

MIAMI BEACH

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SECTION 0100 **INSTRUCTIONS TO PROPOSERS**

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the “City”), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and revenue proposals (the “proposal”) to the City for the City’s consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the “contractor[s]”) if this RFP results in an award.

The City utilizes Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE. The City of Miami Beach (the “City”) is approved by the Florida Department of Labor and Employment Security/Division of Workers’ Compensation to self-insure for workers’ compensation. The Division of Workers’ Compensation requires that the claims administration be provided by a State Certified Workers’ Compensation Claims Administrator. Therefore, the City is seeking the professional services of an experienced and qualified firm to provide services as a third-party administrator for workers compensation.

The City is self-insured for workers compensation and the selected third-party administrator pays all claims and allocated loss adjusting expenses from the Risk Management Claims account. There is a separate account for legal fees incurred by our two outside workers’ compensation attorneys. The budget for both accounts are set each year based an actuarial projections.

The City has approximately 2,184 employees, and averages 365 claims annually with approximately two-thirds of the claims being medical-only.

On February 1, 2014, the City entered into an Agreement with CorVel Enterprise Comp, Inc. to provide third party claims administration services for its self-insurance Worker’s Compensation program pursuant to RFP 2014-302-SW. The Agreement had an initial term of two (2) years, that commenced on February 1, 2014, and ended on January 31, 2016. Three (3) one-year renewals were exercised, from February 1, 2017 through January 31, 2019. On October 16, 2019, pursuant to Resolution No. 2019-31021, the Mayor and City Commission approved by 5/7th vote Amendment No.1 extending the Agreement for two (2) additional years. The Agreement is presently scheduled to expire January 31, 2022.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

| | |
|---|-------------------------------|
| RFP Issued | July 29, 2021 |
| Pre-Proposal Meeting | August 11, 2021 @10:00AM EST |
| Deadline for Receipt of Questions | August 23, 2021 @ 5:00PM EST |
| Responses Due | September 1, 2021 @3:00PM EST |
| Evaluation Committee Review | TBD |
| Proposer Presentations | TBD (if applicable) |
| Tentative Commission Approval Authorizing | TBD |

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| | |
|-----------------------|-------------------------------|
| Negotiations | |
| Contract Negotiations | Following Commission Approval |

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
William Garviso, CPPB

Telephone:
(305) 673-7490

Email:
WilliamGarviso@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov, or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting **shall be via telephone** and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

- (1) Dial the TELEPHONE NUMBER: +1 786-636-1480 (Toll-free North America)
- (2) Enter the MEETING NUMBER 302 186 877#

Proposers who are participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective proposer who has received this RFP by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

9. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or

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failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

10. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Manager may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

11. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

12. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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SECTION 0200

GENERAL CONDITIONS

TERMS & CONDITIONS –SERVICES. By virtue of submitting a proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (version dated April 13, 2020), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire
2. Failure to comply with Minimum Eligibility Requirement (See Appendix A, Section A1).
3. Cost Proposal (Tab 4).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to include the Bid Submittal Questionnaire (completed and submitted electronically) and the Cost Proposal with its bid and by the deadline for submittals shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically) and the Cost Proposal, the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

4. ELECTRONIC PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

TAB 1 Cover Letter & Minimum Qualifications Requirements

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualification requirements established in Appendix A, Minimum Requirements and Specifications.

1.3 Supplemental Questions. Submit verifiable information in response to the supplemental questions established in Appendix E, Supplemental Questions.

TAB 2 Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals in providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. As part of its response list project(s) with experience being a Third-Party Administrator (“TPA”) for Workers’ Compensation for Florida local government(s) for a minimum of five (5) consecutive years. For each project that the Proposer submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

2.2 Qualifications of Proposer Team. Include proposed primary contact for the City of Miami Beach, and a secondary contact to serve in the absence of the primary contact. Submit resumes of proposed primary and secondary contact persons for verification purposes. Additionally, provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members’ qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

TAB 3 Approach and Methodology

Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to:

- Excess Workers’ Compensation Liability Insurance
- Claims Handling of Past and Future Claims
- Claims Administration
- Record Keeping and Audits
- Banking, Reporting and Billing
- Staffing and Personnel
- Loss Fund Management.

TAB 4 Cost Proposal

Submit a completed Cost Proposal Form (Appendix B).

SECTION 0400

PROPOSAL EVALUATION

1. EVALUATION OF PROPOSALS. All responsive proposals will be evaluated in accordance with this section. If more than one proposal is received, the City Manager may appoint an Evaluation Committee to consider and provide feedback on the qualitative factors of each proposal. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. In the evaluation of proposals, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. Failure to provide the requested information within the time prescribed may result in the disqualification of proposal.

2. QUALITATIVE FACTORS (QUALIFICATIONS, SCOPE AND APPROACH), COST PROPOSAL AND VETERAN’S PREFERENCE. The Evaluation Committee shall only consider qualitative factors. The Evaluation Committee shall not consider quantitative factors (e.g., cost) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Sub-section 4 below. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the following criteria. The Procurement Department will assign points for Veteran’s Preference, pursuant to Ordinance No. 2011-3748, as applicable.

| Qualitative Criteria | Maximum Points |
|---|-----------------------|
| Proposer Experience and Qualifications | 40 |
| Approach and Methodology | 30 |
| TOTAL AVAILABLE POINTS for Qualitative Criteria | 70 |
| Cost Proposal | 30 |
| Veteran’s Preference Points | 5 |
| TOTAL AVAILABLE POINTS for Qualitative and Veteran’s Preference Criteria | 105 |

EVALUATION COMMITTEE RANKING FOR QUALITATIVE CRITERIA ONLY. The sum of qualitative scores will be converted to rankings in accordance with the example below.

| | | Proposer A | Proposer B | Proposer C |
|----------------------------|--------------------|-------------------|-------------------|-------------------|
| Committee Member 1 | Qualitative Points | 82 | 76 | 80 |
| | Rank | 1 | 3 | 2 |
| Committee Member 2 | Qualitative Points | 79 | 85 | 72 |
| | Rank | 2 | 1 | 3 |
| Committee Member 2 | Qualitative Points | 80 | 74 | 66 |
| | Rank | 1 | 2 | 3 |
| Low Aggregate Score | | 4 | 6 | 8 |
| Final Ranking* | | 1 | 2 | 3 |

3. QUANTITATIVE FACTORS. Quantitative factors shall not be considered by the Evaluation Committee.

Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

| Sample Objective Formula for Cost | | | | |
|--|-----------------------------|--|--|-----------------------------|
| Vendor | Vendor Cost Proposal | Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.) | Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to | Total Points Awarded |
| Vendor A | \$100.00 | 20 | $\$100 / \$100 \times 20 = 20$ | 20 |
| Vendor B | \$150.00 | 20 | $\$100 / \$150 \times 20 = 13$ | 13 |
| Vendor C | \$200.00 | 20 | $\$100 / \$200 \times 20 = 10$ | 10 |

4. DETERMINATION OF AWARD. The City Manager shall consider qualitative and quantitative factors, in accordance with Sub-section 2 and 3 above, to recommend the proposer(s) he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Manager may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

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APPENDIX A

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Minimum Requirements & Specifications

2021-224-WG
CLAIMS ADMINISTRATION SERVICES
BY A THIRD-PARTY ADMINISTRATOR
FOR WORKERS' COMPENSATION

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

A1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Bidder shall submit the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to comply with minimum requirements shall be deemed non-responsive and shall not have its bid considered.

The proposer must be a Qualified Servicing Entity with the State of Florida, Department of Financial Services, Division of Workers' Compensation (per 69L-5-229 Florida Administrative Code)

A2. Scope of Work. Statement of Work Required. The City of Miami Beach (the "City") is approved by the Florida Department of Labor and Employment Security/Division of Workers' Compensation to self-insure for Workers' Compensation. The Division of Workers' Compensation requires that the claims administration be provided by a State Certified Workers' Compensation Claims Administrator. Therefore, the City is seeking proposals for third party claims administration services for its self-insurance Worker's Compensation program.

Maintaining a fully staffed office, including the Accounts Manager, near the City of Miami Beach or with the ability to arrive within two (2) hours request to attend meetings and provide training is important to the City.

Proposers must submit cost proposal for the entire scope of services requested. Proposals to handle only selected parts of the scope will not be considered. It is understood by the successful proposer that all services are to be provided by the proposer's employees and cannot be contracted out to another party without the prior approval of the City. The anticipated commencement date of the contract will be February 1, 2022.

A3. Specifications. The administrator will provide all specified adjusting services for all claims as well as all other required services, such as administrative, managed care/medical case management, computerized claims/loss statistical information (RMIS) and banking/loss fund reconciliation. The specific required services are outlined in greater detail within this request for proposals.

3.1. City Workforce, Ordinances and Collective Bargaining

The City has approximately 2,184 employees, and averages 365 claims annually with approximately two-thirds of the claims being medical-only. As of May 31, 2021, there were approximately 366 open claims.

The City has five (5) Collective Bargaining Units that have specific language with regards to the handling of leave related to compensable claims (see chart below). For employees that are not a part of a Collective Bargaining Unit, the Unclassified Leave Ordinance No. 1613.11 governs Workers' Compensation Supplemental Injury Pay as follows: Employees who are absent due to restrictions for a work-related injury are entitled up to thirty-two (32) weeks of Supplemental Pay. The Supplemental Pay is the amount equal to the difference between their normal City pay and the amount of compensation payable under the provisions of the Workers' Compensation law of the State of Florida. This benefit allows employees to receive their full pay while absent due to an approved work-related injury. In view of this, temporary total indemnity benefits will not need to be paid by the TPA unless the injured employee is eligible for temporary total benefits in excess of 32 weeks.

| UNION | TIME LIMIT | NOTES |
|--------|----------------------------------|---|
| IAFF | Two sixteen-week periods | May be extended with the approval of Fire Chief, IAFF President and City Manager. Decision not subject to grievance or arbitration. |
| FOP | Two sixteen-week periods | May be extended with the approval of Fire Chief, IAFF President and City Manager. Decision not subject to grievance or arbitration. |
| AFSCME | Sixteen (16) weeks | May be extended by City Manager or his/her designee. |
| CWA | Not to exceed Sixteen (16) weeks | CBA is silent; May be extended for additional sixteen (16) weeks, subject to approval of City Manager. Refer to Classified Leave Ordinance No. 1335-13. |
| GSA | Not to exceed Sixteen (16) weeks | CBA is silent; May be extended for additional sixteen (16) weeks, subject to approval of City Manager. Refer to Classified Leave Ordinance No. 1335-13. |

Note: Information regarding Supplemental Pay is subject to change with Collective Bargaining or administrative changes to the current Ordinances. Any changes to this information will be provided to the selected TPA for proper handling.

3.2. Excess Workers' Compensation Liability Insurance

The City purchased excess workers' compensation insurance for a period from 1986 through 1997. The City does not currently purchase excess workers' compensation insurance. Excess Workers' Compensation Insurance coverage resumed in 2017 and continues to date. The self-insured retention is \$1.5 million, except for Police and Fire claims that is \$2 million.

- TPA shall comply with all excess workers' compensation coverage agreements in place; including reporting requirements affording potential or existing coverage on all and any open (or re-opened) claims such as, but not limited to reporting.
- TPA shall be responsible for any penalties, declined coverage, reservation of rights issued, diminished coverage benefits imposed by City's excess workers' compensation carrier(s) due to TPA's failure to properly report new or existing claims as required by each carriers' coverage agreement reporting requirements.

3.3. Claims Handling of Past and Future Claims

All proposers are to assume the complete handling of all future and past claims now being handled by our present TPA (see Appendix G for open/closed claims for all years), along with all new claims. The information provided regarding the volume and type of pending claims to be assumed is based on the latest information provided to the City and cannot be guaranteed as to its accuracy. If the amount of prior claim files to be taken over is 25% greater than represented in this RFP, the City will consider a proportionate adjustment to the proposer's flat annual fee. It is the responsibility of the proposer to review prior claim files to determine the additional proposed cost, if any, to take over these files.

It is also required that the claim data associated with all claims occurring prior to February 1, 2022, be transferred into the proposer's computer information system, so that future loss runs will contain a complete history of all claim years. The transfer of all claims data must be completed by June 1, 2015. The proposer is responsible for specifically indicating in their proposal the fees, if any, for assumption of prior claims and the data conversion.

The program is run on an "occurrence" basis, therefore, all claims occurring in the contract year, regardless of when reported, are to be handled per the requirements of this agreement. The TPA is required to handle all claims to their conclusion or to the conclusion of the contract, whichever occurs first, at no additional charge to the City other than the annual fee. The contract may be terminated by either party with ninety (90) days written notice to the other. However, any cancellation does not alter the administrator's obligation to handle all claims prior to the termination date.

3.4. Claims Administration

The City requires that the selected TPA provide, at a minimum, the following professional services related to the administration of the City's self-insured Workers' Compensation Program:

- TPA shall provide workers' compensation third-party claims administration services to the City of Miami Beach's self-insured workers' compensation program in accordance with Florida Statute, Section 440, applicable Florida Administrative Code(s), and applicable City Code(s), Resolution(s) or Collective Bargaining Agreement(s). City shall provide TPA with copies of applicable City Code(s), Resolution(s) or Collective Bargaining Agreement(s) as necessary. Services include the necessary medical benefits, expenses, and other services usual and customary to the administration and management of workers' compensation claims, if not otherwise noted herein.
- TPA shall provide, on behalf of the City, all self-insurer reporting to the Self Insurance Bureau, Division of Workers' Compensation, State of Florida, all annual reports, unit statistical, modification factor, assessment indemnity, medical and any and all forms required by the State of Florida which a self-insurer for workers' compensation must provide.
- TPA shall accept all current claims and/or re-opened claims as run-in claims to the TPA if selected as the new TPA for the City.
- TPA shall provide the City with the ability to report first reports of injury and loss notices electronically for all claims, and, by phone based on the severity, circumstances or nature of injury, at no additional cost.
- TPA shall provide automated acknowledgement upon the receipt of each claim. The acknowledgement shall include, but not be limited, to the following: claim number, claimant's name, and date of loss, one-time prescription drug authorization.
- TPA shall set up all new claims within twenty-four (24) hours after notification. Assigned adjuster, supervisor, telephonic case manager, or nurse case manager shall make all contacts and initiate investigation within forty-eight (48) hours of receipt of new claims.

- TPA shall triage every notice of injury with a with appropriate claims professional or triage system.
- TPA shall utilize any recommended medical primary care physicians or specialists as directed by City's Risk Manager, even if not in the TPA's network, if it is in the best interest of the injured employee or the City. This would include authorizing treatment by non-occupational or non-network physicians or providers who have treated an injured employee under emergency or exigent circumstances in an emergency room or other facility, if such treatment would be considered prudent and reasonable for continuity of care purposes.
- The City reserves the right, but not the obligation, to approve all vendor partners and ancillary services used by the TPA that are part of the workers' compensation allocated claim expense or reserve.
- City reserves the right to select its own workers' compensation defense counsel to manage any and all litigation for the City's workers' compensation and employer's liability program, and/or to seek pre-litigation legal advice and claim strategy. The City's Risk Manager has the authority to approve the workers' compensation defense counsel's fee, cost schedule and/or any allocated legal claim adjustment expenses. TPA shall agree to work with the City's chosen workers' compensation defense counsel. In the event the TPA is unable to work with the City's workers' compensation defense counsel or has a conflict of interest, then City reserves the right to deem the TPA's proposal non-responsive, or terminate the TPA's Contract.
- TPA must provide access to Spanish and Creole speaking adjusters for situations when injured workers are more comfortable conversing in Spanish or Creole. TPA should clearly outline the staffing which will be provided. The adjuster shall perform all the usual and customary worker's compensation claim adjustment in accordance with the laws, rules and regulations of the State of Florida.
- TPA shall provide the City with field case management services, catastrophic case management services, medical cost projections, life care planning, Medicare set-aside assessments, development of reports, surveillance, peer review, utilization review and reasonable and customary savings review, bill review, percentage of PPO savings and any other usual and customary workers' compensation claims administration claims practice, strategy or activity as all allocated loss adjustment expenses, unless such expenses are more appropriately allocated as a medical expense under the claim per Florida Statutes or TPA's judgment.
- TPA shall provide the City with telephonic case management services on all workers' compensation claims as an allocated loss adjustment expense, unless otherwise directed by City.
- TPA shall provide a list of PPO networks affiliated with the TPA, as requested by City.

- TPA shall evaluate and qualify various service providers recommended by the City to service its account, provided such service providers do not present a perceived or potential conflict of interest.
- TPA shall process and handle all electronic data interchange requirements on behalf of the City as required by the State of Florida at no additional charge.
- TPA shall be responsible for all Medicare reporting obligations under the Medicare Secondary Payor Act, and/or under similar or new legislation at no additional cost to the City.
- TPA shall provide the City with OSHA 300 log reporting capabilities at no additional cost, as requested by City.
- TPA shall handle subrogation claims and file lien notices on behalf of the City to protect the City's interests in rights of recovery from third-party tortfeasors. TPA shall not proceed with any legal action against a third-party tortfeasor without the City's Risk Manager's approval.
- TPA agrees all negotiated settlement agreements shall require City approval. Such settlements would include but may not be limited to, agreements to wash-out an entire claim, settle a negotiated lien, settle a negotiated attorney fee, or any other type of settlement that is not otherwise considered an administration of a medical, indemnity or allocated expense that would otherwise be due and owed in accordance with Florida law.
- TPA shall attend in person or via telephonically all mediations. The City shall endeavor to have a Risk Management staff member, or designee, at all mediations as well as hearings.
- TPA shall review and seek approval from the City for any loss reserve adjustment increases greater than twenty-five thousand dollars (\$25,000).
- TPA shall agree to quarterly claim reviews, whether in person or telephonically at the City's discretion, to review all litigated cases, legacy cases, catastrophic cases, or non-litigated complex cases.

3.5. Record Keeping and Audits

- TPA shall agree all claim files, reports, and other data prepared or provided in connection with a claim are and shall remain the property of the City.
- TPA shall keep complete and accurate records and accounts in connection with each claim. Such records shall be available at all reasonable times for examination by the City, or its' designee, and shall be kept for a period of no less than three (3) years after the completion of all work to be performed. Incomplete or incorrect entries in such records may be grounds for disallowance by City of any fees or expenses based upon such entries. TPA shall send City all closed claim files that are mutually agreed upon to be inactive.

- TPA agrees to notify the City of proposed or enacted changes in workers' compensation regulatory requirements or legislative acts that may affect the City's claims.
- TPA shall agree to maintain a SSAE 16 audit on controls placed in operations and tests for operating effectiveness and agrees to provide copies to the City as requested.
- TPA shall take extraordinary measures, if is selected as the new TPA for the City, to ensure data and file conversion and transfer is done with as little disruption to the City and its injured employees to ensure continuity in care and continued best workers' compensation claims management practices.
- TPA, as a custodian of records for City, shall comply and cooperate with all applicable City and State record retention and exemptions laws such as, but not limited to, Florida Statutes, Sections, 119, 440, 760 and 112 as they pertain to protected medical, personal and/or work product information.
- TPA agrees to transfer or ship the electronic file data or hard copy file data at the request and as directed by the City at no cost other than actual incurred reasonable shipping fees. TPA agrees there shall be no charges to transfer electronic data on a per data file basis or other transfer related fees or charges unless agreed upon in writing by City. All electronic data transferred or hard copy data shipped shall be done within sixty (60) days of receipt of written notice from City. Paper data shall be shipped overnight by FED EX, UPS or equivalent common carrier agreed to by City. Electronic data shall be transferred by disk/tape or over internet as requested by City, provided the data files are adequately protected and secured. Electronic file data means all claims information and related claim file information maintained in an electronic computer file format, whether stored on a hard drive, tape backup or CD.

3.6. Banking, Reporting and Billing

- TPA shall utilize the City's solely selected and approved financial institution for the funding of workers' compensation claim payments and settlements. TPA agrees to comply with the City's Positive Pay (fraud detection) banking standards and must do a daily data feed to the City's financial institution for fraud detection.
- TPA shall send weekly invoices for wire fund transfer requests to replenish the City's account. Exceptions are made for special requests for unexpected large losses or claim settlements for which specific dedicated invoice for wire fund transfer requests shall be made.
- The City shall fund at least fifty percent (50%) times the City's average weekly spend on workers' compensation claims. Presently the City's fund maintains an average weekly balance of two hundred and fifty thousand dollars (\$250,000).
- TPA shall send original invoices to the attention of the City's Risk Manager, or designee, by e-mail to City of Miami Beach, unless otherwise instructed.

- TPA shall mail the City monthly financial institution reconciliations.
- TPA shall issue 1099's to all vendor issued allocated claims payments pursuant to the applicable tax laws in effect.
- TPA shall be audited by the City at the City's sole discretion and cost.
- TPA shall invoice the City quarterly for its administrative claim fee.
- TPA will be required to manage the claims with a comprehensive data base system which allows computer access to notes, correspondence and other pertinent information needed by the City to generate analytical data reports upon demand; which will allow secure web based communication between the City and the TPA adjusters. This program should also allow the City to add information to the adjuster notes section of the TPA computer system. TPA shall provide the City's Risk Manager and it's designees, with access and training to utilize the TPA's Risk Management Information System to monitor the adjuster's claim activity on a file.
- TPA shall provide the City with electronic loss runs, claim reports or ad hoc reports as required by City within seven (7) working days of month-end.
- TPA shall provide quarterly claims data and other periodic information to the City's actuarial service provider when required.
- TPA shall provide safety engineering services as requested by City, and fees shall be negotiated and approved by the City as an allocated loss adjustment expense per applicable claim file.
- Other claims adjusting services for Workers' Compensation, as needed.

3.7. Staffing and Personnel

It is the City's claims management philosophy that the proper and most cost-effective method to handle claims and thereby reduce and control the City's self-insured loss payments is to ensure the TPA hires and retains the appropriately qualified professionals to handle the City's claims. Additionally, the adequate number of adjusters and a manageable caseload enables qualified adjusters to perform the required services. The City therefore requires that the proposer agree to staffing, qualifications and caseload criteria established by the City.

The City reserves the right to the final prior approval of the hiring and/or assignment of the claims manager, supervisors and adjusters that are to handle the City's claims.

The required maximum open caseloads per is as follows:

Lost time - 100

Medical only - 500

The TPA agrees to add staff as necessary to maintain these maximum pending caseload levels. Claims personnel must be employees of the TPA. The use of independent adjusters, subcontractors or temporary adjusters is not acceptable without prior approval of the City. Adjuster trainees are not acceptable for handling of the City's claims. Additionally, resumes of all claims professionals specifically assigned to this account are to be submitted with this proposal. All claims professionals must possess a current Florida Workers, Compensation adjuster's license.

3.8. Loss Fund Management

1. The Claim Payment Account will be maintained at the City's commercial banking institution. The account will be classified as part of the analysis group of City accounts. The City will pay all service fees that are normal and customary in this account. All interest earned or service credits generated will accrue to the benefit of the City.
2. The TPA is required to follow Florida law concerning public deposits. Failure to comply with Florida law is sufficient cause for the City to terminate the contractual agreement with the TPA.
3. All claims, expense and legal payments will be made by the TPA on checks drawn on an account set up by the TPA and funded monthly by the City. It is understood that all funds in this account are City funds and are to be returned to the City upon request or at termination of this contract.
4. The TPA is responsible for the monthly reconciliation of this account and will provide bank statements to the City monthly, along with a request for a deposit from the City to maintain the monthly balance in the loss fund, as determined by the City.
5. The monthly reconciliation statement submitted by the TPA to the City will include the following:
 - balance at inception of statement period
 - total disbursements which cleared, by date and claimant/payee
 - balance at close of statement period
 - amount of deposit required
6. A list of all checks is to be submitted monthly.

A4. Special Conditions

1. **TERM OF CONTRACT.** The term of the Agreement resulting from this RFP shall be for an initial term of three (3) years.
2. **OPTION TO RENEW.** The City, through its City Manager, will have the option to extend for three (3) additional one-year periods at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.
3. **ADDITIONAL SERVICES.** Services not specifically identified in this request may be added to, or deleted from, any resultant contract upon successful negotiations and mutual consent of the contracting parties, and approval by the City Manager.

APPENDIX B

MIAMI BEACH

Cost Proposal Form

2021-224-WG
CLAIMS ADMINISTRATION SERVICES
BY A THIRD-PARTY ADMINISTRATOR
FOR WORKERS' COMPENSATION

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Proposer affirms that the prices stated on the cost proposal form below represent the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initialed.

FLAT ANNUAL FEE

| | Column 1 | Column 2 | Column 3 |
|---|--------------------------------|--|---|
| 1. Flat Annual Fee (for 375 claims or less, including new and prior claims) | | | Flat Annual Fee \$ _____ (per contract year) |
| 2. Per Claim Fee for Claims in Excess of 375 Per Year | \$ _____ (per excess claim) | <u>Estimated Quantity</u> 40 per year | Excess Claim Fee Per Year \$ _____ (Column 1 x Column 2) |
| TOTAL (Flat Annual Fee): | | | \$ _____* (Total Lines 1 - 2) |

*Total Flat annual Fee Total Lines 1-2 will be used to allocate points.

ADDITIONAL SERVICES

List of services, which may be needed, which are in addition to the fees proposed.

| Description of Service | Fee |
|--|-------------------------------|
| Telephonic Medical Case Management Fee on All Claims: | \$ _____ Per Bill/Flat Fee |
| Bill Review Fee to Include State Fee Schedule Reduction: | \$ _____ Per Bill/Flat Fee |
| Percentage of PPO Savings – Network Discount Savings Below State Fee Schedule: | _____ % |
| Percentage Of Utilization Review and Reasonable & Customary Savings: | _____ % |
| Subrogation and/or Liens Fee Percentage: | _____ % |
| Osha 300 Log Reporting: | \$ _____ |
| Electronic Data Interchange Filed with State: | \$ _____ |
| Safety Consulting Services | \$ _____ |
| Notice Of Injury Entry: | \$ _____ |
| Custom/Ad Hoc Reports: | |

| | |
|------------------------------------|-------------------------------------|
| | \$ _____ |
| Data and File Conversion Fee: | \$ _____ One-Time Setup Flat Fee |
| Medicare Reporting Costs: | \$ _____ |
| | \$ _____ |
| | \$ _____ |
| | \$ _____ |
| Additional Service | Fee |
| Description Of Additional Service: | \$ _____ |
| Description Of Additional Service: | \$ _____ |
| Description Of Additional Service: | \$ _____ |
| Description Of Additional Service: | \$ _____ |
| Description Of Additional Service: | \$ _____ |

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APPENDIX C

MIAMI BEACH

Insurance Requirements

2021-224-WG
CLAIMS ADMINISTRATION SERVICES
BY A THIRD-PARTY ADMINISTRATOR
FOR WORKERS' COMPENSATION

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for limits no less than \$1,000,000 for bodily injury or disease.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Professional Liability Insurance in an amount not less than \$1,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability.
- D. Cyber Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City

reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

APPENDIX D

MIAMI BEACH

Claims Experience

REFER TO ATTACHMENT ON BIDSYNC/PERISCOPE

2021-224-WG
CLAIMS ADMINISTRATION SERVICES BY A
THIRD-PARTY ADMINISTRATOR FOR
WORKERS' COMPENSATION

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX E

MIAMI BEACH

Supplemental Questions

2021-224-WG
CLAIMS ADMINISTRATION SERVICES BY A
THIRD-PARTY ADMINISTRATOR FOR
WORKERS' COMPENSATION

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida
33139

Supplemental Questions

In addition to information that may be provided in your proposal and required elsewhere in the RFP, please answer the following (restate question in each answer):

1. Where is your office located?
2. Number of professional claim, clerical and/or support staff at that location.
3. Name, experience, resume and professional designations of claim manager.
4. Name, experience, license type, resume and professional designations of any supervisory level employees that will have responsibility for this account.
5. Name, experience, license type, resume and professional designations of the designated adjusters that will have responsibility for this account.
6. Advise the current pending case load for each designated adjuster.
7. What is the current number of monthly new assignments to each adjuster?
8. Will the award of this contract necessitate an increase in your staff size to meet the City's staffing and caseload requirements and will that be in place by February 1, 2022?
9. Name two (2) law firms that you currently handle the most cases with. Provide a contact person and phone number.
10. Estimate the percentage of time your adjusters are out of the office doing field work. If all are telephone adjusters, please indicate.
11. Do you utilize independent contracted adjusters? If so, under what circumstances?
12. Name, address, phone and contact person for independent service providers you utilize.
13. Can you provide all the required services with your own personnel?
14. Do your adjusters receive any continuing education and training? Explain.
15. Do you currently file state and excess insurance forms on behalf of your clients? Explain.
16. Do you have the capability to provide all the loss data reports required? Explain.
17. Do you have the ability to transfer the City's prior claims data to your information system by June 1, 2022?
18. Explain any fees proposed for managed care, medical case management, bill review, utilization review and rehabilitation services. These are not to be included in the annual fee proposed.
19. Explain, in detail, any deviation from the services or fee structure type required, specifically indicating any services you cannot perform. Specifically indicate what you consider as allocated expenses and therefore not included in your annual fee proposal amount.