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<https://www.planjpa.org/>

**EXECUTIVE COMMITTEE MEETING
AGENDA**

**Wednesday, March 6, 2024
10:00 a.m.**

Zoom

Please contact Katie Sullivan for videoconference information.

All or portions of this meeting will be conducted by teleconferencing in accordance with Government Code Section 54953(b). Teleconference locations are as follows: Sedgwick, 1750 Creekside Oak Drive, Suite 200, Sacramento, CA 95833; Town of Atherton; 91 Ashfield Road, Atherton, CA 94027; City of Burlingame, 501 Primrose Rd, Burlingame, CA 94010; City of Half Moon Bay, 501 Main Street, Half Moon Bay, CA 94022; Town of Los Gatos, 110 East Main St., Los Gatos, CA 95030; City of Morgan Hill, 17575 Peak Ave, Morgan Hill, CA 95037; City of Pacifica, 170 Santa Maria Avenue, Pacifica, CA 94044; City of San Carlos, 600 Elm St, San Carlos, CA 94070; and Town of Woodside, 2955 Woodside Road, Woodside, CA 94062.

Each location is accessible to the public, and members of the public may address the Executive Committee from any teleconference location.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation to participate in this meeting, please contact Katie Sullivan at katie.sullivan@sedgwick.com (916) 244-1164 or (916) 244-1199 (fax). Requests must be made as early as possible, and at least one full business day before the start of the meeting.

Documents and materials relating to an open session agenda item that are provided to the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA) Executive Committee less than 72 hours prior to a regular meeting will be available for public inspection at 1750 Creekside Oaks Dr., Suite 200, Sacramento, CA 95833.

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|--------------------|---|
| <u>Page</u> | 1. CALL TO ORDER |
| | 2. INTRODUCTIONS |
| | 3. APPROVAL OF AGENDA AS POSTED (OR AMENDED) |

* Reference materials enclosed with staff report.

- Page**
- 4. PUBLIC COMMENTS** - The Public may submit any questions in advance of the meeting by contacting Katie Sullivan at: katie.sullivan@sedgwick.com. This time is reserved for members of the public to address the Committee relative to matters of the Executive Committee not on the agenda. No action may be taken on non-agenda items unless authorized by law. Comments will be limited to five minutes per person and twenty minutes in total.
- 3**
- 5. ADMINISTRATIVE MATTERS**
*A. Discussion Regarding Third-Party Administration Request for Proposal
Recommendation: Staff makes no recommendation regarding this item.
- 6. CLOSING COMMENTS**
This time is reserved for comments by Executive Committee members and/or staff and to identify matters for future Executive Committee business.
A. Executive Committee
B. Staff
- 7. ADJOURNMENT**

ADMINISTRATIVE MATTERS

SUBJECT: Discussion Regarding Third-Party Administration Request for Proposal

BACKGROUND AND HISTORY:

Beginning in October of 2022, PLAN JPA had started receiving regular updates from the Third-Party Administrator (TPA) (services provided by Sedgwick Claims Administration, Inc.) due to an increased number of pool member concerns regarding the mismanagement of property and liability claims. In March of 2023, the Board of Directors received a stewardship report from the TPA that included previous and current challenges as well as how they intended to address and resolve issues that may arise in the future.

The Executive Committee decided to begin the exploration a request for proposal process for TPA services.

While all services are contracted to PLAN JPA, several services, including administrative services, loss control, and claims administration (through a TPA) are offered through the same provider, via separate and distinct contracts. Because of this reason, staff has provided feedback to the Executive Committee as well as the Board of Directors that they have an active conflict of interest in performing the work for an RFP. In early 2023, PLAN JPA's coverage attorney, Byrne Conley, provided a referral for a consultant to assist in the process. In addition, the Board's attorney, Greg Rubens, was directed to shepherd the pool through the RFP.

In June 2023, Mr. Rubens informed the Board of Directors that he would be leaving his law firm and would not be able to continue the RFP process, but all his duties and responsibilities would be passed on to his replacement.

In November 2023, the Board of Directors executed a professional services contract with a new Board attorney, Marc Zafferano. In the same meeting, the Board held discussion regarding the performance of its service providers. At the conclusion of its discussion, the Board provided authority to the Executive Committee to oversee the entire process including contract execution and directed to staff to work with Mr. Zafferano to contact the consultant regarding the RFP and move ahead with receiving a proposal and presenting the Executive Committee with the draft contract.

During its January 25, 2024, meeting, the Executive Committee approved the proposal with Clovis Consultants and Associates. The contract was executed on February 9, 2024, and is attached to this item for reference.

Several questions have been raised regarding this professional services contract and the consultant's performance and at the request of the Board President, should be formally discussed by the Executive Committee.

STAFF RECOMMENDATION:

Staff makes no recommendation regarding this item.

REFERENCE MATERIALS ATTACHED:

- PLAN JPA Contract with Clovis Consultants and Associates.

PROFESSIONAL SERVICES AGREEMENT

By and Between

PLAN JPA

and

Clovis Consultants and Associates

for

Request for Proposal Consulting for Third Party Administrator

January 25, 2024

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PROFESSIONAL SERVICES AGREEMENT

By and Between POOLED LIABILITY ASSURANCE NETWORK

and Clovis Consultants and Associates

For REQUEST FOR PROPOSAL CONSULTING FOR THIRD PARTY ADMINISTRATOR

THIS AGREEMENT (this “Agreement”) is made and entered into as of the 25th day of January 2024, by and between Pooled Liability Assurance Network. (herein called “PLAN.”), a Joint Powers Authority, and Clovis Consultants and Associates.

RECITALS

WHEREAS, PLAN requires certain work services as described in Exhibit “A” of this Contract; and

WHEREAS, the services required for the Project cannot be performed satisfactorily by the officers of PLAN; and

WHEREAS, the parties hereto now wish to enter into this Agreement pursuant to which CONSULTANT will render professional services in connection with the Project as hereinafter provided.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

CONSULTANT's services are generally described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. CONSULTANT agrees to provide legal services for the tasks identified as directed by the General Manager.

2. PERIOD OF PERFORMANCE

CONSULTANT's services hereunder shall commence upon issuance of a written Notice to Proceed (NTP) issued by PLAN's Assistant General Manager and shall continue until the project is completed but in no way past January 25, 2025 or until otherwise terminated or extended as hereinafter provided by written amendment, except that all indemnity and defense obligations hereunder shall survive termination of this Contract. CONSULTANT shall not

be compensated for any Work performed or costs incurred prior to the approval of the Board of Directors or if authority has been granted to the Executive Committee.

PLAN, at its sole discretion, may extend the original term of the Contract through the issuance of a Board approved amendment.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. CONSULTANT shall be compensated for services based on the hourly rates for the key personnel set forth in Attachment A, RFP Development Proposal, attached hereto and incorporated herein by this reference, which include all applicable surcharges such as taxes, insurance, and fringe benefits as well as indirect costs, overhead and profit allowance, materials, and supplies.

B. Expenses. PLAN will reimburse CONSULTANT for all expenses deemed reasonable and necessary that are defined in the proposal incurred by CONSULTANT in the performance of this Agreement.

C. Method of Payment. CONSULTANT shall submit invoices for services rendered on a monthly basis, identifying the work for which payment is requested; the hours worked or the deliverable completed; any authorized expenses, together with receipts for such expenses, if requested; the total amount requested; and the cumulative amount billed and paid under this Agreement. Payment shall be made by PLAN within thirty (30) days of receipt of an acceptable invoice, approved by a designated representative. All invoices shall be made in writing and delivered or mailed to PLAN as follows:

“Attention: PLAN”

4. AMENDMENTS

PLAN reserves the right to request changes in the services to be performed by CONSULTANT. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director or a designated representative and CONSULTANT and specifically identified as amendments to the

Agreement. Any services added to the scope of the Agreement by an amendment shall be subject to all applicable conditions of the Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

5. TERMINATION

PLAN may terminate this Agreement, in whole or in part, at any time by written notice to CONSULTANT. Upon receipt of notice of termination, CONSULTANT shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to PLAN. CONSULTANT shall be reimbursed for hours performed, plus expenses, up to the time of termination, not to exceed the maximum amount payable under the Agreement or, for deliverables-based payment, not to exceed the maximum payable for the deliverable.

CONSULTANT may withdraw from representation of PLAN, and terminate this Agreement, at any time, as required or permitted by Rule 3-700 of the California Rules of Professional Conduct, on "Termination of Employment," operative May 27, 1989 (and as those Rules may be amended from time to time).

6. INSURANCE REQUIREMENTS

- a. Minimum Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-VIII or better.
 - i. Workers' Compensation Insurance – This section is deleted
 - ii. Commercial General Liability Insurance – This section is deleted
 - iii. Business Automobile Insurance – This section is deleted
 - iv. Errors and Omissions Professional Liability Insurance (if applicable) in an amount no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. If

such policy is written on a “Claims-Made” (rather than an “occurrence”) basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/subconsultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/subconsultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/subconsultant working on behalf of the CONSULTANT on the project.

- v. Property Insurance. – This section is deleted
- vi. Non-Limitation of Insurance Requirements. The insurance coverage provided, and limits required under this Contract are minimum requirements and are not intended to limit the CONSULTANT’s indemnification obligations under the Contract, nor do the indemnity obligations limit the rights of the Indemnified Parties to the coverage afforded by their insured status. To the extent required by Law in connection with Work to be performed, the CONSULTANT shall obtain and maintain, or cause to be obtained and maintained, in addition to the insurance coverage expressly required under this Contract, such other insurance policies for such amounts, for such periods of time and subject to such terms as required by Law and any other agreements with which the CONSULTANT is required to comply, including any Third-Party Agreements. Liability insurance coverage will not be limited to the specific location designated as the Site, except that if the CONSULTANT arranges project-specific general liability, excess liability, or workers’ compensation

coverage, limitations of coverage to the Site will be permitted subject to PLAN approval and use of the broadest available site-specific endorsements. No liability policy will contain any provision or definition that would serve to eliminate so-called “third-party-over action” claims, including any exclusion for bodily injury to an employee of the insured or of any Subcontractor. The CONSULTANT acknowledges and will at all times comply with the provisions of Labor Code Section 3700 which require every employer in the State to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code.

- b. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT’s policies without right of contribution from PLAN. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that PLAN seeks coverage as an additional insured under any CONSULTANT insurance policy that contains a deductible or self-insured retention, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONSULTANT, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONSULTANT or subconsultant is not a named defendant in the lawsuit.

- c. Notice of Termination. All CONSULTANT policies shall provide that the insurance carrier shall give written notice to PLAN at least 30 days prior to cancellation of the policy or policies (unless canceled for non-payment, then 10 days prior written notice will be given) and shall provide notice of such cancellation to PLAN and any other additional insured.

- d. Additional Provisions. Each policy or policies of insurance described in Commercial General Liability Insurance, above, shall contain the following provisions:
- Inclusion of PLAN, its successor entity, and their respective commissioners, officers, representatives, agents and employees, as additional insureds with respect to work or operations in connection with this Agreement.
 - Endorsement providing that such insurance is primary insurance, and no insurance of PLAN will be called on to contribute to a loss.
- e. Certificates of Insurance. Prior to commencement of any work hereunder, CONSULTANT shall deliver to PLAN Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. CONSULTANT agrees, upon written request by PLAN, to furnish copies of such policies or endorsements, certified by an authorized representative of the insurer.
- f. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto.

7. STATUS OF CONSULTANT

CONSULTANT is an independent contractor retained through this Agreement to provide legal services in specific areas of law and not to participate in or advise PLAN on general ongoing decisions. CONSULTANT is not an employee of PLAN and has no authority to contract or enter into any other agreement in the name of PLAN. CONSULTANT has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT who are assisting in the performance of services under this Agreement. CONSULTANT shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters.

CONSULTANT shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

CONSULTANT shall conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendations, or counsel independent of the control and direction of PLAN or any PLAN official, other than normal contract monitoring, and shall possess no authority with respect to any PLAN decision beyond rendition of information, advice, recommendations, or counsel. The authority of CONSULTANT to make representations or statements on behalf of PLAN shall be limited to representations or statements that reflect or convey agency decisions of PLAN and which are of a type that outside counsel normally make in the context of representation of a client.

8. WORK PRODUCTS CONFIDENTIAL

Work products prepared or assembled by CONSULTANT, obtained from others by CONSULTANT or made available to CONSULTANT by PLAN in connection with the services under this Agreement shall be treated as confidential by CONSULTANT and subject to the Attorney Work Product Doctrine and the attorney-client privilege, and CONSULTANT agrees that they shall not be made available to any individual or organization without prior approval of PLAN.

9. SUBCONTRACTS

CONSULTANT shall not subcontract all or any portion of its services under this Agreement without the prior written approval of the Project Manager or a designated representative, and any attempt to do so shall be void and unenforceable. In the event that CONSULTANT enters into one or more subcontracts pursuant to this Article, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to CONSULTANT, and PLAN shall have no obligation to them.

10. ASSIGNMENT OF AGREEMENT

CONSULTANT shall not assign this Agreement, or any part hereof without prior express written consent of PLAN or a designated representative, and any attempt thereat shall be void and unenforceable.

11. RECORDS

CONSULTANT shall maintain full and adequate books, records, and accounts in accordance with generally accepted accounting practices. All such books, records, accounts, and any and all work products, materials, and other data relevant to its performance under this Agreement shall be retained by CONSULTANT for a minimum of four (4) years following the fiscal year of the last expenditure under this Agreement.

12. AUDITS

CONSULTANT shall permit PLAN and its authorized representatives to have access to CONSULTANT's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement, and for the period specified in Article 12. CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials, and data for that period of time.

13. NOTICES

Except for invoices submitted by CONSULTANT pursuant to Article 3, all notices, or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To PLAN:

Attention:

Eric Dahlen, General Manager

PLAN

1750 Creekside Oaks, Suite 200

Sacramento, CA 95833-3648

To CONSULTANT: Attention:

David J. Clovis, ARM-P

617 Mount Antero Way

Boulder City, NV 89005

Email: Dclovis1954@gmail.com

Tel: (925) 989-3964

Fax: N/A

14. PROHIBITED INTEREST

No member, officer, employee, or agent of PLAN, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. CONSULTANT further covenants that it has made a complete disclosure to PLAN of all facts of which it is aware upon due inquiry bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of PLAN (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by PLAN.

15. SOLICITATION OF CONTRACT

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting

from, the award or making of the Agreement. For breach or violation of this warranty, PLAN shall have the right to terminate the Agreement without liability or, at its discretion, the right to deduct from CONSULTANT's maximum payment the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent consideration.

16. INTEREST OF THE CONSULTANT

CONSULTANT covenants that it has a duty to disclose any potential conflicts of interest and has disclosed any potential conflicts of interest existing at the time of execution of the Agreement. CONSULTANT will otherwise act in accordance with its ethical obligations in performing its work for PLAN. PLAN acknowledges that CONSULTANT may represent individual members of PLAN, and hereby acknowledges and waives any potential conflict of interest. In the event of an actual conflict, CONSULTANT will be required to recuse itself from matters giving rise to the conflict.

To the extent that an actual or potential conflict of interest is identified in the course of this engagement, CONSULTANT will seek the informed written consent of both PLAN and the other client where appropriate, in accordance with the State Bar of California Rules of Professional Conduct.

17. LAWS AND REGULATIONS

CONSULTANT shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of such government, including but not limited to PLAN, that relate to or in any manner affect the performance of the Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements which are imposed on PLAN as a recipient of federal or state funds are hereby in turn imposed on CONSULTANT.

18. REMEDIES FOR BREACH

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by PLAN or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an

approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State.

20. MEDIATION

Prior to the initiation of any legal proceedings, the parties of this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceeding to litigate such claim or dispute under the laws of the State of California.

21. ENTIRE AGREEMENT

The Agreement is the entire agreement of the parties. CONSULTANT represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature.

22. PARTIAL INVALIDITY

If any term or condition of the Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

23. BENEFIT OF AGREEMENT

The Agreement shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

IN WITNESS WHEREOF, the Agreement has been executed by the parties hereto as of the day and year first written above.

PLAN

CONSULTANT

Rebecca Mendenhall,
President of the Board of Directors

David J. Clovis
Clovis Consultants and Associates

ATTACHMENT A Proposal



Clovis Consultants and Associates

David J. Clovis, ARM-P

Chief Consultant

January 10, 2024

Marc Zafferano, Senior Counsel
PLAN Joint Powers Authority
Plan Board Counsel
C/O Boucher Law, PC
2081 Center Street
Berkeley, CA 94704
(sent via email)

Subject: Third Party Administrator, RFP Development Proposal

Dear Marc,

Thank you for requesting professional consulting services from Clovis Consultants and Associates (CCA) for assistance with the request for proposal process for third party claim administration for PLAN. I am the sole proprietor of CCA and will not rely on other associates for this project.

Thank you also for taking the time to discuss this project with me via telephone and providing me with the parameters for the services required for this project. The Plan intends to issue a Request for Proposal (RFP) for Claims Administration Services for their program. The scope of service will include all tort, auto and other related claims. The proposal will also include administration of property claims as required, excluding Worker's Compensation. The current TPA Sedgwick, will provide the necessary data required to effectively develop and issue the RFP. This consultant will review the historical satisfaction surveys completed by the members and will also utilize the current Claims Administration Agreement as the basis for the description of services required for this service. I will be available to provide both remote and onsite services as required to both prepare a Request for Proposal Document and participate in the evaluation process and selection process for the selected Claims Administrator.

We consider this engagement an opportunity to work with the PLAN Board of Directors, by identifying key factors in the evaluation of the current TPA Sedgwick and assisting the PLAN in developing an RFP and selection of the designated claims administrator. We look forward to working with you!

Sincerely,

David J. Clovis

David J. Clovis, ARM-P
Chief Consultant



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Clovis Consultants and Associates
925-989-3964
Dclovis1954@gmail.com

**PLAN Joint Powers Authority
Development and Management of Request for Proposal Process for Third Party Claims
Administration Services**

Scope of Work

The PLAN Joint Powers Authority is requesting services of a public agency risk management professional to develop and oversee a request for proposal process for Third Party Claims Administration Services. The PLAN utilizes the services of Sedgwick for both PLAN administration and Third Party Services for both Worker's Compensation and Liability claims administration. The current administrator requested assistance from an outside professional services firm to oversee this project to eliminate the appearance of, or any conflict of interest by the current administrator, Sedgwick.

This consultant understands the complexity of this process and has implemented several requests for proposals for public sector risk management services. These service agreements included Claims Administration, both Worker's Compensation and Liability, Broker of Record Services, auditing services, financial planning services, property appraisal services, safety services and RMIS services. As the former General Manager of California Joint Powers Risk Management Authority, I have both the background and knowledge necessary to assist PLAN with this process.

Based upon my discussion with Board Counsel Marc Zafferano, the PLAN intends to participate in a Request For Proposal Process (RFP) for the Liability Claims Administrator for the PLAN. The intent of the process is to identify the potential vendors within the marketplace and to enhance Claims Administration for all members as part of this process.

Identify the current services levels of the Claims Administrator/Staff

A: Current services provided by Sedgwick TPA

This phase would seek to identify the current services provided by Sedgwick in the claims administration process. Gathering the necessary data including claims history, identification of claims volume, claims adjusting staffing, remote adjuster services, claims management system, and other related services being provided. Identify the current staffing provided by Sedgwick and review current core competencies of the assigned staffing. Identify historical claim count and adjuster load for inclusion within the RFP. Identify current RMIS/Claims Management Systems to identify requirements for inclusion in the RFP. Review cost of services for the current agreement and determine anticipated costs moving forward.

B. Identify potential target vendors to provide RFP Services

Provide the Board of Directors with a summary of potential vendors that may bid on the process and identify those vendors that have a strong history of performance in the claims administration of public agency claims and understand the specific requirements under the California statutes.

C. Board satisfaction survey

Review the current claims management satisfaction surveys completed by the Board of Directors in 2020 and 2022. Identify specific trends and areas of both positive and negative performance of the current third party claims administrator. Incorporate the findings of the survey into the scope of services document to improve the efficiency of the claims management process. If necessary, contact key stakeholders to better understand the negative and positive comments provided in the two annual surveys. These stakeholders will be identified with the assistance of the Board of Directors.

The prior surveys may be used as a tool in assisting PLAN in developing performance metrics for the claims management process. In the event the current TPA is the selected provider, the findings may be incorporated into a new agreement to insure effective performance and provide an ability to quantify performance goals by the TPA.

Design and administer a request for proposal for claims management services.

1. Identify the timing for the development and distribution of a request for proposal for claims management services. Included within the timing is establishing a target deadline for completion of the process and the date for awarding a new agreement.
2. Provide the draft document for review by the Board of Directors and Board Counsel prior to distribution. Distribute the RFP document once approved by the key stakeholders to the identified resources or potential candidates.
3. Once responses are received, summarize the submissions for service levels and proposed fees. Evaluate all responses as to their compliance with the RFP Document and requirements of the PLAN.
4. Identify the submissions for the most qualified submissions, and conduct a formal interview process including Board Counsel and selected members of the Board of Directors or the Executive Committee.
5. Once completed, assist the PLAN in the transition to a new TPA, and/or work with the current TPA to implement performance metrics as identified earlier in the process.

Creation of Claims Management Administration Services Agreement

The final deliverables will be the creation of a TPA Service Agreement approved as to form by Board Counsel and approved by the Board of Directors. If required, CCA will assist the PLAN in developing additional Risk Management Metrics for the organization as required. These services could include but not limited to:

1. Provide recommendations for the overall Risk Management Function for members and the TPA's role is assisting PLAN Members.
2. Assess current claims and contracts and work with PLAN and its agencies in developing policies and procedures to minimize exposures to loss arising out of claims.

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3. Identify and evaluate organizational opportunities for the risk management operation, including evaluating current PLAN policies and procedures to enhance the overall Risk Management Function.

Fee Schedule

CCA will invoice on an hourly basis at \$175 per hour. The total hours of this project will be based upon the direction of PLAN and its membership. It is anticipated that the initial process of identifying the scope of services for the Claims Administrator and developing a Request for Proposal Document will require no less than 80 hours to complete. Secondly, total hours required to administer the selection process, which will include summarizing the proposals submitted and evaluating submissions for compliance with the RFP requirements. Total hours to be spent on reviewing RFP responses will be based on actual time spent by CCA on the project. The management of the final deliverables of this agreement will require approximately 80 additional hours to complete. Billing will be prepared and submitted monthly, or a different schedule may be arranged by agreement of both parties. If additional hours are required for the performance of this agreement, CCA will seek prior approval by Board Counsel for additional hours as required.

Cost for travel will be based on actual cost of travel including mileage charges or actual costs associated with flights, lodging and travel expenses. The consultant is based in Boulder City, Nevada so all air travel expenses will be from Las Vegas, NV. Travel time will be billed at 50% of the consultant hourly fee for actual travel time portal to portal and will be billed at \$87.50/hour. Travel time will only be incurred if required by PLAN Board of Directors for attendance at meetings required by PLAN Board of Directors. I anticipate that no less than 90% of this project will be performed remotely.

All costs associated with distribution of documents, postage, or other related expenses for meeting sites etc. will be billed at cost by CCA.

PLAN upon execution of the agreement, will remit to the consultant a retainer fee of \$5,000, prior to the performance of any services by CCA. Each billing by CCA will apply up to a 25% credit of the retainer until the entire retainer is earned by CCA. The \$5,000 retainer will be included in the ultimate value of the agreement.

Additional work not included in this proposal will be billed at the hourly rate and will begin only after agreed upon between PLAN Joint Powers and CCA.

CCA prefers invoices to be paid electronically. David Clovis will provide ACH information and will provide any data necessary for completing PLAN forms.

If paying by check, please remit to the address below:

David J. Clovis, ARM-P
617 Mount Antero Way
Boulder City, NV 89005

At all times during this project engagement, CCA will be an independent contractor. Both agencies confirm the specialized services are distinct from tasks customarily performed by the Agency. The services of consultant specifically do not include hiring, firing, or supervising of any Agency personnel. Also, Consultant shall not have contracting or signing authority or act in the position of a Director or represent a management position at commission, Board or Council meetings.

David Clovis Bio

David Clovis retired as the General Manager for the California Joint Powers Risk Management Authority in Livermore, CA December 2018. CJPRMA's members include both cities and JPA's throughout the State of California and the total number of agencies is approximately 100. In his role as General Manager, he worked with the members in all areas of risk management and was responsible for the operations of the organization.

David joined CJPRMA in 2003 at that time served as the agencies first Risk Manager and then was promoted to Assistant General Manager. David developed numerous liability training programs for the members of the pool and led the strategic planning efforts for the organization. He has worked on numerous risk management programs and has been recognized as an expert in Park & Recreation Risk Management.

Mr. Clovis has worked as a Risk Manager in the public sector since 1989. He has worked for Cities, a Sanitation District and a Park and Recreation District. His responsibilities have included all aspects of Risk Management, and he has also performed the labor relations functions in both the private and public sector. Mr. Clovis is a former Fremont Police Officer where he served as a patrol officer and became a traffic officer, major accident investigator and a commercial enforcement specialist.

David served as president for both Public Agency Risk Manager's Association and the California Association of Joint Powers Authority. David also served as a Board of Regent for the NRPA Pacific Risk Management School and served as Conference Chair. David has spoken on issues of liability for the National Recreation and Park Association, PARMA, PRIMA, ASSE, and the California Park and Recreation Society. David has also spoken on issues regarding Contractual Risk Transfer, supervision, police liability, and numerous other Risk Management related issues.

David has also participated in civil litigation involving Joint Powers Authorities serving as subject matter expert on behalf of a JPA.

Since retiring from CJPRMA in late 2018, David has developed a custom practice for public agencies serving as a consultant in the areas of Risk Management, Pool Management, Organizational Development and Strategic Planning.



References

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