



City of Wilkes-Barre

Request for Proposal

Third Party Administration Services

Effective February 1, 2018

Purpose of Request

In order to provide the City of Wilkes-Barre with the most effective workers' compensation program, the City will be soliciting bids for third party administrative services to handle the day-to-day management of their self insured workers' compensation and Public Law 477 (Heart & Lung) claims.

The City of Wilkes-Barre is requesting written proposals outlining the following:

- Third Party Administrator Best Practices including, but not limited to:
 - Claims Handling Process
 - Medical Bill Review Process
 - Preferred Provider Networks (please include Luzerne County specific medical providers in your network)
 - Telephonic Nurse Case Management Fee
 - Method of Funding Claims (i.e., daily or escrow)

- Claim adjuster(s) experience assigned to the City of Wilkes-Barre

- Detailed description of the system used to manage claims and its ability to provide applicable statistics
 - City of Wilkes-Barre will only accept proposals from companies offering on-line reporting for the First Report of Injury

- Public Entity Clients and Referral Contacts

- Additional qualities and services your company can bring to help manage the self-insured workers' compensation program

Contract Terms and Fee

The City of Wilkes-Barre is requesting a three-year agreement with one flat annual fee to handle all workers' compensation and Heart and Lung claims. This includes record only, medical and indemnity claims. The contract year will run 2.1.2018 to 12.31.2018, 1.1.2019 to 12.31.2019, 1.1.2020 to 12.31.2020.

The City reserves the right to cancel the agreement at the end of each year.

Please also include if the cost to manage the claim is the 'life of the contract' or until the claim is closed, sometimes referred to as 'cradle to grave'.

If you are not the existing TPA with the City of Wilkes-Barre, please include any costs for converting the data along with a corresponding time frame for the conversion process.

Please include a copy of the contract.

Contact Information

If your company is interested in providing a written proposal, please contact:

James O'Malia
Engle Hambright & Davies Inc. (EHD)
One Meridian Blvd
Suite 4A01
Wyomissing, PA 19610
Phone: 610-374-4893
Email: jmomalia@ehd-ins.com

Your written request to provide a proposal must be received by EHD in writing no later than Friday, December 1, 2017. Any requests after this date will not be considered. EHD will provide your firm with the appropriate information to provide a fee proposal. All correspondence and questions should be directed to EHD.

All proposals, in duplicate, must be received at the above address by the close of business on Friday, December 8, 2017. This includes the Non-Collusion Affidavit and Certificate of Insurance.

The City of Wilkes-Barre will not respond to requests directly from a third party administrator regarding their proposal. The City may interview or request additional information from those who respond. The City will choose to award the contract at a date no later than Friday, December 29, 2017.

Non-Collusion Affidavit

- (a) The City requires that a Non-Collusion Affidavit be submitted with all proposals pursuant to its authority according to the Pennsylvania Antirigging Act, 73 P.S. Section 1611 et seq.
- (b) This Non-Collusion Affidavit must be executed by the member, officer, or employee of the proposer who makes the final decision on prices and the amount quoted in the proposal.
- (c) Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval or submission of the proposal.
- (d) If a proposal is submitted by a joint venture, each party to the venture must be identified in the proposal, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
- (e) The term "complementary proposal" as used in the Affidavit has meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or non-competitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.
- (f) Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the proposal.

CITY OF WILKES-BARRE

NON-COLLUSION AFFIDAVIT

State of:	:s.s.
City of:	

I state that I am _____ of _____
Title Name of Firm

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other broker/consultant, proposer or potential proposer.

(2) Neither the price(s) nor amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before proposal opening and/or date of contract award.

(3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) _____ (name of firm) ,its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will relied on by the City of Wilkes-Barre in awarding the contract(s) for which this proposal is submitted. I understand, and my firm understands, that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Wilkes-Barre the true facts relating to the submission of proposals for this contract.

Name and Company Position

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 2017

Notary Public

My Commission Expires:

General Terms and Conditions:

Independent Capacity of Firm

The Firm, its employees and agents, or individual are not deemed to be employees of the City in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the City.

Prohibition Against Assignment

The Firm or Individual shall not assign any part of this Agreement without prior written approval of the City.

Contract Modification, Amendment and Termination:

This document and all attachments, which have been incorporated by reference, contain all terms, provisions and conditions of the Agreement. All provisions thereof are intended by the parties to be whole and entire.

Any alteration, variation, modifications, or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this Agreement.

The City reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this Agreement.

In addition, the City may terminate this Agreement at any time, upon ten (10) days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.

Hold Harmless:

It is understood that the Firm or Individual is an independent contractor in respect to its performance under this Agreement, and shall assume all risks and responsibilities for losses of every description in connection with the service, which can be attributed either directly or indirectly to the Firm or Individual. The Firm or Individual agrees to indemnify, defend, and hold harmless the City, its agents and employees for or on account of any damages or loss, including the cost of litigation or legal counsel resulting directly or indirectly from the actions of the Firm or Individual in fulfilling the terms of this Agreement.

Insurance and Taxes

The Firm or Individual shall perform its services under this Agreement, as an independent Contractor and shall insure, as they may appear, the interests of all parties to this Agreement against any and all claims which may arise out of Contractor's operations under the terms of this Agreement.

Firm or Individual will provide original certificate(s) of insurance made out to the City of Wilkes-Barre showing all insurance coverage carried by Firm or Individual upon submission of a signed Agreement to the City. The Agreement will not be approved by City if a certificate is not present. If, during the term of the Agreement, coverage should expire, or terms and conditions change, the City may withhold payments until the Contractor submits a new certificate reflecting the new policy coverage dates, terms and/or conditions.

At a minimum, the firm or individual must carry at least the following:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Business Automobile Liability – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Umbrella/Excess Liability – with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate following from underlying liability coverage.

Worker's Compensation – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the County.

Employer's Liability – with limits of not less than \$100,000 Accident – Each Accident; \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Familiarity with Proposed Work:

Firm or Individual certifies that he has carefully considered the scope of work proposed and the RFP to determine for himself the difficulties and requirements incidental to the prosecution of the scope of work, and that the submission of a proposal is considered conclusive evidence of such examination.

The Firm will not utilize trainees with regard to the execution of the services required. The successful Firm must use fully trained individuals who have the required experience and knowledge to implement the services requested. The City shall reserve the sole right to remove any individual assigned to this project by the Firm for any cause and/or reason in the best interest of the City.

Sole-Contractor:

The Firm or Individual agrees that he and only he shall be the City's sole contractor under this Agreement.

Non-Discrimination:

The Firm or Individual agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders, which protect the civil rights of employees, job applicants, and recipients of services.

The Firm expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that the firm has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity, but firm shall remain primarily responsible for compliance hereunder.

Certification Regarding Impartiality and Conflict of Interest:

The Firm or Individual certifies that he is a totally independent vendor and that to the best of his knowledge, no City official or employee has a vested interest, financial or otherwise, in this Agreement.

The Firm or Individual will inform the City in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of this Agreement following notification by City to Firm or Individual

(allowing firm or individual a reasonable opportunity to respond) where same is not corrected by firm or individual within a reasonable time period after notice.

The Firm shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex or handicap.

Immigration Reform and Control Act of 1986

Firm or Individual recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.

Statutes Applicable to this Agreement

Firm or Individual is responsible for familiarity and compliance with all statutes that apply to their performance under their agreement.

Ownership of documents

The City shall be the owners of and shall be entitled to possession of any software, computations, plans, correspondence or other pertinent data and information gathered by, or computed by Firm or Individual under this agreement. However, the Firm or Individual shall remain the owners of their methodologies, trade secrets, and other copyrighted forms and materials.

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.