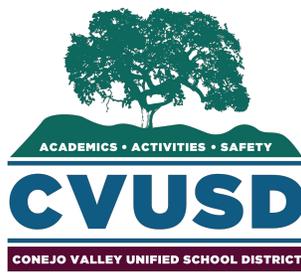




Request for Quotations

WORKERS' COMPENSATION CLAIMS ADMINISTRATION
MANAGED CARE SERVICES

Responses due by January 31, 2019 at 5:00 p.m. PT
Conejo Valley Unified School District
Armond Sarkis, Risk Manager
750 Mitchell Road
Thousand Oaks, CA 91320 and via email: ASarkis@conejousd.org



January 4, 2019

Dear Potential RFQ Respondent:

Conejo Valley Unified School CVUSD (“CVUSD”) invites you to respond to this Request for Quotations – Workers’ Compensation Claims Administration and Managed Care Services (this “RFQ”). Please see Part III - Specifications for program requirements. Quotes for any other programs or services will not be considered. Program effective date is July 1, 2019. You may quote on any of the programs/services you are qualified to provide, and you are welcome to partner with any other service provider to provide a comprehensive response to this RFQ.

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

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

CVUSD is also particularly interested in receiving quotations that provide a multiyear cost guarantee.

Your response to this RFQ is due no later than **January 31, 2019 at 5:00 p.m. PT**. Submissions received after that date will not be considered. All questions, clarifications, or comments shall be submitted in writing (email OK) by **January 14, 2019**. Interviews (if you are selected for participation) have been scheduled for **February 7, 2019** at the CVUSD offices located in Thousand Oaks, CA. Second interviews for finalists are scheduled for **February 20, 2019**. A notice of intent to award will be announced on or about **March 4, 2019**.

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

- A. workers’ compensation loss run (10 years) valued as of 11/30/18;
- B. public self-insurers’ annual reports (2015-16, 2016-17, and 2017-18).

All inquiries, communications, and RFQ submissions are to be provided electronically plus one (1) hard copy, sent to the following contact:

Armond Sarkis, Risk Manager
**Conejo Valley Unified School
District**
750 Mitchell Road
Thousand Oaks, CA 91320
Office: (805) 498-4557 ext 165
Email: ASarkis@conejousd.org

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

Best Regards,

Victor P. Hayek, Ed.D.
Assistant Superintendent, Business Services
Conejo Valley Unified School District

PART I: SUMMARY

A. Brief Description of CVUSD

Conejo Valley Unified School District (CVUSD) is a Public School District located in the City of Thousand Oaks, County of Ventura (the “County”), State of California (the “State”). It serves Thousand Oaks, California and its subsections Newbury Park and the Ventura County section of Westlake Village.

CVUSD is comprised of 20 elementary schools, one K-8 school, 4 middle schools, 3 comprehensive high schools, 2 alternative high schools, and an adult school. CVUSD has an approximate student population of 17,600. CVUSD is governed by a Board of Education. The day-to-day operations are administered by CVUSD’s Superintendent as supported by additional administration and staff.

More information about CVUSD is available online at <http://www.conejousd.org>

B. Brief Description of Requested Services

For the purposes of this RFQ, CVUSD desires to execute a contract or contracts for the provision of two types of third party administrative services: (i) workers’ compensation claims administration, (ii) managed care services, all as further described in this RFQ. Respondents can offer services in both areas, or any combination thereof. The successful provider(s) shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material necessary to provide the services herein described. CVUSD aims to enter into a contract or contracts with services commencing on or about **July 1, 2019**.

C. Overview of RFQ Requirements

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

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

D. Overview of RFQ Timeline

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

RFQ Item	Date (and time, if applicable)
RFQ Issue Date	January 4, 2019
Deadline for questions	January 14, 2019 at 5:00 p.m. PT
Proposal Deadline	January 31, 2019 at 5:00 p.m. PT
First Round of Interviews	February 7, 2019
Second Round of Interviews	February 20, 2019
Anticipated Notice of Intent to Award	March 4, 2019
Protest Deadline	March 7, 2019 at 11:00 a.m. PT
Protest Reply Deadline	March 12, 2019 at 11:00 a.m. PT
Anticipated Protest decisions, if applicable	March 18, 2019
Anticipated Contract award	No later than April 3, 2019
Anticipated start of Contract	July 1, 2019

PART II: INSTRUCTIONS

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

1. **RFQ is Integral to Contract.** Respondents shall carefully review this RFQ, including, but not limited to, the letter from the Assistant Superintendent, Business Services, Summary, these Instructions, the Specifications, any Addenda, and any and all forms. In the event of a contract award, the entire RFQ shall be incorporated by reference into the final agreement. The failure of a respondent to understand the conditions in and under which the services contemplated hereunder are to be performed, or to examine and understand any part of this RFQ, shall not relieve the respondent from any obligations under this RFQ. If a respondent is in doubt as to the true meaning of any part of this RFQ, or finds any conflict, omission or other discrepancy in any part of this RFQ, the respondent must submit to CVUSD a written request for an interpretation, clarification or correction of this RFQ, all in accordance with the procedures set forth in paragraphs 2 and 3. The submission of a proposal shall be deemed and construed as a representation and warranty by the respondent that the respondent understands and agrees with this RFQ. Furthermore, by submitting a proposal, each respondent agrees that, if awarded a contract, the respondent shall timely execute the contract, and comply with all the terms and conditions set forth in the contract and this RFQ.

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

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

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

b. Appendix A: Cost Table and Respondent Questionnaire.

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

c. Appendix B: Supplemental Questionnaire.

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

d. Appendix C: Non-Collusion Declaration.

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

e. NOTE:

Respondents are not required to submit the entire RFQ with their RFQ responses and are strongly discouraged from doing so.

f. NOTE:

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

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

a. Corporations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Delivery by mail or hand: Respondents shall submit one (1) original signed copy of their RFQ response in a sealed envelope that is clearly labeled "**CVUSD RFQ Response – [Insert Respondent's Name]**." Respondents shall insert their name in the space labeled "Insert Respondent's Name." RFQ responses must be delivered to CVUSD before the RFQ Response Deadline at the following address (hereinafter referred to as the "CVUSD Address"):

Armond Sarkis, Risk Manager
Conejo Valley Unified School District
750 Mitchell Road
Thousand Oaks, CA 91320
Email: ASarkis@conejousd.org

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

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

13. RFQ Response Deadline. The RFQ Response Deadline is **January 31, 2019 at 5:00 p.m. PT.** Late proposals will not be accepted. Each respondent is solely responsible for timely delivery and receipt of its RFQ response, regardless of external factors such as traffic, weather, parking issues, lines at CVUSD’s reception desk, problems with couriers, inadvertent diversion of electronic RFQ responses into “junk mail,” delayed receipt of electronic emails, problems with servers, computer “crashes” or other matters. Respondents shall assume all risks associated with delivery of their respective RFQ responses. CVUSD shall in no manner whatsoever be responsible for the timeliness or receipt of RFQ responses. Additionally, CVUSD’s determination of timeliness shall be conclusive. CVUSD will not consider arguments that its method of calculating timeliness is erroneous or flawed (e.g., that CVUSD’s clock is inaccurate). Respondents are encouraged to deliver their RFQ responses to CVUSD well in advance of the RFQ Response Deadline and to otherwise factor in contingencies such as traffic, parking, problems with electronic delivery, etc. when arranging for delivery of their RFQ responses.

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

15. Modifying or Superseding a RFQ response. A respondent may modify or supersede an RFQ response that the respondent already submitted to CVUSD only if the respondent (a) submits the modified, complete RFQ response to CVUSD before the RFQ Response Deadline, and (b) simultaneously provides CVUSD with written notice that the modified RFQ response supersedes the prior RFQ response. Any modified RFQ response must be a complete RFQ response that fully complies with the instructions set forth in this RFQ. CVUSD will not accept any oral modification or any modification sent via facsimile. CVUSD will replace any prior RFQ response with a modified RFQ response that is complete, timely submitted and complies with this RFQ. CVUSD will reject any modified RFQ response that is

incomplete, not timely received, or otherwise does not comply with this RFQ. If CVUSD rejects a modified RFQ response, then CVUSD will review and evaluate the prior RFQ response, unless it was withdrawn in accordance with these Instructions. If a respondent properly modifies its RFQ response, then the respondent shall only have rights to appeal CVUSD's decision regarding the modified RFQ response and shall have no right of appeal with respect to the original RFQ response. Conversely, if a respondent attempts to modify an RFQ response but fails to timely do so, the respondent shall only have rights of appeal with respect to the original RFQ response.

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

17. Review of RFQ responses. CVUSD shall review each RFQ response for the following threshold matters.

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

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

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

d. Additional Information. CVUSD expressly reserves the right to request additional and/or clarifying information from respondents, including, but not limited to, (i) workers' compensation loss run (10 years) valued as of 11/30/18; (ii) public self-insurers' annual reports (2015-16, 2016-17, and 2017-18).

18. Interviews. Based upon CVUSD's review of the RFQ responses, as explained in paragraph 17, above, CVUSD intends to invite certain respondents to participate in an interview process. Initial interviews will occur on **February 7, 2019** at the CVUSD office. Second interviews for finalists will occur on **February 20, 2019** at the CVUSD office. Further instructions about interviews will be provided to applicable respondents. CVUSD reserves the right to adjust the interview dates as needed or otherwise advisable.

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

20. Notice of Intent to Award. On or about **March 4, 2019**, CVUSD shall provide all respondents a notice indicating which respondent, if any, CVUSD intends to award the contract (the "Notice of Intent to Award").

21. Protests. All RFQ protests (each a "Protest") shall comply with the following procedures.

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

b. Protests shall be submitted to CVUSD by not later than **March 7, 2019 at 11:00 a.m. PT** (the "Protest Deadline").

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

d. By the Protest Deadline, the protesting respondent shall also provide a written copy of the Protest to the respondent subject to the Protest. Failure to serve the Protest upon the respondent subject to the Protest may be grounds for CVUSD to deny the Protest. A respondent whose RFQ response has been protested by another respondent may submit to CVUSD a written response to the Protest (each a "Protest Reply"). The Protest Reply shall be

submitted to CVUSD no later than **March 12, 2019 at 11:00 a.m. PT** (the “Protest Reply Deadline”).

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

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

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

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

i. CVUSD anticipates making any protest decisions by **March 18, 2019**. CVUSD’s decision with respect to any Protest shall be final with no further review by or appeal to CVUSD.

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

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

22. Final Contract Award. The final contract award shall be made no later than **April 3, 2019**, which shall be subject to execution of a contract acceptable to CVUSD in its sole discretion.

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

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

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

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

(ii) recover any losses incurred by CVUSD due to the false, inaccurate or misleading information.

27. Public Records. All materials submitted in response to this RFQ shall immediately become the property of CVUSD and shall be returned only at CVUSD's option and at the expense of the vendor submitting the proposal or RFQ response. Subsequent to opening of the RFQ responses, the RFQ responses shall become public records, subject to disclosure under the California Public Records Act (Government Code Sections 6250, et seq.) (the "CPRA"). CVUSD shall not provide advice to respondents regarding the applicability of the CPRA to their respective RFQ responses. By submitting a RFQ response, respondents are deemed to understand and accept that their RFQ responses may be subject to disclosure under the CPRA. In the event that any respondent submits information in its RFQ response that constitutes a trade secret as that term is defined in California Civil Code Section 3426.1(d), or that is otherwise exempt by law from disclosure to the public, and prominently labels that information as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," as applicable, the information may not be subject to disclosure. If respondents indiscriminately label all or most of their RFQ responses as exempt from disclosure, without justification, then their RFQ responses may be rejected as non-responsive. Respondents submit RFQ responses at their sole expense and risk. In no event shall CVUSD be liable to any interested party, including, but not limited to, any respondent, for the disclosure of any information set forth in any RFQ response, regardless of whether the disclosure is required by law or court order, or occurs through the inadvertence, mistake, or negligence of CVUSD or its officers, employees, contractors, or consultants. Respondents shall be solely responsible and liable for prosecuting or defending any action concerning disclosure of information in their respective RFQ responses under the CPRA, and respondents shall hold CVUSD harmless from all costs and expenses, including, but not limited to, attorneys' fees in connection with any such action. In accordance with applicable law and CVUSD policy, CVUSD may eventually destroy or otherwise dispose of proposals without prior notice and without any right of recourse to a respondent.

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

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

30. Reservation of Rights. CVUSD reserves the right to reject any and all RFQ responses, and to waive any informality or irregularity in the RFQ responses, or any portion thereof, and/or the RFQ process. CVUSD will reject as non-responsive any RFQ responses

containing irregularities that are not minor irregularities, including, but not limited to, any RFQ response that is materially incomplete. Furthermore, CVUSD reserves the right to reject the RFQ response of any respondent that is or has been in arrears to CVUSD, or that is otherwise in default of any contract with CVUSD. CVUSD also reserves the right to consider any such arrears or default in its evaluation of the respondents.

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

32. Questions, Clarifications, Corrections. If a respondent has questions about any part of this RFQ, written questions are to be submitted via email to Armond Sarkis at ***ASarkis@conejousd.org***. The deadline for questions is **5:00 p.m. PT on January 14, 2019**. Potential respondents are responsible for reading the questions and answers, which will be posted on CVUSD's website. To view any RFQ questions and answers, please visit www.CVUSD.org. CVUSD shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

END OF INSTRUCTIONS

PART III: **SPECIFICATIONS**

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

A. PROGRAM REQUIREMENTS

- Claims office must be located within 50 miles of the CVUSD office located at **1400 East Janss Road, Thousand Oaks CA 91362**. The shortest driving distance according to Google Maps will be used to determine distance between your office and CVUSD's address mentioned earlier.
- Attendance at quarterly File Review meetings (quarterly).
- Attendance at monthly Strategy and Status Meetings (monthly).
- CVUSD Specific Claims Handling Protocols. This will become an integral part of the agreement.
- CVUSD Preferred Service Provider Panel.
- CVUSD Preferred Defense Attorney Panel.
- CVUSD owned trust accounts on all programs.
- CVUSD will maintain the right of refusal of staff members assigned to the account at any time.

B. MINIMUM STAFFING REQUIREMENTS

Workers' Compensation Program Staff:

- It is highly desirable that all staff assigned to the CVUSD account have California school district workers' compensation experience. Mandatory and required staffing:
 - One (1) Account Manager/Claims Director (10+ years of experience)
 - One (1) Supervisor (10+ years of experience)
 - One (1) **dedicated** Senior Claim Examiner (7+ years of experience which includes California schools) – Caseload: 120 files maximum
- A combination of following staffing as see fit by Account Manager/Claims Director and previously agreed by CVUSD.
 - One (1) Claims Assistant/MO Clerk (2+ years of experience)
 - One (1) Claims Assistant (1+ years of experience)
 - One (1) Future Medical Claim Examiner or Clerk (3+ years of experience)

END OF SPECIFICATIONS

PART IV: FIVE-YEAR DATA SNAPSHOT

These tables represent a five-year snapshot of CVUSD workers' compensation program data. These tables are provided to give potential respondents an idea of the scope of what CVUSD processes.

Year	2014	2015	2016	2017	2018
Payroll	\$ 114,125,608	\$ 117,658,398	\$ 124,985,966	\$ 123,218,861	\$ 126,022,820
Number of Employees	2,722	2,876	2,881	2,841	2,894
Indemnity Claims	32	47	48	47	52
Medical Only and First Aid Claims	10	14	11	20	53
Total Number of Claims	42	61	59	67	105

APPENDIX A -COST TABLE AND RESPONDENT QUESTIONNAIRE

Section I : Workers' Compensation Claim Administration Costs

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

Name of Your Firm:

Claims Administration	Life of Claim	Contract Year 2019-20	Price 2020- 21	Price 2021- 22
Indemnity Claims				
Medical Only				
Tail claims services				
Tail claims data conversion				
On-line claims access				
Special Ad-Hoc claims reports				
On-line 5020 submission				
Investigation/Sub-rosa				
Medicare set-aside services				
Medicare Reporting				
MSA's with CMS approval				
SSDI checks				
Medicare checks				
Conditional payments/reviews				
Index reports				
Third party subrogation fees				
Client specific claim handling protocols				
Other service enhancements				

Appendix A, Section I Questionnaire: Workers' Compensation Claim Administration Services

Please respond to the following:

1. What is the salary range for supervisors, senior claim examiners and claim assistants at your firm?
2. Are they eligible for bonuses?
3. What type of training is provided to staff and how often?
4. Can staff work remotely?
5. What is your firm's claims examiner retention rate for the last five years?
6. Does your firm have internal quality control standards or audits? If so, please explain.

7. What is your firm's philosophy on litigated claims?

8. A workers' compensation drug formulary regulation became effective January 1, 2018.
 - a. Please explain what efforts your firm performed in preparation for this new requirement.

 - b. Describe what actions your firm implemented to wean injured workers off non-exempt drugs.

 - c. Describe the claims examiner's role in the weaning process.

 - d. What is your firm's success rate in reducing the use of non-exempt drugs?
9. Please identify your firm's preferred vendors, services they provide and fees.

10. Does your firm have an internal Special Investigations Unit (SIU) department? If not, please explain your SIU model.
11. Identify claims system software.

APPENDIX A -COST TABLE AND RESPONDENT QUESTIONNAIRE

Section II : Managed Care Services Costs

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

Name of Your Firm:

Managed Care Services	Life of Claim	Contract Year 2019-20	Price 2020- 21	Price 2021- 22
Medical bill review				
PPO/Specialty Negotiations				
Nurse case management - Field				
Nurse case management - Telephonic				
Customized MPN				
MPN application fee				
MPN access fee				
UR pass thru authorizations				
UR Reviews				
Medical Director/Peer Reviews/Appeals				
Prescription benefit program				
Injury triage or similar service				
IT services and programming to map with TPA services				
Other service enhancements				

Regarding Managed Care Services, please provide following additional information:

1. Identify the company(ies) providing the above services and disclose all ownership and/or financial interest(s).
2. Describe your firm's bill review and/or UR system and identify your electronic data interface capabilities with the TPA claims system.
3. Describe your firm's PPO network and how your firm will ensure maximum access and savings.
4. What are the average Bill Review and PPO savings for the last five years?
5. Is your firm's MPN leased or owed? If leased, please identify the provider.
6. How will your firm assist CVUSD with a customized MPN?
7. A workers' compensation drug formulary regulation became effective January 1, 2018:
 - a. Please explain what efforts your UR services performed in preparation for this new requirement.
 - b. What protocols did your UR services implemented to wean injured workers off non-exempt drugs?
 - c. What assistance does your UR services provide to the claim examiners with the weaning process?
 - d. What is your UR services success rate in reducing the use of non-exempt drugs?
8. Who handles the UR pass through authorizations and follow-up notices?
9. What percentage of UR requests have been denied monthly by your firm? Please provide data for the last five years.
10. What is your firm's success rate on Independent Medical Reviews for the last two years?

APPENDIX C – NONCOLLUSION DECLARATION

The undersigned declares:

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

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

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

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

(City, County and State)

By: _____
(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Address)

(Phone Number)

(City, State, Zip)

(Email Address)