at least two weeks written notice) of such meetings is given to Contractor;
 - b) Expert Testimony. Provide testimony at disability hearings and on appeal in support of final disposition and recommendation provided that adequate written notice (at least two weeks written notice) of such a hearing or appeal is given to Contractor;
 - c) Other Services upon Request. Provide related services as reasonably requested by ACERA including, but not limited to, conducting related research.
11. Reconsideration of Disability Cases Previously Approved/Granted by ACERA. In disability cases previously approved/granted by the ACERA Board, ACERA may later request Contractor to prepare a written report or narrative, refer the matter to an IME, and/or prepare an opinion of an IME report on matters such as the member's continued incapacity for performance of duties, reinstatement, reemployment, etc. Such requests may include those requests made pursuant to Cal. Gov. Code §§ 31725.6, 31725.65, 31730, 31732 and 31737. Additionally, Contractor may be required to provide services pursuant to Cal. Gov. Code Sec. 31729 in cases where ACERA granted members a disability retirement benefit but initially did not require annual medical evaluation at the time the benefit was granted. For all requests for services under this section, Contractor shall provide services in a timeframe consistent with Exhibit A Section 3.

EXHIBIT B

COMPENSATION AND FEES

ACERA shall reimburse Contractor for provision of services as follows:

1. Contractor shall submit monthly invoices to ACERA. Invoices shall be originals and include payee's name, address, taxpayer I.D. number, dates disability application packet received, date narrative report submitted, units of service, penalties if applicable, and total cost.
2. Invoices shall be payable within thirty (30) days of receipt by ACERA.
3. The following cost for services is based upon a minimum of thirty-six (36) disability cases per year:

Description	Compensation
Case review, submission of narrative report, medical examination of recipients:	\$ _____/per case
Expert testimony, including attendance at Board meetings	\$ _____/per hour plus expenses. Expenses shall include reasonable and customary mileage charges, parking fees, and bridge tolls. If a request for attendance/testimony is cancelled with less than one (1) week notice, Contractor will receive payment for his time.
Additional Services (See Exhibit A, Section 5.c.)	\$ _____/per hour plus expenses. Expenses shall include reasonable and customary mileage charges, parking fees, and bridge tolls.
Review of disability cases previously approved/ granted by ACERA. (See Exhibit A, Section 6.)	\$ _____ per disability case/applicant.

4. Penalties For Late Completion. If Contractor does not perform the agreed upon services within the 45 business day timeline as described in **Exhibit A**, the following penalties will be deducted from the payment to be made on the corresponding disability case:

No. of Business Days Late	Penalty
1-7 Days after deadline	\$50.00 deduction in fees
8-25 Days after deadline	\$500.00 deduction in fees

This section shall only be effective as to cases submitted after the execution date.

5. Adjustment to Price. Any change in the Contractual provisions or Services will be submitted in writing and mutually agreed upon by ACERA and Contractor's designated agent.