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BOARD OF DIRECTORS SPECIAL MEETING AMENDED AGENDA

**Monday, September 22, 2025
10:00 a.m.**

[Zoom](#)

**Meeting ID: 815 1791 1988
Password: 325628**

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; City of American Canyon, 4381 Broadway St, Ste 201, American Canyon, CA 94503; Town of Atherton, 91 Ashfield Rd, Atherton, CA 94027; City of Benicia, 250 East L St, Benicia, CA 94510; City of Burlingame, 501 Primrose Rd, Burlingame, CA 94010; City of Campbell, 70 North First St, Campbell, CA 95008; Town of Colma, 1198 El Camino Real, Colma, CA 94014; City of Cupertino, 10300 Torre Ave, Cupertino, CA 95014; City of Dublin, 100 Civic Plaza, Dublin, CA 94568; City of East Palo Alto, 2415 University Ave, East Palo Alto, CA 94303; City of Foster City, 610 Foster City Blvd, Foster City, CA 94404; City of Half Moon Bay, 501 Main St, Half Moon Bay, CA 94022; Town of Hillsborough, 1600 Floribunda Ave, Hillsborough, CA 94010; Town of Los Altos Hills, 26379 Fremont Rd, Los Altos Hills, CA 94022; Town of Los Gatos, 110 East Main St, Los Gatos, CA 95030; City of Millbrae, 621 Magnolia Ave, Millbrae, CA 94030; City of Milpitas, 455 East Calaveras Blvd, Milpitas, CA 95035; City of Morgan Hill, 17575 Peak Ave, Morgan Hill, CA 95037; City of Newark, 37101 Newark Blvd, Newark, CA 94560; City of Pacifica, 170 Santa Maria Ave, Pacifica, CA 94044; Town of Portola Valley, 765 Portola Rd, Portola Valley, CA 94028; Town of Ross, 31 Sir Frances Drake Blvd, Ross, CA 94957; City of San Bruno, 567 El Camino Real, San Bruno, CA 94066; City of San Carlos, 600 Elm St, San Carlos, CA 94070; City of Saratoga, 13777 Fruitvale Ave, Saratoga, CA 95070; City of South San Francisco, 400 Grand Ave, South San Francisco, CA 94080; City of Suisun City, 701 Civic Center Blvd, Suisun City, CA 94585; Town of Tiburon, 1505 Tiburon Blvd, Tiburon, CA 94920; and Town of Woodside, 2955 Woodside Rd, Woodside, CA 94062.

Each location is accessible to the public, and members of the public may address the Board of Directors 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 Kassandra Batista at kassandra.batista@sedgwick.com (916) 244-1103. 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) Board of Directors 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/ROLL CALL |
| | 3. APPROVAL OF AGENDA AS POSTED (OR AMENDED) |
| | 4. PUBLIC COMMENTS - The Public may submit any questions in advance of the meeting by contacting Kassandra Batista at: Kassandra.batista@sedgwick.com . This time is reserved for members of the public to address the Board relative to matters of the Board of Directors 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. GENERAL MANAGER’S REPORT A. Report from PLAN JPA’s General Manager <i>Recommendation: Staff recommends the Board of Directors extend authority to the Executive Committee to approve an underwriting policy to be implemented immediately.</i> |
| 5 | 6. ADMINISTRATIVE MATTERS *A. Approval of PLAN JPA Workers’ Compensation Third-Party Administrator <i>Recommendation: Staff makes no recommendation on this item as there is a financial interest in the outcome.</i> |
| | 7. CLOSING COMMENTS This time is reserved for comments by Board members and/or staff and to identify matters for future Board business. A. Board of Directors B. Staff |
| | 8. ADJOURNMENT |

NOTICES:

- The next Risk Management Committee meeting will be held on October 9, 2025, at 10:00 a.m. via Zoom Video Conference.
- The next Executive Committee meeting will be held on October 16, 2025, at 10:00 a.m. via Zoom Video Conference.
- The next Annual Workshop will be held on December 3-4, 2025, at the Lodge at Tiburon, Tiburon, CA.

* Reference materials attached with staff report.

September 22, 2025

Agenda Item 5. A

GENERAL MANAGER'S REPORT

SUBJECT: Report from PLAN JPA's General Manager

BACKGROUND AND HISTORY:

Eric Dahlen, General Manager, will be in attendance to provide updates to the Board of Directors on the following topics:

- Worker's Compensation Program Development
 - General update of the overall status
- Captive Development – In June 2025, the Board of Directors approved the formation of a captive as a financial investment vehicle for the pool's assets. Since then, staff have worked with Bickmore Actuarial to create the captive. However, several questions have surfaced.
- Staff worked with legal counsel, industry resources, and "sister" organizations that have already set up captives in the same or similar structure.
 - **Investment:** Some feedback from industry resources has suggested that if the pool has enough assets to consider starting a captive, should the pool consider returning them in the form of a dividend as opposed to investing. Staff is calculating what the return of dividends would work out to be.
 - **Brown Act:** Board Counsel has provided input on all concerns regarding compliance with the Brown Act.
 - **Insurance Taxation:** Staff has made an effort to obtain clarification from the California State Franchise Tax Board but was directed to speak with a tax professional. No further developments have been made.

Several other "sister" pools have provided feedback that these concerns were not considered at the time of their respective captives and have continued not to be a problem or concern for the operation of the pool, nor the captive itself.

- Policies and Procedures
 - PLAN JPA does not currently have a policy or procedure outlining the underwriting process for the consideration of new applicant members. Staff has received interest from a near-by municipality. Given the scheduled board meetings for PLAN, and the need to work with the applicant municipality at an earlier timeframe, Staff is currently working on preparing a policy that closely resembles that of successful programs.

September 22, 2025

Agenda Item 5. A
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STAFF RECOMMENDATION:

Staff recommends the Board of Directors extend authority to the Executive Committee to approve an underwriting policy to be implemented immediately.

REFERENCE MATERIALS ATTACHED:

- None.

September 22, 2025

Agenda Item 6. A.

ADMINISTRATIVE MATTERS

SUBJECT: Approval of PLAN JPA Workers' Compensation Third-Party Administrator

BACKGROUND AND HISTORY:

In June 2025, the Board of Directors approved the formation of a workers' compensation coverage program. As part of this new program, a third-party administrator with specific expertise and licensing in handling and adjusting workers' compensation claims is required. The Board of Directors also approved the formation of an ad-hoc committee specifically for this purpose.

Staff released a Request for Proposal (RFP) in August and sent it to five (5) well-qualified firms in the industry. In addition, the RFP was posted on the PLAN JPA's website. Three (3) companies responded, one (1) company asked for more time to respond, and another company did not respond. All proposals were reviewed, and each one was deemed qualified. Proposals were received from the following companies:

- Adminsure
- LWP
- Sedgwick

On September 3, 2025, the ad-hoc committee conducted interviews with each of the three proposing companies. After the interviews concluded, the committee discussed the performance and qualifications of each. The Committee utilized a forced ranking system to determine the leading company as the interviews progressed. The committee selected LWP Claims Solutions.

The Committee informed staff of their selection and instructed staff to begin contract discussions with the representative(s) from LWP. The negotiated contract is attached for consideration.

FISCAL IMPACT:

The contract between PLAN JPA and LWP has a price structure based on the total number of claims rather than a "flat rate", to save money by reflecting the actual amount of work to be done. The total cost of services will be borne by the participating members in the program through a fair and equitable methodology, taking into consideration risk and experience factors.

RECOMMENDATION:

Staff makes no recommendation on this item as there is a financial interest in the outcome.

REFERENCE MATERIALS ATTACHED:

- Professional Services Agreement – LWP Claims Solution, Inc.

PROFESSIONAL SERVICES AGREEMENT

By and Between

PLAN JPA

and

LWP Claims Solutions, Inc.

for

Workers' Compensation Claims Administration Services

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PROFESSIONAL SERVICES AGREEMENT

By and Between POOLED LIABILITY ASSURANCE NETWORK

and LWP CLAIMS SOLUTIONS, INC.

For THIRD PARTY ADMINISTRATOR

THIS AGREEMENT (this “Agreement”) is made and entered into as of the 1st day of October 2025, by and between Pooled Liability Assurance Network (herein called “PLAN.”), a Joint Powers Authority, and LWP Claims Solutions, Inc. (herein called “CONSULTANT”).

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:

A. 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.

B. PERIOD OF PERFORMANCE

CONSULTANT’s services hereunder shall commence on January 1, 2026, and shall continue until the project is completed but in no way past June 30, 2029, 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.

C. COMPENSATION AND METHOD OF PAYMENT

1. Compensation. CONSULTANT shall be compensated for services and PLAN shall be obligated to pay only such fees, allowances, costs, reimbursements, or other compensation as are specified below based on the defined Administration Fee for each of the program years of service plus any period less than a full program year shall be prorated at the current established rate set forth in [Attachment B](#), 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.
2. 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.
3. 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”

D. 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.

E. 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).

F. INSURANCE REQUIREMENTS

1. 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.

- a. Workers' Compensation Insurance in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 each accident or disease, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of PLAN.
- b. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$2,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$4,000,000, shall contain the same coverage for products and completed operations; and Personal & Advertising Injury liability with a limit of not less than \$2,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.

PLAN and its board members, officers, representatives, agents, and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.

- c. Automobile Insurance for all automobiles owned, used, or maintained by CONSULTANT and CONSULTANT's officers, agents, and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit each accident.
- b. Professional Liability Insurance (if applicable) in an amount no less than \$5,000,000 per claim/\$5,000,000 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.

- c. Property Insurance. Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement. Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but may exclude earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of PLAN. If such insurance coverage has a deductible, CONSULTANT shall also be liable for the deductible.
- d. Cyber Insurance. Coverage in an amount no less than \$1,000,000 per claim.
 - e. 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. Waiver of Subrogation. The commercial general liability, automobile liability, and workers' compensation/employer's liability policies are to contain and be endorsed with a waiver of subrogation in favor of PLAN JPA, its officers, officials, employees, and volunteers.
- d. Privacy. The TPA shall provide for all parties' privacy and the respective protection of such. This shall include all proprietary and third-party software platforms or any other method of data accumulation and aggregation.
- e. 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. If a carrier will not provide the required

notice of cancellation, the proposer shall provide written notice to the PLAN JPA no later than ten (10) business days before cancellation.

- f. 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.
- g. 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.
- h. 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.

G. 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.

H. 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.

I. SUBCONTRACTS

CONSULTANT shall not subcontract all or any portion of its services under this Agreement without the prior written approval of the General 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.

J. 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.

K. 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.

L. 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.

M. 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

Email: eric.dahlen@sedgwick.com
Tel: (916) 496-4459

To CONSULTANT:

Attention:

Judy Adlam, President and CEO
LWP Claims Solutions
35 Miller Ave. #214
Mill Valley, CA 94947

Email: j_adlam@lwpclaims.com
Tel: (415) 730-7841
Fax: (408) 725-0395

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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 PLAN JPA
Board of Directors

Judy Adlam
President and CEO
LWP CLAIMS SOLUTIONS, INC.

Approved as to form:

Marc Zafferano
PLAN JPA – Board Counsel

APPENDIX A – PLAN JPA Performance Standards

1. Caseload

The TPA shall provide qualified staff such that those working with PLAN claims will have manageable caseloads. To achieve this, it is recommended that each examiner maintain a caseload of 150 open indemnity claims. Each claims assistant shall have a caseload not to exceed 100 open medical-only claims. The supervisor shall not carry a caseload.

2. Forms

The TPA shall provide all forms necessary for the processing of benefits or claims information including: the Employer's Report of Injury, DWC Form 1, medical service orders, return-to-work slips, lost time information reports, vouchers, checks, and other related forms. The cost of providing these forms shall be included within the AGREEMENT price.

3. Claim File Set-Up

Within one business (1) day of receipt of the Employer's Report of Injury or any notice of a claim, The TPA will prepare and input into the computer an individual claim file.

4. Claim File Documentation

All activity, contact, notification, reconciliation, referrals, reviews, verification, etc., shall be clearly documented in the computer notepad and maintained in the applicable claim file. A copy of all written documentation, notices, letters, reports, etc. will be maintained in the applicable claim file. This requirement shall apply to all standards contained in this section of the Agreement.

Use of electronic claim files is appropriate only with assurance all claim file documentation can be recreated in hard copy as requested and access provided to the electronic claim files.

5. Coverage

The TPA shall verify the coverage period, and that coverage was provided to the member by The TPA on the date of injury or illness in accordance with member program dates and governing documents. If applicable, The TPA shall exercise due diligence in joining applicable co-defendants. All activity to verify coverage and join co-defendants shall be clearly documented in the computer notepad.

6. Employer Contact

The TPA shall immediately request the Employer's Report of Injury form when or if the Doctor's First Report of Injury or any notice of a claim is received first.

If the DWC Form 1 has not been received by The TPA within two (2) business days after receiving the Employer's Report of Injury (5020) and where the 5020 does not indicate the form has been provided to the employee, the examiner will contact the member to ensure that the DWC Form 1 was given to the employee within one (1) working day of the employer's date of knowledge of the injury. If a DWC Form 1 was not provided to the injured employee, The TPA shall immediately send the DWC Form 1 directly to the employee.

The TPA shall contact the member within one (1) business day of receipt of notice of a claim on all lost time claims or claims where compensability is in question. Such contact with the member shall be documented in the computer notepad.

7. Employee Contact

In all non-litigated, lost time cases where the employee has not returned to work, telephone or personal contact will be attempted with the injured employee within one (1) business day of receipt of notice of claim. The attempt(s) to contact the employee will also be documented in the computer notepad within one (1) business day of receipt of notice of a claim. Such contact will continue as often as necessary, but at least monthly until the employee has returned to work. Such contact with the employee shall be documented in the computer notepad.

Return phone calls to employees will be accomplished within one (1) business day.

All correspondence from employees will be responded to within five (5) calendar days of receipt.

8. Reserves

Reserves shall be established based upon the ultimate probable cost of each claim and within compliance with the Office of Self Insurance Regulations. All reserve categories shall be reviewed on a regular basis but not less than at least every ninety (90) calendar days for open, unresolved Indemnity claims and every 180 days for Future Medical claims allowing a two-week grace period for completion. Companion files will require regular ninety (90) calendar-day review. Such review shall be indicated in the computer notepad. The examiner shall utilize a reserve worksheet for each review.

A claims assistant shall have the authority to establish reserves up to \$3,000. An examiner shall have authority to establish reserves up to \$50,000. A senior examiner shall have authority to establish reserves up to \$75,000. The supervisor shall have authority to establish reserves up to \$150,000. A director, vice president, or president of The TPA shall review and approve all reserves in excess of \$150,000.

9. Medical Administration

PLAN JPA does not have a Medical Provider Network. The TPA shall provide support and expertise to the program participants to select a panel of general practitioners, specialists, hospitals, and emergency treatment facilities to which injured employees should be referred, as approved by the member, and The TPA shall regularly review and update the panel.

The physician's office will be contacted within five (5) business days of notice of claim on all lost time claims. Such contact will continue as needed during the continuation of temporary disability to assure that treatment is related to a compensable injury or illness.

The TPA shall maintain contact with treating physicians to ensure employees receive proper medical treatment and are returned to full or modified employment at the earliest possible date.

The TPA shall maintain direct contact with medical service providers to ensure their reports are received in a timely manner.

The TPA shall arrange medical evaluations when needed, when reasonable, and/or as requested in compliance with the current California Labor Code.

The TPA shall ensure that medical bills are reduced to the Relative Value Schedule (RVS) and recommended rates established by the Administrative Director of the Division of Workers' Compensation.

The TPA shall assign, at the PLAN's expense, utilization review services.

The TPA shall assign, at the PLAN's expense, professional managed care services on an as needed basis to injured employees.

10. Medical Payments

Medical bills will be matched to the file, reviewed for correctness, approved for payment, and paid within time limits established by California Labor Code section 4603.2. If all or part of the bill is being disputed, The TPA will notify the medical provider on the appropriate form letter within time limits established by California Labor Code 4603.2.

11. Plan of Action

Each claim file shall contain the examiner's Plan of Action outlining the strategic steps to be taken to bring the claim to conclusion. Action Plans must be updated at least every ninety (90) calendar days, allowing a two-week grace period for completion on active indemnity claims upon which indemnity benefits are being paid or are at issue, or whenever a material event has occurred that will significantly affect the outcome of the claim. Action Plans must be updated at least every one-hundred eighty (180) calendar days, allowing a two-week grace period for completion on future medical claims. The supervisor shall monitor the diary reviews by printing a "No Activity" report each month to identify any files that have fallen off diary. Such Action Plans will be identified as such in the computer notepad.

12. Investigation

The TPA shall subscribe to the Index Bureau. The examiner shall request a report from the Index Bureau on all new indemnity claims. The review of each Index report will be documented in the computer notepad. Subsequent requests should be made every six (6) to twelve (12) months thereafter on all active indemnity claims.

Referrals for investigation activities beyond the Index Bureau will be approved by the PLAN Workers' Compensation Program Manager in advance of the referral.

13. Compensability

The compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination will be made and documented in the file within five (5) business days of the receipt of the notification of the loss. Delay of Benefit letters shall be mailed in compliance with the Department of Industrial Relations' guidelines.

The TPA shall notify the member of delay or denial of any claim.

In no case shall a final compensability decision be extended beyond ninety (90) calendar days from the date of knowledge of the claim.

14. Provision of Benefits

The TPA shall provide all compensation and medical benefits in a timely manner and in compliance with the statutory requirements of the California Labor Code. The TPA shall compute and pay temporary disability benefits to injured employees based upon earnings information and authorized disability periods. The TPA shall review, compute, and pay all informal ratings, death benefits, findings and awards, life pensions, or compromise and release settlements.

15. Initial Indemnity Payment

The initial indemnity payment or voucher will be issued and mailed to the injured employee within fourteen (14) calendar days of the first day of disability. The completed DWC notice will be mailed under separate cover. Such benefits shall be paid from the trust fund.

16. Subsequent Indemnity Payments

All indemnity payments or vouchers subsequent to the first payment will be verified, except for obvious long-term disability, and issued in compliance with California Labor Code Section 4651. Such benefits shall be paid from the PLAN trust fund.

17. Return-to-Work

The TPA shall provide assistance to the PLAN members in returning injured employees to modified duty while recovering and prior to their return to regular duties.

The TPA shall consult frequently with the member in those cases where the injury residuals might involve permanent work restrictions and/or retirement potential.

18. Transportation Expense

Transportation reimbursement will be mailed within five (5) business days of the receipt of the claim for reimbursement. Advance travel expense payments will be mailed to the injured employee ten (10) business days prior to the anticipated date of travel. Such benefits shall be paid from the PLAN trust fund.

19. Permanent Disability

The TPA shall explain and assist injured employees in completing the necessary forms to obtain a permanent disability rating.

The TPA shall determine the nature and extent of permanent disability and arrange for an informal disability rating whenever possible to avoid Workers' Compensation Appeals Board (WCAB) litigation.

All permanent disability benefit notices shall be sent to the employee as required by the California Labor Code.

20. Litigated Cases

The TPA shall promptly initiate investigation of issues identified as material to potential litigation. The member shall be alerted to the need for an outside investigation and approval for referral to an investigator will be obtained from the PLAN Workers' Compensation Program Manager. Members shall be kept informed on the scope and results of all investigations.

When defense counsel is not necessary, The TPA shall work closely with the applicant's attorney in informal disposition of litigated cases.

The member shall be alerted to the need for outside counsel as soon as possible and approval for referral received from the PLAN Workers' Compensation Program Manager. Members shall be kept informed as to outside counsel's progress.

Settlement proposals directed to the PLAN Workers' Compensation Program Manager (WCPM) shall be forwarded by The TPA in a concise and clear written form with a reason(s) for such recommendation. The member shall be notified of all potential settlements.

All preparation for a trial shall involve the member so that all material evidence and witnesses are utilized to obtain a favorable result for the defense.

The supervisor or the examiner shall attend Workers' Compensation Appeals Board (WCAB) hearings, meetings with defense counsel, and meetings with member's staff, departments, and employee groups as necessary and when requested to do so.

21. Settlements

The TPA will not have settlement authority. The TPA shall seek total settlement authority from PLAN's WCPM from up to the \$250,000 within the PLAN Self-Insured Retention. All requests for settlement authority shall include a written claim summary, estimate of permanent disability, and the defense counsel's comments and recommendations.

All settlements involving excess coverage will be referred to the excess carrier for authority. The excess carrier will be notified of settlement proposals if the proposed settlement will exceed the assigned retention level.

22. Subrogation

In all cases where a third party is responsible for the injury to the employee, The TPA will send a letter to the member indicating they will pursue subrogation unless instructed otherwise by the member. When subrogation is to be pursued, the third party shall be contacted within ten (10) days of identification, with notification of the member's right to subrogation and the recovery of certain claim expenses. If the third party is a governmental member, a claim shall be filed with the third party's governing body within six (6) months of the injury or notice of injury.

Periodic contact shall be made with the responsible party and/or insurer to provide notification of the amount of the estimated recovery to which the member will be entitled.

If the injured worker brings a civil action against the party responsible for the injury, The TPA shall consult with the PLAN Workers' Compensation Program Manager about the value of the subrogation claim and other considerations. Upon member authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action.

Whenever practical, The TPA should take advantage of any settlement in a civil action by attempting to settle the workers' compensation claim by means of a Third-Party Compromise and Release. If such attempt does not succeed, then every effort should be made via the WCAB to offset claim expenses through a credit against the proceeds from the injured worker's civil action.

23. Vocational Rehabilitation / SJDB

In accordance with all applicable California laws in place at the date of injury, The TPA shall:

- A. Determine the Qualified Injured Worker/Non-Qualified Injured Worker status;
- B. Advise the injured worker of his/her rehabilitation benefits/SJDB;
- C. Provide appropriate vocational rehabilitation benefits/SJDB;
- D. Control rehabilitation costs/SJDB; and
- E. Settlement or "BUY OUT" of the SJDB shall be by exception only.

24. Claim Reconciliation

All claim files shall be reconciled to ensure all indemnity payments have been made correctly. The reconciliation should verify that payments were in the correct amount and paid from the correct claim file. The physical claim file should be verified with the computer information. All open claim files shall be reconciled at the time of a request for settlement authorization and at the time of submission for closure. Proof of the reconciliation should be documented in the claim file.

25. Excess Insurance

Cases that have the potential to exceed the member's self-insured retention shall be reported in accordance with the reporting criteria established by the excess insurance policies. All settlements which may involve reportable excess claims will be included in regularly filed excess reports.

All cases that meet the established reporting criteria are to be reported within five (5) days of the day on which it is known the criterion has been met.

26. Award Payment

Payments on awards, commutations, or Compromise and Release agreements will be issued within ten (10) days following receipt of the appropriate document. Such awards, commutations, or Compromise and Release agreements shall be paid from the PLAN trust fund.

27. Penalties and Self-Imposed Increases

Late payment of all benefits must include the self-imposed increase in accordance with California law. The TPA will provide PLAN with a quarterly listing of any administrative penalties/increases paid the quarters ending March 31, June 30, September 30, and December 31. The report shall designate the party responsible for the penalty/increase. If the penalty/increase was the responsibility of The TPA, The TPA shall issue a check payable to PLAN for reimbursement of the penalties/increases. The check and report shall be submitted to PLAN by the 20th of the following month after the quarter ends.

28. Case Closure

The supervisor must review all medical-only claims open beyond ninety (90) days from the date of entry by the TPA, for potential closure or conversion to Indemnity claim status. Claims with \$5,000 or more paid to date, and any claim open beyond one hundred eighty days (180) from date of entry, must be converted to Indemnity status and a reasonable, precautionary indemnity reserve placed on the claim(s). All indemnity cases where permanent disability is not an issue will be closed within sixty (60) days of the final financial transaction or final correspondence to the injured worker as required by law. All resolved indemnity claims with open future medical awards in which there is a reasonable expectation that no future benefits will be provided may be administratively closed one year from the last payment of benefits with the understanding these files will be reopened upon notice of activity or receipt of requests for payment or bills. The TPA will monitor stipulated cases with future medical provisions. Reserves for future medical will be reviewed semi-annually and adjusted according to use.

29. Claims Reporting

The TPA shall maintain all loss information as required by Self-Insurance Plans.

The TPA shall assist in the preparation of all reports that are now or will be required by the State of California or other government agencies with respect to self-insurance programs. The TPA will also assist in the preparation of all reports or databases required statistical database organizations as requested by PLAN. The TPA has the right to request from PLAN the costs associated with the data programming.

30. Record Retention

All claim files shall be maintained in accordance with statutory time requirements and the PLAN's Record Retention Policy.

31. Claim Supervision

The TPA shall provide supervisory staff that will regularly review the work product of the claims examiners. The supervisor shall review each examiner's caseload to ensure each examiner is following the performance standards outlined in this agreement.

In addition, the supervisor shall conduct a review of all unresolved open indemnity claims every one-hundred twenty (120) calendar days, allowing a two-week grace period for completion, documenting this review in the computer notepad. Future medical claims will be reviewed every one-hundred eighty (180) calendar days, allowing a two-week grace period for completion.

33. Availability of Personnel

The TPA shall ensure at least one (1) or more of The TPA's staff assigned to PLAN's unit is available to the member and/or PLAN every business day throughout the term of this agreement.

34. Examiner Training

The TPA shall annually certify to PLAN that each claims examiner handling the members' claims is in compliance with all legal and regulatory licensing and continuing educational requirements as presently, or in the future, shall be promulgated and required by the State of California. Where required by law or regulation, copies of all such certifications shall be provided at least annually by The TPA to PLAN.

35. Member Services

The TPA shall provide on-site training services to PLAN members, as requested, to ensure that the staff, which process workers' compensation claims, are effectively carrying out the procedures required for a successful program. Claim reviews with individual PLAN members will be provided upon request, either telephonically or in person. The claims to be reviewed will be mutually decided upon by the individual member and The TPA.

The TPA shall require an examiner to be available and readily respond to a member's or PLAN's request for assistance with problem cases.

The TPA shall provide PLAN with information regarding statutes, proposed changes to statutes, and changes to the rules and regulations affecting PLAN and its responsibility as a permissively self-insured workers' compensation joint powers authority.

36. Employee Services

As requested, The TPA will develop, for review by PLAN, materials which will provide information and guidance regarding workers' compensation and the self-insurance program.

As required, The TPA will assist injured employees in resolving problems involving their claim.

37. Conflict of Interest

The TPA shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this document. If The TPA receives compensation from PLAN for services not included in this document, such as bill review services, managed care, or investigations, The TPA shall disclose all fees received from PLAN. Such disclosure shall be in the form of a letter and shall be received by PLAN each April 1.

38. Overpayments

The TPA shall be responsible for attempting the collection of any overpayment of any benefit. In the event The TPA is unable to collect the overpayment, The TPA may be responsible to reimburse PLAN for the amount of the overpayment if the basis for the overpayment relates to an error or errors by The TPA.

Attempted recovery will be documented in the claims file. Any overpayment not recovered will NOT BE credited against "new and further" disability without the approval of the PLAN WCPM.

Overpayments which have not been recovered will be evaluated by The TPA for reimbursement to PLAN.

It is understood overpayment of benefits resulting from good faith attempts at benefit administration (such as estimating Permanent Disability Advance Payments) will require attempts at recovery; however, the resulting overpayment will not be the responsibility of The TPA to reimburse PLAN.

APPENDIX B – FEES

| Service Name | Description of Service | Optional (Yes/No) | Service Delivery Method (In-house, subcontracted) | Fees | | |
|----------------------------|--|-------------------|---|--|---|-----------------------------|
| | | | | Rate | Pricing Model (Flat Rate/ Per Claim/ Hourly/ Other) | Estimated Total Annual Cost |
| Admin Services | Full Services Workers' Compensation Claims TPA | No | In-house | \$270,000 annually | Flat | \$270,000 |
| Annual Admin Fee | Includes multiple items as described in Response to RFP | | In-house | \$5,000 annually | Flat | \$5,000 |
| Data Intake | Conversion and intake of prior TPA data | No | In-house | \$8,500 per source | Flat | Volume Based |
| Medical Bill Review | Standard Medical Bill Review Fee Schedules Reductions | No | Subcontracted | \$9.50 | Per Bill | Volume Based |
| | Inpatient hospital and Ambulatory Surgery Center | No | Subcontracted | \$400 per bill for bills in excess of \$400 | Per Bill | Volume Based |
| | PPO Reduction | No | Subcontracted | 24% of reduction below fee schedule of 27% Anthem only | Per Bill | Volume Based |
| | Bills not subject to Fee Schedule | No | Subcontracted | 24% of Reductions | Per Bill | Volume Based |
| File Indexing | Index and OFAC Reporting | Yes | Subcontracted | \$22.50 | Per Claim | Volume Based |
| E-Bill | Fee for bills submitted through clearinghouse | No | Subcontracted | \$2.00 | Per Bill | Volume Based |
| Case Management | Telephonic Case Management | Yes | Subcontracted | \$104 per hour | Hourly | Volume Based |
| | Filed Case Management | Yes | Subcontracted | \$110 per hour+ incidentals (including mileage, phone, tolls, parking, etc.) | Hourly | Volume Based |
| Utilization Review | Adjuster Review | No | In-house | No charge | No Charge | No charge |
| | Tier 1 – Nurse Review Includes 3 medical requests in a single review as detail in response to RFP | Yes | Subcontracted | \$120 flat fee | Per Review | Volume Based |
| | Tier 2 - Physician Review Includes up to 3 medical requests in a single | Yes | Subcontracted | \$235 plus nurse charge | Per Review | Volume Based |

| | | | | | | |
|--|--|-----|---------------|-------------------------|------------|--------------|
| | review | | | | | |
| | Reconsideration | Yes | Subcontracted | \$235 | Per Review | Volume Based |
| | Pharmacy Review | Yes | Subcontracted | \$385 plus nurse charge | Per Bill | Volume Based |
| Medical Provider Network Access (LWP Network) | PPO fee for savings below fee schedule and Negotiations | Yes | Subcontracted | 24% of Reduction | Per Bill | Volume Based |
| Specialized Network Access | Durable Medical Goods | Yes | Subcontracted | \$5 per bill | Per Bill | Volume Based |
| | Expedited Diagnostic Testing | Yes | Subcontracted | \$5 per bill | Per Bill | Volume Based |
| | Physical Therapy Network | Yes | Subcontracted | \$5 per bill | Per Bill | Volume Based |
| Investigation | Investigative Services | Yes | Subcontracted | \$95 per hour | Hourly | Volume based |
| | SIU Related Services | Yes | Subcontracted | \$195 per hour | Hourly | Volume Based |
| | Background Investigation | Yes | Subcontracted | \$375 flat rate | Hourley | Volume Based |
| | Social Media Investigation | Yes | Subcontracted | \$375 flat rate | Hourly | Volume Based |
| | Background + Social Media at Discount | Yes | Subcontracted | \$550 flat rate | Hourly | Volume Based |
| | Medical Canvass | Yes | Subcontracted | \$525 flat rate | Hourly | Volume Based |
| | VeriFive package of 5 services for claim verification at \$800+ Discount | Yes | Subcontracted | \$1,550 flat rate | Hourly | Volume Based |

