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JOPLIN
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RFP TITLE: **Third Party Administrator Claims Services**

RFP: # 2024-RFP-10

DATE OF ISSUANCE:	**March 28, 2024**
QUESTIONS DUE:	**April 17, 2024 @ 10:00 a.m. to hr@joplinmo.org**
PROPOSAL DUE DATE:	**April 26, 2024 @ 10:00 a.m.**
SUBMIT TO:	**Human Resources - Joplin City Hall First Floor** **602 S. Main Street** **Joplin, Missouri 64801**

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until Friday, April 26, 2024, at 10:00 a.m. as set forth in the bid packet to PROCURE the following service:

Third Party Administrator Claims Services

The RFP is available from Michelle Ducre, Human Resources Director, by calling 417-624-0820 ext. 1210 or by emailing; hr@joplinmo.org . Any bids received after the specified deadline will not be considered.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female-owned businesses to submit bids on all City purchases.

Leslie Haase, CPA, CMA
Finance Director

Publication Date: **Thursday, Marh 28, 2024**

Notice to bidders

Bidders may submit a proposal for either workers' comp and liability claims or both. Proposals must be delivered by the deadline and to the location above in a **SEALED ENVELOPE** with the **RFP number/RFP Title** and **Firm's name and address clearly marked on the outside of the envelope**. Proposals received after the deadline or that fail to comply with RFP requirements expressed herein will be rejected. During the evaluation process, the City of Joplin reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

The City of Joplin reserves the right to cancel this RFP, or to reject any and all proposals, or any portion of any proposal, received in response to this RFP, upon its determination that such cancellation or rejection serves the best interests of the City. There is no expressed or implied obligation for the City of Joplin to reimburse firms for any expenses incurred in preparing or delivering proposals in response to this request.

The City also reserves the right to negotiate with selected firms regarding pricing and fee structures and all other aspects of the Proposals. All information included in a Proposal may be incorporated, at the City's sole option, into the contract **RFP TITLE: TPA Claims** to be entered into between the City and the successful Bidder (as hereinafter defined). Any contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation, or national origin.

Any technical or administrative questions regarding this RFP shall be made in writing and directed by email to hr@joplinmo.org. All questions, answers, and/or addenda, as applicable, will be posted on the City's website at www.joplinmo.org (Upon entering the website click on Bids & Proposals Icon, click on the Bid Title to view all proposal details and document links). **It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.**

MARK BID ENVELOPES: ***"Third Party Administrator Claims Services -#2024-RFP-10, 10:00 A.M., Friday, April 26, 2024"***

TIMELINE

The City intends to adhere to the schedule listed below as closely as possible and reserves the right to modify the schedule in the best interest of the City as required.

Publicize RFP	**March 28, 2024**
Questions	**April 17, 2024 @ 10:00 a.m. CST**
RFP Due Date	**April 26, 2024 @ 10:00 a.m. CST**
Interviews with Top Respondents	**Week of April 29th, 2024**
Execution of Contract	**May 20, 2024**
Transition of Claims	**Begin transition May 21, 2024**

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SECTION I – GENERAL INFORMATION

PURPOSE

The City of Joplin ("the City") is seeking proposals from qualified firms/providers to enter into a three-year contract for Third Party Claims Administration (TPA) services related to **Workers' Compensation** AND **Liability Claims** with an option to renew for two (2) additional years, each to be exercised separately. The City has the sole discretion to renew or not to renew each optional contract year. Please note that the City is self-funded.

The TPA is required to:

(1) manage the claims administration, analysis, reporting, and funding for the City and ensure compliance under Missouri State Statutes for work-related illnesses and injuries. This includes special provisions for law enforcement and firefighters. Services must include completing and filing the First Report of Injury with the State of Missouri, completing the annual ERM-6 report for submission to NCCI, and monitoring claims as required by Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA").

(2) Provide claims adjusting, analysis and reporting services for general liability, property, casualty, and automobile claims.

This Request for Proposal is being released in accordance with the City's purchasing and procurement policies. Currently, the City uses Brentwood Services Administrators, Inc. as its TPA and their performance has been satisfactory to date.

BACKGROUND

Incorporated in 1873, the City of Joplin is located in the southwest corner of Missouri and is the State's fourth largest metropolitan area. Population growth within the City limits, which covers more than thirty square miles, continues to grow modestly while rapid growth is being experienced in the surrounding regional area. Joplin's actual population is 51,762 that swells to approximately 225,000 during the day. The City's fiscal year begins on November 1. The total annual budget of the City is approximately $140 million. The City currently employs approximately 617 full-time equivalent employees representing a total payroll of about $40 million. City employees work in fifteen distinct departments: City Manager's Office, City Clerk's Office, Communications, Legal, Human Resources, Finance, Information Technology, Municipal Court, Public Health Department, Planning, Development & Neighborhood Services, Convention & Visitor's Bureau, Public Works, Police, Fire, and Parks & Recreation.

SECTION II – EXISTING ENVIRONMENT

The City is self-insured for all lines of insurance. Our TPA manages all workers' comp claims, including filing the First Report of Injury (FROI) with the State of Missouri. The TPA also obtains budget and settlement authority for claims from our City Attorney and discusses claims settlement or negotiation recommendations with the City's retained workers' comp attorney.

For liability claims, two HR/Risk staff members manage small claims and the TPA handles large liability claims (over $5,000), and those involving rental cars. The City Attorney must approve all settlements and communications with claimant attorneys.

- Workers' comp. SIR level is $500,000 and for Police and Fire it is $750,000 with a $2,000,000 limit per occurrence. The City's 2023 experience mod rating is 1.31 and the new rating from NCCI is currently pending.

- For all liability policies the SIR is $850,000 with limits of $10,000 to $25,000,000

- The City carries property and liability coverage for: general, employee benefits, law enforcement, public entity management, public entity employment related practices, auto, auto physical damage, umbrella excess, medical facility professionals, fine arts, crime, cyber, drone, and aviation liability
- The City owns/operates a fleet of 280+ vehicles, 400 equipment, and 250 structures/locations
- City employees are permitted to drive personal vehicles on City business with City self-insurance being excess over any personal insurance carried by the employee

SECTION III – SCOPE OF WORK

SPECIFIC SERVICES

The selected respondent's solution shall perform the following:

WORKERS' COMPENSATION CLAIMS

- Provide 24/7 triage services for all claims to determine appropriate treatment. Currently, we use a service called First Nurse, and they receive the claims and provide the information to the TPA to complete and submit the First Report of Injury (FROI). The nurse triage service advises the employee (and supervisor) whether to self-treat or proceed to Occumed, Urgent Care or the Emergency room. The TPA must contact Human Resources (HR) for hire date and salary information needed to submit the FROI to the State of Missouri.

- Process wage payments to the injured employee, and coordinate payments with the City's payroll specialist

- Contact the injured employee to explain the workers' compensation claim process and ensure that they are provided all necessary and quality medical services in a managed care environment. Keep in touch with employee periodically throughout the claims process to minimize litigation

- Interview the injured employee, supervisor, any team members or witnesses, and Department Director. Identify and aggressively defend against fraudulent claims, including claims that can be determined to occur or be caused by non-work-related factors like hobbies, lifestyle, normal aging or body deterioration, or activities that pose no greater risk at home than at work. Advise HR, the City Attorney, and the City's Workers' Comp Attorney of findings

- Process claim related payments to medical providers; provide copy to City Risk Manager

- Provide the City with a monthly claims analysis and report(s) including a simple excel chart showing claims by department, dollar amount, and nature of injury. Prepare and send to HR annual NCCI and State of Missouri filing documents (ERM-6, WC-83, and WC-83) no later than January 15th

- Manage claims for early recovery from injury and early return to productive employment. Work with HR to coordinate alternative work assignments that adhere to medical restrictions. Assign nurse case managers for serious injury claims and those requiring loss time from work

- Comply with all state and federal laws, and City of Joplin policies. Maintain regular communication with the City Attorney for budget authority, and the City's Workers' Compensation Attorney regarding case updates and claims settlement

LIABILITY CLAIMS

Typically, Human Resources/Risk Management is required to handle claims, but since we do not have contracts for rental vehicles, alternative housing, nor adjusters, we occasionally send claims of this nature to the TPA to investigate and process. The City will retain some litigation management and restitution/recovery functions but may call upon the TPA to assist in these areas on a case-by-case basis.

SPECIFIC SERVICES – LIABILITY CLAIMS

The selected respondent's solution shall perform the following:

- Administer property and liability claims, negotiate claims settlement, and obtain authorization from City Attorney to settle claims
- Investigate claims and repair/replacement quotes to determine fraud, inflated quotes, whether there was previous damage to vehicles/property, or if claimant violated City ordinances, state or federal laws; assign adjuster to review claims and repair/replacement quotes
- At the direction of the City Attorney, contact claimants or their attorneys within five (5) business days of receipt of a claim and maintain contact with them until the claim is closed
- Arrange and pay for vehicle rentals, possibly hotel costs for temporary displacement caused by the City's damage to a residence (confer with the City Attorney to authorize)
- Subrogate claims with claimant's insurance company to recover medical and pain and suffering costs to the injured employee and City's property/vehicle losses; have subrogated funds sent to the City of Joplin HR/Risk Management Department
- Maintain a master file and report monthly claims analysis to the City; monitor available reserves and notify City of reserve balances; follow records retention laws; provide City with a monthly and annual claims report
- Install and/or utilize any necessary automated claims administration systems. Manage transfer of claims data records between existing and new TPA for open and closed claims, if needed
- Provide education/training resources to City staff regarding claims management and use of any web-based claims systems or portals
- Analyze settlement potential, including options and recommendations. Settlement authority forms should be completed and approved by City's Human Resources/Risk Department and City Attorney prior to being negotiated with claimant or attorney of claimant
- Prepare and submit settlement recommendations for approval by the City prior to commencing settlement negotiations
- Obtain fully executed release on all settlements and dismissals
- Ensure that adjusters are available to travel to City locations, as needed for meetings or in the event of a catastrophic loss event. No additional fees will be paid by the City for such arrangements
- Comply with all state and federal laws, and City of Joplin policies. Maintain regular communication with the City Attorney and Director of HR/Risk Management regarding claims updates and claims settlement, and file any required reports to the State or federal government
- Provide monthly analysis report on claims; offer recommendations for reducing claims
- Submit billing to the City on a monthly basis, including claims details

Respond to all Questions (if only bidding on workers' comp, answer only questions 1-13), if bidding on both workers'

comp and liability, also answer additional questions listed under Liability.

1. Provide a description of the organization including date founded, staff size, and a list of all workers' compensation and liability claims and consulting services offered by your organization, any subsidiaries (or subcontractors), and your parent company, as applicable.

2. What are your hours of operation? Is there a dedicated 24/7 claims/nurse triage service that informs employees how to treat or seek medical attention for injuries?

3. Furnish documents showing that your firm is licensed to provide services in the State of Missouri

4. Submit a copy of the most recent Statement on Standards for Attestation Engagements (SSAE) 16 audit

5. Outline the Account Manager and staff's experience, certifications, and education in workers' compensation and liability claims management. Include a description of their background in claims investigation, case management, claims adjudication and settlement.

6. Are all claims staff, insurance adjusters, and nurse case managers your agency's staff or a subcontractor? If subcontractor, provide the background on their company and staff. On average, how many clients/claims does each claims staff member manage. What is the staff's tenure in your organization and your staff turnover rate for the last three years? How frequently are Account Managers changed?

7. Describe the education and experience of your Nurse Case Manager(s). Provide a detailed explanation of the services, which are provided by the Case Manager. Is the Case Manager an employee of your facility or a subcontractor? Describe your philosophy on the use of Case Managers and the frequency of use of Case Managers in the past two (2) years.

8. What is the current caseload of the primary team that would be assigned to the City of Joplin? Describe how the TPA manages communication with the injured employee and the City's HR and legal team from claim submission to settlement. What is the turnaround time to respond to claims and inquiries, and to provide updates after medical appointments/treatments? How is billing handled?

9. Describe your experience with filing the First Report of Injury, monthly reporting (provide a sample report), and timely completion of annual state reports (WC-83 and WC-86) and the ERM-6 for NCCI workers' compensation experience mod rating – without being prompted by the employer to do so.

10. What is your practice regarding investigating whether workers' comp injuries may not have actually occurred in the course of doing work and what is your process for denying claims. What policy recommendations do you provide regarding workers' comp relating to Missouri statutes specific to law enforcement and firefighters?

11. Share your philosophy and practice regarding return to work and modified duty. How does your TPA assist municipalities/clients with facilitating both return to work and modified duty?

12. Provide a summary of your firm's security/catastrophic/business continuity plan and records storage/data encryption process? Describe how the City's claims data is securely stored and kept separate from other clients' claims data. Are your adjusters able to travel to loss sites if needed?

13. How does your firm handle the transition of claims files from our current TPA to your system if you are awarded the contract?

ADDITIONAL QUESTIONS FOR LIABILITY CLAIMS

1. Outline the liability claims experience of the Account Manager, supporting claims staff and adjusters. Include a description of their background in claims investigation, claims adjusting, claims adjudication/settlement.

2. Are all staff your agency's staff or a subcontractor? If subcontractor, provide the background on their company and staff. What is the staff's tenure in your organization and your staff turnover rate for the last three years?

3. Describe the claims system used and how the City staff can access to view claims documents and claims status. Can claims be filed 24/7 or what are hours that claims are received?

4. How does your team educate/inform the City Attorney and HR/Risk Management Staff about changes or proposed changes in statutes, rules and regulations affecting the City's responsibility under a legally self-insured General Liability Program?

5. What is your process for managing, negotiating, mediating, or otherwise assisting with claims investigation, denial, resolution/settlement? How does your firm assist the City Attorney in preparing/answering discovery, as requested?

6. On average, what is the caseload of any one adjuster, and how does your firm reduce turnover or frequent changes is claims staff?

7. Provide a summary of your firm's security/catastrophic/business continuity plan and records storage/data encryption process? Describe how the City's claims data is securely stored and kept separate from other clients' claims data. Are your adjusters able to travel to loss sites if needed?

8. How does your firm handle the transition of claims files from our current TPA to your system if you are awarded the contract?

9. Describe any services, training, or program enhancements your firm provides to the City staff.

PROPOSAL OUTLINE

Proposals shall not exceed twenty (20) pages excluding cover letter, cover page and reference letters.
The proposal shall include the following items and be organized in the manner specified below.
Please one (1) bound copy and 1 loose copy - include tabs and an index organizing the proposal content.

- Submit Signed and completed Authorization Form – no digital signatures (only wet ink)
- Outline your company's background, insurance coverages, staff experience, and how your firm will execute the Scope of Work and general information regarding the firm and staff to be involved.
- Responses to the Questions for Workers' Comp and/or Liability
- Transition Schedule and Process
- Excel Spreadsheet Outlining Monthly and Annual Costs (include narrative about cost containment/caps and any anticipated fee increases)
- 4 Reference Letters/Statements (especially municipal clients with 600 employees)

AUTHORIZED RFP REPRESENTATIVE

Printed Name	Title
Company Name	
Company Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: Individual Partnership Corporation	
Licensed to do business in the State of Missouri? _____yes _____no	
Maintain a regular place of business in the State of Missouri? _____yes _____no	
Has current General Liability and Error and Omissions Insurance Coverage? ____yes _____no	

Circle Y or N

Y N Are Bidders, their affiliates, subsidiaries, officers, directors, employees, and any team members or subcontractor/TPAs who will do work relating to the Scope of Services listed in the RFP currently under investigation by any governmental agency /or in the past five (5) years been convicted of a felony, or found liable for any act prohibited by City, State or Federal law in any jurisdiction, including conspiracy, theft, bribery, extortion, collusion or any other unlawful action with respect to responding to any public contract?

Y N Are any Bidders, their affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal banned/excluded from any procurement or non-procurement programs with the City, State or Federal government?

Y N The company submitting this proposal certifies that it is being submitted without any collusion, communication, or agreement as to any matter relating to it with any other Respondent or competitor.

Y N Are any Bidders, their affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal related or doing business with any City official or City employee? **If yes, list the City official/employee and relation/business.**

_____ _____

Signature Date

COST / PRICING PROPOSAL

Please complete the excel spreadsheet below:

(a) Provide the **total cost for a three (3) year contract period** for TPA services for workers' compensation and liability claims management. Provide **monthly flat fee** for claims services.

(b) Cost shall full compensation for the TPA's professional services and shall include all administrative, travel and other costs required to manage everything outlined in the Scope of Work and all TPA/subcontracted services.

(c) The TPA(s)/subcontractors involved in this contract are strictly prohibited from receiving additional compensation/commissions. All additional compensation or commissions must be promptly returned to the City of Joplin.

(d) Failure to disclose third-party compensation agreements/understandings to the City may result in bid rejection or future contract termination.

(e) Costs and justification for recommended services outside the current scope.

(f) Provide a copy of your Professional Services Agreement or similar agreement that would best represent a contractual relationship between the Firm and the City. The City Attorney will review the Agreement. Additionally, the TPA agrees to protect, defend, hold harmless and indemnify the City, its officers, agents, and employees.

Service	Monthly Flat Rate	Cost for 3-year period
Claims Management: Workers' Compensation	$	$
Claims Management/Adjuster: Liability	$	$
Monthly and Annual Reporting including State and NCCI ERM-6	$	$
Nurse triage line/Nurse case manager	$	$
Meetings/Travel	No extra cost to City	
File/data transfer	$	$
Other: (Specify)	$	$
TOTAL	$	$

EVALUATION CRITERIA

PROPOSAL EVALUATION

By use of numerical and narrative scoring techniques, proposals will be evaluated by Joplin against the factors specified below on a 100-point scale. Finalists will be invited to an interview with the City, and the City will determine whether to award a new contract or retain the existing TPA. TPA will be required to attend a council meeting to finalize the award.

Criteria	Points
1. Company/Staff Expertise/References	20
2. Claims Management including meeting all qualifications criteria, System Security	25
3. Claims Services: 24/7 claims reporting, claims investigation and review, nurse case manager, reporting, subrogation, settlement	25
4. Costs / expenses	30

SELECTION PROCESS

- This request for proposal does not commit the City of Joplin to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request become the property of the City of Joplin. The City of Joplin reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period or to cancel in part or in its entirety the request for proposals, if it is in the best interests of the City to do so.

- A Selection Committee will evaluate all proposals received for completeness and the respondent's ability to meet all requirements as outlined in this proposal. The Committee will then short list the specific firms whose proposals best meet all criteria required and may conduct interviews with these firms. Upon completion of interviews, the Selection Committee will forward to the City Manager a list of firms recommended for further consideration.

- Based on the results of the interview process, the City Manager or his designee and City Attorney will review the Scope of Services, fee proposals, and other factors with the top-rated firm(s) and negotiate a specific agreement based on these discussions.

- The City Attorney will execute the contract for services with the TPA.

- TPA will work with the HR/Risk Director to implement or transition claims management and if needed, files transfer, set up, etc.

- Additional technical information may be requested from any respondent for clarification purposes, but in no way changes the original proposal submitted.

INSURANCE REQUIREMENTS / INDEMNIFICATION

The Respondent (TPA) shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverages covering the Respondent and all of its agents, employees and sub-contractors and other providers of services and shall name the **City of Joplin and their employees and agents as an Additional Insured** on a primary and non-contributory basis to the Respondent's Liability policies. **These requirements shall be clearly stated in the remarks section on the Respondent's Certificate of Insurance (COI).** A Waiver of Subrogation shall be provided in favor of the City of Joplin and their employees and agents. The selected firm shall direct its Insurer to provide a Certificate of Insurance to the City for each of the aforementioned policies before any work is performed/continued. The awarded Respondent(s) will be responsible to provide written notice to the City 60 days prior to cancellation or non-renewal of any insurance policy.

Insurance shall be written with insurance carriers approved in the State of Missouri and with a minimum Best's Rating of A-VIII with all policies written on an occurrence form basis. In addition, all carriers are subject to approval by the City. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage per State of Missouri Requirements
- Employer's Liability with limits of $1,000,000 each accident/$1,000,000 disease-policy limit/$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the City of Joplin and their employees and agents

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability, and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage not less than $5,000,000 per occurrence/$10,000,000 Annual Aggregate
- A Waiver of Subrogation shall be provided in favor of the City of Joplin and their employees and agents

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence of Combined Single Limit of Liability for Bodily Injury and Building Damage: Per Accident $1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability of no less than $50,000,000.
- The respondent agrees to maintain continuous professional liability coverage for the entire duration of this Project and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.

5) Data Breach Liability:

- $5,000,000 Occurrence/$25,000,000 Annual Aggregate 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/cyber extortion, extra expense, and network security.

INDEMNIFICATION

To the fullest extent permitted by law, the selected firm shall indemnify and hold harmless the City and their employees and agents consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Respondent to perform or furnish either of the services, or anyone for whose acts the Respondent may be liable.

MARK BID ENVELOPES: ***"Third Party Administrator Claims Services -#2024-RFP-10, 10:00 A.M., Friday, April 26, 2024"***