

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2020, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and TRISTAR Risk Management, Inc., a California Corporation, whose address of record is 100 Oceangate, Suite 700, Long Beach, California 90802 (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project for workers' compensation third party administration for claims administration and ancillary services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide workers' compensation third party administration for claims administration and ancillary services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the workers' compensation third party administration for claims administration and ancillary services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Human Resources or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on June 30, 2023, unless terminated in accordance with the provisions of Section 12 of this Agreement.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C".

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of

competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is

based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

14. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

17. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

18. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

19. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

20. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

21. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

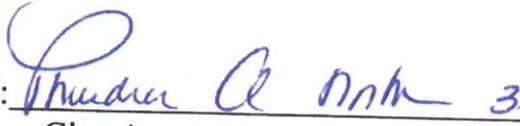
CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

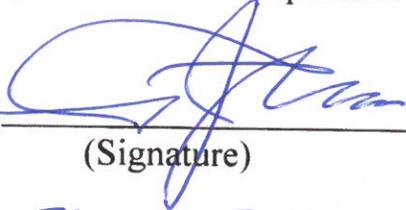
APPROVED AS TO FORM:

BY:  3-5-2020
City Attorney Date

ACCOUNT DATA:

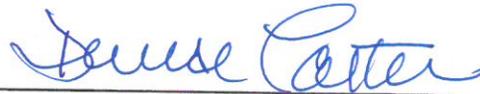
BY: _____
Verified by Finance Officer

CONSULTANT
TRISTAR RISK MANAGEMENT,
INC., A California Corporation

BY: 
(Signature)

Thomas J. Veale
(Typed Name)

Its: President
(Title)

BY: 
(Signature)

Denise Cotter
(Typed Name)

Its: CFO
(Title)

Taxpayer I.D. No. 95-2791831

ADDRESS: 100 Oceangate, Suite 700
Long Beach, CA 90802

TELEPHONE: 562-495-6600

FAX: 562-432-8619

E-MAIL: tom.veale@tristarcorp.net

Exhibit "A" Scope of Services

A.1 General Information

A.1.1 Retention Level(s): \$350,000

A.1.2 Settlement Authority: \$0

A.1.3 Reporting Agent(s):

- i) for MMSEA reporting to CMS: TRISTAR Risk Management (an affiliate of Consultant);
- ii) for MMSEA compliance and other related services: Consultant's Preferred Provider, unless City directs the use of a different vendor.

A.2 Duties of Consultant

A.2.1 In consideration of payment of the agreed-upon fees as set forth in this Agreement, Consultant agrees to perform the following services ("Services") during the Service Period as defined in Exhibit "B" and any extension or renewal thereof, if applicable, with respect to the Claims. Subject to the Settlement Authority, Consultant shall:

A.2.1.1 provide to City the following basic services ("Basic Services"):

- i) establish and maintain an electronic file with respect to each Claim ("Claim File"); such Claim Files shall include accurate records and accounts of all transactions with respect to Claims; and be maintained in accordance with prudent standards of record keeping;
- ii) conduct analysis of Claims to determine their validity and compensability in accordance with Claims' guidelines as may be agreed to by Consultant and City;
- iii) establish case-specific reserves, adjust, resist, deny and/or settle Claims:
 - up to the Settlement Authority;
 - in excess of the Settlement Authority at the direction of and with the approval of the City.
- iv) upon approval or at the direction of City, use legal counsel where appropriate and assist legal counsel in the preparation of cases for hearings, trials and/or appeals;
- v) comply with the Banking and Funding Schedule attached hereto as Schedule 1 to Exhibit "A" which Schedule governs the operation of an account maintained as set forth therein ("Account");
- vi) pursue, as deemed appropriate by Consultant, reasonable possibilities of subrogation, contribution, or indemnity (not insurance or reinsurance recoveries) on behalf of City and deposit all recovery amounts in the Account;
- vii) refer all regulatory complaints to City and cooperate with City to resolve such complaints;
- viii) report cases involving suspected fraud to the appropriate state mandated agency and when reporting to the state insurance department is required, use an internal special investigative unit or contract with an entity to provide such services; and
- ix) provide Consultant's standard claims reports to City.

A.2.1.2 provide to City information services in accordance with the provisions of Schedule 2 to Exhibit "A" attached hereto ("Information Services");

A.2.1.3 provide, or use TRISTAR Managed Care, Inc. ("TMC"), an affiliate of Consultant, to provide, utilization management services in accordance with the provisions of Schedule 3 to Exhibit "A" attached hereto ("Utilization Management Services");

- A.2.1.4** provide, or use TMC to provide, case management services in accordance with the provisions of Schedule 4 to Exhibit "A" attached hereto ("Case Management Services"); and
- A.2.1.5** provide, or use vendors to provide, all other specialty services ("Other Specialty Services") such as early intervention, medical bill review, PPO network, Specialty Carve-out PPO networks for Diagnostic Services and Durable Medical Equipment, claim call-in reporting (telephonic, electronic, fax or internet), Special Investigation (SIU), and index bureau reports. Utilization Management Services, Case Management Services, and Other Specialty Services shall be referred to collectively as "Specialty Services." Specialty Services are charged as Allocated Loss Adjustment Expenses as defined in Schedule 5 to Exhibit "A" attached hereto or, where required by state law, as loss.
- A.2.2** Unless otherwise agreed by Consultant and City, Specialty Services which are listed on Schedule 1 to Exhibit "C" attached hereto shall be provided by Consultant's Preferred Provider network, which may include Consultant, its affiliates and subsidiaries (including TMC), or third parties. Specialty Services will be charged to City as Allocated Loss Adjustment Expenses or, where required by state law, as loss. City understands and agrees that Consultant may receive compensation in connection with the Specialty Services, either by retaining a portion of the fees and expenses charged to the Account, or by receiving fees from preferred providers. The amount Consultant retains or receives will vary depending upon the preferred provider, and may be calculated based on percentage of savings, percentage of revenue to the provider, or Consultant's mark-up of provider fees. The amounts retained or received by Consultant in connection with Specialty Services are in addition to the Fees and Expenses paid to Consultant by City under Exhibit "C" of this Agreement. The fees set forth on Schedule 1 to Exhibit "C" may be adjusted from time to time without prior notice.

A.3 Duties of City

A.3.1 City shall:

- A.3.1.1** promptly forward, or cause to be forwarded to Consultant, all claims, claim forms, demands, notices, inquiries or correspondence concerning or related to Claims;
- A.3.1.2** at the time that Claims are assigned to Consultant, provide Consultant with a copy of any investigative and pertinent material;
- A.3.1.3** not comment upon, discuss with third parties, or independently adjust, attempt to settle, or otherwise process Claims without prior written notice to Consultant;
- A.3.1.4** comply with the Banking and Funding Schedule as respects the operation of the Account including City's obligation to provide funds to Consultant for the payment of all Claims and Allocated Loss Adjustment Expenses;
- A.3.1.5** cooperate with Consultant with respect to the performance of Claim services, including, but not limited to: responding promptly to Consultant's requests for information; providing timely direction to Consultant for matters exceeding its authority; meeting with Consultant, as may be needed; and making decisions as required by this Agreement and within such time periods as to meet all legal requirements applicable to the obligations under this Agreement;
- A.3.1.6** report to any and all insurers, reinsurers or intermediaries all facts, notices, documents, and information sufficient to comply with reporting requirements of said insurers or reinsurers regarding the Claims hereunder. Consultant shall make no such reports unless specifically requested in writing by City, or as specifically provided in this Agreement. Consultant shall however cooperate with City with respect to City's obligations to insurers and reinsurers;
- A.3.1.7** be responsible for managing the vendors (managed care, other third party administrators, and other services) City has contracted with and meeting all requirements in connections therewith.

Consultant will have no responsibility or liability for the obligations of vendors or City in connection with the services provided by such vendors and City shall indemnify, hold harmless, and defend Consultant against any such liability, except that Consultant shall cooperate with the vendors City contracted with and assist City with respect to such vendor requirements;

- A.3.1.8** using City's letterhead, provide written direction to Consultant in the event City elects to proceed with Utilization Management Services that do not comply with URAC guidelines as set forth on Schedule 3 to Exhibit "A"; and
- A.3.1.9** perform all such other actions and things reasonably necessary or otherwise required to enable Consultant to perform its Services under this Agreement.
- A.3.2** City represents and warrants that it is and shall remain throughout the Term a qualified self-insured under applicable state law.

A.4 MMSEA

- A.4.1** Section 111 of the Medicare, Medicaid, and SCHIP (State Children's Health Insurance Programs) Extension Act of 2007 (all of which together shall be referred to as "MMSEA") (P.L. 110-173), contains mandatory reporting requirements ("MIR") for group health plan arrangements and for liability insurance (including self-insurance), no-fault insurance, and workers' compensation (see 42 U.S.C. 1395y(b)(7) & (8)). As respects compliance with MMSEA under this Agreement:
 - A.4.1.1** City has the obligation to perform MIR requirements as respects Claims, register with the Centers for Medicare and Medicaid Services ("CMS") as a Responsible Reporting Entity ("RRE"), and provide to Consultant all relevant information including the RRE Identification Number(s) assigned. City has appointed the reporting agent(s) identified on Schedule A for the purpose of meeting MMSEA obligations including MIR requirements ("Reporting Agent(s)").
 - A.4.1.2** Reporting Agent services include determining Medicare eligibility, reporting to CMS eligible Claims using the mandated format for a determination of Medicare eligibility, processing error corrections, and providing quarterly reports. Where applicable, Reporting Agent should also respond to all inquiries and requests for conditional payments, comply with settlement approvals, negotiate and prepare claim set-aside agreements ("CSA's") and Medicare set-aside agreements ("MSA's").
 - A.4.1.3** City consents to the disclosure by Consultant of Claims information required by MIR to Reporting Agent or others for the purpose of providing MIR pursuant to this Agreement. City and Consultant agree that Claim data reported to or by CMS is confidential and each shall take reasonably necessary steps to protect the confidentiality of this data.
 - A.4.1.4** City agrees that fees and charges by Reporting Agent incurred for compliance with MMSEA and other related services shall be paid by City and charged against the Claim Files as Allocated Loss Adjustment Expenses. Such fees and charges are listed on Schedule 1 to Exhibit "C."

INITIALS: CITY: _____ CONSULTANT: _____

Schedule 1 to Exhibit "A" Banking and Funding

This Schedule 1 to Exhibit "A" shall be effective July 1, 2020 and it shall: i) apply to all Claims obligations, including loss, indemnity, and Allocated Loss Adjustment Expenses and other Claim-related expenses, and ii) remain in effect until the parties agree otherwise.

The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Schedule 1 to Exhibit "A."

1. **Account for the Payment of Claims and Allocated Loss Adjustment Expense(s)**

- 1.1 All Claims obligations, including loss, indemnity, and Allocated Loss Adjustment Expenses and other Claim-related expenses, are the obligations of City and shall be paid by City.
- 1.2 City acknowledges and agrees that the depository bank for City funds provided to Consultant for the payment of Claims and Allocated Loss Adjustment Expenses shall be **Citizens Business Bank** ("CBB").
- 1.3 City hereby authorizes Consultant to open an account with CBB in trust for ("ITF") City to be used as the depository/funding account relating to the payment of Claims and Allocated Loss Adjustment Expenses ("Account").

2. **Duties of Consultant**

- 2.1 Any amounts collected by Consultant on behalf of or for City and any amounts received from City shall be deposited in the Account. Claims and Allocated Loss Adjustment Expenses for the Claims will be paid by checks showing the identity of City that are issued by Consultant against funds in this Account. CBB shall keep records clearly recording the deposits into and withdrawals from the Account and the balance held on behalf of City. When requested by City, but no more than once each month, Consultant shall cause CBB to render an accounting detailing all transactions with respect to the Account, which accounting shall be provided by Consultant to City.
- 2.2 Consultant shall collect, process, and report data in the manner prescribed by the Internal Revenue Service for the purpose of preparing City's 1099 Miscellaneous Income filing with respect to the Claims and Allocated Loss Adjustment Expenses payments which are the subject of this Agreement. As respects the Account, Consultant shall file required Unclaimed Property reports.

3. **Duties of City**

- 3.1 All Claims obligations, including loss, indemnity, and Allocated Loss Adjustment Expenses and other Claim-related expenses, are the obligations of City and shall be funded by City as provided in this Schedule 1 to Exhibit "A." City acknowledges that at no time will Consultant be obligated to make any payments out of Consultant funds. City shall:
 - 3.1.1 transfer sufficient funds to the Account within two (2) business days of receipt of the weekly Unprocessed Payment report from Consultant to cover all obligations for Claims and Allocated Loss Adjustment Expenses that are expected to be paid on behalf of City;
 - 3.1.2 be liable for and pay any and all overdraft amounts including bank fees and charges and interest thereon. In the event Consultant pays any such amounts on City's behalf pursuant to Consultant's agreement with the Bank, City shall immediately reimburse Consultant upon demand; and
 - 3.1.3 except as provided in Section 3.1.2 above, not be responsible for fees charged by CBB to administer the City transactions and the Account. However, earnings or credits earned are applied toward such bank fees, with the excess, if any, retained by Consultant.

- 3.2** The City shall provide such documents, written authorizations or resolutions, in a form required or acceptable to the Bank, authorizing Consultant and/or the Bank to effect the funding and payment arrangement agreed to under this Schedule 1 to Exhibit "A".
- 3.3** In the event of any dispute between Consultant and City regarding the propriety of any request for additional funds as contemplated by Subsection 3.1 above, or regarding the propriety of Consultant's actions in paying or determining to pay a Claim or Claims or an Allocated Loss Adjustment Expense, City shall nonetheless permit or make the payments to the Account under a reservation of rights so that City may enforce its rights with respect to any such payments or any other matters relating to this Schedule 1 to Exhibit "A".
- 3.4** The City's obligations under this Section 3 have been duly authorized by all necessary corporate action of the City and do not and will not violate any provision of law or of the City's charter, or by-laws, or require any consent or result in the breach of any agreement to which the City is a party or by which it may be bound or affected.

INITIALS: CITY: _____ CONSULTANT: _____

Schedule 2 to Exhibit "A" Information Services

The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Schedule 2 to Exhibit "A".

1. **Scope of Services**

In consideration of the payment of the applicable fees calculated in accordance with Exhibit "C", Consultant shall furnish the following to City ("Information Services"):

- online access to Consultant's claim system ("Consultant System"); and
- related materials.

2. **Limited Warranty**

CONSULTANT MAKES NO WARRANTY OR REPRESENTATION RELATING TO CONSULTANT SYSTEM, THE INFORMATION SERVICES, OR ANY OTHER SERVICES, OR MATERIALS PROVIDED IN CONNECTION THEREWITH. THE CONSULTANT SYSTEM AND MATERIALS ARE FURNISHED AND ALL INFORMATION SERVICES ARE RENDERED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. CONSULTANT DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **Limitation of Liability**

- 3.1 City's exclusive remedy for damage or loss in any way connected with any Information Services furnished by Consultant, whether by breach of warranty, negligence or any breach of any other duty, shall be for Consultant to refund the amount paid for the Information Services, for which a claim is made.
- 3.2 City assumes sole responsibility for the selection of the Information Services, to achieve its intended results and for the use made and the result obtained. EXCEPT AS PROVIDED IN THIS SCHEDULE 2 TO EXHIBIT "A", CONSULTANT SHALL NOT BE LIABLE FOR DIRECT DAMAGES OR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, CONSULTANT IS NOT RESPONSIBLE FOR ANY COSTS INCURRED AS A RESULT OF THE USE OF THE INFORMATION SERVICES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF DATA, COSTS OF RECREATING DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY THIRD PARTY. CONSULTANT'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE INFORMATION SERVICES IS LIMITED TO THE AMOUNT OF FEES THAT CUSTOMER HAS PAID IN CONNECTION WITH THE SERVICE FOR WHICH CUSTOMER CLAIMS CONSULTANT'S BREACH OF THIS AGREEMENT. THE PROVISIONS OF THIS AGREEMENT THAT LIMIT CONSULTANT'S WARRANTIES AND CUSTOMER'S REMEDIES REPRESENT AN ALLOCATION OF RISK BETWEEN CONSULTANT AND CUSTOMER. CONSULTANT'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

4. **Proprietary Rights**

- 4.1 City's rights to Information Services under this Agreement may not be transferred, leased, assigned, or sublicensed except by written consent of Consultant, which Consultant may grant or withhold at its discretion.

4.2 City acknowledges that the Information Services contain proprietary and confidential information and materials of Consultant which are protected as Consultant trade secrets and as copyrighted works, and which City may not copy, modify, or distribute except as authorized by Consultant. City agrees not to remove or deface any titles, trademarks, copyright notices, "restricted rights" or other proprietary legends affixed to or incorporated in the Consultant System or the Information Services.

4.3 All systems created or utilized by Consultant in the performance of activities under this Agreement shall belong to, and shall remain the property of, Consultant and its affiliates, and City shall have no ownership interest therein. The term "systems" as used herein shall include, but shall not be limited to, computer programs, computer equipment, formats, risk data report formats, procedures, documentation and internal reports of Consultant and its affiliates, but such term shall not include Claims File Information.

5. Internet Use

Information transmitted and received through the internet may be neither secure nor confidential and Consultant cannot and does not guarantee the privacy, security, authenticity, and non-corruption of any information so transmitted or stored in any system connected to the internet. Consultant shall not be responsible for any adverse consequences whatsoever of City's connection to or use of the internet, and Consultant shall not be responsible for any use by City of City's internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

6. Privacy

6.1 In the course of providing Information Services, Consultant may provide to City or City may gain access to or generate personally identifiable, financial and/or health information of consumers, insureds or claimants which may include confidential information (hereinafter collectively "Protected Information") which may be subject to federal, state and local laws. City acknowledges and agrees that it (i) shall at all times comply with all federal, state and local laws and regulations applicable to Protected Information and (ii) shall only use the Protected Information for the purposes for which it was provided under this Agreement and for no other purpose. Except as permitted by applicable law or as necessary to carry out its obligations under this Agreement, City shall not disclose, license, sell or otherwise transfer Protected Information to a third party.

6.2 City shall immediately notify Consultant of any violations of any such law or regulation applicable to provision of services under the Agreement or of any complaint or judicial or administrative proceeding initiated concerning any actual or alleged violation of such law or regulation. Notwithstanding the termination or expiration of the Agreement, City shall comply with this Section 6 with respect to all Protected Information in City's possession or in the possession of City's subcontractors or any other third party over which it has control.

INITIALS: CITY: _____ CONSULTANT: _____

Schedule 3 to Exhibit "A" Utilization Management Services

The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Schedule 3 to Exhibit "A."

1. Description

- 1.1 Utilization Management Services is the evaluation of requests for treatment and/or procedures by determining the medical necessity, appropriateness and efficient of the requested services.
- 1.2 Utilization Management Services may include pre-certification and concurrent review which shall be performed in accordance with the regulations of the pertinent state, as well as under the guidelines of Consultant's written policies and procedures and URAC guidelines. TMC's policies and procedures will meet all state statutes and regulations for workers' compensation. Telephone access, hours of operation, level of reviewers, peer review services, time frames and letters may all be specified by any one or more of the following entities: (i) URAC, or (ii) applicable State Department of Insurance.

2. Scope of Services

- 2.1 In consideration of the fees set forth on Schedule 1, to Exhibit "C" TMC will perform Utilization Management Services, which may include the following. TMC shall:
 - i) Provide qualified health professionals that operate and complete utilization reviews during normal business hours;
 - ii) Employ a credentialed staff of health professionals to perform utilization reviews;
 - iii) Perform reviews following the prospective requests for review or after the injury to determine medical necessity. Utilization management that is conducted prior to an injured workers admission is considered pre-certification. Concurrent reviews occur while treatment is being delivered to an injured worker. This review assesses the patient's condition while in the hospital or for outpatient treatment(s) and/or procedures. Concurrent or prospective reviews are conducted within five (5) days from the receipt of the necessary medical information, but in no event more than fourteen (14) days from the treatment recommendations;
 - iv) Perform expedited reviews when a) the injured worker faces an imminent and serious threat to his or her health, including but not limited to the potential loss of life, limb, or other major bodily function, or b) the normal time frame for the decision-making process would be detrimental to the injured worker's life or health or could jeopardize the injured worker's permanent ability to regain maximum function. An expedited review will not exceed seventy-two (72) hours after receipt of the written information reasonably necessary to make a determination;
 - v) Complete retrospective reviews at the request of Consultant or City. Retrospective reviews must be requested within thirty (30) days from the receipt of all medical information;
 - vi) Provide peer review services through independent IRO's that have achieved URAC accreditation. Any treatment requests that do not meet URAC guidelines cannot be authorized by TMC and must be referred for peer review. The peer reviewer will review the information from the treating physician and may contact the provider directly for additional information. If the peer reviewer agrees with the treatment plan, a recommendation to certify will be issued and sent to TMC. If the peer reviewer still finds the treatment not within guidelines, a letter to not certify is issued to the appropriate parties; and
 - vii) Offer a process whereby an injured worker or provider on behalf of that injured worker may contest an adverse determination. In order for TMC to respond appropriately to a wide range of appeal situations, TMC will provide the injured worker and provider with the required information in order to complete the appeal process.

INITIALS: CITY: _____ CONSULTANT: _____

Schedule 4 to Exhibit "A" Case Management Services

The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Schedule 4 to Exhibit "A."

1. Description

- 1.1 Case Management Services, which are provided in order to achieve quality healthcare services and contain costs, begin with injured employee identification and referral, examples of which include catastrophic injuries or illnesses, injuries associated with invasive treatment (e.g., Surgery), and individuals at risk for non-compliance with treatment.

2. Scope of Services

- 2.1 In consideration of the fees set forth on Schedule 1, to Exhibit "C", TMC will perform Case Management Services, which may include the following. TMC shall:

- i) Perform a thorough assessment of the injured worker's situation;
- ii) Develop a case management plan including specific, measurable goals that focus on meeting the injured worker's needs through utilization of appropriate resources;
- iii) Work with all medical service providers and coordinate activity in order to provide the best response to treatment;
- iv) Offer treatment recommendations utilizing nationally recognized evidence-based treatment guidelines such as Official Disability Guidelines (ODG), American College of Occupational Environmental Medicine (ACOEM), the Medical Treatment Utilization Schedule (MTUS), or other evidenced-based guidelines to ensure a cost effective treatment plan is in place;
- v) Establish a target date for return to light and/or full duty in coordination with the City;
- vi) Monitor treatment provided to an injured worker to ensure quality and appropriateness; and
- vii) Close case when goals are met and the injured worker has improved medically.

INITIALS: CITY: _____ CONSULTANT: _____

Schedule 5 to Exhibit "A"
Definition "Allocated Loss Adjustment Expense"

- 1.1** For the purposes of this Agreement, Allocated Loss Adjustment Expense(s) ("Allocated Loss Adjustment Expense(s)") shall mean any fee or expense which is chargeable or attributable to the investigation, coverage analysis, adjustment, negotiation, settlement, defense or general handling of any Claim(s) or action(s) related thereto, or to the protection and/or perfection of the City's right of subrogation, contribution or indemnification, all as reasonably determined by Consultant.
- 1.2** Allocated Loss Adjustment Expense(s) may be incurred for services provided by Consultant, its affiliates and subsidiaries, or third parties and include, but are not limited to, the following:
 - 1.2.1** attorney's fees and disbursements incurred in connection with the determination of coverage and/or the adjustment, defense, negotiation or settlement of any Claim; attorney's fees incurred for representation at depositions, hearings, pretrial conferences and/or trials;
 - 1.2.2** fees and expenses incurred for: handling any Alternative Dispute Resolution proceeding ("ADR"); legal actions, including trials or appeals; pursuing any declaratory judgment action, including deposition fees; cost of appeal bonds; court reporter or stenographic services, filing fees, and other court costs, fees and expenses; transcript or printing services and all discovery expenses; service of process; witnesses' testimony, opinions, or attendance at hearings or trial;
 - 1.2.3** fees and expenses for attendance at or participation in ADR proceedings, hearings, trials or other proceedings by Consultant personnel or its subcontractors;
 - 1.2.4** statutory fines or penalties; pre- and post-judgment interest paid as a result of litigation, unless regulatory or reporting requirements define such interest as loss or indemnity payments;
 - 1.2.5** subcontractors' fees and travel expenses, including independent adjusters, automobile and property appraisers, to the extent that same are incurred in the adjustment, negotiation, settlement or defense of any Claim;
 - 1.2.6** fees and expenses incurred in conjunction with the telephonic, web, or other electronic methods of reporting Claims as set forth on Schedule 1 to Exhibit "C";
 - 1.2.7** experts' fees and expenses including reconstruction experts, engineers, photographers, accountants, economists, metallurgists, cartographers, architects, hand-writing experts, physicians, appraisers and other natural and physical science experts, plus the fees and expenses associated with preparation of expert reports, depositions, and testimony;
 - 1.2.8** fees and expenses for surveillance, undercover operative and detective services or any other investigations;
 - 1.2.9** fees and expenses for: medical examinations, or autopsies, including diagnostic services, and related transportation services; durable medical equipment; and medical reports and rehabilitation evaluations, unless regulatory or reporting requirements define such fees and expenses as loss or indemnity payments;
 - 1.2.10** fees and expenses for any public records, medical records, credit bureau reports, index bureau reports, and other like reports as set forth on Schedule 1 to Exhibit "C";

- 1.2.11 fees and expenses incurred where Consultant determines it is reasonable to pursue the rights of contribution, indemnification or subrogation of the City, including attorney and collection agency fees and/or expenses;
- 1.2.12 medical or vocational rehabilitation fees and expenses, and all other medical cost containment services, including, but not limited to utilization review and management, pre-audit admission authorization, hospital bill audit or adjudication, provider bill audit or adjudication, and medical case management, if applicable, unless regulatory or reporting requirements define such expenses as loss or indemnity payments as set forth on Schedule I to Exhibit "C"; and
- 1.2.13 extraordinary travel and related fees and expenses incurred by Consultant at the express request of City, which are not otherwise payable under this Agreement.
- 1.3 With respect to Consultant's determination that a fee or an expense incurred pursuant to this Agreement is an Allocated Loss Adjustment Expense, Consultant makes no representation or warranty and assumes no responsibility that such determination (i) is in compliance with or meets the requirements of any statistical plan filing, statutory, regulatory, or insurance industry reporting scheme or the definition of "Allocated Loss Adjustment Expense" thereunder; (ii) is or could be characterized as payment of loss or indemnity; or (iii) is or is not subject to insurance or reinsurance coverage or limits. City agrees that it is responsible for making all such judgments and for complying with any and all such requirements.

INITIALS: CITY: _____ CONSULTANT: _____

Exhibit "B"
Time of Performance

B.1 Service Period

B.1.1 In consideration of payment by City of the fees described in Exhibit "C" Consultant will provide the Services for the periods set forth below ("Service Period"):

Basic Services. Consultant will provide Basic Services for each Claim beginning on the date the Claim is reported to Consultant and ending on the sooner of:

- i) the date the Claim is closed; or
- ii) the effective date of termination of this Agreement in accordance with any provision of Section 12; or
- iii) June 30, 2023.

Information Services. Consultant will provide Information Services beginning on the Effective Date and ending on the date Consultant is no longer obligated to provide Basic Services as set forth above.

INITIALS: CITY: _____ CONSULTANT: _____

Exhibit "C"
Fees and Expenses

This Exhibit "C" shall be effective July 1, 2020 and it shall: i) apply to all Services provided on or after that date, and ii) remain in effect until the parties agree on new rates.

The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Exhibit "C."

C.1 Basic Fees

C.1.1 Fees for Basic Services and Information Services. In consideration for the Basic Services, including a dedicated examiner and the first three (3) users of Information Services, performed by Consultant during the Service Period for Claims, Consultant shall be entitled to and City shall pay Consultant in accordance with Section C.7 the following annual fee ("Annual Services Fee") in monthly installments ("Monthly Installment(s)") in advance, subject to any increases made in accordance with Section C.4:

ANNUAL PERIOD	ANNUAL SERVICES FEE	MONTHLY INSTALLMENT
7/1/20 to 6/30/21	\$95,000	\$7,916.67

Subsequent Annual Periods during the Term:

The Annual Services Fee(s) shall be increased as of July 1, 2021 and again as of July 1, 2022 ("Increase Date"). Each such increase shall be equal to the greater of:

- a) Three and one-half percent (3.5%); or
- b) The annual increase in the US Consumer Price Index - Urban for Fresno published by the US Department of Labor ("CPI-U") which shall be determined by comparing the CPI-U for the nearest month preceding the Increase Date that CPI-U is available to the CPI-U for the same month twelve (12) months earlier.

C.1.2 Fees for Optional Services requested by City. In consideration for the services listed below (collectively, "Optional Service(s)") rendered during the Service Period upon the request of City and in accordance with this Agreement, City agrees to pay Consultant at the following rates ("Optional Rates") in accordance with Section C.7, subject to any increases made in accordance with Section C.4, for as long as the Optional Services are provided:

If requested by City:

- i) **For each additional user in excess of three (3):** Seven Hundred Fifty dollars (\$750) per user ("Additional User Rate");
- ii) **OSHA Reports:** Four Thousand dollars (\$4,000) per year ("OSHA Rate");
- iii) **Standard Data File (monthly):** One Thousand Two Hundred dollars (\$1,200) per year ("Data File Rate")
- iv) **Self-Insured Reports:** in accordance with Consultant's rates, which vary by state, then in effect ("SIR Report Rate"); and
- v) **Customized Interface:** on a Time and Expense basis at the hourly rate of One Hundred Fifty dollars (\$150) ("Customized Interface Rate").

The Additional User Rate, OSHA Rate, and Data File Rate each shall be pro-rated for each applicable Optional Service added at any time other than as of the Effective Date or a subsequent Increase Date, as hereinafter defined.

The Optional Rates may be increased at any time on or after July 1, 2021 (“Increase Date”) subject to the following:

- i) Each such increase shall apply to all Optional Services provided on or after each such Increase Date; and
- ii) There shall only be one (1) increase in each twelve (12) month period beginning on July 1 of each year.

C.2 Increases due to Material Change in business terms

C.2.1 In addition to the foregoing, City agrees that Consultant, in its sole discretion, reserves the right to make adjustments to the Annual Services Fee and Optional Rates (collectively, “Basic Fees”) as it deems necessary in the event any of the following occurs:

- i) a material discrepancy is discovered in the historical data and any other information provided to Consultant by City or its representatives that is used by Consultant to develop the Basic Fees and this Agreement; and
- ii) there is a material change in the scope of services to be provided by Consultant, including the use of Consultant’s Preferred Provider network.

C.3 Additional Services Fees

C.3.1 The Basic Fees shall apply to Services, other than Specialty Services, rendered during the Service Period for Claims. Should Consultant be engaged by City to provide any other service, City shall pay Consultant for such services, in accordance with Section C.5, on a Time and Expense basis at Consultant’s then current hourly rates unless other rates are mutually agreed upon (“Additional Services Fees”).

C.4 Expenses

C.4.1 Reimbursable Expenses. City shall reimburse Consultant for those expenses which are incurred by Consultant in the rendering or performance of services and not incorporated in the Basic Fee (“Reimbursable Expenses”). Reimbursable Expenses include, but are not limited to, any data processing or telecommunications charges, hotel, travel, living and out-of-pocket expenses related to the provision of services pursuant to this Agreement.

C.4.2 Taxes. City shall be responsible to pay directly to the applicable taxing authority or to Consultant, if imposed on Consultant, all federal, state and local taxes (other than net income taxes) which Consultant may be required to pay or collect or which may be incurred or assessed against Consultant or City, under any existing or future law, relating to the sale, delivery, rendering or provision of services by Consultant to City (“Taxes”).

C.5 Payment

C.5.1 Notwithstanding any expiration or sooner termination of this Agreement:

- i) the Annual Services Fee shall be deemed fully earned, due, and nonrefundable upon the first (1st) day of each twelve (12) month period for which it is incurred.

Optional Rates (if Optional Services requested by City and provided by Consultant):

- ii) the Additional User Rate, OSHA Rate, and Data File Rate shall be deemed fully earned, due and non-refundable as of the date a new user is added or an Optional Service is provided, and each subsequent annual anniversary of the Effective Date; and
- iii) the SIR Report Rate and Customized Interface Rate each shall be deemed fully earned, due, and nonrefundable when it is incurred.

C.5.2 All Fees and Expenses shall be payable by City to Consultant in accordance with Section 5.5 of the Agreement and invoiced as follows:

- i) Beginning on the Effective Date, Monthly Installments shall be invoiced by Consultant monthly, in advance; and

If there are any:

- ii) Additional Services Fees, Optional Rates, Reimbursable Expenses, and Taxes shall be invoiced by Consultant at the end of the month in which they are incurred and/or assessed.

C.6 Payment of Claims and Allocated Loss Adjustment Expense(s)

C.6.1 In addition to the invoices for Fees and Expenses addressed in this Exhibit "C," all Claims obligations, including loss, indemnity, and Allocated Loss Adjustment Expenses and other Claim-related expenses, are the obligations of City and shall be funded by City as provided in the Banking and Funding Schedule. City acknowledges that at no time will Consultant be obligated to make any payments out of Consultant funds.

INITIALS: CITY: _____ CONSULTANT: _____

Schedule 1 to Exhibit "C"
Preferred Provider Specialty Services

This Schedule 1 to Exhibit "C" is effective from July 1, 2020. These Preferred Provider Specialty Services fees are paid as Allocated Loss Adjustment Expenses or, where required by state law, as loss.

SERVICES	FEES
MANAGED CARE	
Medical Bill Review:	
Provider/Ancillary Bill Review	14% of savings
Hospital Bill Review (in and outpatient)	14% of savings, capped at \$5,000 per bill
Clinical Nurse Review	27% of savings
Implantable Device Review	30% of savings
PPO/Pharmacy/DME	} 27% of Savings (all savings are post fee schedule or U&C); reviewed at \$5,000 per bill
Specialty Bill/Out of Network Review	
e-billing	\$1 per bill
Duplicate Bills	} No Charge
Duplicate Line Items	
Monthly Savings Reporting	
Utilization Review:	
Pre-clinical review	\$25 per pre-clinical review. Fee waived if case proceeds to utilization review
Pre-Certification (In- or Out-Patient and medications)	\$140 per pre-certification
Concurrent Review (Review during hospitalization or outpatient treatment, as treatment progresses to ensure duration and type of treatment meet appropriate guidelines)	\$125 per hour.
Peer Review:	
Level 1 (Includes review of medical records and communication of decision in writing to all parties)	\$275 flat rate for peer review of episodes of care identified on medical bill review.
Level 2 (Includes review of medical records, discussion with treating physician and communication of decision in writing to all parties)	\$295 flat rate when assigned by a nurse case manager following case manager file review, or receipt of a referral by adjuster for review.
Enhanced Intake and Nurse Triage:	
Enhanced Telephonic First Notice (Operator service by medical assistants. Injured employee and/or supervisor calls to report claims, assistance with PPO direction, questions and referrals. Optional integration with nurse triage services.)	\$25 per intake call (waived if call moves to triage)
Telephonic Nurse Triage (Nurse aids injured worker in self-treatment or sets up appointment with appropriate provider utilizing medical triage guidelines/follow up calls)	\$120 per intake call

SERVICES	FEEs
Nurse Case Management:	
Telephonic Case Management	\$120 per hour
Field Case Management	\$120 per hour <i>*plus Mileage at IRS mileage rate</i>
Field Case Management - Tasks	One time visit to provider \$475 plus mileage Two visits to provider \$750 plus mileage Medical record retrieval \$135 plus mileage Job Analysis \$475 plus mileage
Catastrophic Case Management (High level of RN interaction with immediate response to significant injury, e.g. severe head injury, severe burns, gunshot. Available 24x7)	\$175 per hour plus mileage
Pharmacy:	
Nurse Intervention: Complex Pharmacy Management, Weaning Protocols (Available when opioids have been prescribed for 60+ days with no evidence that physician will end treatment pattern.)	\$125 per hour
Physician Intervention: Complex Pharmacy Management. (Utilized in instances of numerous drug interactions of opioids, hypnotics and anti-depressants, requiring a physician-to-physician review of treatment pattern and weaning options. Follow up calls made by nurse case manager.)	\$125 per hour nursing intervention plus pass through of actual physician fees
Pharmacist Medication Review: 1-2 medications with full record review and recommendations 3-6 medications with full record review and recommendations 7 or more medications with full record review/recommendations	\$450 flat rate \$675 flat rate \$900 flat rate
Other Networks:	
California Medical Provider Networks (MPN)	Standard MPN: \$5 per bill (plus medical bill review fee) Custom MPN: Available upon request
Liability Medical Cost Containment:	
Liability Medical Bill Review	\$30 flat fee per bill
RN Liability Medical Review	\$125 per hour

OTHER SERVICES	
Special Investigations	Outsourced, at cost – typically \$89-\$95 per hour
Central Index Bureau/OFAC/CSE	\$18 per report
MSA Cost Projection	\$2,100 flat rate
Claim Reporting: Fax or Internet	\$10 per report
MMSEA Reporting	\$10 per claim
Mileage	IRS allowance rate

INITIALS: CITY: _____ CONSULTANT: _____