

REQUEST FOR PROPOSALS

JUDICIAL COUNCIL OF CALIFORNIA

REGARDING:

*Judicial Branch Workers' Compensation Third Party
Administrator*

RFP Number: HR-2021-27-DM

PROPOSALS DUE:

November 22, 2021 NO LATER THAN **1:00 P.M.** PACIFIC TIME

1.0 BACKGROUND INFORMATION

- 1.1 Judicial Council of California. The Judicial Council of California (JCC), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial branch. The California Constitution directs the JCC to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The JCC also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law.
- 1.2 Per California Rule of Court, rule 10.350 Workers' Compensation (WC) Program: The JCC is directed, "to carry out the duty of the Judicial Council to establish a workers' compensation program for the trial courts, the council's Human Resources office must:
 - 1.2.1 Maintain a contract with a vendor to provide courts, on a voluntary basis, with a cost-efficient workers' compensation coverage program;
 - 1.2.2 Monitor the performance of the vendor with which it contracts to provide such services;
 - 1.2.3 Timely notify the trial courts concerning the terms of the workers' compensation coverage program;
 - 1.2.4 Timely inform the trial courts about the legal requirements with which a workers' compensation program must comply;
 - 1.2.5 Make personnel available by telephone to consult with trial courts regarding the cost and benefits of the plan being offered by the Judicial Council; and
 - 1.2.6 Review and approve or disapprove any other workers' compensation programs identified by a trial court for consideration as a vendor to provide workers' compensation benefits to its employees."
- 1.3 The JCC serves as the Judicial Branch Workers' Compensation Program (JBWCP) Program Administrator (Program Administrator). On January 1, 2001, each of the Trial Courts in California's 58 counties became independent employers of the employees who worked in that court. Prior to this date, the employees of each trial court were considered employees of their respective counties and fell under their respective county-administered workers' compensation plans. After the JBWCP was created on January 1, 2003, the courts began the transition from their county-administered plans to the JBWCP.

The JBWCP is a highly decentralized self-insured program. The JBWCP Members include 57 California Trial Courts, Trial Court Judges, and the State Judiciary which includes the Supreme Court, Courts of Appeal, Judicial Council

of California, Habeas Corpus Resources Center, California Judicial Center Library, and the Commission on Judicial Performance. The JBWCP utilizes a cost allocation model with a charge-back system to the members. Each participating member shares in a pool of allocated risk, with the cost allocations distributed based upon payroll and loss activity. The loss selection that is currently used to calculate the loss modifier for each member is limited to a rolling three (3) years of loss data excluding the most recent 12 months. The total allocation is based on the annual actuarial report projection (**Attachment 9, Sample Actuarial Report**).

The JBWCP Advisory Committee (Committee) is a 16-member group that convenes at least once per year. The Committee, in conjunction with the Program Administrator, review program initiatives, successes, and annual risk performance, and make recommendations for program changes to the Litigation Management Committee and the Judicial Council Members. The Judicial Council Members approve any primary programmatic and/or financial change recommendations prior to the end of each fiscal year.

- 1.4 For purposes of properly allocating the cost to the JBWCP membership, the program is divided into three components:
 - 1.4.1 Trial Court Judges, which includes approximately 1,730 judges of the California Trial Courts; and
 - 1.4.2 Trial Court Employees, which includes approximately 18,200 employees of 57 California Trial Courts participating in the program. The Los Angeles County Superior Court, does not participate in the program; and
 - 1.4.3 State Judiciary, which includes approximately 100 Justices, 1,730 Judges and 1,600 employees in the Supreme Court, Courts of Appeal, JCC, Habeas Corpus Resource Center, California Judicial Center Library, and the Commission on Judicial Performance.
- 1.5 The current Third-Party Administrator (TPA) for the JBWCP is **Acclamation Insurance Management Services, Inc. (AIMS)** and the [Medical Provider Network \(MPN\)](#) for the JBWCP is **Allied Managed Care (AMC)**, an MPN administered by AIMS. The JBWCP is permissibly uninsured and does not file an Annual Report with the DIR Self Insurance Plans, there is excess insurance coverage of two million dollars. The current TPA provides for Claims Administration Services, Medicare Agent Services, Medicare Set-Aside Services and Medical Management Services including: Medical Bill Review/Hospital Bill Audit, Nurse Case Management (NCM), Utilization Review, MPN, and Preferred Provider Organization (PPO) development and administration. Currently, all Medical Management Services are bundled within the TPA services.

- 1.6 The primary objective of this Request for Proposals (RFP) is to identify and retain a qualified TPA that can provide claims handling administration and expertise for JBWCP Members. The qualified TPA will deliver superior client service under the management of a proactive and consultative account manager who is empowered to make decisions with the organization. The selected vendor will be required to work with the Program Administrator and the JBWCP's consultant/broker (currently **Sedgwick Claims Management Services, Inc. / Merriwether & Williams Insurance Services, Inc.**, or other consultant/broker at JCC's sole option) to provide compliant and relevant WC claims services including:
- 1.6.1 Assisting individual members of the JBWCP with their WC inquiries; the claims adjusters will be accountable for timely communication and results on claims.
 - 1.6.2 Engages a highly skilled and experienced team of dedicated indemnity claims adjusters, medical only claims adjusters, and administrative support both for JBWCP in the initial WC process and for the claim adjusters (appropriate back-up resources available); requires claims adjusters to have strong WC experience in the State of California.
 - 1.6.3 Provide claims handling in full compliance with all state and federal laws and regulations, including, but not limited to HIPAA and the California Labor Code. Provide all Services (including Medical Management Services) in full compliance with applicable healthcare-related laws and regulations, including HIPAA and all state and federal laws and regulations, including the California Labor Code.
 - 1.6.4 Analyzing losses and developing monthly, quarterly, and annual metrics; will track customized performance metrics that include but not limited to: response time, closure ratios, reduced severity, reduced medical spend, reduction in lost time days, reduction in collateral, litigation rates, PPO network penetration, and other customized reports as needed.
 - 1.6.5 Supporting the JCC in delivering JCC training programs that adhere to JBWCP client needs while following claims best practices, monitoring data quality, and claims handling procedures.
 - 1.6.6 Performing WC claims file reviews at the JBWCP Members' request and at a minimum of one (1) time per year.
 - 1.6.7 Adhering to the JBWCP service requirements found in **Section 2.0, Description of Services and Deliverables**. Provide recommendations to modify and continue to improve the [JBWCP Service Guidelines](#).
 - 1.6.8 Providing customer-focused Claims Administration Services, Medicare Agent Services, Medicare Set-Aside Services, and Medical Management Services including: Medical Bill Review/Hospital Bill Audit, Nurse Case Management (NCM), Utilization Review, MPN, PPO development and administration, and 24/7 call/intake center that includes clinical nurse triage.

- 1.6.9 Ensuring regular claim oversight at the supervisory level through established processes.
 - 1.6.10 Proven litigation management processes that are results-driven with tools and metrics in place.
 - 1.6.11 A complement of seasoned claims adjusters with extensive experience managing California litigated claims.
 - 1.6.12 Robust WC solutions with expertise in the state of California and resources to manage and mitigate the challenges presented by this jurisdiction.
 - 1.6.13 Providing real-time Risk Management Information System (RMIS) with online claims reporting capability, and JBWCP Member access to claims information such as claim adjuster notes including action plans, documents, and claim financials and that offers customized dashboard and reporting options, mobile apps, etc.
 - 1.6.14 Engages predictive modeling to identify claims with the probability of progressing into higher severity to enable the implementation of early intervention strategies (clinical as well as other strategies) to mitigate exposure and to provide claims outcomes for a reduction of JBWCP total cost of risk.
 - 1.6.15 Formulating methods to reduce JBWCP costs while improving program efficiencies and effectiveness.
 - 1.6.16 Provide services while being amenable to internal Performance Guarantees Agreement tied to key performance indicators (KPI's) set by either the contractor or the program auditors.
 - 1.6.17 Offers a 24/7 nurse triage advocacy model which is a customer service model where the nurse determines the direction of care on a claim; telemedicine as well as a concierge/customer service model and a report to demonstrate savings.
- 1.7 The selected TPA shall be responsible for all aspects of the activities listed in Section 2.0, Description of Services and Deliverables. It is anticipated that the contract will have an **initial term of two (2) years**, and that the JCC will have the sole option to renew the contract for up to three (3) consecutive two (2) year terms, for a total of eight (8) years if the JCC exercises all three of the option terms after the initial term.
- 1.8 Selecting a TPA with a proven program implementation process and an experienced implementation manager who can oversee a seamless, successful on-boarding of the program. The TPA must provide a detailed implementation plan and timeline.
- 1.9 Website. For additional information about this solicitation, including electronic copies of the solicitation documents, see the California Courts Website located at www.courts.ca.gov/rfps.htm (“Courts Website”).

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The JCC seeks a service provider with expertise in WC claims administration for a large decentralized statewide government program. The JCC requires consistency between the services requested in the RFP and the services provided through the term of the contract.

2.1. Staffing: Knowledge, Expertise, and Abilities

- 2.1.1. The Proposer's Service Team will oversee and monitor the JBWCP's TPA activities to ensure the services and tasks described in subparagraphs 2.2 through 2.8 meet or exceed industry standards and are in line with best practices and in full compliance with all state and federal laws, including, but not limited to HIPAA and the California Labor Code while monitoring data quality and claims handling procedures.
- 2.1.2. Expertise and experience in pooled public sector with agility in adapting to California WC legislative changes.
- 2.1.3. Ability to adjust claims from outside of California (as needed).
- 2.1.4. Expectations and internal measurements of staff with proof they are continuously engaged in training and what they are trained on. Staff is expected to continue working towards outcomes focused claims management solutions. Staff is expected to manage overall claim costs through active and effective medical and case management.
- 2.1.5. Minimum claims adjuster qualification standards (at least five (5) years of experience, and any applicable workers' compensation certification).
- 2.1.6. Minimum supervisor qualification standards (at least 5 years of directly-related work experience and any applicable workers' compensation certification) and ability to coach/mentor staff and execute proactive strategies for case finalization.
- 2.1.7. Inhouse training and mentoring program for claims adjusters.
- 2.1.8. Proof of competitive pay package (inclusive of the salary, benefits, and non-monetary offerings provided by the Proposer) that the Proposer offers to its claims adjusters.
- 2.1.9. Evidence of a team-based culture that emphasizes employee participation on all levels and promotes success.
- 2.1.10. Staffing contingency plans in the event of a turnover. In the event of a leave of absence for any reason, vacation, or termination of any staff assigned to the JCC's account, the JCC shall be immediately notified and the position shall be backfilled within a reasonable time. The JCC shall be provided the resumes of the incumbents after the final selection.

2.2. Claims Administration Services

- 2.2.1. Active management of new and legacy claims.
- 2.2.2. Clear standards that show claim processing timelines.
- 2.2.3. Developed protocols for claims submitted after-hours.
- 2.2.4. Requires 24/7 nurse triage capabilities.
- 2.2.5. A caseload standard consisting of a minimum of 95 claims and maximum of 120 claims.

- 2.2.6. Bundled outcomes based on Medical Bill Review/Hospital Bill Audit.
- 2.2.7. Periodic claims reviews with members at minimum once annually and at most quarterly (in-person and/or remote).
- 2.2.8. Strategic approach to claims management (i.e., claim action plans and program enhancement opportunities).
- 2.2.9. Claims adjuster and supervisor compensation tied to performance and client satisfaction measures via a client member customer satisfaction survey/polling.
- 2.2.10. Probable outcome reserving methodology and detailed outline of thought process that incorporates Official Disability Guidelines (ODG).
- 2.2.11. Timely customer service communication skills with members, employees, attorneys, vendors, and in-house staff as outlined in [the JBWCP Service Guidelines](#).
- 2.2.12. Flexible and willing to customize and change as program needs develop.
- 2.2.13. Flexibility in the MPN usage and ability to customize to meet the needs of JBWCP.
- 2.2.14. Provide efficient and effective transition from the existing third party administrator including data conversion, program implementation and timeline, educating claims staff on handling requirements and program nuances, and other logistics such as draft communications to be distributed to all JBWCP Members.
- 2.2.15. Provide a detailed triage and takeover plan, a timeline for strategic review, and an action plan completion of existing legacy claim.
- 2.2.16. Provide ongoing oversight of the claims adjusters' use of defense attorneys, investigative firms, NCM, coordination with the MPN or PPO, and medical management to ensure that services are provided in a timely, relevant, and compliant manner and adhere to the service requirements found in **Section 2.0, Description of Services and Deliverables**.
- 2.2.17. Requirement for adjusters to review and integrate the ODG into their medical management action plans.
- 2.2.18. Provide a team of qualified outcome-focused claims adjusters to handle the day-to-day administration of the JBWCP Members' WC claims in a compliant and timely manner.

2.3. Nurse Case Management

The JBWCP is looking for strategic solutions that offer early intervention and predictive modeling up front to help identify claims that will benefit from a nurse triage, such as:

- 2.3.1. A 24/7 nurse triage hotline with a concierge desk that allows claims with a higher exposure to be reviewed by a nurse after the initial 24/7 nurse contact.
- 2.3.2. Telemedicine, which incorporates concierge/customer services to help navigate the initial reporting.

2.3.3. Adherence to the service requirements found in Section 2.0, Description of Services and Deliverables, including the following and promotes an advocacy approach to the service delivery:

2.3.3.1. All new claims (Judges are not triaged without prior program approval) will be reviewed by the claims adjuster within 24 hours of receipt of the first report of injury/illness and the triage nurse will contact the employee and the treating doctor within three (3) business days.

2.3.3.2. All communication with the injured worker will be clearly documented in the claims system and noticed to the claims adjuster.

2.3.3.3. The triage nurse will do the following:

2.3.3.3.1. Interview the employee and/or medically evaluate the first report of injury/illness and any available medical documents.

2.3.3.3.2. Complete a Triage template, review, and outline appropriate treatment and estimated return to work (RTW) using the ODG and American College of Occupational and Environmental Medicine (i.e., ACOEM).

2.3.3.3.3. Obtain availability of transitional work and description of employee's job duties.

2.3.3.3.4. If there are red flags such as previous injuries or co-morbidities, case management may be recommended.

2.3.3.3.5. Complete assessment of information received and recommend the appropriate level of NCM if necessary, based on pre-selected telephonic case manager (TCM) and field case manager (FCM) nursing triggers.

2.3.3.3.6. Document activities in appropriate management software and claims system.

2.3.3.3.7. Forward the Triage report to the claims adjuster within three (3) business days for discussion as needed with the Member.

2.3.3.4. NCM will be assigned according to case management protocols and by agreement between the claims adjuster and the JBWCP Member.

2.3.3.4.1. Assignment can occur at any point in the life of the claim.

2.3.3.4.2. The level of assignment (TCM vs FCM) will be analyzed depending on severity of the case, treatment needs, lack of progress in recovery, and other various employee/provider issues.

2.3.3.4.3. Three (3)-point contact will be completed by the assigned nurse case manager (CM) who will assess any

barriers, develop an action plan to address the barriers and bring file to resolution. Three (3)-point contact includes the provider, employee, and claims adjuster, and will be completed within 48 hours of assignment.

2.3.3.4.4. NCM reports shall include the medical treatment plan, next appointment date, work status, barriers to recovery, and NCM recommendations. NCM will use standard of care guidelines to facilitate optimum recovery and RTW. The CM will track all lost time, modified and RTW dates within the claims system. If the case is assigned for TCM, but the injured worker has lost more than 60 days from work, or if there are other barriers to recovery or RTW noted, the case should be considered for FCM.

2.3.3.5. All communication with the injured worker will be clearly documented in the claims system and noticed to the claims adjuster.

2.3.3.5.1. CM will initiate services within 24 hours of referral.

2.3.3.5.2. The CM shall contact the medical provider, injured worker and claims adjuster three (3) times within five (5) business days, and all contacts will be documented in the system, or other system as directed by the Program Administrator.

2.3.3.5.3. First progress report will meet the requirements as outlined in the [service guidelines](#).

2.3.3.5.4. The initial evaluation is completed within seven business days from referral.

2.3.3.5.5. Progress reports will be completed every 30 days or significant activity.

2.3.3.5.6. Appointment updates to claims adjuster within 24 hours of appointment.

2.3.3.5.7. 24-hour updates on any significant file changes: RTW modified or full duty, anticipated surgery, or anything that may impact the file.

2.3.3.5.8. Closure Report to be completed upon file closure within five days.

2.3.3.5.9. CM cases will be staffed with claims adjuster and supervisor when case reaches 90 days of service. The staffing must include all requirements outlined in the [service guidelines](#).

2.4. Medical Management and Utilization Review

2.4.1. Provide network development via PPO or MPN to mitigate medical costs.

2.4.2. Provide utilization review with some flexibility for express approvals by claims staff.

- 2.4.3. Provide bill review. For example, providing per bill + percent of savings beyond the fee schedule.
- 2.4.4. Ensure compliance with state WC laws regarding reporting of bill review and utilization review.
- 2.4.5. Leverage other network discounts and provider programs that will reduce medical costs to JBWCP.
- 2.4.6. Provide and/or establish strong quality control mechanisms to ensure efficiency and minimize errors; and produce periodic outcome reports for all programs measuring percent of Network Provider penetration and percent of "high quality" provider penetration rate.

2.5. Medicare Agent Services

- 2.5.1. In order to assist the JBWCP Member, as a Responsible Reporting Entity (RRE), in complying with the mandatory quarterly electronic reporting requirements issued by the Centers for Medicare/Medicaid Services (CMS) under the MMSEA regarding certain injured parties who are Medicare beneficiaries, Contractor is hereby designated the JBWCP Member's Medicare Agent pursuant to the MMSEA.
- 2.5.2. Contractor shall provide assistance with JBWCP Member's registration as an RRE within the required statutory timeframes required by CMS under the Act.
- 2.5.3. Contractor and JBWCP Member will establish an electronic data interface to facilitate the exchange of specific claims data (via a multi-line claim feed layout) required to be reported to CMS under the MMSEA; thereafter, as JBWCP Member's designated Medicare Agent, Contractor will initiate a test file interface with CMS within the required statutory timeframes required by CMS under the MMSEA.
- 2.5.4. Upon successful completion of the test file interface, Contractor will commence an ongoing monthly query process on behalf of JBWCP Member where Contractor will transmit certain basic claims data elements (claimant name, social security number, date of birth and gender) on all of JBWCP Member's open medical claims to determine if such claim data elements match a valid record indicating Medicare eligibility. Contractor will report the results of such query for Claims Examiner to review. In the event that a report determines any such claim is invalid due to an error or missing information, the Claims Examiner shall be responsible for reviewing, researching and correcting such claims data directly on the online claims system for resubmission by Contractor on the next monthly query process transmission.
- 2.5.5. Once it is determined that a claimant is Medicare eligible, Contractor will commence the transmission of mandatory quarterly electronic claims reporting of those claimants to the Coordination of Benefits Contractor (COBC) on JBWCP Member's behalf within the specific 7-day reporting period assigned to JBWCP Member by CMS. A copy of

- the initial report shall also be posted by Contractor online. Contractor shall also put the initial report into a claims system (CCS) for JBWCP Member's review. The COBC will confirm either acceptance of the Medicare eligible claims thus reported or return any files for which data is missing or incorrect. Contractor shall post online any error reports from the COBC showing such files containing missing or incorrect data for Claims Examiner to research and correct directly within the online claims data base. Once corrected, Contractor will resubmit such files to the COBC during the next quarterly reporting file.
- 2.5.6. Contractor, as JBWCP Member's designated Medicare Agent, will continue to electronically transmit to the COBC on a quarterly basis all new and updated claims identified as JBWCP Member's Medicare eligible claims.
- 2.5.7. Contractor, as JBWCP Member's designated Medicare Agent, will also electronically transmit to the COBC any monetary settlement data received from JBWCP Member on JBWCP Member's Medicare eligible claims.
- 2.5.8. Contractor, as JBWCP Member's designated Medicare Agent, will also electronically transmit to the COBC any monetary settlement data received from JBWCP Member on JBWCP Member's Medicare eligible claims.
- 2.6. Medicare Set-Aside Services
- 2.6.1. In the process of producing a Medicare Set-Aside allocation ("Medicare Set-Aside"), Contractor shall provide an extensive review of medical records and medical bills, producing a comprehensive report and cost projection for claim file documentation and possible CMS approval. CMS will review/approve the amount of money noted in the submitted Medicare Set-Aside, which indicates monies anticipated to be spent over the lifetime of the settlement for Medicare covered expenses related to the work injury.
- 2.6.2. JBWCP Member/carrier shall provide the Contractor's Medicare Set-Aside hub office with a copy of the most recent two years of medical records and medical bills including indemnity payout, all operative reports, agreed medical evaluators (AMEs)/independent medical evaluators (IMEs)/qualified medical evaluators (QMEs), as well as orders rendered by the workers' compensation judicial system. Contractor will use **Form 2 (Attachment 15)** and **Form 3 (Attachment 16)** in order to obtain the above-described information. Contractor will forward the aforementioned forms to either the JBWCP Member or, at the JBWCP Member's option, directly to counsel representing the Claimant in order to obtain the Claimant's signature for the release of the described information.
- 2.6.3. The Contractor's Medicare Set-Aside hub office will review the medical records and bill summary, prepare a detailed summary of the records and

- a projection for future medical expense that are Medicare eligible. The Contractor's Medicare Set-Aside hub office will also provide a projection of those costs that are not Medicare eligible in order to provide the JBWCP Member with their total medical exposure.
- 2.6.4. The Contractor's Medicare Set-Aside hub office will return the completed Medicare Set-Aside report to the JBWCP Member within fifteen (15) business days of receiving all relevant medical records and related information. If a rated age is warranted, the Contractor's Medicare Set-Aside hub office will acquire same. If the Medicare status of Claimant is unknown or unclear, a request for Medicare status will be submitted to the Social Security Administration (SSA). Once the Medicare status is known, the COBC will be notified and conditional payments requested.
- 2.6.5. Upon JBWCP Member's request, Contractor's Medicare Set-Aside hub office will submit the data, which includes the Medicare Set-Aside report, the tentative settlement amount, along with other required documentation, to CMS via certified mail. Upon receipt, Contractor's Medicare Set-Aside hub office will forward the CMS Determination letter to the JBWCP Member. Final executed settlement documents (reflecting CMS recommended Medicare Set-Aside amount) will be provided to Contractor's Medicare Set-Aside hub by the JBWCP Member/counsel and then forwarded by Contractor to CMS.
- 2.6.6. Contractor shall provide JBWCP Member quarterly activity report within twenty (20) business days following the applicable quarter.
- 2.7. Program Management, Oversight, and Maintenance
- 2.7.1. Flexibility and openness to member-specific requirements. Some members will have internal WC administration policies that differ from other members of the program.
- 2.7.2. Experienced, responsive, proactive, and consultative account management skills. The account manager must be empowered to make decisions within their organization and maximize the administrative efficiencies of the TPA to support JBWCP.
- 2.7.3. Management structure that promotes flexibility, initiatives, and open communication throughout the entire organization.
- 2.7.4. Ability to work with the JBWCP to deliver customized member training and work with the program's stakeholders (e.g., actuaries, risk consultants, auditors, and other member-selected WC vendors) to develop program enhancements as needed.
- 2.7.5. Development of reports for program management; pro-active partnership to identify trends with pro-active recommendations to mitigate further exposures and help develop policy recommendations for the program. Stewardship reports should be focused on combining historical loss trends and metrics with proactive solutions to improve overall program performance.

- 2.7.6. Incorporate client [service guidelines](#) that are clearly communicated to claims adjusters with updates as program needs change.
 - 2.7.7. Employ a replenishment account as specified in **Section 5.4** to facilitate all WC payments.
 - 2.7.8. Administrative fees must incorporate outcome-based performance guarantees.
 - 2.7.9. Handling of all transition issues are performed timely and accurately.
 - 2.7.10. Participate in monthly calls with the Program Administrator and consultant/broker to discuss the JBWCP's progress.
 - 2.7.11. The Proposer must conduct internal monthly meetings with all of the JBWCP's claims adjusters to discuss issues, challenges, trends, changes in the account handling instructions or other program protocols, and provide agendas and minutes to the Program Administrator within two (2) days after each meeting, include the Program Administrator or designee when deemed necessary by all parties.
- 2.8. **Risk Management Information System: Online Reporting and Customization**
- 2.8.1. Claims system that has proven predictive modeling capabilities that identify WC claims with the probability of progressing into higher severity to enable the implementation of early intervention strategies to mitigate exposure.
 - 2.8.2. Reporting that enables members to view up-to-date metrics directly in the system. The system must provide a means to receive clear visuals in real time of the claims adjustment status.
 - 2.8.3. Provide an online RMIS that enables members to view up to date financial metrics in real time; system can also provide payment tracking for members.
 - 2.8.4. Call center feeds directly into the claims management system.
 - 2.8.5. Ease of access and compatibility with the client/member's intranet.
 - 2.8.6. Security measures are in place that provide members with different levels of system access based on the role and classification.
 - 2.8.7. Provide an online, 24/7 RMIS for all members (approximately 150+ users) for immediate claims submission.
 - 2.8.8. Provide an online RMIS that allows members access to all claims adjuster notes, financials, medical reports as permitted by law, and claims adjuster action plans.
 - 2.8.9. Provide an online RMIS that allows members to generate reports such as open/closed claims, reserve information, type and cause of injury, and medical billings and payment data.
 - 2.8.10. Customize the online RMIS to include member-specific location/department codes, occupational codes, claim type, and other fields as warranted by the program including modifiable data for cause, source, nature of injury, body part, and location structure.
 - 2.8.11. Promote the use of the online RMIS to members and provide training or updates as needed to encourage and enable members to use the system.

- 2.8.12. Provide JBWCP Members the ability to generate ad hoc reports with multiple fields.
 - 2.8.13. Provide a model application injured workers can download and use to obtain RX card, information on claims, payment of time loss, etc.
- 2.9. Audit, Metrics, and Analysis
- 2.9.1. Provide monthly, quarterly, and annual metrics by JBWCP Member to the Program Administrator detailing the status of open claims, number of closed claims, incurred reserves, lost time and KPIs.
 - 2.9.2. Conduct an analysis to identify trends or gaps and recommend information sharing or educational opportunities for the JBWCP Members as the need arises.
 - 2.9.3. Conduct internal audits to ensure that all compliance standards, industry best practices and [JBWCP Service Guidelines](#) found in Section 2.0, Description of Services and Deliverables are met.
 - 2.9.4. Internal policies in place to promote continuous improvements.
- 2.10. Training and Informational Material
- 2.10.1. Partner with the Program Administrator and/or consultant/broker as requested to participate in webinars or live trainings regarding WC claims and related topics.
 - 2.10.2. Identify topics for training based on JBWCP Members' frequently asked questions, claims file reviews, metrics and analysis, or requests from the Program Administrator.
 - 2.10.3. Develop informational materials such as frequently asked questions, forms, or tip sheets as requested by the Program Administrator.
 - 2.10.4. Conduct research regarding WC claims handling best practices, rules, regulations, codes, or other related information as requested by the Program Administrator.
- 2.11. Performance Guarantees
- Proposer must have an internal performance guarantee policy that lists proposed KPI metrics used to evaluate the program performance including but not limited to the following:
- 2.11.1. Increased Claim closures.
 - 2.11.2. Severity vs. frequency.
 - 2.11.3. Reduced medical spending.
 - 2.11.4. Reduction in lost time days.
 - 2.11.5. Reduction of litigation fees and expenses.
 - 2.11.6. PPO network penetration.
 - 2.11.7. Other KPI criteria.
 - 2.11.8. Implementation satisfaction.
 - 2.11.9. Fee adjustment if performance criteria are not met.

2.12. Transition Planning

The selected vendor shall provide the Judicial Council and JBWCP Member with the following services (i) upon notice to the selected vendor that the resulting Agreement shall be terminated, or (ii) if the Judicial Council notifies the selected vendor to commence such services in the event that the Judicial Council does not intend to extend the resulting Agreement past the current Term.

- 2.12.1. Developing, with the assistance of the Judicial Council, or its designee, a plan for the transition of the Work-in-progress at the end of the Agreement from the Contractor to the Judicial Council, or its designee.
- 2.12.2. Reviewing completed and partially completed work with the Judicial Council, or its designee, and transitioning responsibility or ownership to the Judicial Council, or its designee, including, without limitation, a recommended sequence for review and establishment of a series of briefings to accomplish knowledge transfer.
- 2.12.3. Providing copies of the completed and partially completed work, including, without limitation, indexing and defining location and form (electronic, paper copy, etc.) of such work.
- 2.12.4. Providing overall Program work plan status at point of Contract termination with the Judicial Council Program Administrator, or designee(s).
- 2.12.5. Conducting meetings to discuss status of work in progress, pending items and anticipated tasks with Judicial Council Program Administrator or designee(s).
- 2.12.6. Reviewing status of Program risks, issues, and corresponding action plans with the Judicial Council's Program Administrator, or designee(s).
- 2.12.7. Providing information and assistance as the Judicial Council, or its designee, may reasonably request relating to the function of the Key Personnel employed or contracted by the Contractor to perform the Work under the resulting Agreement.
- 2.12.8. Providing bi-weekly status reports during transition period, and task-oriented status reports including, without limitation: week back and week forward status of tasks and other commitments, resolved and unresolved issues and risks, and resource availability.
- 2.12.9. Assessing the status of all work in progress, pending items, and anticipated tasks at the time of the applicable termination including, without limitation, identifying the status of the work in process, identifying the extent of completion of the partially completed work, estimating requirements to complete the work, and identifying the contingencies or dependencies of the work on other concurrent or completed work. Upon request, providing data and loss reports to assist in any necessary reconciliation of data after transition of the program.
- 2.12.10. Provide close-out procedures for the Trust Account (Judicial Council's Workers' Compensation Replenishment Fund Account that cover reimbursement for claims expenses and settlement) that are mutually agreeable to the parties.

3.0 TIMELINE FOR THIS RFP

The JCC has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the JCC.

EVENT	DATE
RFP issued	<i>October 7, 2021</i>
Optional Pre-proposal Conference via Zoom Meeting Link: https://www.zoomgov.com/j/1616598448?pwd=R1diZ29YQVBncUhocGlrYUIMY0lvQT09 Call in Number: 833-568-8864 US Toll-free Phone Conference ID: 161 659 8448 Passcode: 966862803	<i>October 26, 2021 At 1:00 PM (Pacific Time)</i>
Deadline for written questions sent to: Solicitations@jud.ca.gov	<i>October 28, 2021 by 1:00 p.m. Pacific Time</i>
Questions and answers posted (<i>estimate only</i>) www.courts.ca.gov/rfps.htm	<i>November 5, 2021</i>
Latest date and time proposal may be submitted to Solicitations@jud.ca.gov	<i>November 22, 2021 by 1:00 p.m. Pacific Time</i>
Anticipated interview dates (<i>estimate only</i>)	<i>December 6- December 20, 2021</i>
Evaluation of proposals (<i>estimate only</i>)	<i>January 3 - January 28, 2022</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>February 7, 2022</i>
Negotiations and execution of contract (<i>estimate only</i>)	<i>February 8 – February 25, 2022</i>
Contract start date (<i>estimate only</i>)	<i>May 1, 2022</i>
Contract end date for the initial term (<i>estimate only</i>)	<i>April 30, 2024</i>

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: JCC Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the "Proposer") must sign a JCC Standard Form agreement containing these terms and conditions (the "Terms and Conditions").
Attachment 3: Proposer's Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Payee Data Record Form	This form contains information the JCC requires in order to process payments and must be submitted with the proposal.
Attachment 7: Iran Contracting Act Certification	The Proposer must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.
Attachment 8: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 9: Sample Actuarial Report	Redacted annual actuarial report projection.
Attachment 10: Loss Run Data	Redacted loss run data for the JBWCP with claim types, which includes all open claims. It's provided for Proposers to accurately assess the scope of work that the actual workers' compensation program will need.
Attachment 11: DVBE Declaration	Complete and return this form and a copy of its DVBE certification approval letter or DVBE certification issued by DGS with the proposal only if Proposer wishes to declare DVBE status.
Attachment 12: Bidder Declaration	Complete and return this form with the proposal only if Proposer wishes to claim the DVBE incentive associated with this RFP
Attachment 13: Proposal Checklist	The Proposer must complete the Proposal Checklist with its proposal.

Attachment 14: Form 1, Form for Receipt of Trust Account Funds	A Form for Receipt of Trust Account Funds
Attachment 15 Form 2	Consent to Release of Information
Attachment 16 Form 3	Disclosure/Confidentiality of Information

5.0 PAYMENT INFORMATION

5.1 Definitions

"Allocated Loss Expense" refers to the cost or expense incurred as part of a loss on a Claim file that may include, but are not limited to the following: legal fees, court reporter fees, court costs, professional photographer fees, expert witness fees, subrosa investigation expenses, field investigation expenses, rehabilitation service costs, and costs or expenses for other similar services. Allocated Loss Expenses do not include fees payable by the Judicial Council to the Contractor, penalties payable by the Contractor, or payments for services covered under Claims Administration Services or Medicare Agent Services.

"Medical Management Service Charges" means the charges, as set forth in Section 2.0. Services above. Medical Management Service Charges are unrelated to the payment for services covered under Allocated Loss Expenses, or Claims Administration Cost.

5.2 Compensation for Services

Claim payments, Allocated Loss Expenses, and Medical Management Service Charges are not included as part of nor shall they be paid from the resulting Contract Amount. The Contract Amount of the resulting Agreement shall only be used to make payments for allowable Claims Administration Cost.

5.3 The selected vendor will adhere to the reimbursement process as described below in **Section 5.4** regarding the Judicial Council's Workers' Compensation Replenishment Fund Account that covers reimbursement for Claim Payments, Allocated Loss Expenses and Medical Management Service Charges.

5.4 Trust Account - Funding, Maintenance, and Method of Payment

The Judicial Council has established a Replenishment Fund Account (Trust Account) to cover payment and reimbursements applicable to the self-insured worker's compensation program.

5.4.1 The selected vendor must establish and advise the financial institution where the Trust Account resides that the funds being deposited are public funds and, as a result, a Trust Account must be established to segregate these funds from other accounts, for use as specified under the resulting Agreement. The Trust Account must be established in selected vendor's

name only. The selected vendor's financial institution must certify in writing the balances maintained in the Trust Account will be collateralized at all times pursuant to GC 16520-16554.

- 5.4.2 The selected vendor shall deposit funds into the Trust Account and shall issue claim checks from check stock purchased by the selected vendor. The Judicial Council shall provide a check to the Contractor for the initial deposit into the Trust Account, upon which the Contractor shall complete and return to the Judicial Council a Form for Receipt of Trust Account Funds, included herein as **Form 1 (Attachment 14)**. The Trust Account shall be interest bearing unless otherwise agreed to or prohibited by law, and all interest accrued will belong to the Judicial Council.
- 5.4.3 The Judicial Council shall provide sufficient funds to the selected vendor to maintain in the Trust Account in order for the selected vendor to make timely payments of all Claims, Allocated Loss Expenses, Medical Management Service Charges, and all other amounts which the selected vendor will be authorized or required to make pursuant to the resulting Agreement. The Judicial Council shall provide funds to the selected vendor to replenish the Trust Account for the Claims, Allocated Loss Expenses, and Medical Management Service Charges that were approved and actually paid. The selected vendor shall deposit such reimbursements into the Trust Account and shall not use funds allocated for the Trust Account as reimbursement for any other purpose.
- 5.4.4 The selected vendor will advise the Judicial Council whenever allocated loss or Medical Management Services may be required and will request its approval before incurring any Allocated Loss Expenses or Medical Management Service Charges. The Judicial Council will be liable for all pre-approved Allocated Loss Expenses and Medical Management Service Charges incurred by the selected vendor in accordance with this provision. Any Allocated Loss Expenses and Medical Management Service Charges incurred by the selected vendor prior to or without obtaining the Judicial Council's prior approval will be solely the obligation of the selected vendor and will be paid for directly by the selected vendor, unless the failure to obtain prior approval is excused in writing by the Judicial Council.
- 5.4.5 Claim payments, Allocated Loss Expenses, and Medical Management Service Charges are not included as part of nor shall they be paid from the resulting Contract Amount. The Contract Amount shall only be used to make payments for allowable Claims Administration Cost.
- 5.4.6 The selected vendor shall computer-generate the checks on blank check stock to personalize them. The checks will bear the selected vendor's name, not the Judicial Council's name or any JBWCP Member name. The selected vendor shall:

- i. Provide the Program Administrator, on a monthly basis, a copy of each check issued on the Trust Account, as may be requested by the Judicial Council.
- ii. The selected vendor will immediately reimburse the Trust Account the amount of any unauthorized withdrawals from the Trust Account, including all expenses incurred as a result of any such unauthorized withdrawal(s). The selected vendor must maintain a check "match pay" bank service on the Trust Account during the term of the contract. A check "match pay" bank service prevents unauthorized checks from being paid from the Trust Account. The selected vendor must maintain on the Trust Account throughout the term of the resulting contract an ACH Debit Block bank service to prevent unauthorized ACH withdrawals from the Trust Account.
- iii. Invoice the Program Administrator for charges the selected vendor paid from the Trust Account, at the address set forth below or via e-mail to the Program Administrator and the Accounting Personnel. The selected vendor will invoice the Judicial Council for Trust Account charges on a weekly basis. With each invoice requesting reimbursement for Trust Account charges, the selected vendor shall submit a check register including, but not limited, the check amount, check date, check number, payee name, payment method, court name, payment transaction description, payment type such as indemnity, incident, Medical Management Service charges, and other information as may be required by the Program Administrator. The total amount of a check register must be equal to the amount requested for reimbursement on the accompanying Trust Account invoice.

Judicial Council of California,
Administrative Office of the Courts
Human Resources Services Office
c/o **TBD**, JBWCP Program Administrator
455 Golden Gate Avenue, Fifth Floor
San Francisco, CA 94102-3688
Email: TBD

- iv. Deposit funds provided by the Judicial Council for the Trust Account into the Trust Account.
- v. Place stop pay orders at the bank as necessary.
- vi. The selected vendor shall provide the Judicial Council Accounts Payable Supervisor on a monthly basis, a copy of the Trust Account bank statement, a copy of the monthly Trust Account bank

reconciliation and a copy of the outstanding checks list via e-mail. During the term of resulting Agreement, the Contractor shall direct the financial institution holding the Trust Account to send a copy of the monthly Trust Account bank statement directly to the Judicial Council Accounts Payable Supervisor via e-mail.

- 5.4.7 In the event the Trust Account falls below an amount that is required to enable the selected vendor to make timely payments of (i) all Claims, Allocated Loss Expenses, Medical Management Service Charges, (ii) any single Claim equal to or greater than \$500,000.00, and (iii) all other amounts which the selected vendor is authorized or is required to make, pursuant to this Agreement or otherwise on behalf of the Judicial Council, the selected vendor shall request the Judicial Council, by written notice via email, to make funds available to the selected vendor for the sole purpose of replenishing the Trust Account. For each such notice, the selected vendor shall include the current Trust Account amount; the amount of pending request(s) for reimbursement from the Trust Account, including copies of the check register and invoices(s); and, the amount of the additional funding requested to replenish the Trust Account. The Judicial Council shall provide funding to the selected vendor for the purposes of replenishing the Trust Account within three (3) weeks of receipt of the selected vendor Notice. Upon receipt of the additional Trust Account funding, the selected vendor shall complete and return to the Judicial Council a Form For Receipt of Trust Account Funds, included herein as **Form 1 (Attachment 14)**.
- 5.4.8 The selected vendor shall ensure the security of all check supplies.
- 5.4.9 The selected vendor shall provide the Program Administrator and the Judicial Council's Accounts Payable Supervisor via e-mail with a Claim summary report on a monthly basis which identifies monthly reconciliations of the Trust Account, including when requested, reconciliations of loss runs for amounts expended from the Trust Account and identification of the amounts paid on behalf of each JBWCP Member.
- 5.4.10 Within ninety (90) days of any expiration or termination of resulting Agreement, the selected vendor will remit to the Judicial Council the balance in the Trust Account including any interest accrued.

5.5 Minimum Performance Standards and Acceptance Criteria for Payment

The performance criteria set forth below will be used as indicators of successful performance. The Judicial Council will perform periodic audits of the Contractor to measure the performance of the Contractor in each criterion. The Judicial Council audit will include an evaluation of the Contractor's actual percentage score in each area below, based upon 100 percent. **Success of the Contractor in achieving targeted criteria will**

be a factor in the Judicial Council's decision to exercise options to extend the Agreement.

5.5.1 File Organization

All files are the property of the JBWCP Member and/or the Judicial Council and will be maintained in organized and bound files, and in chronological order with appropriate separation, i.e. privileged information is segregated from regular correspondence and medical and rehabilitation material are each in a separate section of the file.

5.5.2 File Documentation

- i. A Claims status report including an action plan will be in each Indemnity Claim file (paper and/or online). This will include steps taken to move the file to conclusion in accordance with the proposed plan of action. The report will identify issues and the actions taken to finalize the Claim.
- ii. All activities will be documented with appropriate detail, identify the author, date stamped, and be legible.
- iii. File reviews will be conducted at the request of the JBWCP Member or the Judicial Council at a mutually agreed location and time.

5.5.3 Claims Diary

- i. Every active indemnity file (which includes maintenance files with outstanding liens, legal issues, rehabilitation, or active medical treatment) will be reviewed and documented by the Senior Claims Examiner or Claims Examiner at least once every thirty (30) Days. Review of file may include follow-up contact with the Claimant.
- ii. Consistent policies and procedures will include diaries for all Claims Adjusting personnel assigned under the resulting Agreement.
- iii. Files of Claimants on Industrial Disability Leave (IDL) and Temporary Disability (TD) will be reviewed every fourteen (14) Days.

5.5.4 Supervision

- i. Active files will contain evidence of participation by Claims Supervisors in the development of case strategy, quality control, and case management guidance as appropriate, or when requested by Claims Examiners or Claims Representatives.
- ii. Delayed cases will be reviewed at a minimum at thirty (30), sixty (60), and ninety (90) Day intervals.

- iii. Active cases will be reviewed every ninety (90) Days or sooner if requested.
- iv. Caseloads for each Senior Claims Examiner and Claims Examiner assigned to the JBWCP Member will be reviewed by the Claims Supervisor every ninety (90) Days.
- v. Claims supervisor will review and decide which cases are to be assigned to outside counsel in conjunction with the JBWCP Administrator and/or designee.
- vi. The Contractor will notify the JBWCP Member and the Judicial Council monthly of any cumulative change in reserves of \$5,000.00 or more per Claim.

5.5.5 Medical Control and Direction

- i. The Contractor is responsible for coordinating the provision of prompt, appropriate and effective medical treatment for the Claimants.
- ii. At the request of the JBWCP Member, or where the physician is failing to comply, the Contractor will send to any physician (with proof of service) a copy of the California Code of Regulations, Title 8, Section 9785 within five (5) Days.
- iii. The Contractor will exercise all reasonable efforts to obtain necessary physician reports in accordance with California Code of Regulations, Title 8, Section 9785.
- iv. Within fourteen (14) Days of notification of change of medical provider, the Contractor will send the complete medical file with the California Code of Regulations, Title 8, Section 9785 notification, a copy of the JBWCP Member's Transitional Return-to-Work policy, and a written description of the Claimant's essential day-to-day job duties, tasks, and responsibilities.
- v. The Contractor will respond to requests for authorization of treatment and surgery on accepted cases within two (2) working days.
- vi. The Contractor will pay all bills within thirty (30) Days.
- vii. Files will be reconciled for accuracy of payments at least once every twelve (12) months, and at the time the file is closed.

5.5.6 Reserves

- i. Reserves will be set for probable outcome within the Contractor's guidelines. Reserve amounts will be evaluated and adjusted on a regular basis, but at a minimum, any time the medical prognosis changes.

- ii. The JBWCP Member will be specifically notified within thirty (30) Days when incurred costs on any Claim reach \$25,000.00.

5.5.7 Excess Carrier Notification

If the JBWCP Member procures excess coverage, the Contractor will comply with the excess carrier's notification procedures.

5.5.8 Investigation

- i. The Contractor will conduct a thorough investigation to determine if the Claim is a result of arising out of employment, or in the course of employment (AOE/COE) immediately upon receipt of the Claim.
- ii. If additional investigation is necessary, the case will be assigned to a licensed investigator with Errors & Omissions Liability coverage limits of not less than \$1,000,000.00 and must be coordinated through the JBWCP Member.
- iii. The JBWCP Member must be notified of any investigation prior to the initiation of the investigation.
- iv. Copies of investigation reports will be sent to the JBWCP Member.

5.5.9 Communication

- i. The Contractor will complete four-point contact (Claims Examiner, Claimant, Claimant's supervisor/JBWCP Member, and medical provider) within one (1) working day of receipt of notice of injury. If contact is not made on the first day, subsequent calls will be made daily until the Claimant is contacted.
- ii. The Contractor will return all telephone calls within one (1) working day.
- iii. All medical reports and copies of all correspondence will be mailed to the JBWCP Member Representative within three (3) working days.
- iv. The Contractor will request medical releases within five (5) working days of file make-up, and will follow-up every thirty (30) Days until received.
- v. The Contractor will request a wage statement for any Claimant earning less than maximum, as set by California legislature, within 5 days-notice of compensable disability.
- vi. Accurate Claim information, including the current status report, will be available to the JBWCP Member and the State online.

- vii. Communication with the Claimant will be available in the worker's primary language or translation available upon request.

5.5.10 Division of Workers' Compensation Audit Unit (Audit Unit) Requirements

- i. All JBWCP Member Claims will be administered in compliance with all Audit Unit standards.
- ii. Penalties resulting from failure to administer in compliance with Audit Unit standards will be promptly disputed or paid with clear documentation of Contractor versus the JBWCP Member error.
- iii. Reimbursement of Contractor penalties will be made in accordance with established [JBWCP Service Guidelines](#).

5.5.11 Litigation

- i. Cases will be assigned to those defense firms selected by the JBWCP Member from the approved vendor panel.
- ii. The Contractor will follow up with defense counsel if a case analysis is not completed within thirty (30) Days from date of referral.
- iii. All notices of medical appointments are to be sent by the Contractor to relevant parties.
- iv. The Contractor will attend all hearings unless the JBWCP Member waives attendance.
- v. Attorney bills will be audited for accuracy by the Contractor.
- vi. Subrogation will be pursued unless otherwise indicated by the JBWCP Member.

5.5.12 Finalization

- i. A request for authority will be sent to the JBWCP Member thirty (30) Days after receipt of the final permanent and stationary report on non-litigated cases.
- ii. In litigated cases, a request for authority will be sent to the JBWCP Member thirty (30) Days prior to defense counsel filing a Declaration of Readiness (DOR) to proceed, or five (5) Days after receipt of the DOR from applicant's counsel.

5.5.13 Rehabilitation

The Contractor will provide copies of all rehabilitation reports to JBWCP Member.

5.5.14 Confidentiality

Adherence to the Contractor's own internal confidentiality policy is required at all times. If there is a conflict or inconsistency, then Contractor's confidentiality and data security obligations to the Judicial Council in our agreement will prevail.

5.5.15 Reports

- i. The Contractor will provide monthly progress reports as specified in the RFP.
- ii. The Contractor will produce an annual loss run, with reserves valued at a date specified by the JBWCP Member for the JBWCP Member's annual actuarial report.

5.5.16 Fraud

- i. Every Claim will be reviewed prior to assignment for compensability. If the Contractor believes that the facts merit delay, investigation will be initiated with the JBWCP Member's approval.
- ii. Complex Claims requiring outside investigators will be assigned to vendors approved by the JBWCP Member and the Judicial Council.
- iii. All assignments will be limited and specific. The costs will be a portion of the Claim file's Allocated Loss Expense. Upon submission, the JBWCP Member Representatives will identify Claims that require delay and investigation procedures to be initiated. Additionally, the Contractor's staff will communicate with the JBWCP Member Representatives to identify submitted Claims that appear inappropriate.
- iv. Upon mutual agreement and with the JBWCP Member's approval, the Contractor will initiate and complete the appropriate investigation.

5.5.17 Case Closures

The Contractor's management will closely monitor performance in this area. Cases will be closed consistent with the California Labor Code and best Claim practices. Management reports by type, office, and region will be produced monthly, and reviewed by the Contractor's management to ensure that the goals are met.

5.5.18 Highest Standards of Fiscal Responsibility and Accountability

The Contractor will adhere to sound business practices and standards thus promoting the highest standards of fiscal responsibility and accountability.

5.6 Option Term Price Adjustment

The Judicial Council will perform periodic audits of the Contractor to measure the performance of the Contractor in the criteria outlined in **section 5.5** above. If the Judicial Council elects to extend the Term of the resulting Agreement, the Judicial Council may, at its sole option, implement a price adjustment, in accordance with the table below, provided that any price adjustment implemented by the Judicial Council (whether an increase or decrease) of the claims administration fees or rates in Section 8.6.2 may not exceed a maximum increase of **3.5%** for each Option Term as long as the below provisions are met or a reduction of **2%** if the results of the audit scores are below 80 percent. Notwithstanding the foregoing, regardless of any audit score 80 and above, the Judicial Council in its sole discretion may decide to not implement any payment increase.

Audit Score	Provisional Term
Above 95	Up to a maximum of 3.5% increase on the next option term
90-95	Up to a maximum of 2% increase on the next option term
80-89	0% increase on next Option Term
Below 80	Reduction of 2% of total Agreement cost

6.0 PRE-PROPOSAL CONFERENCE

The JCC will hold a pre-proposal conference on the date and time identified in Section 3.0, Timeline for this RFP above. The pre-proposal conference will be a **one-hour** session, held via **Zoom**. The purpose of the conference is to answer questions associated with the scope of work for the RFP. A copy of questions and answers will be posted on the court's website: <https://www.courts.ca.gov/rfps.htm> on the date identified in Section 3.0.

Attendance at the pre-proposal conference is optional. Proposers are strongly encouraged to attend.

If you are interested in joining the pre-proposal conference, please contact **Miki Novitski** (miki.novitski@jud.ca.gov) no later than one day before the pre-proposal conference along with questions, the high-level of topics and areas of the program you would like for the JCC to address during the conference. If you have concerns in meeting the

requirements of this RFP, please incorporate that into your questions. During the conference, Proposers will be permitted to ask three questions on a roundtable basis.

If time does not allow for us to address your questions and concerns, please be advised that questions can also be submitted as part of the RFP's Question and Answers portion of the RFP. Questions for this portion of the RFP are due by **1:00 p.m. Pacific Time on October 28, 2021.**

7.0 SUBMISSIONS OF PROPOSALS

7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" **Section 8.0** below. Color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

7.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

- a. **Technical Proposal** - The Proposer must submit via email the Technical Proposal as a separate Attachment from the Cost Proposal to the Solicitations mailbox at solicitations@jud.ca.gov

The Technical Proposal must be signed by an authorized representative of the Proposer. The Proposer must indicate on the Subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments

- b. **Cost Proposal** - The Proposer must submit via email their Cost Proposal as a separate Attachment from the Technical Proposal to the Solicitations Mailbox at solicitations@jud.ca.gov

The Cost Proposal must include all components required in **Section 8.6**. The Proposer must indicate on the Subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments.

- c. Submission acceptance will be based on the date and time the emails are received by the Judicial Council. Both emails must be received no later than the due date and time. **Late proposals will be rejected.**
- d. Only written proposals via email will be accepted. Proposals may not be transmitted by fax.

- e. The Judicial Council reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparing the proposal. Submitted proposals may be retained for official files and may become a public record.

8.0 PROPOSAL CONTENTS

A proposer's proposal in response to this RFP **must** contain all the elements set forth in this Section, and **must** conform to the requirements of **Section 7.0**, Submission of Proposals, to be considered complete. **A table of contents shall be included in the proposal, please title each section of the response with the corresponding section number below and assemble materials and draft all responses in this same order.** A Proposer's failure to include any required information or element of a Proposer's proposal, as set forth in this RFP, may result in the proposal being deemed non-responsive, and may result in the proposal being rejected without further evaluation.

8.1 Table of Contents.

- a. A table of contents including an index of the proposal contents and attachments.

8.2 Cover Letter. The original cover letter must be signed by an authorized representative of the Proposer. The letter must include:

- a. The Proposer's legal business name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- b. Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.

8.3 Subcontractors. The selected vendor may not assign or subcontract its rights or duties under the resulting Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the JCC. Identify any service(s) you intend to sub-contract to others. Provide a complete list of all proposed subcontractors, if any, with their legal business name, address, contact

person and their email address, telephone and fax numbers. If no subcontractors are proposed, then so state.

If Proposer intends to subcontract any services, please describe the process or standard to select qualified subcontractors.

The Selected vendor shall include any Subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor.

No subcontract shall relieve the Contractor of its responsibilities and obligations. The Contractor agrees to be as fully responsible to the JCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. Neither the JCC nor any other judicial branch entity shall have any obligation to pay any moneys to any subcontractor.

Notwithstanding any provision to the contrary, all subcontractors are subject to prior approval by the JCC. By submitting a proposal, the Proposer is declaring that it has confirmed that its subcontractors are in compliance with the certifications and requirements set forth in this RFP.

8.4 Evidence of Financial Solvency or Stability.

- a. The state in which the prime contractor was incorporated, if applicable.
- b. Number of years in business, and if applicable, for the previous three (3) years identify all mergers, acquisitions, and initial public offerings. If applicable, describe any pending agreements to merge or sell the firm.
- c. Indicate if the firm is a subsidiary or affiliate of another firm.
- d. If applicable, a statement of any bankruptcies filed by the Proposer and any lawsuits filed against the Proposer for malfeasance and a detailed listing of the adverse action, cause, number, jurisdiction in which filed and current status (provide a description of the outcome of any such legal action where there was a finding against the respondent or a settlement).
- e. Proof of financial solvency or stability (e.g. balance sheets and income statements).
- f. Recent mergers or acquisitions (if any).

8.5 Technical Proposal. The following information **must be** included in the technical proposal. A proposal lacking any of the following information may be

deemed non-responsive. Please draft your Technical Proposal based on the outline below:

- a. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- b. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services in the past 18 months (preferably public entities, long-term clients, or former clients no longer affiliated with the Proposer). The JCC may check references listed by the Proposer.
- c. A complete technical proposal should include the following in an easy to follow and outlined format:
 - i. Sample job posting through which Proposer recruits new applicants for available claims adjuster and supervisor positions, including internal training for staff, company benefits, minimum qualification standards, proof of competitive pay package (inclusive of the salary, benefits, and non-monetary offerings provided by the Proposer), and other evidence of a team-based culture.
 - ii. Proposed staffing level with bios for proposed account managers and team.
 - iii. Turnover rate for the office which will be assigned to the program.
 - iv. Proposer must provide a list of all firms that they cannot work with due to a conflict of interest.
 - v. Outlined experience the Proposer has with other public sector entities.
 - vi. Outlined plan of actively handling new and legacy claims.
 - vii. Protocol of handling claims submitted after-hours.
 - viii. Identify 24/7 nurse triage capabilities.
 - ix. Case management standards.
 - x. Example of Medical Bill Review/Hospital Bill Audit.
 - xi. Proposer's claim management approach including but not limited to action plans and ideas for program enhancements.
 - xii. Provide a detailed triage and takeover plan, a timeline for strategic review, and an action plan completion of existing legacy claim.
 - xiii. Provide your firm's policies and/or procedures for ongoing oversight of the claims adjusters' use of defense attorneys, investigative firms, NCM, coordination with the

- MPN or PPO, and medical management to ensure that services are provided in a timely, relevant, and compliant manner and adhere to the service requirements found in Section 2.0, Description of Services and Deliverables.
- xiv. Demonstrate how your firm ensures timely and compliant day-to-day administration of the members' WC claims.
 - xv. Please identify the strategic solutions that the Proposer will use to help identify claims that will benefit from a nurse triage. Include an outline of the nurse case management process that will be used by the Proposer. Also, include the telemedicine and nurse triage protocol in the process. Include example reports where possible.
 - xvi. Provide a sample listing of the PPO or MPN network to mitigate medical costs.
 - xvii. Provide the protocol for utilization review with some flexibility for express approvals by claims staff.
 - xviii. Provide a sample bill review. For example, providing per bill + percent of savings beyond the fee schedule.
 - xix. Outline any available discounts and provider programs that will reduce medical costs to JBWCP.
 - xx. Provide the protocol for establishing strong quality control mechanisms to ensure efficiency and minimize errors; and provide sample periodic outcome reports for all programs measuring percent of Network Provider penetration and percent of "high quality" provider penetration rate.
 - xxi. Identify the internal process and high-level approach of handling member-specific requirements. The internal policies amongst our members vary within our program. Please explain how the nuances will be handled.
 - xxii. Provide an example of the reports to identify trends with pro-active recommendations to mitigate further exposures and help develop policy recommendations for the program.
 - xxiii. Provide an example of the Administrative fees that incorporate outcome-based performance guarantees.
 - xxiv. Provide a sample of the RMIS. Please include all information and requirements outlined in **2.8**. Please be ready to demonstrate the RMIS during the interview process.
 - xxv. Outline RMIS capabilities in dashboarding, artificial intelligence and predictive modeling. Please feel free to also include the technology budget if available.
 - xxvi. Provide an example of the monthly, quarterly, and annual metrics detailing the status of open claims, number of

closed claims, incurred reserves, lost time, and KPIs; reports should also identify trends or gaps.

- xxvii. Provide the internal policies in place to promote staff development for all staff assigned to the program.
- xxviii. Provide the internal performance guarantee policy that list proposed KPI metrics used to evaluate the program's performance.
- xxix. Provide a proposed transition plan to transition from the current TPA for the JBWCP that clearly describes the timeframe and steps to ensure a smooth and successful transition as well as a thorough implementation plan.

d. Acceptance of the Terms and Conditions.

- i. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
- ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.

Note: A material exception, as determined by the Judicial Council in its absolute and sole discretion, to any of the terms and conditions (in Attachment 2) may render a proposal non-responsive.

e. Certifications, Attachments, and other requirements.

- i. The Proposer must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
- ii. The Proposer must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
- iii. The Proposer must complete the Payee Data Record Form (Attachment 6).
- iv. If Contractor is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Contractor is in good standing in California. If

Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. The Contractor shall provide a copy of their **Certificate of Status with the Secretary of State of California**. The Judicial Council may verify by checking with California's Office of the Secretary of State. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, **proof that Contractor is in good standing in its home jurisdiction**.

- v. Proposer must complete the Iran Contracting Act Certification (Attachment 7) and submit the completed certification with its proposal.
- vi. The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification (Attachment 8) and submit the completed certification with its bid.
- vii. Each DVBE that will provide goods and/or services in connection with the contract must complete the Bidder Declaration form (Attachment 12). If the Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration form (Attachment 11).
- viii. Proposer must complete the Proposal Checklist (Attachment 13) and submit a copy with its proposal.

8.6 Cost Proposal.

- 8.6.1 Payment for Claims. Provide a cost proposal that includes a detailed and itemized rate sheet with total cost per claim per claim category listed below, no other options will be considered at this time.
 - a. Medical Only Claim Handling – Per Claim
 - b. Lost Time Claim – Per Claim
 - c. Record Only Claim – Per Claim
 - d. Take Over Open Claim Fee – Medical and Indemnity – Per Claim
- 8.6.2 Claims Administration Cost. Provide a rate sheet that includes a summary of all fees and detailing services related to such fees, including, but not limited to:

- a. Minimum/Maximum Annual Fees (If Any)
- b. Service Fee/Set up Fee
- c. Implementation Fee (If Any)
- d. Data Transfer Fee, if any, to obtain claims data from previous TPA and format data into Company's formatting requirements
- e. Period of Claim Handling – i.e., annual, life of claim, life of continuous contract with City
- f. Provider Check Issuance Fee (If Any)
- g. Transition cost (If Any)

8.6.3 Medicare Agent Services and Medical Management Services

8.6.3.1 Provide a detailed line item cost proposal for Medicare Agent Services that includes but is not limited to:

Medicare Agent Service
Medicare Setup Fee
Monthly Maintenance Fee
Medicare Submission Reporting/Quarterly
Copy of Medicare Submission Reporting/Quarterly
Medicare Set-Aside Allocation Report
Other Medicare Agent Services charges

8.6.3.2 Detailed line item cost proposal for Medical Management Service that include but not limited to:

Medical Management Service
PPO Setup Fee
PPO Maintenance/Ongoing
MPN Setup Fee
MPN Maintenance/Ongoing
Prescription Drug Benefit Program Setup Fee
Prescription Drug Benefit Program Maintenance/Ongoing
Medical Bill Review Per Line Fee
Medical Bill Review Flat Fee Per Bill
Medical Bill Review Guaranteed Savings %
Utilization Review (Standard)
Utilization Review (Physician Review/Peer Review)
Nurse Case Management Triage
Nurse Case Management Telephonic Case Management (TCM)
Nurse Case Management Field Case Management (FCM)

8.6.4 Any additional costs not included above should be included in the rate sheet.

Provide pricing for life of the service agreement that include detail rates sheet for the initial 2-year term and the three (3) consecutive 2-year option terms. The claims administration fees or rates of the three (3) consecutive 2-year option term will be dependent on the tier structure for rate increases or decreases included in section 5.6 above.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

9.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for 120 days following the proposal due date. In the event a final contract has not been awarded within this period, the JCC reserves the right to negotiate extensions to this period.

10.0 EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents in Section 8.0. A responsive Proposal shall consist of all the required documents as listed in the Proposal Checklist (See **Attachment 13**). Any incomplete proposals may be deemed non-responsive or non-compliant and may be rejected by the Judicial Council. The Judicial Council will notify a Proposer if its proposal has been rejected.

The JCC will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Maximum possible points are included for each criterion listed, the points indicate relative weight or importance given to each criterion.

Award, if made, will be to the highest-scored proposal. If a contract will be awarded, the JCC will post an intent to award notice on the Courts website (www.courts.ca.gov/rfps) that will identify the selected service provider.

CRITERION	MAXIMUM NUMBER OF POINTS
<i>Quality of work plan submitted in the Technical Proposal (Specialized experience and technical competence)</i>	<i>10 Points</i>
<i>Experience with Public Entities, Pools and Capability of Handling Claims</i>	<i>15 Points</i>
<i>Organization's Culture, Reputation (employee incentives and staff) and Financial Stability</i>	<i>20 Points</i>
<i>Credentials of staff to be assigned to the project</i>	<i>12 Points</i>
<i>Acceptance of the Terms and Conditions</i>	<i>10 Points</i>
<i>Cost</i>	<i>30 Points</i>
<i>DVBE Incentive</i>	<i>3 Points</i>

11.0 INTERVIEWS

The JCC will be conducting interviews with Proposers to clarify aspects set forth in their proposals. The interview will be two parts conducted over **Zoom**. Interviews should include key staff, program manager, claims adjuster, and key executives.

The Proposer should be prepared to conduct a presentation during the first part of the interview.

The second part will focus on the account management and the proposed team that will be assigned to the program. The Proposer will also have an opportunity to include a RMIS demonstration.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT.

Except as required by law, the JCC will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the JCC's right to disclose information in the proposal, or

(b) requiring the JCC to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. **Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

13.1 Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

13.2 The Proposer will receive a DVBE incentive if, in the sole determination of the Council's staff, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, a number of points will be added to the score assigned to Proposer's proposal. The number of points that will be added as specified in **section 10** above.

13.3 To receive the DVBE incentive, at least three percent (3%) of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

13.4 If Proposer wishes to seek the DVBE incentive:

- a. The Proposer must complete and submit with its proposal the Bidder Declaration (**Attachment 12**). The Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
- b. The Proposer must submit with its proposal a DVBE Declaration (**Attachment 11**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If the Proposer is itself a DVBE, it must also complete and sign the DVBE Declaration (**Attachment 11**). If the Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration.

NOTE: The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

13.5 Failure to complete and submit these forms as required will result in Proposer not receiving the DVBE incentive. In addition, Council staff may request additional written clarifying information. Failure to provide this information as requested

will result in Proposer not receiving the DVBE incentive.

- 13.6 If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the JCC approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

14.0 DEFINITIONS

- A. **“AOE”** is an acronym for “arising out of employment.”
- B. **“Claims”** means a demand by an employee who claims to have sustained an injury or an illness arising **out of employment (AOE), or in the course of employment (COE)**.
- C. **“Claimant”** means an employee of a JBWCP Member who files a Claim for Workers' Compensation.
- D. **“Claims Adjusting”** means the processing of Claims, including New Claims, Existing Claims, Runoff Claims, and Data Conversion that includes, but is not limited to: certifying a Claimant's eligibility; monitoring examiners, attorneys and medical service providers; negotiating settlements; record-keeping; preparing reports; and, notifying excess insurers as appropriate.
- E. **“Closed Claim”** means (i) Claim files closed by settlement which precludes their reopening, (ii) administratively closed files which may be subject to reopening for the life of the Claimant, or (iii) files closed by settlement which could later be reopened.
- F. **“COE”** is an acronym for “in the course of employment.”
- G. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- H. **“Day”** means calendar day, unless otherwise specified.
- I. **“Existing Claim”** refers to any open or closed Incident, Indemnity, or Medical Claim of a JBWCP Member's employee, for which Claims Administration and Data Conversions becomes the responsibility of the Contractor, upon the Effective Date of this Agreement.
- J. **“Field Case Management”** or **“FCM”** refers to the Medical Management Service pertaining to the initial contact that the Nurse Case Manager (NCM) will make with the Claimant, the claims examiner, the medical provider, and the JBWCP Member

Representative within 24 – 48 hours to direct care, apply medical decision to treatment plan, and review protocols of treatment and work on issues of return-to-work.

- K. **“Hospital Bill Audit”** refers to the Medical Management Service pertaining to the retrospective audit which is designed to identify inappropriate charges, duplicate charges, billing errors, identification of services rendered without appropriate physicians' orders, and identification of charges not related to the patients' work injury.
- L. **“Incident”** means a communication to the Contractor in any form relating to a situation that does not involve a Workers' Compensation Claim, **or** a notification of an incident that may result in a Claim for Workers' Compensation pending further investigation.
- M. **“Indemnity Claim”** or **“Lost Time”** refers to a Workers' Compensation Claim as defined in Labor Code Section 4652, where an employee has lost three (3) or more days from work, unless temporary disability continues for more than fourteen (14) days or unless the employee is hospitalized as an in-patient for treatment required by the injury.
- N. **“Industrial Disability Leave”** or **“IDL”** refers to a salary continuation program designed to supplement or function as an alternative to the WC benefit.
- O. **“Medical”** refers to that portion of a Workers' Compensation Claim involving medical treatment, but does not include an Indemnity or Lost Time Claim.
- P. **“Medical Bill Review”** refers to the Contractor's Medical Management Service pertaining to the reviewing medical bills and pharmacy bills for the proper application of the state of California's official Workers' Compensation medical fee schedule in effect during the Term(s) of the Contract.
- Q. **“Medical Management Service”** means the medical service(s) relying primarily upon negotiated fee schedules, provided by a network of contracts between the Contractor and health care providers, and other cost controls, including the auditing of medical bills (i.e. bill reviews), as described in RFP Section 2.4.
- R. **“Medical Provider Network”** or **“MPN”** means a select entity or group of providers, approved by the Administrative Director, Division of Workers' Compensation, Department of Industrial Relations, State of California, to treat WC injuries on behalf of a self insured employer or insurance carrier.
- S. **“Medicare Agent Services”** refers to the services provided by the Contractor under designation by the State as Medicare Agent and as a Responsible Reporting Entity (RRE), in complying with the mandatory quarterly electronic reporting requirements issued by the Centers for Medicare/Medicaid Services (CMS) under the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) regarding certain injured parties who are Medicare beneficiaries.
- T. **“Medicare Set-Aside”** refers to when a portion of a Claimant's WC settlement is set aside to pay for future medical or prescription drug services related to the injury, illness,

or disease. The amount of the set aside is determined on a case-by-case basis and reviewed by Centers for Medicare/Medicaid Services (CMS), when appropriate.

- U. **“New Claim”** means any Incident, Indemnity Claim, or Medical Claim that is either (i) newly reported as a new injury or illness arising **out of employment (AOE), or in the course of employment (COE)**, or (ii) a Claim that is reopened. If a Claim that has been closed by the Contractor is subsequently reopened by the Contractor during any Term(s) of the Agreement, the Contractor will not be entitled to an additional service fee.
- V. **“Nurse Case Management”** or **“NCM”** refers to the collaborative process of assessment, planning, facilitation and advocacy for options and services to meet a Claimant’s individual medical needs, and ultimate return to work, through communication and available resources to promote quality cost-effective outcomes.
- W. **“Peer Review”** refers to the Medical Management Service in which an individual case by case review of treatment for medical necessity and appropriateness is conducted by a licensed health care provider in the same profession as the health care provider whose services are being reviewed.
- X. **“Preferred Provider Organizations (PPO) Network”** or **“PPO Network”** refers to the Medical Management Service pertaining to the provider organizations used by the Contractor to leverage coverage of medical treatment, including but not limited to: general medicine, internal medicine, occupational medicine, chiropractic, neurology, orthopedics, psychiatry, podiatry, dentistry, physical therapy, and acupuncture, pharmaceuticals, radiology, and ancillary providers such as home health, skilled nursing, durable medical equipment (orthotics and prosthetics, medical supplies, TENS, and bone growth stimulators), air and ground transport.
- Y. **“Risk Management Information System”** or **“RMIS”** refers to computerized claims management or risk management information systems that assist in consolidating claims, policy, and exposure information and provides the tracking and management reporting capabilities to enable the user to access, enter, monitor, and control claims data.
- Z. **“Runoff Claim”** refers to any Incident, Indemnity, or Medical Claim of a Trial Court employee that has been administered by a designated agent or the county in which the Trial Court is located, for which Claims Administration and/or Data Conversion will become the Contractor’s responsibility.
- AA. **“Trust Account”** refers to the pooled trust account of public funds established by the Contractor in a nationally chartered financial institution, in good standing with regulatory agencies and with a minimum rating of Morningstar 3, which is insured at 110% collateralization, for the payment of Workers’ Compensation benefits, Allocated Loss Expenses, and Medical Management Service Charges to individual Claim files.
- BB. **“Utilization Review”** refers to Medical Management Service pertaining to the telephonic contact that will be made by the Contractor’s utilization management staff to

both the JBWCP Member Claimant and the provider in order to assess the injury and the medical treatment. Under Utilization Review, the Contractor will review for a specific procedure or block of treatment, including physical therapy, chiropractor review, hospital pre-certification, concurrent review, and discharge planning. Bills for MPN providers shall not be subject to Utilization Review.

CC. **“Workers’ Compensation”** or **“WC”** refers to the employer’s responsibility to compensate injuries, illnesses, disabilities, or death of employees, as prescribed by California Workers’ Compensation laws.

DD. **“Workers’ Compensation Program”** or **“Program”** or **“Judicial Branch Workers’ Compensation Program”** or **“JBWCP”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State, and the JBWCP Members.

15. PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is **November 10, 2021** (Indicate Solicitation Number and Name of Your Firm in the email subject line). Protests must be sent to:

Judicial Council of California
Branch Accounting and Procurement, Administrative Division
Attn: Protest Hearing Officer, RFP Number: **HR-2021-27-DM**
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688