

Submission deadline has been extended until Monday, July 22, at 4 p.m. EST

**NEW HAMPSHIRE RETIREMENT SYSTEM
REQUEST FOR PROPOSALS FOR DISABILITY APPLICATION PROCESSING
AND
INDEPENDENT MEDICAL EXAMINER SERVICES**

This Request for Proposals (RFP) invites the submission from qualified licensed physicians and entities to offer to the New Hampshire Retirement System (“NHRS”) services relating to the processing of disability benefit applications and the provision of independent medical examinations (IME).

Offerors may submit proposals for case management of the disability application process combined with the provision of IME services or the provision of IME services only.

I. DISABILITY APPLICATION PROCESSING AND INDEPENDENT MEDICAL EXAMINER SERVICES SOUGHT

A. Background.

The New Hampshire Retirement System (“NHRS”) is a contributory public employee governmental defined benefit plan intended to be qualified under section 401(a) of the Internal Revenue Code (Code) and funded through a trust which is exempt from tax under Code Section 501(a). NHRS provides benefits to its eligible members and their beneficiaries upon retirement, disability, death, or other termination of employment. Benefits are based on members’ average final compensation and years of creditable service. Separate benefit structures apply to Group I members (employees and teachers) and Group II members (police officers and firefighters).

The plan is administered by the NHRS Board of Trustees (“Board”), consisting of 13 members including the State Treasurer as an ex-officio member, four public non-members, four employer representatives, and four members representing each of the employee classifications: employees, teachers, police, and firefighters. NHRS is governed by New Hampshire RSA 100-A, the rules and regulations promulgated by the Board, and federal tax and labor laws. The Board formulates administrative policies and procedures, authorizes benefit payments to members and their beneficiaries, and manages the trust fund. The Executive Director oversees administrative functions which are carried out by the administrative staff of approximately 70 employees.

B. General Requirements.

The Board grants disability retirements to applicants who meet the legal standards for either “ordinary” disability (i.e., not work related) or “accidental” disability (i.e., work related) retirement. The governing statute requires the use of an independent medical examiner to determine whether an applicant meets the applicable legal standard. The nature and extent of IME Services needed by the Board cannot be predetermined with reasonable precision; however, over the past five years, the NHRS has processed an average of 68 disability applications per year. The NHRS will contract with one or more providers for IME services

as described in Section I.C.

C. Statement of Work.

The specific services the NHRS anticipates needing are:

1. Case management for disability application processing and independent medical examiner services combined:
 - a. Obtain all necessary medical records necessary to perform an IME.
 - b. For accidental disability applications, collect necessary workers' compensation records.
 - c. Schedule and perform IMEs in accordance with # 2 below.
2. Independent Medical Examiner services only:
 - a. Review disability applications, applicants' medical records, and, as necessary, per NHRS policy, conduct in-person examinations of applicants and testing, as appropriate in accordance with professional standards.
 - b. Preparation of an IME Examination Statement and an examination narrative report in such form as provided by NHRS.
 - c. Review appeals filed by applicants denied disability benefits, any new medical evidence provided, and prior Board decisions.
 - d. Preparing an IME Examination Statement for appeal, and testifying, if called, during administrative hearings for disability denials.
 - e. Conduct periodic re-examinations as imposed by the Board.

D. Engagement Provisions.

The following clauses shall be included in all contracts with NHRS:

1. Compensation.
 - a. Proposed fees shall be stated in accordance with section II.C. below.
 - b. Award of an engagement does not guarantee a selected physician or entity will receive minimum amount of work.
 - c. Only reasonable, allowable, and allocable direct costs and expenses are reimbursable. Expenses are reimbursable at cost and shall not contain a mark-up of any kind.

- i. Reimbursable expenses include:
 - a. Postage;
 - b. Messenger and overnight delivery services if requested by the Executive Director or designee.

- ii. Non-reimbursable expenses include:
 - a. Telephone calls, emails, and instant and text messages;
 - b. Photocopying;
 - c. Secretarial services;
 - d. Local transportation (including after-hours transportation);
 - e. Non-local travel expenses without the prior written authorization of the Executive Director or designee.

- d. The Executive Director or designee reserves the right to object to fees and expenses considered to be excessive.

E. Contract Term.

The initial period of performance shall be three years from the effective date of the Engagement. The Engagement will automatically extend for three additional one-year periods unless NHRS provides written notice to the physician or entity of its intent to terminate not less than thirty (30) days prior to the expiration date of the initial period of performance or any subsequent anniversary date.

F. Administration Data.

The NHRS Associate Counsel and Compliance Officer is responsible for this Engagement:

Name: Mark F. Cavanaugh, Esq.
Address: New Hampshire Retirement System
54 Regional Drive
Concord, NH 03301

T: (603) 410-3592

F: (603) 410-3593

Email for Questions and RFP Submissions: IMERFP@nhrs.org

All instructions, notices, demands, other correspondence to be given by either party to the other party shall be in writing and shall be given by electronic mail or first-class mail with verification of delivery or by a recognized delivery or courier service that maintains written verification of actual delivery. Such communications shall be sufficient and effective upon delivery to the designated NHRS point of contact in this section I.F.

Invoices for work performed and expenses incurred shall be submitted to the designated NHRS point of contact in this section I. F. no later than fifteen (15) days after the end of the preceding month or in such form as mutually agreed upon by the parties.

G. Special Engagement Terms.

1. This Engagement shall be effective upon approval by the NHRS Board or its designee and the successful execution of a contract providing for the specific terms of the engagement.
2. This Engagement may be terminated by the NHRS Executive Director or designee at any time with ten (10) days prior written notice to the physician or entity.
3. Licensure. All physicians working on matters pursuant to this Agreement shall at all times be licensed and in good standing in the State of New Hampshire, another state, the District of Columbia, or the Commonwealth of Puerto Rico. The entity shall certify annually that no physicians it uses for IME Services have been sanctioned or disciplined by a regulatory body. Alternatively, the entity shall report to NHRS within 30 days of when the entity knew or should have known of any such sanction or discipline. No physician shall perform IME Services for NHRS after the imposition of any such sanction or discipline.
4. Physician Office Location. If a physical examination is required, the IME must have an office location within 100 miles of Concord, New Hampshire, unless otherwise agreed to by the parties.
5. For psychological/psychiatric evaluations only, the in-person examination may be conducted via an appropriate video conference platform, if agreed to by the parties.
6. If the continued provision of IME Services to NHRS would create a professional conflict of interest that is not subject to mitigation under any applicable rules of professional conduct, the physician or entity shall immediately cease performance and notify the NHRS designated point of contact in section I.F. above in writing. Mitigation shall not include a waiver of a conflict by NHRS.
7. This Engagement is non-exclusive and work within the purview of this Engagement may be awarded to other entities.

II. INSTRUCTIONS TO OFFERORS

A. In General.

1. Offerors must submit electronically separate technical and price proposals, each as described below in Word format.

2. Questions and proposals shall be addressed to:

Mark F. Cavanaugh, Associate Counsel and Compliance Officer
New Hampshire Retirement System
54 Regional Drive
Concord, NH 03301
Email For Questions and RFP Submissions: IMERFP@nhrs.org
603-410-3592

3. Questions must be received no later than 4:00 pm EST on **May 24, 2024**, in order to be assured of a response. Questions and responses shall be shared with all Offerors at their request.
4. Proposals must be received no later than 4:00 pm EST on **June 7, 2024**. Untimely proposals shall not be considered.
5. NHRS may convene a pre-proposal meeting to which all or some of the Offerors requesting or sent an RFP shall be invited.
6. NHRS may amend or terminate this RFP at its discretion at any time prior to awarding a letter of engagement.
7. Technical proposals shall be no more than ten (10) pages in length, excluding a cover page, an introductory page, and an index page. Pages exceeding this limit will not be considered.
8. Fee proposals shall be no more than three (3) pages in length, excluding an introductory page and an index page. Pages exceeding this limit shall not be considered.
9. The text of all proposals shall be in 12-point Times New Roman type.
10. Pages of a proposal containing confidential or proprietary information shall contain a header and footer with an appropriate restrictive legend.
11. Under no circumstances shall the NHRS be responsible for the expense of preparing a proposal for this RFP.
12. Proposals shall be self-containing and shall not refer to a web site or other external sources for additional information. Offerors may attach educational and marketing materials to their proposals, notwithstanding II.A.7. above.
13. The cover page of the technical proposal shall contain the name, title, street address, telephone and fax numbers, email address, and signature of an individual attesting that:

- a. He or she has actual authority to accept the terms of engagement on behalf of the Offeror;
 - b. The offer may be accepted by NHRS without discussions; and
 - c. The entity accepts all of the terms of the engagement as set forth herein.
14. Proposals may be withdrawn at any time up to award. Unless withdrawn, all offers shall remain in effect for ninety (90) days after the proposal due date, including any extensions thereto.
15. Graphics in a technical or price proposal shall be included in their respective page limits.

B. Technical Proposals.

Offerors shall provide in their technical proposals:

1. The names, titles, specialties, and office location of all physicians who are expected to provide IME services under the Engagement;
2. The name and contact information for the Offeror's employee who will serve as the point of contact for administrative and performance matters relating to the engagement;
3. A copy of all promotional, marketing, instructional and workflow materials relevant to the service being offered.
4. A brief description of how IME assignments are made, how workload is managed by the Offeror, and how back up assistance is provided;
5. A certification that no physician has been, in the past ten (10) years, sanctioned or disciplined by the State of New Hampshire, the U.S. Government, or any other jurisdiction from the practice of medicine;
6. A description of the Offeror's malpractice liability insurance applicable to the work described in this RFP, including limits of coverage;
7. A description of any other relevant experience and knowledge; and
8. Names and telephone numbers of three clients for purposes of reference checking.

Technical proposals shall not contain or describe proposed hourly rates or other price factors. Proposals violating this requirement shall not be considered.

C. Fee Proposals.

1. Offerors shall provide in their fee proposals the base rates for the completion of an IME Examination, and a description of what factors may increase the base rate and any fees for missed appointments.
2. Fees for case management for disability application processing in addition to IME services shall be separately stated either on a case-by-case basis or as a global annual or monthly fee.
3. Fees for affidavits, testimony, and travel shall be separately stated.
4. Offerors shall provide justifications for proposed rates significantly below, or in excess of, prevailing market rates.

D. Evaluation of Proposals.

1. Proposals shall be reviewed for soundness of technical capability and reasonableness of fees. Technical factors shall constitute 2/3 of a proposal's overall rating and fees shall constitute 1/3 of its overall rating.
2. Awards shall be made to those Offerors whose proposals are most advantageous to the NHRS, fees, and other factors considered.
3. Appropriate NHRS staff will evaluate the proposals and provide recommendations to the NHRS Board or its designee for selection.
4. Offerors may be required to make presentations to the NHRS Board or a Board committee prior to award of an engagement. Offerors shall be solely responsible for any costs associated with such presentations, including travel expenses.