

REQUEST FOR PROPOSALS
WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES
#2024-MA-04

Key Proposal Dates:

Issuance of the RFP	December 9, 2024
Deadline for Questions	December 20, 2024 by 4:00 p.m.
Responses and/or Addenda Issued	January 10, 2025
Proposal Due Date	January 17, 2025 by 4:00 p.m.
Initial Evaluation of Proposals	February 7, 2025
Interviews (if held)	March 3-7, 2025
Date of Contract Award	April 17, 2025
Contract Start-Up	July 1, 2025

Contact Information:

Kristina Martinez, Director of Human Resources
(925) 680-2031
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Attachment A, Sample Agreement for Professional Services

Attachment B, Claims Summary as of June 30, 2024

Attachment C, Self-Insured Plans Annual Report as of June 30, 2024

REQUEST FOR PROPOSALS
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I. PROJECT OVERVIEW

The Central Contra Costa Transit Authority, hereinafter referred to as CCCTA, is soliciting proposals from qualified third-party administrators, hereinafter referred to as the TPA, for administration of CCCTA's self-insured workers' compensation program. CCCTA is seeking a vendor who demonstrates an innovative and effective claims management process that is streamlined and user-friendly, has strong customer service focus, consistency with staff handling CCCTA's claims, solid reporting capabilities, effective technological capabilities, proactive and consistent management of employee/claimant occupational absences, competitive rates and fees, and the ability and willingness to comply with CCCTA's performance standards. The term of the contract is for a period of three (3) years, with two one-year option terms, that may be exercised at the sole discretion of CCCTA. The successful proposer should anticipate assuming responsibility on July 1, 2025, for all claims management functions including currently open files and all new claims. Please refer to Section XV for the Scope of Work.

II. BACKGROUND

CCCTA, headquartered in Concord, California, was established on March 27, 1980, under a joint exercise of powers agreement, to provide coordinated transportation services within Central Contra Costa County. CCCTA is governed by an eleven-member Board of Directors composed of representatives of the member jurisdictions: Cities of Clayton, Concord, Lafayette, Martinez, Orinda, Pleasant Hill, San Ramon, and Walnut Creek, and Towns of Moraga and Danville, and unincorporated areas of Central Contra Costa County. The CCCTA service area encompasses 200 square miles with a population just over 540,000. CCCTA currently operates a fleet of 125 fully accessible transit buses and 63 paratransit vehicles.

CCCTA became a self-insured employer for workers' compensation coverage on April 21, 1988. CCCTA currently maintains a self-insured retention of \$250,000. Excess coverage is provided by Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX) since July 1, 2001.

CCCTA's total expected payroll (salaries) for fiscal year 2024/2025 is \$18.6 million with approximately 249 employees, which consist of both full-time and part-time employees.

The current TPA has administered the workers' compensation program since July 1, 2006. The current claims summary for CCCTA as of June 30, 2024 is attached to this Request for Proposals (RFP) as Attachment B. A copy of the Self-Insured Plans Annual Report as of June 30, 2024 is attached to this RFP as Attachment C.

III. ESTIMATED SCHEDULE

The tentative schedule of significant events relating to this project is provided below. CCCTA reserves the right to modify this schedule.

Issuance of the RFP	December 9, 2024
Deadline for Questions	December 20, 2024 by 4:00 p.m.
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Proposal Due Date	January 17, 2025 by 4:00 p.m.
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Interviews (if held)	March 3-7, 2025
Date of Contract Award	April 17, 2025
Contract Start-Up	July 1, 2025

These tentative dates are subject to change at CCCTA's sole discretion.

IV. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

Any questions and/or requests for clarification regarding this RFP may be submitted to Kristina Martinez, Director of Human Resources, at kmartinez@cccta.org by 4:00 p.m. on December 20, 2024. The list of submitted questions with their respective answers will be posted to CCCTA's website by 4:00 p.m. on January 10, 2025.

V. ADDENDA

Any modifications, interpretations, or clarifications of this RFP will be made in writing by addendum and posted on CCCTA's website at <https://countyconnection.com/>. Oral interpretations are not binding on CCCTA. All addenda are considered part of the RFP. Upon issuance, such addenda are incorporated into the RFP, and will prevail over inconsistent provisions of earlier issued documentation. Proposers must acknowledge all addenda in their proposals. Failure to acknowledge any addenda may cause the proposal to be considered non-responsive and rejected.

VI. WITHDRAWAL OF PROPOSAL

Submission of a proposal constitutes a firm offer to CCCTA for one hundred twenty (120) days from the proposal due date.

A proposer may withdraw its proposal any time before the proposal due date, without prejudice, by submitting a written request for its withdrawal to Kristina Martinez, Director of Human Resources, County Connection, at 2477 Arnold Industrial Way, Concord, CA 94520, or by e-mail at kmartinez@cccta.org. A telephone request will not be accepted.

VII. COMMUNICATIONS AND CONTACT DURING SOLICITATION PROCESS

Once this RFP is issued to the public, all communication between all prospective proposers and CCCTA must be directed to the CCCTA staff indicated in this RFP. Under no circumstances may any member of a prospective proposer or their representative contact a member of CCCTA's Board of Directors about this RFP. Nothing herein prohibits proposers and their representatives from

making oral statements or presentations in public to one or more representatives of CCCTA during a public meeting. This will be in effect until the successful proposer and CCCTA execute an awarded contract.

Any violation of this requirement of the RFP will automatically disqualify a proposer.

VIII. PROPOSER REPRESENTATIONS

By submitting a proposal, the proposer affirms (a) that it is familiar with all requirements of the RFP and has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment or facilities called for in this RFP; (b) that it has checked its proposal for errors and omissions; and (c) that the prices stated in its proposal are correct and as intended by the proposer and are a complete statement of its prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required.

IX. PROTEST PROCEDURES

Protests regarding this RFP based upon restrictive specifications or alleged improprieties in the RFP procedure must be filed in writing with Kristina Martinez, Director of Human Resources, at least five (5) business days prior to the proposal due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Upon conclusion of the evaluation of proposals, CCCTA will send a notice to all proposers of staff's recommendation for a contract award.

Protests based upon the recommendation for award of the contract must be submitted in writing to Kristina Martinez, Director of Human Resources, within forty-eight (48) hours from receipt of the notice from CCCTA advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests may be submitted by mail to Kristina Martinez, Director of Human Resources, Central Contra Costa Transit Authority, at 2477 Arnold Industrial Way, Concord, CA 94520, or by e-mail at kmartinez@cccta.org. Protests by telephone will not be accepted.

Failure to comply with any of the requirements set forth in CCCTA's written protest procedures may result in rejection of the protest.

X. CONFIDENTIALITY

The California Public Records Act (California Government Code Sections 7920.000 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to this RFP, protest, or any other written communication between CCCTA and the proposer will be available to the public upon request.

If the proposer believes any communication contains trade secrets or other proprietary information that the proposer believes would cause substantial injury to the proposer's competitive position if disclosed, the proposer must request that CCCTA withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The

proposer may be required to justify why CCCTA should not, upon request, disclose such materials. The proposer may not designate its entire proposal as confidential. Additionally, the proposer may not designate its cost proposal or any required proposal forms or certifications as confidential.

If the proposer requests that CCCTA withhold from disclosure information identified as confidential, and CCCTA complies with the proposer's request, the proposer will assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless CCCTA from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all costs and expenses related to the withholding of the information. The proposer must not make a claim, sue, or maintain any legal action against CCCTA or its directors, officers, employees, or agents in connection with the withholding from disclosure of proposer information.

If the proposer does not request that CCCTA withhold from disclosure information identified as confidential, CCCTA shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to CCCTA.

XI. LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act. The Levine Act prohibits any CCCTA Board Member from participating in or influencing the decision on awarding a contract with CCCTA to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the CCCTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, the CCCTA Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before CCCTA or for twelve months following the date a final decision concerning the contract has been made.

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to a CCCTA Board Member within the twelve-month period preceding submission of their proposals. This duty applies to the proposer's company, any member of the proposer's team, any of the proposer's or other team members' agents, and to the major shareholders of any closed corporation that is part of the proposer's team. If the proposer has a contribution that needs to be disclosed, the proposer must include this information with its proposal.

XII. CONFLICTS OF INTEREST

By submitting a proposal, the proposer represents and warrants that no director, officer, or employee of CCCTA is in any manner interested directly or indirectly in the proposal or in the contract which may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq. or Sections 87100 et seq. during the performance of services under the Agreement. The proposer further covenants that it will not knowingly employ any person having

such an interest in the performance of the Agreement. Violation of this provision may result in the Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the proposer may be required to publicly disclose financial interests under CCCTA's Conflict of Interest Code. The proposer agrees to promptly submit a Statement of Economic Interests on the form provided by CCCTA upon receipt. No person previously in the position of director, officer, employee or agent of CCCTA may act as an agent or attorney for, or otherwise represent, the proposer by making any formal or informal appearance, or any oral or written communication, before CCCTA, or any officer or employee of CCCTA, for a period of twelve (12) months after leaving office or employment with CCCTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or contract.

XIII. FORM OF PROFESSIONAL SERVICES AGREEMENT

The TPA selected by CCCTA to perform the services outlined in this RFP will be required to execute an Agreement for Professional Services with CCCTA. A Sample Agreement is included with this RFP as Attachment A so that proposers have an opportunity to review the terms and conditions that will be included in the Agreement.

If a proposer desires any modifications to the form of Agreement, they must be submitted for consideration with the proposal. Otherwise, the proposer will be deemed to have accepted the form of Agreement.

Proposers' attention is directed to the insurance and indemnification requirements set forth in the Sample Agreement. Evidence of compliance with the specified insurance coverages must be submitted prior to commencement of work.

XIV. SCOPE OF WORK

A. CLAIMS ADMINISTRATION PERFORMANCE STANDARDS

1. Caseload

Each of the TPA's employees who handle indemnity claims must not have a caseload exceeding one hundred fifty (150) open claims, inclusive of all clients and all types of claims. Each of the TPA's employees who handle solely medical only and/or future medical claims must not have a caseload exceeding two hundred (200) open claims, inclusive of all clients and all types of claims. If the TPA's adjustor's caseload includes future medical and/or medical only claims, these claims will be counted as 1:1 in the caseload limit. The TPA's supervisor must not have a caseload.

2. Claim File Set Up

Upon receipt of the Employer's Report of Occupational Injury or Illness or Application for Adjudication of Claim, the TPA will prepare an individual claim file within one (1) business day for each claim. Preparation of the claim file includes entering each new claim into the computer system and establishing a claim number. Upon request, the TPA will

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make files available to CCCTA, including its representatives, claims auditors, and agents, for inspection. Files will contain all medical and factual information on each reported claim.

3. Claim File Documentation

The TPA will clearly document all activity, contact, notification, reconciliation, referrals, reviews, verification, and other relevant information in the computer notepad within one (1) business day, and maintain the above information in the applicable claim file. The TPA will maintain a copy of all written documentation, notices, letters, reports, and other relevant information in the applicable claim file. These claim file documentation requirements apply to all standards contained in Section III.A.

The TPA may use electronic claim files only if the TPA provides CCCTA and its representatives access to the electronic claim files, and all claim file documentation can be recreated in hard copy as requested.

4. Coverage

The TPA must verify the coverage period and that coverage was provided to CCCTA on the date of injury or illness in accordance with program dates and governing documents. If applicable, the TPA shall exercise due diligence in joining applicable co-defendants. The TPA will clearly document all activity to verify coverage and join co-defendants in the computer notepad within one (1) business day.

5. ISO

The examiner shall request a report from the ISO on all new indemnity claims. The TPA shall review and analyze all reports.

6. Employer Contact

In the event that the TPA receives notification of an injury or illness from another source, the TPA shall immediately request the Employer's Report of Occupational Injury or Illness form.

If the DWC Form 1 has not been received by the TPA within two (2) business days after receiving the Employer's Report of Occupational Injury or Illness, the examiner will contact CCCTA to ensure the DWC Form 1 was given to the employee/claimant within one (1) business day of knowledge of the injury. If a DWC Form 1 was not provided to the injured employee/claimant, the TPA shall immediately send the DWC Form 1 directly to the employee/claimant.

The TPA must contact CCCTA within one (1) business day of receipt of notice of a claim from any source to conduct an initial and meaningful investigation. The TPA shall confirm with the employer the number of employees on the date of injury. The TPA will clearly document such contact with CCCTA and information received from CCCTA in the computer notepad within one (1) business day.

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When a claim reaches or exceeds \$150,000 in total incurred value, the TPA must report to CCCTA every ninety (90) calendar days regarding the status of the claim. Such report shall include a current status of the claim, the examiner's plan of action for the future handling of the claim, and the current paid to date and total incurred amounts listed by indemnity, Supplemental Job Displacement Benefits, medical, and expense categories.

The examiner will provide on-site file reviews if requested by CCCTA. Other periodic on-site file reviews will be scheduled based upon the needs of CCCTA.

The TPA will return phone calls to CCCTA and respond to e-mails within one (1) business day, and clearly document the communication in the computer notepad within one (1) business day.

The TPA will respond to all correspondence from employers within three (3) business days of receipt, and clearly document the communication in the computer notepad within one (1) business day.

7. Employee/Claimant Contact

In all non-litigated, lost time, or disputed cases, the TPA will make telephone or personal contact with the injured employee/claimant within one (1) business day of receipt of notice of claim. Such contact will continue as often as necessary, but at least monthly. The TPA will clearly document any contact with the employee/claimant in the computer notepad within one (1) business day.

As required, the TPA will confer with and assist injured employee/claimants in resolving problems that arise from injury or illness claims.

The TPA will return phone calls to employee/claimants within one (1) business day of receipt, and clearly document the communication in the computer notepad within one (1) business day.

The TPA will respond to all correspondence from employee/claimants within three (3) business days of receipt, and clearly document the communication in the computer notepad within one (1) business day.

8. Medical Administration

The TPA, absent a Medical Provider Network (MPN), shall select a panel of general practitioners, specialists, hospitals, and emergency treatment facilities to which injured employee/claimants should be referred. The panel must be regularly reviewed and updated.

The TPA must assist CCCTA in identifying an industrial clinic and/or medical providers, if requested.

The TPA will contact the physician's office within three (3) business days of notice of all new claims to conduct an initial investigation as to the medical aspects of the claim and discuss CCCTA's return-to-work goals. The TPA will continue such contact as needed

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during the continuation of temporary disability to ensure that treatment is related to a compensable claim. The TPA will clearly document this communication in the computer notepad within one (1) business day.

The TPA shall maintain contact with treating physicians to ensure employee/claimants 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 providers to ensure their reports are received in a timely manner.

The TPA shall arrange medical evaluations when needed, reasonable, and/or requested in compliance with the current California Labor Code. In accordance with Labor Code Section 4601(a), the examiner will provide the employee/claimant with an alternative physician within five (5) business days of the employee/claimant's request for a change of physicians. The TPA will clearly document such referral in the computer notepad within one (1) business day.

The TPA shall make every attempt to utilize medical providers with contracts for negotiated rates that are less than the Official Medical Fee Schedule (OMFS) and/or recommended rates established by the Administrative Director of Workers' Compensation.

The TPA must ensure that medical bills are reduced to at least the OMFS and/or recommended rates established by the Administrative Director of Workers' Compensation. The TPA may use a service contractor as long as the TPA obtains prior approval from CCCTA. CCCTA will pay for the use and benefits of the services provided. Such fees will be charged to the applicable claim file and will be paid from the appropriate category as determined by Self-Insurance Plans.

The TPA shall provide, at CCCTA's expense, utilization review and/or professional managed care services on an as-needed basis to injured employee/claimants in compliance with Utilization Review approved guidelines. The TPA may use a service contractor to provide this service as long as the TPA obtains prior approval from CCCTA. Such fees will be charged to the applicable claim file and will be paid from the appropriate category as determined by Self-Insurance Plans.

9. Compensability

The TPA will make and clearly document the compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination in the file within two (2) business days from the receipt date by the TPA. The TPA will mail delay of benefit notices in compliance with the Division of Industrial Relations' guidelines. The TPA will maintain copies of benefit notices in the applicable claim file. The TPA shall notify CCCTA of delay or denial of any claim.

In no event may the TPA make a final compensability decision beyond ninety (90) calendar days from the date of knowledge of the claim.

10. Investigations

The TPA will notify CCCTA of the need for an outside investigation as soon as possible. With authority from CCCTA, the TPA shall promptly initiate investigation of issues identified as material to potential litigation and subrogation recovery. The TPA will keep CCCTA informed on the scope and results of all investigations. The TPA will clearly document all activities and communication with CCCTA in the computer notepad within one (1) business day.

11. Reserves

The TPA will establish appropriate initial reserves within three (3) business days based on the information obtained at the time of claim set up. The TPA will maintain a copy of the detailed worksheet establishing the initial reserves in the applicable claim file, which will be available for on-line review by CCCTA.

The TPA will establish reserves based on the facts of the claim and the ultimate probable cost of each claim. The TPA shall review all reserve categories on a regular basis but not less than at least every ninety (90) calendar days. The TPA will clearly document these detailed reviews in the computer notepad within one (1) business day. The TPA will include an explanation of any changes to reserves. The TPA will maintain a copy of the reserve worksheet in the applicable claim file, which will be available for on-line review by CCCTA.

12. Payments

CCCTA has established a zero-balance account, which shall at all times contain sufficient funds to enable the TPA to make timely payments of claims, allocated loss expenses, and other amounts the TPA is authorized to make on behalf of CCCTA. To comply with the positive pay requirements, the TPA shall electronically submit the information required by CCCTA's financial institution on a daily, weekly, or monthly basis. The submissions will be at no additional cost to CCCTA.

CCCTA and the TPA shall determine an individual payment threshold which would require immediate notification to CCCTA prior to the release of funds.

13. 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 benefits to injured employee/claimants 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. However, all such benefits shall be paid from CCCTA's established zero-balance account that will be linked to CCCTA's "positive pay" account.

14. Initial Indemnity Payment

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The TPA will issue and mail the initial indemnity payment or voucher to the injured employee/claimant or employer, if appropriate, together with a properly completed DWC benefit notice within ten (10) business days of the knowledge of the first day of disability. The TPA will maintain copies of benefit notices in the applicable claim file with a copy to CCCTA if not previously provided.

Late payments must include the self-imposed increase in accordance with the Labor Code. The TPA will clearly document the reasons for the late payment in the computer notepad within one (1) business day.

15. Subsequent Indemnity Payments

In compliance with the Labor Code, the TPA will verify and timely issue all indemnity payments or vouchers subsequent to the first payment, except for obvious long-term disability. The TPA will maintain copies of benefit notices issued with subsequent benefits in the applicable claim file with a copy to CCCTA.

Late payments must include the self-imposed increase in accordance with the Labor Code. The TPA will clearly document the reasons for the late payment in the computer notepad within one (1) business day.

16. Medical Payments

The TPA will review for accuracy, approve for payment on the appropriate claim file, and pay medical bills within time limits established by the Labor Code. 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 the Labor Code.

Late payments must include the self-imposed increase and penalties in accordance with the Labor Code. The TPA will clearly document the reasons for the late payment in the computer notepad within one (1) business day.

17. Transportation/Self-Procured Expenses

The TPA will review for accuracy, approve for payment, and pay Transportation/Self-Procured Expenses reimbursement claims within three (3) business days of the receipt of the claim for reimbursement. The TPA will mail advance travel expense payments to the injured employee/claimant at least ten (10) calendar days prior to the anticipated date of travel.

18. Return to Work

The TPA shall provide assistance to CCCTA in coordinating return to work information that is appropriate for injured employees while recovering and prior to their return to regular duties.

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The TPA shall consult with CCCTA at least once a month in those cases where the injury residuals might involve work restrictions and assist CCCTA in the provision of modified duty when appropriate.

The TPA shall notify CCCTA immediately upon receipt of an employee's permanent work restrictions so that CCCTA can determine the availability of permanent modified or alternative work. The TPA will clearly document notifications in the computer notepad within one (1) business day.

19. Permanent Disability

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. The TPA will clearly note determinations of the level of permanent disability in the computer notepad within one (1) business day.

The TPA shall take advantage of any potential apportionment potential to prior claims, disabilities, and impairments. The TPA shall also advise CCCTA of potential credits and increases to permanent disability benefits in the event that CCCTA accommodates permanent/alternative work for at least twelve (12) months.

The TPA will send all permanent disability benefit notices to the employee/claimant as required by the California Labor Code. The TPA will maintain copies of benefit notices in the applicable claim file with a copy to CCCTA.

20. Supplemental Job Displacement Benefits (SJDB)

In accordance with all applicable California laws, the TPA shall advise the injured employee/claimant of his/her right to SJDB, provide appropriate SJDB, control SJDB costs, attempt to secure the prompt conclusion of SJDB, and provide notification to CCCTA in the event that work restrictions require permanent or modified alternative accommodations.

21. Diary Review

The TPA's claim adjusting staff must review all claim files at least every forty-five (45) calendar days for active claims and at least every six (6) months for claims that have settled but are open to monitor future medical care. The examiner shall distinguish the regular diary review from routine file documentation in the computer notepad. The examiner is to update the claims system on any current "activity" that has occurred since the last file review. The computer notepad should include all steps/actions taken according to the plan of action previously entered.

The supervisor shall monitor the diary reviews by printing a "No Activity" report each month to identify any files that have fallen off the diary system.

22. Plan of Action

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The TPA will include and separately label a plan of action in the file notes. Each claim file shall contain the examiner's plan of action for the future handling of that claim.

The TPA will clearly document the plan of action on new claims in the computer notepad within ten (10) business days of initial claim set up. Such plan of action shall be clearly stated including the reasoning, strategy, and course of action(s) for the plan.

The TPA will update the plan of action at least every forty-five (45) calendar days on active claims and at least every six (6) months for claims that have settled but are open to monitor future medical care. The plan of action shall include, but not be limited to accident history, current disability status, employee/claimant's return to work status, medical status, type and duration of future medical care recommended by the applicable medical provider, litigation status, subrogation potential, detailed review of reserves, excess information, and future activity to move the claim towards resolution.

23. Supervision

The TPA shall provide supervisory staff that will regularly review the work product of the examiners. The supervisor shall review all new claims within the first thirty (30) calendar days of receipt from any source. The supervisor shall review at least ten percent (10%) of the examiner's caseload each month to ensure each examiner is following the performance standards outlined in the Agreement. Upon request, the TPA will provide CCCTA written verification that the supervisor has reviewed ten percent (10%) of the examiner's caseload. In addition, the supervisor shall conduct a regular quarterly review of all open indemnity claims with future reserves in excess of \$100,000 and all problem or complex claims. Such reviews shall include directions, recommendations, and/or appropriate feedback and be labeled as "Supervisor Review" and clearly documented in the computer notepad within one (1) business day.

The supervisor must review all medical only claims open beyond ninety (90) calendar days from the date of entry by the TPA for potential closure or conversion to indemnity claim status. Claims with \$3,000 or more paid-to-date on any claim open beyond one hundred eighty (180) calendar days from date of entry shall be converted to indemnity status and an appropriate precautionary indemnity reserve placed on the claim.

24. Report Requests

Written claim status reports requested by CCCTA, in addition to the regular ninety (90) calendar day status reports, shall be provided by the TPA to CCCTA within ten (10) business days or a timeframe agreed upon with CCCTA. Verbal status reports requested by CCCTA shall be provided by the TPA within two (2) business days and clearly noted in the computer notepad by the TPA within one (1) business day.

25. Settlements

The TPA shall obtain CCCTA authorization on all settlements. If the total incurred amount exceeds CCCTA's retention in each excess carrier's policy, the written settlement proposal shall also be directed to the excess carrier to provide authority in addition to CCCTA's

authority. The TPA or defense counsel shall forward settlement proposals to CCCTA and excess carrier if applicable.

Should the total incurred (paid and reserves) amount exceed CCCTA's retention, the claims adjuster shall also obtain written settlement authority from the applicable excess carrier. The member should be notified when settlement authority is requested from the excess carrier. If there are multiple claims to be included in the settlement, the recommendation should outline how much of the settlement will be paid on each claim included in the settlement. Settlement proposals shall be presented to the excess carrier as soon as possible, and no less than five (5) business days prior to any appearance at the WCAB, to ensure receipt in sufficient time and to process the proposal.

All requests for settlement authority shall be clear and concise and include a written claim analysis, estimate of permanent disability, coverage, and the defense counsel's comments and recommendations along with the dates of any pending litigation activity or conferences at the WCAB.

Settlement considerations must include an evaluation of the need for a Medicare Set Aside (MSA). Any referral for an MSA evaluation must have the prior approval of CCCTA.

The TPA will clearly note settlement requests, negotiations, and authority in the computer notepad within one (1) business day.

26. Award Payment

The TPA will issue payments on Awards, computations, commutations, or Compromise and Release agreements within ten (10) calendar days, following receipt of the appropriate document. Payments will be made sooner if necessary to ensure payments are made within twenty (20) calendar days of the WCAB approval date. Late payments must include the self-imposed increase and appropriate interest in accordance with the Labor Code.

The TPA shall document the computer notepad with the date of WCAB approval, the amount of the settlement, and the type and duration of future medical care recommended by the applicable medical provider. The TPA shall also document the reason(s) for any late payment of the Award. The TPA will document the WCAB approval within one (1) business day of the approval.

27. Future Medical Claims

Claims that remain open to monitor future medical care shall remain open for two (2) years from the last payment of any benefit. Reviews shall be documented in the claim notes to include settlement information, future medical care outline, last date and type of treatment, name of excess carrier, excess carrier reporting level, and date last reported to the excess carrier.

The TPA will review reserves for future medical treatment every six (6) months, and reserves will be adjusted for use over a three (3) year average and the injured employee/claimant's life expectancy based on the most recent version of the U.S. Life

Table. The TPA will clearly document the reason(s) and calculation(s) for the adjustment(s) in the computer notepad within one (1) business day.

The TPA shall evaluate the claim at least annually to determine a reasonable amount for settlement of future medical benefits and any remaining benefits due. The TPA will clearly document the reason(s) and calculation(s) for the recommended settlement amount in the computer notepad within one (1) business day. The TPA shall clearly document the computer notepad with the outcome of the settlement negotiations with the employee/claimant and/or applicant's attorney. Refer to Item 25 regarding the consideration of MSA settlements.

Should active litigation develop after the claim has been settled, the claim will be considered active and will no longer be considered a future medical claim. All appropriate performance standards in Section III.A pertaining to active claims will apply.

28. Subrogation

The TPA shall promptly initiate investigation of issues identified as material to potential litigation and subrogation recovery. In all cases where a third party is responsible for the injury to the employee/claimant, the TPA shall send a letter to the entity indicating they will pursue subrogation unless instructed otherwise by CCCTA. If the injured worker brings a civil action against the party responsible for the injury, the TPA shall consult with CCCTA about the value of the subrogation claim and other considerations.

When subrogation is to be pursued, the TPA will contact the third party within ten (10) business days with notification of CCCTA's right to subrogation and the recovery of certain claim expenses. If the third party is a governmental entity, a claim shall be filed with the governing entity within six (6) months of the injury or notice of injury in accordance with the California Government Claims Act.

The TPA will make periodic contact with the responsible third party and/or insurer to provide notification of the amount of the estimated recovery. The TPA will document such contact in the claims administrator's computer notepad.

Subrogation rights will not be waived without written consent from CCCTA and CCCTA's excess carrier. Upon CCCTA's authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action within the applicable Statute of Limitations.

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. Refer to Item 25 regarding the consideration of MSA settlements. If such attempt does not succeed, then the TPA will make every effort through the WCAB to offset claim expenses through a credit against the proceeds from the employee/claimant's civil action.

The TPA shall be responsible for collecting subrogation recoveries from the appropriate third party on a quarterly basis. The TPA will forward to CCCTA a copy of the request to

the third party until such time as the TPA is instructed otherwise by CCCTA. The TPA will clarify any discrepancy in the recovery or reimbursement amount in the claim notes at the time of each request for reimbursement. Settlement negotiations will include involvement of CCCTA and CCCTA's Excess Carrier if appropriate.

29. Litigated Cases

The TPA will clearly document notice of applicant representation in the computer notepad and include allegations of injury. All assignments to defense counsel will be appropriate and done with CCCTA's authorization and consent. Litigation direction shall remain with the claims examiner. The TPA shall prepare clear and concise litigation referrals to outside counsel outlining the issues of the claim and duties that will be handled by defense counsel, which shall not be clerical in nature. Defense counsel shall clearly outline a written plan to defend the litigated issues and provide a written initial analysis and periodic written updates timely. The TPA shall monitor the outside counsel's progress. The TPA shall audit all defense counsel's bills before payment is authorized.

In the absence of defense counsel, the TPA shall work closely with the applicant's attorney in disposition of litigated cases. The TPA shall confirm the defendant is properly named on all legal documents.

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

The TPA's manager, supervisor, or claims examiner shall attend WCAB hearings and meetings with defense counsel as necessary and as requested to do so.

30. Fraudulent Claims

The TPA will refer any claim with suspected fraudulent activity to the TPA's special investigation process for further investigation and potential referral to the appropriate authorities. The TPA will refer the claim to an investigator with CCCTA's prior approval, to conduct further investigation. CCCTA will be notified of the referral and be provided with periodic updates.

31. Excess Coverage

The TPA will report to the excess carrier cases that have the potential to exceed CCCTA's self-insured retention in accordance with the reporting criteria established by the excess coverage policies. All cases that meet the established reporting criteria are to be reported within ten (10) business days of the day on which it is known the criteria is met, or sooner if required by the excess carrier. The report shall be on a form satisfactory to the excess carrier and submitted electronically ninety (90) calendar days from the date of the initial notice and every ninety (90) calendar days thereafter, unless indicated otherwise by the excess carrier. Each submission shall include the supporting documents required by the excess carrier.

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The TPA will electronically forward to CCCTA a copy of the submission to the excess carrier and subsequent reports until such time as the TPA is instructed otherwise by CCCTA.

32. Excess Reimbursements/Recoveries

On a quarterly basis, the TPA shall collect reimbursements and recoveries from the excess carrier. The TPA will request reimbursements by the twentieth (20th) of the following month after the quarter ending March 31, June 30, September 30, and December 31. If the claim remains open to monitor future medical care, the TPA will immediately request reimbursements when the claim is reviewed semi-annually.

The TPA will forward to CCCTA a copy of the request to the excess carrier until such time as the TPA is instructed otherwise by CCCTA. The TPA will clarify any discrepancy in the recovery or reimbursement amount in the claim notes at the time of each request for reimbursement.

33. Overpayments

The TPA shall collect any overpayment of any benefit. In the event that the TPA fails to collect the overpayment, the TPA will reimburse CCCTA for the amount of the overpayment. Any settlement which considers credit for an overpayment against “new and further” disability must be reviewed and approved by CCCTA. The claim notes shall outline the reason and amount of the overpayment and the efforts taken to request reimbursement for the overpayment.

34. Penalties/Self-Imposed Increases

Late payment of all benefits must include the self-imposed penalty/increase in accordance with California law. The claim notes shall outline the reason and amount of the penalties/increases.

The TPA shall adhere to the requirements outlined in Section 25, Settlements, when settling exposures for penalties/increases.

35. Case Closure

All cases, where permanent disability is not an issue, will be closed within sixty (60) calendar days of the final financial transaction or final correspondence to the employee/claimant as required by law. All indemnity claims where permanent disability is an issue will remain open for two (2) years from the last payment of any benefit and then closed within sixty (60) calendar days of that date.

36. Compliance with Labor Code

The TPA shall comply with all provisions of the Labor Code and Rules and Regulations.

37. Performance Expectations

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The above Performance Standards shall be reviewed and implemented by all TPA staff assigned to CCCTA's Program within thirty (30) calendar days of approval of an agreement and/or staff assignments.

Upon request, the TPA must provide CCCTA written verification of compliance with this Section 37.

B. SPECIAL PROVISIONS

1. Financial Administration

CCCTA will establish a zero-balance trust account from which the TPA shall make all indemnity, medical, and allocated loss expense payments. Payment authorization limits and payment policies will be established by CCCTA and reviewed from time to time with the TPA. The TPA's monthly service fee shall not be paid from the trust account.

The TPA shall maintain complete and accurate records of costs, expenses, receipts, and other such information required by CCCTA that relates to the performance of services under the Agreement. The TPA shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

2. Allocated Loss Expenses

All allocated loss expenses shall be the responsibility of CCCTA. It is agreed and understood that, whenever practicable, allocated loss expenses should be paid directly from the applicable claim file. The contract price includes all services included in this RFP except for payments made by the TPA on CCCTA's behalf for medical, disability, or other benefits, and allocated loss expense.

Allocated Loss Expense shall mean all WCAB or court costs, fees, and expenses; fees for service of process; fees to attorneys; fees of independent adjusters or attorneys for investigation or adjustment of claims for AOE/COE investigations not performed by the TPA's workers' compensation claims personnel; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, chemical or physical questions; the cost of copies of transcripts of testimony of coroner's inquests or private records; the cost of depositions and court reporter or recorded statements; and any similar costs or expenses properly chargeable to the defense of a particular claim or to the protection of the subrogation rights of CCCTA; provided, however, that all of the above services performed by the TPA's personnel shall not be considered allocated loss expenses unless CCCTA is informed by the TPA that an AOE/COE investigation is necessary and CCCTA requests, in writing, that the TPA perform that investigation; the TPA personnel can then perform the investigation and the costs of that investigation shall be considered as allocated loss expenses. If CCCTA does not request the AOE/COE investigation be performed by the TPA's personnel, such investigation shall be referred by the TPA to an independent investigator.

Allocated Loss Expense shall also include medical cost containment program costs as defined in Title 8, Division 1, Chapter 8, Subchapter 2, Article 6, of the California Code of Regulations and 8 California Code of Regulations Section 15300.

3. Right to Audit

CCCTA and its designated representatives are authorized to visit the TPA's processing and/or storage premises for the purpose of performing a claims audit, and shall have access to all data, including paper documents, microfilm, microfiche, and magnetically stored data which relate to payments or non-payments made by the TPA. Any assistance or service provided by the TPA in response to a claims audit described above will be rendered at no additional cost to CCCTA. Please also see Section 16 of the Agreement.

4. Payments Outside of Coverage Period

The TPA will not charge CCCTA for payments made on behalf of persons who were not valid employees of CCCTA on the date of injury. The TPA may be responsible for reimbursing CCCTA for any amounts paid in error.

5. Personnel

The TPA agrees to assign to CCCTA's program only competent personnel who have been with the TPA for a minimum of one (1) year, have received training consistent with reasonable and customary standards of training, and have experience in the relevant field to perform services pursuant to the Agreement. Failure to assign such competent personnel shall constitute grounds for termination of the Agreement for default. The TPA also agrees to assign an examiner who will remain handling CCCTA's claims for at least a one (1) year period.

CCCTA's examiner must have passed the State of California, Department of Industrial Relations, Self-Insurance Administrator's Examination. The TPA must annually certify to CCCTA that the claims examiner handling CCCTA's 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. It is understood that CCCTA has the right to require the TPA's staff to be removed from their program based on unsatisfactory performance.

The TPA shall require an examiner to be available and to readily respond to CCCTA's request for assistance with problem cases, which may include in-person visits with CCCTA.

The TPA shall require its examiners or other TPA personnel, as necessary, to attend CCCTA's regularly scheduled Board of Directors and/or committee meetings to report on the general state of the program since the last meeting, and on any particular cases of interest to the Board and committee(s).

The TPA shall ensure that other personnel, such as management, clerical, accounting, and data processing, which may be required to satisfactorily provide the services required by

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the Agreement, shall be provided by the TPA within the agreed contract price. It is understood that the personnel referred to in this paragraph need not be dedicated to the exclusive use of CCCTA.

6. Forms

The TPA shall provide all forms necessary for the processing of benefits or claims information including the Employer's Report of Occupational Injury or Illness (DWC Form 5020), Employee Claim Form (DWC Form 1), vouchers, checks, and other related forms. The cost of providing these forms is included in the contract price.

7. Client Services

The TPA shall provide special, in-person training services annually to CCCTA to ensure that CCCTA's staff that process workers' compensation claims are effectively carrying out the procedures required for a successful program.

The TPA shall consult annually with CCCTA on the establishment and coordination of necessary procedures and practices to meet the needs of CCCTA with respect to the administration and processing of claims.

The TPA shall provide CCCTA with information regarding statutes, proposed changes to statutes, and changes to the rules and regulations affecting CCCTA and its responsibility as a legally uninsured workers' compensation authority.

8. Computer Access

The TPA shall provide online access to its claims database at no additional charge to CCCTA. Such data shall be in a format accessible from CCCTA's computers and will permit CCCTA to print copies of the data on its printers. The TPA shall provide CCCTA with training for use of their computer system. If CCCTA, under the TPA's guidance, is not able to maintain online interface with data maintained by the TPA, the TPA may be required to provide a copy of all data processed during the previous month to CCCTA's office on a disk by the tenth (10th) calendar day following month end.

9. Record Retention

The TPA will maintain all claim files and associated data in accordance with statutory time requirements and CCCTA's Record Retention Policy. CCCTA shall be notified prior to any destruction of files to determine if CCCTA wishes to retain the claim file at its own expense.

10. Confidentiality of Information

All data, documents, or other information developed or received, verbally or in writing, in performance of the agreement between the TPA and CCCTA are confidential and not to be disclosed to any person except as authorized by CCCTA, the TPA, or as required by law. Please also see Section 11 of the Agreement.

11. Protection of Data

It is the TPA's responsibility to develop and implement processes and procedures relating to the protection of CCCTA's electronic data, including a suitable security and back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention, as per the standards for Accreditation with Excellence by the California Association of Joint Powers Authorities (CAJPA). Please also see Attachment A of the Agreement.

12. Computer Generated Reports/Loss Runs

The TPA shall, at its expense, by the tenth (10th) calendar day of the following month, unless otherwise specified below:

- A. Electronically provide the following information monthly to CCCTA, as it pertains to CCCTA's claims:
- i. A listing of all open claims showing the employee/claimant's name, claim number, date of injury, paid amount, future liability, total incurred, and any amounts recovered;
 - ii. A listing of information needed for CCCTA to complete the applicable OSHA logs for claims where temporary disability benefits were paid during the applicable month showing the paid-to-date amounts, from and through dates of temporary disability benefits paid, claim number, and date of injury; and
 - iii. A summary listing by fiscal year showing paid-to-date amounts, future liability or reserve amounts, total incurred amounts, number of open claims, and number of closed claims.
- B. Provide the following information monthly to CCCTA electronically in Excel, PDF, and/or the appropriate formats:
- i. All open and closed claims run by fiscal year to include the employee/claimant's name, claim number, date of injury, occupation, free form text description of the injury, free form text description of the cause, site, and nature of the injury, number of days temporary disability benefits were paid, paid amount separated by type, future liability or reserves separated by type, total incurred separated by type, and any amounts recovered for subrogation or excess insurance;
 - ii. A summary listing run by program year showing paid to date amounts, future liability or reserve amounts, total incurred amounts, number of open claims, and number of closed claims;
 - iii. A check register, excluding vouchers, in check number order, including any voids, refunds, and recoveries received with a page showing the total payments for the month by fiscal year;

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- iv. A check register, including all activity, in check number order, including any voids, refunds, and recoveries received with a page showing the total payments for the month to be run by fiscal year;
 - v. A voucher register run by fiscal year; and
 - vi. A “No Activity” report listing the claims that have had no activity during the previous one hundred eighty (180) calendar days. The report components should include no reserve changes, no payments, no recoveries, no refunds, and/or no computer notepad activity.
- C. Provide the following quarterly reports, in addition to the regular monthly reports, to CCCTA electronically in Excel format:
- i. A listing of any administrative penalties/increases paid during the quarter. The report shall designate the party responsible for the penalty/increase;
 - ii. A listing of subrogation claims showing the employee/claimant’s name, claim number, date of injury, paid to date amounts, future liability, total incurred amounts, and any excess or subrogation recoveries;
 - iii. As of June 30, September 30, December 31, and March 31, a listing of all open and closed claims with a total incurred value in excess of \$75,000 to be run by fiscal year alphabetically. The report should include the employee/claimant name, claim number, date of injury, paid to date amounts, future liability, total incurred amounts, and any excess insurance or subrogation recoveries;
 - iv. As of June 30, September 30, December 31, and March 31, a listing of all open and closed claims with a total incurred value in excess of \$125,000 to be run by fiscal year alphabetically. The report should include the employee/claimant name, claim number, date of injury, paid to date amounts, future liability, total incurred amounts, and any excess insurance or subrogation recoveries; and
 - v. As of June 30, September 30, December 31, and March 31, a listing of all open and closed claims with a total incurred value in excess of \$250,000 to be run by fiscal year alphabetically. The report should include the employee/claimant name, claim number, date of injury, paid to date amounts, future liability, total incurred amounts, and any excess insurance or subrogation recoveries.
- D. The TPA shall provide loss data information to the excess carrier on a monthly basis in the format outlined by the excess carrier. The submissions shall be submitted to the excess carrier’s secure File Transfer Protocols (FTP) server or website by the tenth (10th) calendar day of the following month. The submission shall include the required fields outlined by the excess carrier. The submissions will be made electronically in addition to the loss runs provided to CCCTA and will be made at no additional cost to CCCTA or its excess carrier.
- E. Provide a report to CCCTA annually in Excel format as of the end of the fiscal year, in addition to the regular monthly and quarterly reports, a year-end report. The report shall

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include all open and closed claims run by fiscal year, to include the employee/claimant name, claim number, date of injury, occupation, text description of the injury, number of days temporary disability benefits were paid, paid amount separated by type, future liability or reserves separated by type, total incurred separated by type, and any amounts recovered for subrogation or excess insurance.

- F. The TPA shall also provide appropriate reports as requested documenting the timely and accurate reporting of CCCTA's claims to the Centers for Medicare and Medicaid Services (CMS).
- G. 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 to statistical database organizations as requested by CCCTA.
- H. The TPA will provide CCCTA a quarterly listing of any administrative penalties/increases paid in 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 CCCTA for reimbursement of the penalties/increases. The check and report shall be submitted to CCCTA by the twentieth (20th) calendar day of the following month after the quarter ends.
- I. Provide other special reports required of CCCTA including, but not limited to, loss trend reports, claim abstract reports, reports required by actuaries, excess insurance carriers, etc. If new programming is required in order to provide such special reports, the TPA shall pay at its own expense for new or special programming costs.

The TPA will make any corrections to the loss runs within thirty (30) calendar days of a request for correction.

Other than standard monthly loss runs referenced in this section, computer generated loss data reports requested by CCCTA shall be provided by the TPA within five (5) business days.

XV. PROPOSAL SUBMITTAL INSTRUCTIONS

CCCTA will accept proposals in response to this RFP no later than the date and time specified in Section III (regardless of postmark). Proposals received after the proposal due date will not be accepted. No additional time will be granted to any proposer unless granted by CCCTA pursuant to an addendum to this RFP. Proposals will be accepted by mail or email. Proposals submitted by mail must be addressed to: Central Contra Costa Transit Authority, Attn: Kristina Martinez, Director of Human Resources, 2477 Arnold Industrial Way, Concord, CA 94520-5327. Proposals submitted by email must be in PDF format and emailed to Kristina Martinez at kmartinez@cccta.org with the email subject line of "CCCTA Workers' Compensation Claims Administration Services RFP."

It is the proposer's responsibility to deliver the proposal in accordance with the instructions contained in this RFP. Late proposals will be rejected. All proposals, whether selected or rejected,

will become the property of CCCTA. Costs of preparation of proposals will be borne solely by the proposer.

XVI. PROPOSAL CONTENT

Proposals must be typed and address each item below. Proposals must be in sufficient detail to permit evaluation and demonstrate the proposer's ability to meet the requirements of this RFP. Proposals that do not include all the required information may be rejected as non-responsive.

A. Cover Letter. The cover letter must contain a brief overview of the proposal and the following information:

- Company name, address, and telephone number(s) of the firm submitting the proposal. The proposer should also identify the legal form of the firm, (i.e., sole proprietor, partnership, corporation, etc.). If the firm is a corporation, the cover letter must identify the state in which the firm was incorporated, the date of incorporation, and the name of the parent corporation.
- Name, title, address, e-mail address, and telephone number of the individual(s) who is authorized to represent the firm and to whom correspondence should be directed.
- A brief statement of the proposer's understanding of the services to be performed and a positive commitment to provide the services as specified.
- A statement that indicates: "The proposal and cost proposal will be valid and binding for one hundred twenty (120) days following proposal due date and will become part of the contract that is negotiated with CCCTA."
- Confirm acceptance of or indicate exceptions to the Sample Agreement.
- Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services.
- Provide any required disclosures pursuant to the Levine Act.
- Acknowledge receipt of all addenda by including the addendum number for each addendum received.
- If applicable, identify the page numbers and/or sections of the proposal that are deemed confidential and provide reason why the information should be exempt from public disclosure.
- The cover letter must be signed by a corporate officer or another individual who is legally authorized to bind the proposer to both its proposal and cost proposal.

B. Company Background, Experience, and Financial Stability. Proposers must give a brief description of their firm, including:

- The names and backgrounds of principal owners, partners, or officers, and resumes detailing these individuals' experience.
- The length of time the firm has been in the business of administering California workers' compensation claims, including the services outlined in the Scope of Work.
- A brief description of the proposer's qualifications for this Scope of Work and previous experience on similar or related work performed for local governmental agencies, including transportation agencies, if any. This description must include a brief summary of work performed, the period over which the work was completed,

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for whom it was performed, the location where it was performed, and the size of the proposer's effort (i.e., cost and period of time).

- The number of California offices and locations.
- The California office that would service CCCTA's claims.
- The California office that would service CCCTA for loss data or functions other than claims adjusting.
- Identify any owned and/or affiliated ancillary services, companies, etc.
- A description about whether there are any major changes (e.g., relocation of firm/consolidation, legal name change, etc.) planned for proposer and the parent corporation during the next twelve (12) months.
- Income statements and balance sheets for the past two years and any information regarding pending financial issues, including any pending litigation or administrative actions against the organization that may impact its financial capacity.
- If available, provide a copy of the most recent Statement of Auditing Standards Report addressing your internal controls.

C. Key Personnel. The proposal must identify the personnel, including supervisory and management, who would be assigned to administer CCCTA's claims. In addition, proposers must provide detailed responses to the following:

- Organizational chart showing key personnel.
- The position each individual currently occupies and is being proposed to occupy.
- The education, years, and type of experience of each individual (attach a resume or curriculum vitae for each key personnel).
- The experience each individual has adjusting California permissibly public agency or private self-insured claims.
- The length of time each individual has been with the proposer's firm.
- The percentage of time each individual is in the office, remotely, and the field.
- The caseload for every person assigned to handle any portion of CCCTA's claims.

D. References. The proposals must include the following:

- A list of clients for which proposer provides similar types of claims-related services as those described in the Scope of Work. Please include the name, title, email address, and phone number of three (3) people, in three (3) different companies or public agencies, other than CCCTA, whom CCCTA can contact to discuss the proposer's performance.
- A list of clients and their contact information who have cancelled their contract with proposer's company during the past twenty-four (24) months, if any. Please include the reason(s) for termination and/or non-renewal by either party.

E. Approach to Scope of Work. The proposals must demonstrate the proposer's understanding of the Scope of Work. The response should outline how the proposer plans to accomplish the required services, any information or assistance that it expects from CCCTA to complete the requested work, and other services or specialties that may distinguish the abilities of the proposer. The proposals must include:

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- A work plan describing how the proposer intends to provide the services in the Scope of Work, including a quality control plan describing how the proposer will meet the objectives described in the Scope of Work.
- If the proposer is unable to comply with a specific performance objective, the proposer must indicate which objective cannot be complied with, the reason(s) the objective cannot be met, and provide suggestions or alternatives.
- In compliance with MMSEA Section 111 Medicare Secondary Payor Mandatory Reporting, CCCTA requires the selected TPA to be registered with the Centers for Medicare and Medicaid Reporting Services (CMS) as the Account Manager for CCCTA. The proposal must state the proposer's intention to register as the Account Manager and provide detailed information on their plan to provide necessary data to CMS within the required timeframes. Please specify any ancillary vendors that will be utilized for the transmission of data, any contractual arrangements between the proposer and the ancillary vendor, and any associated costs above the TPA claims administration costs for assuming the Account Manager responsibilities and data transmission as outlined by CMS. Please include any such costs in the cost proposal.
- Describe how the proposer will ensure compliance with workers' compensation statutes and rules and regulations promulgated by the Department of Industrial Relations.
- Provide a comprehensive transition plan, including estimated timelines, to include the process for the transitioning of hard copy claim files to paperless claim files or paperless claim files to hard copy files if required.
- Include samples of computer-generated reports described in the "Special Provisions" section of the Scope of Work.
- Describe any services not covered in the Scope of Work that proposer believes may be of particular value to CCCTA, such as provider and facility networks, litigation management, etc.

F. Cost Proposal. The cost proposal must include the following information:

- A flat annual fee for each of the three base years of the contract and two one-year option term(s) for the claims administration services outlined in the Scope of Work. FAILURE TO PROVIDE PRICING INFORMATION IN THE MANNER REQUESTED MAY RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.
- Any additional fees or fee adjustments for bundled services of Utilization Review, Bill Review, and/or Managed Care.
- Any additional fees or fee adjustments for unbundling of Utilization Review, Bill Review, and/or Managed Care.
- Any additional fees for data conversion and on-line access.
- It is expected that there will be approximately 55 open claims that will be transferred to the new TPA, if applicable. The proposer must state whether the cost of handling these existing open files are included in the flat annual fee quoted above. If not, then proposer shall indicate the costs for adjusting these existing open files.

XVII. SELECTION CRITERIA

The evaluation committee will use the following criteria to select the successful proposer:

Selection Criteria	Weight
Responsiveness of the proposal	10%
Company background, experience, financial stability, and references	20%
Experience of key personnel and staffing	20%
Approach to providing Scope of Work	30%
Reasonableness of costs	20%
Total	100%

XVIII. EVALUATION AND SELECTION PROCESS

CCCTA intends to award a contract to the highest ranked proposer that submitted a responsive proposal. CCCTA may consider the proposal material submitted, references, oral interviews or demonstrations (if any), and any other relevant information about a given proposer. The proposer must furnish such additional information as CCCTA may reasonably require. CCCTA reserves the right to conduct pre-award negotiations with all potential proposers, request best and final offers (BAFO), or to award a contract without conducting any interviews/demonstrations, negotiations or requesting BAFOs.

After evaluating proposals based on the above criteria, CCCTA may select a short list of proposers and invite them to participate in demonstrations or interviews. These demonstrations or interviews will be scheduled on an as-needed basis with the short-listed vendors.

After evaluations and demonstrations or interviews (if any), CCCTA will select the highest ranked proposer that submitted a responsive proposal, and recommend that proposal to the CCCTA Board of Directors for contract award.

XIX. DISCLAIMERS

CCCTA reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in CCCTA's sole judgment, best meets the requirements of the project and is most favorable to CCCTA's interest.

CCCTA reserves the right to make an award without further discussion of the proposal submitted. Proposers should not rely upon the opportunity to alter their qualifications during discussions. CCCTA will not be bound or in any way obligated until both parties have executed a contract. CCCTA also reserves the right to delay the contract award and/or not to make a contract award.

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CCCTA further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers will furnish all such information for this purpose as CCCTA may request.

ATTACHMENT A,

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 20__, by and between the CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("CCCTA") and _____ ("CONSULTANT").

WHEREAS, CCCTA desires to obtain Workers' Compensation Claims Administration Services and has issued a Request for Proposals dated _____, 20__, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated _____, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. The CONSULTANT agrees to provide professional services to CCCTA in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants with special expertise in providing similar services. CONSULTANT further represents and warrants that it holds all applicable licenses, registrations, and certifications in current and good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the term of the Agreement.

2. SCOPE OF SERVICES. The scope of the CONSULTANT's Services will consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. AGREEMENT DOCUMENTS. This Agreement consists of the following documents:

- (1) This Agreement, including Attachment A, Data Security and Data Privacy Requirements;
- (2) Exhibit A, Request for Proposals dated _____, 20__;
- (3) Exhibit B, CONSULTANT's Proposal;
- (5) [ADDITIONAL EXHIBITS AS NEEDED].

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

4. TERM.

The term of this Agreement will be for a three year term commencing upon the Effective Date of the Agreement. The CONSULTANT will furnish CCCTA with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in Exhibits A and B.

CCCTA reserves the right, in its sole discretion, to exercise up to two one-year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If CCCTA determines to exercise the option term(s), CCCTA will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement, and any option term granted thereto as specified herein, are subject to CCCTA's right to terminate the Agreement in accordance with Section 15 of this Agreement.

5. COMPENSATION. [Note: This section is subject to further revision after proposals are received and evaluated]

The CONSULTANT agrees to perform all of the services included in Section 2 for a total not-to-exceed amount of _____ (\$_____), in accordance with Exhibits A and B. The total not-to-exceed amount includes all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs and expenses incurred by the CONSULTANT. CCCTA will pay the CONSULTANT in accordance with Section 6.

The CONSULTANT is prohibited from accepting any commissions including contingent commissions, or any other form of remuneration, direct or indirect, from third parties for the work done within the terms of this Agreement. The CONSULTANT specifically affirms that if it collects any commissions or other forms of remuneration, direct or indirect, from third parties that are attributable to services provided to CCCTA, such amounts will be credited to and deducted from the compensation payable by CCCTA specified in this section.

6. MANNER OF PAYMENT. CONSULTANT will submit invoices to CCCTA on a monthly basis. Invoices must itemize, by personnel, the number of hours devoted by CONSULTANT to work under this Agreement, applicable hourly rates in accordance with Exhibit B, and those out-of-pocket expenses incurred in the performance of work hereunder. CCCTA will endeavor to pay approved invoices within thirty (30) days of receipt. CCCTA reserves the right to withhold payment to the CONSULTANT if CCCTA determines that the quantity or quality of the work performed is unacceptable. CCCTA will provide written notice to the CONSULTANT within 10 calendar days of CCCTA's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONSULTANT performs all required Agreement expiration or termination obligations. If CONSULTANT disagrees with CCCTA's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes CCCTA's decision to CCCTA within 30 calendar days of CCCTA's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge CCCTA's decision.

All invoices should be sent to: Central Contra Costa Transit Authority
Accounts Payable
2477 Arnold Industrial Way
Concord, CA 94520
Attn: _____

7. CONSULTANT'S KEY PERSONNEL. It is understood and agreed by the parties that at all times during the term of this Agreement that _____ will serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by CCCTA, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

8. CCCTA REPRESENTATIVE. Except when approval or other action is required to be given or taken by the Board of Directors of CCCTA, the General Manager of CCCTA, or such person or persons as he shall designate in writing from time to time, will represent and act for CCCTA.

9. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of CCCTA. The CONSULTANT is an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's is one solely between said parties.

10. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by CONSULTANT are the property of CCCTA. CCCTA will be entitled to access to and copies of these materials during the progress of the work. Any property of CCCTA in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work must be immediately delivered to CCCTA. If any property of CCCTA is lost, damaged or destroyed before final delivery to CCCTA, the CONSULTANT must replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the CCCTA. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

11. CONFIDENTIALITY. Any CCCTA materials that the CONSULTANT has access to or materials prepared by the CONSULTANT during the course of this Agreement

(“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of CCCTA’s General Manager or designee.

12. CHANGES. CCCTA may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 4, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation or time specified herein, CONSULTANT must so advise CCCTA immediately upon notice of such condition or contingency. The written notice must explain the circumstances giving rise to the unforeseen condition or contingency and set forth the proposed adjustment in compensation or time. Such notice must be given to CCCTA prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation or time. Any and all pertinent changes will be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive CCCTA approval for extra work prior to performing extra work may, at CCCTA’s sole discretion, result in non-payment of the invoices reflecting such work.

13. RESPONSIBILITY; INDEMNIFICATION. To the furthest extent permitted by California law, CONSULTANT will indemnify, keep and save harmless CCCTA, and CCCTA members, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by an act or omission of the CONSULTANT or its employees, subcontractors or agents; and

B. Any allegation that materials or services provided by CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party; and

C. Any disclosure, or alleged disclosure, of CCCTA PII, as defined in Attachment A.

CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment be rendered against CCCTA or any of the other individuals enumerated above in any such action, CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification shall survive termination of this Agreement.

14. INSURANCE.

A. Workers' Compensation Insurance. If CONSULTANT employs any person to perform work in connection with this Agreement, CONSULTANT must procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance must not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT must deliver to CCCTA a Certificate of Insurance that stipulates that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits will be given to CCCTA. Such insurance must also contain a waiver of subrogation in favor of CCCTA and its directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. CONSULTANT must also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and CCCTA for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT must also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which includes coverage for all vehicles, licensed or unlicensed, on or off CCCTA's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies must be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, CCCTA, and its directors, officers, employees and agents. The insurer(s) will agree that its policy(ies) is Primary Insurance and that it will be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering CCCTA.

Inclusion of CCCTA as an additional insured will not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy will protect CONSULTANT and CCCTA in the same manner as though a separate policy had been issued to each, but nothing in said policy will operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest had been named as an insured. Such insurance will also contain a waiver of subrogation in favor of CCCTA and its directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

Prior to commencement of work hereunder, CONSULTANT must deliver to CCCTA a Certificate of Insurance which indicates compliance with the insurance requirements of this Section and stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits will be given to CCCTA.

C. Errors and Omissions/Professional Liability Insurance. CONSULTANT must also maintain Errors and Omissions Insurance a limit of liability of Three Million Dollars (\$3,000,000)/Five Million Dollars (\$5,000,000) per occurrence/aggregate. This insurance will

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apply to all claims arising out of an occurrence or events during the term of the insurance and made during, or subsequent to, the term of the Agreement. Such insurance will apply whether the claim arises out of the operations of the CONSULTANT, its officers, employees, consultants, agents, or anyone else acting, directly or indirectly, on behalf of any of the foregoing. Such insurance will be severable and, except as respects the limits of liability and self-insured retention, apply to each insured as if no other insureds exist. Prior to commencing work under this Agreement, CONSULTANT must furnish to CCCTA a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this Section. Such certificate or policy will further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits will be given to CCCTA.

D. Employee Dishonesty Insurance. CONSULTANT must maintain Employee Dishonest Insurance with a limit of One Million Dollars (\$1,000,000), which includes comprehensive employee dishonesty, disappearance, theft, and forgery or alteration coverage in a form and issued by an insurance or bonding company or companies acceptable to CCCTA. Prior to commencing work under this Agreement, CONSULTANT must furnish to CCCTA a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this Section. Such certificate or policy will further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits will be given to CCCTA.

F. Cyber Liability Insurance. CONSULTANT must maintain Cyber Liability Insurance. Such policy must contain Cyber Liability risk coverages including network and internet security liability coverage, privacy liability coverage and media coverage.

The policy must 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 will relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability and Cyber Liability coverage for all work performed by the CONSULTANT and any subcontractor/subconsultant working on behalf of the CONSULTANT on the project.

Minimum Coverage and Minimum Limits:

\$1,000,000	Per Claim and Policy Aggregate
\$1,000,000	Errors and Omissions and Professional Liability
\$1,000,000	Cyber Liability including Privacy, Confidentiality and Network Security liability
\$1,000,000	Cyber Extortion
\$1,000,000	Regulatory Defense, Awards and Fines

G. Deductibles and Retentions. CONSULTANT is responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from CCCTA. Deductible and retention provisions will 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 the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that CCCTA seeks coverage under such policy as an additional insured, CONSULTANT will satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

15. TERMINATION.

A. Termination for Convenience. CCCTA will have the right to terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. In the event of termination for convenience, the CONSULTANT will be compensated in accordance with the provisions of Sections 5 and 6 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of CCCTA upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as CCCTA deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default. If the CONSULTANT fails to perform any of the provisions of this Agreement, CCCTA may find the CONSULTANT to be in default. After delivery of a written notice of default CCCTA may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within 7 calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in CCCTA's discretion, provide a plan to cure such breach which is acceptable to CCCTA within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, CCCTA may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT's property, CCCTA may terminate this Agreement immediately without the cure period. Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. CCCTA will remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination. CCCTA is not in any manner liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this

Agreement become the property of CCCTA upon the effective date of the termination for default.

C. Transition Upon Termination or Expiration of Agreement. Upon the termination or expiration of the Agreement, if the CONSULTANT is not awarded a new contract, the CONSULTANT must cooperate fully with CCCTA and the successor consultant to provide electronic copies of all reports, writings, documents or any other submittal related to the Agreement (Work Product) requested by CCCTA and/or the successor consultant to the successor consultant, and ensure a smooth transition. All Work Products must be provided in a format that is usable by the successor consultant, such as the latest version of Microsoft Word and/or Excel. Upon CCCTA's recommendation of award of contract to the successor consultant, the CONSULTANT must begin preparing all Work Product to allow for a smooth transition.

Within 10 business days of the award of the contract, unless instructed otherwise in writing by CCCTA, the CONSULTANT must transfer all open claims, including relevant documentation, to the successor consultant. Claims not resolved by the CONSULTANT by the end of the contract term are considered "open." A claim is "closed" when the claim has been resolved and the matter has been either (a) conclusively settled or (b) rejected when the statute has run. Within 30 calendar days of CCCTA's award of the contract, unless instructed otherwise in writing by CCCTA, the CONSULTANT must transfer all other Work Products, including information on closed claims, to CCCTA and the successor consultant. CCCTA will withhold payment of CONSULTANT's final invoice until CONSULTANT has ensured a smooth transition to the successor consultant, as determined by CCCTA in its sole discretion, and complied with the requirements set forth herein.

D. The rights and remedies of CCCTA provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS. All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit CCCTA, the State Comptroller, and their authorized representatives, to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by CCCTA's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse CCCTA for those costs within sixty (60) days of written notification by CCCTA.

18. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between CCCTA's Director of Human Resources and the CONSULTANT's _____.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to CCCTA: Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
ATTENTION: Director of Human Resources

If to the CONSULTANT: _____

ATTENTION: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

19. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by CCCTA, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

20. NON-DISCRIMINATION ASSURANCE –TITLE VI OF THE CIVIL RIGHTS ACT. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or

sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CCCTA deems appropriate.

21. CONFLICT OF INTEREST.

A. General. Depending on the nature of the work performed, a consultant of CCCTA may be subject to the same conflict of interest prohibitions established by California law that govern CCCTAs employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the CCCTA's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by CCCTA.

No person previously in the position of Director, Officer, employee or agent of CCCTA during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before CCCTA, or any Officer or employee of CCCTA, for a period of one (1) year after leaving office or employment with CCCTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest. CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to

CCCTA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT will not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately will provide CCCTA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, CCCTA becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, CCCTA will similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by CCCTA, CCCTA will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. CCCTA's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to CCCTA upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future CCCTA solicitations.

CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by CCCTA in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

22. MISCELLANEOUS

A. Records. During the term of this Agreement, CONSULTANT will permit representatives of CCCTA to have access to, examine and make copies, at CCCTA's expense, of its books, records and documents relating to this Agreement at all reasonable times.

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B. CCCTA Warranties. CCCTA makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Release of Information. CONSULTANT will not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of CCCTA's General Manager.

D. Use of Subcontractors. CONSULTANT will not subcontract any Services to be performed by it under this Agreement without the prior written approval of CCCTA, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT will be solely responsible for reimbursing any subcontractors and CCCTA will have no obligation to them.

E. No Assignment. CONSULTANT will not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of CCCTA.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover, in addition to all court costs, reasonable legal fees.

G. Dispute Resolution. CCCTA and CONSULTANT agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by CCCTA, the CONSULTANT will continue performance under this Agreement while matters in dispute are being resolved.

H. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

I. Binding on Successors. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

J. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

K. Severability. Should any provision herein be found or deemed to be invalid or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect.

L. No Third Party Beneficiaries. This Agreement is not for the benefit of any person or entity other than the parties.

M. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CENTRAL CONTRA COSTA
TRANSIT AUTHORITY

CONSULTANT:
_____*

By: _____
General Manager

By: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Legal Counsel for CCCTA

** If the CONSULTANT is a Corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONSULTANT will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.*

**Attachment A to Sample Agreement,
Data Security and Data Privacy Requirements**

1. Data Privacy. The CONSULTANT may have access to Personally Identifiable Information ("PII") in connection with the performance of the Agreement. PII is any information that identifies or describes a person or can be directly linked to a specific individual. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address. CCCTA Personally Identifiable Information, or CCCTA PII, means any PII relating to the CCCTA's employees or customers.

The CONSULTANT must ensure and maintain the confidentiality, security, safety, and integrity of all CCCTA PII, including physical, electronic, and procedural safeguards designed to prevent unauthorized access or use and protect against known or anticipated threats to the security or integrity of such data. This includes, but is not limited to, the secure transport, transmission and storage of CCCTA PII used or acquired in the performance of this Agreement. Notwithstanding the generality of the foregoing requirements, the CONSULTANT will adhere to the following requirements concerning CCCTA PII:

A. The CONSULTANT may not, except as authorized or required by law, reveal or divulge to any person or entity any CCCTA PII that becomes known to it during the term of this Agreement. The CONSULTANT may not use or attempt to use any such information in any manner that may injure or cause loss, either directly or indirectly, to CCCTA.

B. The CONSULTANT must maintain policies and programs that prohibit unauthorized disclosure of CCCTA PII and promote training and awareness of information security policies and practices. The CONSULTANT must comply, and must cause its employees, representatives, agents, and subcontractors to comply, with such commercially and operationally reasonable directions as CCCTA may make to promote the safeguarding or confidentiality of CCCTA PII.

C. The CONSULTANT must conduct background checks for employees or subcontractors that have access to CCCTA PII or host CCCTA PII.

D. The CONSULTANT must limit access to computers and networks that host CCCTA PII, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection software.

E. The CONSULTANT agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et. seq.) and Civil Code Section 1798.81.5(b). In addition, the CONSULTANT warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, and the State of California relating to the handling and confidentiality of CCCTA PII, including the terms and conditions contained in this Section.

This Section will survive termination or expiration of this Agreement.

2. **DATA SECURITY** The CONSULTANT must provide those administrative, physical, and technical safeguards for protection of the security, confidentiality, integrity, and availability of CCCTA PII pursuant to the minimum standards of care recommended by the California Attorney General in her February 2016 report (See <https://oag.ca.gov/breachreport2016>). In particular:

A. The CONSULTANT agrees to properly secure and maintain any computer, hardware and software applications, or electronic media that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied to secure CCCTA PII that may be used, transmitted, or stored on such software in the performance of this Agreement.

B. The CONSULTANT, its employees, agents, subcontractors, and consultants may not download or otherwise store any CCCTA PII onto any CONSULTANT computer, desktop, laptop, thumb drives, disks, or other portable memory device without such data being encrypted.

C. The CONSULTANT represents that its hosting environment is built upon a secure infrastructure, which undergoes examinations from an independent auditor in accordance with the minimum standards of care recommended by the California Attorney General in her February 2016 report (see above). For added security, the CONSULTANT will use multi-factor authentication when accessing the infrastructure. In addition to the independent audit, CCCTA will have the right at any time, upon reasonable notice, to audit and inspect: (i) the CONSULTANT's facilities where CCCTA PII is stored or maintained; (ii) any computerized software used to share, disseminate or otherwise exchange CCCTA PII; and (iii) the CONSULTANT's security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures related to software where CCCTA PII is shared, disseminated or otherwise exchanged. The audit and inspection rights hereunder will be for the purpose of verifying the CONSULTANT's compliance with this Agreement, and all applicable laws.

D. The CONSULTANT must process and store all CCCTA PII in a single-tenant environment and at no time will CCCTA PII be commingled with data of independent third-party users of the CONSULTANT's services.

E. The CONSULTANT must have vulnerability management programs to identify and minimize threats and risks on any software used to store or transmit CCCTA PII.

F. The CONSULTANT represents that the CONSULTANT's management access to the hosting infrastructure is limited to authorized support staff. The security architecture has been designed to control appropriate logical access to the infrastructure to meet industry standards that meet or exceed the Trust Services Criteria and Principles for Security, Availability, Integrity, and Confidentiality established by the AICPA.

G. Notwithstanding anything to the contrary in this Agreement, the CONSULTANT agrees to retain CCCTA PII for no longer than three days after the completion date of this Agreement and CCCTA's confirmation that the CONSULTANT may proceed with

such deletion. At the conclusion of this retention period, the CONSULTANT agrees to use a U.S. Department of Defense ("DoD")-approved method of removal of CCCTA PII from any files, with said service being included in the total cost of this Agreement. Discarded CCCTA PII will be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips ("Storage Media"). The CONSULTANT agrees to destroy hard-copy documents containing CCCTA PII by means of a cross-cut shredding machine. The CONSULTANT also agrees to use DoD-approved methods, or an alternative CCCTA-approved method, to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Agreement, the CONSULTANT will submit a certification to the CCCTA that all electronic or hard-copy format CCCTA PII has been destroyed in accordance with the Agreement.

H. The CONSULTANT is responsible for complying with the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), contained in Title XIII, Subtitle D of the American Reinvestment and Recovery Act of 2009, and the Health Insurance Portability and Accountability Act (HIPAA), including all data security and privacy requirements thereof.

This Section will survive termination or expiration of this Agreement.

3. **NOTICE OF SECURITY BREACH.** The CONSULTANT must immediately notify CCCTA when it discovers that there may have been a data security incident that has or may have resulted in compromise to CCCTA PII. For purposes of this Section, immediately is defined as within twenty-four hours of discovery. The CONSULTANT must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability—and must promptly alert CCCTA of any such circumstances, including information sufficient for CCCTA to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of CCCTA PII, the CONSULTANT will be liable for paying for the following costs to remediate any such unauthorized disclosure:

A. The reasonable cost of providing notice of the breach to individuals affected by such breach;

B. The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;

C. The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months; and

D. Any other service required by applicable law.

The CONSULTANT must provide any information and/or support to CCCTA in issuing the actual notification and, at CCCTA's sole discretion, the CONSULTANT must itself provide actual notification if CCCTA desires. This Section will survive termination or expiration of this Agreement.

ATTACHMENT B,

CLAIMS SUMMARY AS OF JUNE 30, 2024

Attachment B

CCCTA - Workers' Compensation Claims Summary as of June 30, 2024

Summary				
	Open	Reopened	Closed	Total
# of Claims	41	7	1,345	1,393
Finance Detail Level 2	Paid-to-Date		Reserve	Incurred
ALE	\$4,283,796.28		\$326,902.29	\$4,610,698.57
IND	\$6,105,970.67		\$267,593.99	\$6,373,564.66
MED	\$8,067,228.25		\$1,684,803.03	\$9,752,031.28
PER	\$4,241,154.11		\$365,308.47	\$4,606,462.58
REHAB	\$475,634.84		\$36,000.00	\$511,634.84
Gross	\$23,173,784.15		\$2,680,607.78	\$25,854,391.93
Total Recoveries	\$1,017,512.22			\$1,017,512.22
Recoveries Not Impacting Incurred	\$128,042.54			\$128,042.54
Recoveries Impacting Incurred	\$889,469.68			\$889,469.68
Net	\$22,284,314.47			\$24,964,922.25

ATTACHMENT C,

SELF-INSURED PLANS ANNUAL REPORT AS OF JUNE 30, 2024

State of California



Public Self Insurers ER Annual Report

For Fiscal Year 2023-24

September 23, 2024
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520 5327

FORM AR-2 (1-2016)

RFP #2024-MA-04
Workers' Compensation Claims Administration Services

State of California

Employer

General Information:

Certificate Number	7865	Period Of Report	Annual
(Period) From	07/01/2023	(Period) To	06/30/2024

Master Certificate Holder:

Name	Central Contra Costa Transit Authority		
Address 1	2477 Arnold Industrial Way		
Address 2		FTIN	94-2710867
City	Concord	State	CA Zip 94520 5327
State of Incorporation			

RFP #2024-MA-04
Workers' Compensation Claims Administration Services

State of California

During the reporting period of this report, has there been any of the following with respect to the Master Certificate Holder for any affiliate?

None

Any additions to the Self Insurance Program?

None

Employment and wages paid in current fiscal year:

Number of Employees 287

Total Wages and Salaries Paid \$18,319,037

Addressed Correspondence For Related Self-Insurance Matters:

Company Name Central Contra Costa Transit Authority

Name Amber Johnson

Title CFO

Phone (925) 680-2051

Fax (925) 687-7306

Email Address ajohnson@cccta.org

Address 1 2477 Arnold Industrial Way

Address 2

City Concord

State CA

Zip

94520

Web Site

RFP #2024-MA-04
Workers' Compensation Claims Administration Services

State of California

TPA Adjusting Locations:

Has there been a change in TPA Adjusting Locations during this reporting period that has not yet been reported to OSIP? No

Have you added any new TPA Adjusting Locations during this reporting period that has not yet been reported to OSIP? No

Record Storage:

Are there open and closed claims stored at a location other than the adjusting location? No

Insurance Coverage:

1) During this reporting period, does your company maintain a standard workers' compensation insurance policy to cover any of your California liabilities? No

2) During this reporting period, does your company have a specific excess workers' compensation policy in force to cover any of your California liabilities? Yes

	Insurance Company Name	Policy Number	Policy Issue Date
1)	Local Agency Workers' Compensation Excess JPA (LAWCX)	LAWCX 23.24	07/01/2023
	Attachment LAWCX MOC_2023_24.pdf		
	Retention Limit 5,000,000		
2)	Public Risk Innovation, Solutions, and Management (PRISM)	PRISM-PE 23 EWC-32	07/01/2023
	Attachment 2023.24 PRISM - Dec Page.pdf		
	Retention Limit STATUTORY		

3) Do you carry an aggregate(stop loss) workers' compensation insurance policy? No

RFP #2024-MA-04
Workers' Compensation Claims Administration Services

State of California

Certification By Authorized Representative:

Company Name Central Contra Costa Transit Authority

Name Amber Johnson

Title CFO

Phone (925) 680-2051

Fax (925) 687-7306

Email Address ajohnson@cccta.org

Address 1 2477 Arnold Industrial Way

Address 2

City Concord

State CA **Zip** 94520

Name of Person Legally Responsible for this Electronic Signature:

Amber Johnson (Date/Time of Signature) - 09/23/2024 08:53

RFP #2024-MA-04
Workers' Compensation Claims Administration Services

State of California

Report Location Number: 7865-05-316 A **Identification of Location:** CORVEL ENTERPRISE COMP, INC. at FOLSOM **Certificate Holder:** Central Contra Costa Transit Authority

CASES AND BENEFITS (to the nearest dollar)				From Date-	07/01/2023	To Date-	06/30/2024
Date	#	Incurred Liability		Paid To Date		Future Liability	
		Indemnity	Medical	Indemnity	Medical	Indemnity	Medical
1) Cases open as of 06/30/2024 reported prior to 2019/20	16	\$1,044,855	\$1,265,260	\$860,313	\$700,506	\$184,542	\$564,754
2) Open and closed Liabilities							
A) All Cases reported in 2019/20	17	\$515,949	\$788,778	\$387,459	\$373,471	\$128,490	\$415,307
2019/20 Cases open	3	\$367,935	\$731,383	\$239,445	\$316,076	\$128,490	\$415,307
B) All Cases reported in 2020/21	16	\$504,424	\$335,533	\$425,003	\$150,702	\$79,421	\$184,831
2020/21 Cases open	6	\$504,289	\$315,607	\$424,868	\$130,776	\$79,421	\$184,831
C) All Cases reported in 2021/22	17	\$250,148	\$359,617	\$139,659	\$127,759	\$110,489	\$231,858
2021/22 Cases open	8	\$239,060	\$336,341	\$128,571	\$104,483	\$110,489	\$231,858
D) All Cases reported in 2022/23	11	\$297,734	\$195,663	\$180,196	\$70,104	\$117,538	\$125,559
2022/23 Cases open	5	\$295,750	\$193,310	\$178,212	\$67,751	\$117,538	\$125,559
E) All Cases reported in 2023/24	19	\$99,682	\$181,888	\$51,260	\$19,393	\$48,422	\$162,495
2023/24 Cases open	10	\$77,534	\$170,957	\$29,112	\$8,462	\$48,422	\$162,495

	\$ Indemnity	\$ Medical
SUBTOTAL	\$668,902	\$1,684,804
TOTAL		\$2,353,706
	\$ Indemnity	\$ Medical
	\$370,002	\$176,907

3) Estimate Future Liability (Indemnity Plus Medical)

4) Total Benefits Paid During 2023/24 (Including all case expenditures). The indemnity amount includes the amount of LC § 4800/4850 benefits paid for the year (total of Lines 11 and 12)

5) Number of MEDICAL-ONLY Cases Reported in 2023/24

6) Number of INDEMNITY Cases Reported in 2023/24

7) Total of 5 and 6 (Also entered in 2E above)

8) Total Number of open Indemnity Cases (All Years)

9) Number of Fatality Cases Reported In 2023/24

10) (a) Number of FY 2023/24 claims for which the employer or administrator was notified of representation by an attorney or legal representative in 2023/24

10) (a) Number of non-FY 2023/24 claims for which the employer or administrator was notified of representation by an attorney or legal representative in 2023/24

11) Amount from salary continuation payments made pursuant to LC § 4800/4850 that is in excess of the applicable temporary disability rate for the period paid.

12) Amount from salary continuation payments made pursuant to LC § 4800/4850 capped at the temporary disability rate for the period paid.

3	3
16	16
19	19
45	45
0	0
2	2
2	2
\$0	\$0
\$0	\$0

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ALL Open Indemnity Claims (by reporting and by year) reported and with claims: 2023-24 CCCTA SIP Open Indemnity.pdf

RFP #2024-MA-04

Workers' Compensation Claims Administration Services

State of California

Dual Jurisdiction Claims

Please note that California Labor Code Section 3702.2(b) requires that "... the annual report of a self-insured employer who has self-insured both state and federal workers' compensation liability shall also be set forth (1) amount of all compensation liability incurred, paid-to-date, the estimated future liability under both this chapter and under the federal longshore and Harbor Worker's Compensation Act (33 U.S.C. Sec. 901 et seq.), and (2) the identity and the amount of the security deposit securing the employer's liability under state and federal self-insured programs."

Accordingly, please indicate all California exposure on your Self Insurer's Annual Report, and, in addition identify each Claim with dual jurisdiction on Separate List of Open Indemnity Claims. For those claims, indicate the incurred, paid-to-date, and estimated future liabilities for federal exposure. Please also indicate the amount and the type of security deposit securing those claims.

Instructions To Claims Administrator For Specific Excess Insurance

The TPA should provide a sum of the unpaid excess carrier excess liability under "Calculation of Specific Excess Coverage Entry for the Annual Reports". In addition, provide a list of claims for which specific excess credit is being claimed. This may be provided as a spreadsheet. Indicate in the list of claims the following information:

The list shall include the name of the claimant, claim number, date of injury, description of injury, carrier name and policy number, policy coverage period, retention level of policy and paid to date in indemnity or medical benefits, and the estimated future liability of the claim minus the total unpaid employer retention, which equals the total unpaid carrier liability, whether the claim has been reported to a carrier, if the claim has been accepted by the carrier, if the carrier has denied any part of the liability of the claim.

Refer to OSIP website for sample format of the Excess Credit Calculation form.

Calculation Of Specific Excess Coverage Entry For Annual Reports:

Enter the sum of the total unpaid carrier excess liability claimed from the "Specific Excess Insurance Policy Coverage". If none enter "0".

\$

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Certification

Administrating Agency's Certificate Number 316

Or Self Administered

I declare under penalty of perjury that I have prepared or caused this report to be prepared and I have examined this liabilities report to be prepared and I have examined this liabilities report of this self insurer's worker's compensation liabilities. To the best of my knowledge and belief this report is true, correct and complete with respect to the worker's compensation liabilities incurred and paid. I further declare under the penalty of perjury that the estimates of future liability of worker's compensation claims made in this report reflect the administrator's best judgement as to the future liability of claims, using prevailing industry standards, and the signatory intends Self Insurance Plans to rely upon the representation.

Agency Name CORVEL ENTERPRISE COMP, INC.

Name Jason Jacobs

Phone (916) 605-3917

Fax

Email Address jason_jacobs@corvel.com

Address 1 1180 Iron Point Way #300

Address 2

City Folsom

State CA **Zip** 95630

Name of Person Legally Responsible for this Electronic Signature:

Jason Jacobs (Date/Time of Signature) - 09/13/2024 14:21