



PROCUREMENT

3501 CIVIC CENTER DRIVE, SAN RAFAEL, CA 94903

March 9, 2026

SUBJECT: Questions and Answers for Request for Proposals (RFP) #2897 – Workers Compensation Third Party Administrator Services

****The requested Excel reports have been provided as two separate attachments.***

1. QUESTION: What is the reason for issuing the RFP?
 - a. Current Program Expiring (Y/N)?
 - b. County of Marin requirements to issue RFP on a periodic basis (Y/N)?
 - c. Issues with current TPA Program (Y/N)?

Answer: Yes to a, b & c. The County periodically conducts RFPs as part of our standard procurement practice to ensure competitive pricing, high service quality, and alignment with our evolving needs.
2. QUESTION: Is this a Federally Funded program (Y/N)?

Answer: No, this is not a Federally Funded program.
3. QUESTION: How long has the incumbent TPA been serving the County of Marin for your Workers' Compensation program?

Answer: Since July 2019.
4. QUESTION: Would you confirm if Arch Insurance is the incumbent Worker's Compensation Excess?

Answer: ARCH is the current excess carrier.
5. QUESTION: Would you provide the budget for your TPA program?

Answer: The County is not providing a budget for this RFP. Proposers are expected to submit their most competitive and comprehensive pricing based on the scope of services outlined in the solicitation and their experience serving comparable public sector clients.
6. QUESTION: Would you provide a copy of the current TPA Contract including fees as follows?
 - a. Current program Workers' Comp. Medical Only claim rate?
 - b. Current program Workers' Comp. Lost Time/Indemnity claim rate?
 - c. Current program Workers' Comp. Incident/Record Only claim rate?
 - d. Total for Workers' Compensation Fees?

Answer: See attached County contract.
7. QUESTION: Is the County of Marin satisfied with the current incumbent's claim administration team (Account Executive, Workers' Comp. Supervisor, Workers' Comp. Indemnity Adjusters, Workers' Comp. Medical Only Adjusters) (Y/N)?
 - a. If no, would you elaborate on the issue(s) or challenges?

Answer: See Answer to Question #1.
8. QUESTION: Is the County of Marin satisfied with the current incumbent's claim administration team (Account Executive, Workers' Comp. Supervisor, Workers' Comp. Indemnity Adjusters, Workers' Comp. Medical Only Adjusters) (Y/N)?
 - a. If no, would you elaborate on the issue(s) or challenges?

Answer: See Answer to Question #1.

9. QUESTION: We reviewed your loss summary. Would you provide a summary listing of all open and closed claims for the last 5 years by the following columns of data:
- a. Choice of Policy Year, Calendar Year, or Fiscal Year
 - b. Minor Line of Coverages
 - i. Workers' Compensation Lost Time/Indemnity (WCLT)?
 - ii. Workers' Compensation Medical Only (WCMO)?
 - iii. Workers' Compensation Incident/Report Only?
 - c. Claim Status (Open / Closed)?
 - d. Total Incurred? e. Total Paid?
 - f. Total Outstanding or Reserves?
- Answer: See table below.**

Calendar Year	Claim Type	Status	Count of Status	Sum of Total Paid	Sum of Total Incurred
2021	First Aid Indemnity - No Lost Time	Closed	10	\$1,742	\$1,742
		Closed	53	\$54,152	\$54,152
		Open	2	\$26,080	\$49,000
	Info Only Major PD	Closed	33	\$274	\$274
		Closed	1	\$273,118	\$273,123
		Open	7	\$1,026,319	\$1,533,672
	Medical Only Minor PD	ReOpen	2	\$258,062	\$507,278
		Closed	76	\$56,868	\$56,868
		Closed	14	\$705,144	\$706,744
		Open	13	\$980,650	\$1,934,369
	Temporary Disability	ReOpen	2	\$117,163	\$259,774
		Closed	49	\$350,514	\$350,514
		2021 Total		262	\$3,850,086
2022	First Aid Indemnity - No Lost Time	Closed	16	\$2,539	\$2,539
		Closed	36	\$68,782	\$68,791
		Open	4	\$47,943	\$144,798
	Info Only Major PD	Closed	20	\$72	\$72
		Open	6	\$948,751	\$1,621,025
		ReOpen	1	\$62,464	\$90,779
	Medical Only Minor PD	Closed	62	\$47,955	\$47,955
		Closed	12	\$636,647	\$637,058
		Open	21	\$2,503,653	\$4,156,031
		ReOpen	2	\$34,836	\$111,801
	Temporary Disability	Closed	41	\$214,321	\$214,321
		Open	2	\$9,077	\$45,333
	2022 Total		223	\$4,577,042	\$7,140,502
2023	First Aid Indemnity - No Lost Time	Closed	10	\$2,126	\$2,126
		Closed	27	\$81,428	\$81,428
		Open	3	\$31,400	\$187,365
		ReOpen	2	\$8,911	\$162,819
	Info Only	Closed	26	\$21	\$21

	Major PD	Closed	1	\$33,455	\$33,455
		Open	2	\$336,275	\$488,897
	Medical Only	Closed	74	\$66,173	\$66,173
	Minor PD	Closed	10	\$96,139	\$96,139
		Open	16	\$1,090,936	\$2,404,718
	Temporary Disability	Closed	38	\$219,116	\$219,116
2023 Total			209	\$1,965,979	\$3,742,258
2024	Death	Open	1	\$25,361	\$55,000
	First Aid	Closed	6	\$2,641	\$2,641
	Indemnity - No Lost Time	Closed	14	\$55,510	\$55,527
		Open	13	\$135,068	\$706,670
	Info Only	Closed	22	\$210	\$210
	Major PD	Open	2	\$233,452	\$812,154
	Medical Only	Closed	58	\$61,030	\$61,030
		Open	1	\$16,707	\$26,000
	Minor PD	Closed	18	\$115,454	\$129,682
		Open	10	\$582,286	\$1,432,918
		ReOpen	3	\$87,488	\$282,912
	Temporary Disability	Closed	44	\$410,625	\$410,864
		Open	1	\$6,567	\$25,000
		ReOpen	1	\$32,818	\$38,007
2024 Total			194	\$1,765,216	\$4,038,616
2025	First Aid	Closed	5	\$3,149	\$3,740
	Indemnity - No Lost Time	Closed	21	\$37,206	\$37,206
		Open	19	\$125,359	\$603,039
	Info Only	Closed	37	\$336	\$336
	Major PD	Open	1	\$20,992	\$196,294
	Medical Only	Closed	52	\$42,632	\$42,688
		Open	11	\$38,516	\$62,200
	Minor PD	Closed	9	\$68,748	\$69,362
		Open	10	\$414,913	\$942,664
	Temporary Disability	Closed	28	\$87,900	\$88,244
		Open	20	\$245,857	\$762,665
		ReOpen	4	\$84,695	\$191,650
2025 Total			217	\$1,170,306	\$3,000,087
Grand Total			1105	\$13,328,628	\$23,648,973

10. QUESTION: Would you provide a deidentified Detailed Loss Listing of your open and closed Workers' Compensation Claims as follows for at least the last 5 years? (Excel format with all fields in columns would be preferred)
- Choice of Policy Year, Calendar Year, or Fiscal Year?
 - Minor Line of Coverages
 - Workers' Compensation Lost Time/Indemnity (WCLT)?
 - Workers' Compensation Medical Only (WCMO)?
 - Workers' Compensation Incident/Report Only?
 - Claim Status (Open / Closed)?
 - Department?
 - Cause of Accident?
 - Total Incurred?

- g. Total Paid?
- h. Total Outstanding or Reserves?

Answer: See attachment 'Loss Run 5 Years Report'

11. QUESTION: Will the new TPA assume the takeover of the legacy open claim files from the incumbent TPA? Yes
- a. If yes...
 - i. Will the TPA be able to provide an electronic data feed of the historical claims? A data feed would be coordinated along with the appropriate information for the file transfer.
 - ii. Will you be able to provide the TPAs data record file layout for review?
 - b. Please provide the total summary open claim counts by minor line of coverage as follows?
 - i. Total Open Workers' Comp. Indemnity claim count?
 - ii. Total Open Workers' Comp. Medical Only claim count?
 - iii. Total Open Workers' Comp. Incident/Report Only claim count?
 - c. Would you provide a deidentified detailed loss history report of ALL OPEN claims by the following columns of data? (Excel format would be preferred) See attached Loss Run Open Claims
 - i. Choice of Policy Year, Calendar Year, or Fiscal Year?
 - ii. Minor Line of Coverages
 - 1. Workers' Compensation Lost Time/Indemnity (WCLT)?
 - 2. Workers' Compensation Medical Only (WCMO)?
 - 3. Workers' Compensation Incident/Report Only?
 - iii. Claim Status (Open / Closed)?
 - iv. Department?
 - v. Cause of Accident?
 - vi. Total Incurred?
 - vii. Total Paid?
 - viii. Total Outstanding or Reserves?

Answer: See Answers to Questions #9 and #10.

12. QUESTION: What is working well with your current TPA program?
Answer: The current program has maintained claims administration services consistent with contractual requirements. Through this RFP, the County is evaluating options to ensure continued best value and opportunities to further strengthen service delivery and outcomes..
13. QUESTION: What challenges do you have with your current TPA program?
Answer: The County's service expectations and performance standards are outlined in the RFP. Proposers should address how they will meet or exceed those requirements
14. QUESTION: What are your key objectives for your new program over the next 12 to 24 months?
Answer: The County's service expectations and performance standards are outlined in the RFP. Proposers should address how they will meet or exceed those requirements.
15. QUESTION: What concerns do you have on moving the program to another TPA?
Answer: As with any transition of third-party administration services, the County's primary considerations would include maintaining continuity of claims handling, preserving institutional knowledge, minimizing disruption to injured employees and departments, and ensuring seamless data migration and system integration. The County expects proposers to present a comprehensive transition plan that addresses these elements and mitigates potential risks .
16. QUESTION: What is your Loss Funding Process with the TPA?
 - a. Is an Escrow Account established (Y/N)?
 - b. If not, please explain the County of Marin's Loss Funding Process with the incumbent TPA?**Answer: The County utilizes a trust account structure for payments. Funds are deposited into a designated trust account from which the TPA issues claim disbursements in accordance with**

established authority levels and County oversight procedures. Additional details regarding funding mechanics and reporting requirements will be addressed during contract negotiations.

17. QUESTION: Claim Intake - First Report of Injury:

- a. What is the preferred method for reporting claims to the TPA?
 - i. (Ex. TPA Web Site, Phone, Fax, Email, In-house System Data Feed)?
 1. If there is a system-to-system feed for FNOL, what will be the frequency (ex. Daily, Hourly, Other)?
- b. Will an HR Eligibility File be provided (Y/N)?
 - i. If yes, at what frequency (Weekly, Monthly, Quarterly, Other)?

Answer: Currently, the County reports claims to the TPA via email submission of the First Report of Injury and supporting documentation. The County is interested in exploring options for a more automated system-to-system data feed in the future.

18. QUESTION: Medical Management:

- a. Would you provide your current Medical Bill Review per line fees.
- b. Would you provide your current Medical Bill Review per bill fee.
- c. Would you provide your current Medical Bill Review Percent of Savings fee?
- d. How many medical bills are processed annually?
- e. Please describe your current provider's network percent of savings fees structure (e.g. 30%, 28%, 25%, other).

Answer: The County's current Medical Bill Review fee structure is reflected in the incumbent contract, which will be provided as part of the RFP materials. Proposers are responsible for reviewing the contract for applicable pricing terms. The County requests that proposers submit their own proposed fee structure in accordance with the RFP pricing requirements.

19. QUESTION: We understand the county has an aggressive Return-to-Work program. Please elaborate on your Return-to-Work Philosophy?

- a. Would there be interest in Medical Appointment tracking and Work Status Tracking on all WC claims (includes next office visit and release date & type), Job Offer Tracking, review claim and program level data from the TPA (Y/N)?
- b. Would there be interest in the TPA providing Return to Work Coordination that works with locations/departments/offices to accommodate injured workers and driving down lost days (Y/N)?

Answer: The County's Return-to-Work philosophy emphasizes early intervention, timely communication, and transitional duty whenever medically appropriate. The County prioritizes minimizing lost work time while ensuring compliance with applicable laws and supporting employee recovery. Collaboration among the TPA, departments, supervisors, HR, and Risk Management is critical to achieving optimal outcomes and reducing indemnity exposure. Yes. The County is interested in enhanced medical appointment tracking, work status tracking (including next scheduled visit and release status), job offer tracking, and the ability to review both claim-level and program-level return-to-work data. Yes. The County is interested in understanding how the TPA can support return-to-work coordination, including collaboration with departments to identify modified duty opportunities, facilitate communication, and proactively reduce lost workdays.

20. QUESTION: OSHA:

- a. Would there be interest in an OSHA Module to maintain OSHA data in-house as a self-service option (Y/N)?
- b. Would you require TPA support for OSHA Recordkeeping Determination (Y/N)?
- c. Would you require TPA support for maintaining DART (Days Away/Restricted/Transferred) (Y/N)?

Answer: Yes to a, b & c.

21. QUESTION: Risk Management Information System (RMIS) Capabilities

- a. How many total County of Marin users will require on-line access to the TPA RMIS?
- b. Of the total RMIS users, how many users will be required to view claims data, claim financial, Notes, attachments and possibly produce basic loss reports only?
- c. Of the total RMIS users, how many users will require advanced dashboards and ability to produce

reports?

d. Would you share examples of current reports required? Are they satisfactory?

e. Please advise on Key Performance Indicators important to County of Marin.

f. Do you have a Standalone RMIS or In-house Database Solution (Y/N)?

i. If yes, what is the name of the RMIS Product and RMIS Vender?

ii. Will you require an Output File from the TPA Claim System to feed directly into your Inhouse RMIS (Y/N)?

1. What Frequency (ex. Monthly, Weekly, Daily, Other)?

2. What files will be required?

a. Claim Summary Level (Y/N)?

b. Transactional/Payment Financials (Y/N)?

c. Adjusters' Notes (Y/N)?

Answer:

A. 3-5,

B all,

C all,

D. Rather than prescribing specific reporting requirements, the County requests that proposers provide examples of standard and ad hoc reports currently provided to comparable public sector clients. Please include samples of claim-level reports, financial and loss analytics, performance metrics, compliance reporting, medical management reporting, return-to-work tracking, and executive-level dashboards.

Proposers should also describe report customization capabilities, delivery frequency options, real-time dashboard access (if available), and how reporting effectiveness and client satisfaction are measured.

E. The County monitors performance across financial, operational, return-to-work, medical management, compliance, and service-related metrics. Proposers should describe their standard KPI framework, benchmarking capabilities, and how performance is tracked, reported, and improved over time for comparable public sector clients.

F. No

22. QUESTION: Would there be interest in learning more about Leave of Absence (Occupational/Nonoccupational) services?

a. If so, please advise on your current Leave of Absence provider.

Answer: Yes

23. QUESTION: Will client references be required to complete a questionnaire form or simply a phone interview? phone interview?

Answer: The County intends to conduct reference checks primarily through phone interviews; however, the County reserves the right to request supplemental written information if necessary.

24. QUESTION: While reviewing the RFP, we had the following questions:

Claims Administration:

- Can the County please provide loss data in an excel file detailing all new/reported claims for the last 3 years.

- Of the 274 open indemnity claims, how many are open only for the administration of Future Medical benefits?

- What areas of customer service or financial performance is the County looking to improve during the next contract period?

Answer: See Answers to Questions #9 and #10. The County has 131 open future medical claims.

25. QUESTION: While reviewing the RFP, we had the following questions:

Bill Review:

- Please provide your annual medical bill volume including RX and the average RX/year, for the past 3 years, if available.

- What is the dollar amount or percentage of savings for Official Medical Fee Schedule, PPO Savings, Gross Savings, and Other Savings for the last 3 years? Please provide the billed charges, savings, and allowance for each bill type.
- Are you currently being charged a separate fee or network access fee for RX bills? If so, how much has been charged for this over the past 3 years (each year).
- Please provide the number of inpatient, outpatient, and surgery center bills processed for each of the last 3 years.
- What is the total number of Specialty Review Bills per year for the last 3 years?
- Can the County please disclose the annual fee amount being paid to the incumbent provider for bill review services.

Answer: The County is not providing detailed historical bill review volume, savings metrics, or incumbent performance data as part of this RFP. Proposers should base their pricing and service models on their experience with comparable public sector clients of similar size and complexity. The County may provide additional aggregate information during contract negotiations, if necessary.

26. QUESTION: While reviewing the RFP, we had the following questions:

Utilization Review/Nurse Case Management:

- What is the average annual volume of RFAs (utilization review) processed, including clinical and non-clinical, for the last 3 years? Please provide a breakdown by the numbers authorized at Level I (Nurse) & Level II (Peer). What are the corresponding charges and breakdown of the procedures? How many were approved, delayed, modified, and denied and withdrawn?
- What is the number of TCM assigned per year for the last 3 years and the duration of assignment?
- Can the County please disclose the annual fee amount being paid to the incumbent provider for utilization review and nurse case management services.

Answer: For FY 2024–2025, the County processed a total of 895 Utilization Review (UR) requests. Of those, 402 were carrier authorized, 100 certified, 108 modified, and 285 non-certified.

27. QUESTION:

Please verify in BidExpress whether the required forms in Appendix B need to be filled out separately in the online portal as well as being uploaded and signed in the full RFP response? This would cause a duplication.

- Could you please clarify whether having an office in the Bay area is a requirement for this RFP? Will a claims office located in California outside of the Bay area be acceptable?
- Please provide a detailed 5-year loss run in Excel format to include claim status and Claim type.

General

- Please provide a detailed 5-year loss run in Excel format to include claim status and Claim type.
- Please provide a copy of the current contract in place with your TPA and any amendments.
- Can you provide details on the current team structure handling the county's claims?
- Does the incumbent pursue subrogation for the county, and is there an associated cost?
- How many open claims are there for all years broken down by type?

Medical Case Management:

- How many nurse case managers are currently assigned to the county, and are they exclusively dedicated?
- How many claims per year were assigned to Nurse Case Managers over the last five years..
- Are all new claims triaged by a nurse?
- Is the assignment of Nurse Case Managers standard for all cases, or are there specific criteria for their assignment?
- Does the county use Field Case Managers for medical management purposes, and if so, what criteria are used for their assignments?

Bill Review:

- What is the number of billed charges, bill review allowance, negotiated bill fees, hospital review fees,

PPO savings for the past 3 years, and current fee structure?

- What network does the county use for Medical Bill Review services
- Who is the county's current provider for Medical Bill Review Services?
- Who does the county currently work with for Pharmacy Benefit Management Services, and what is the number of prescriptions filled over the last five years.
- Does the county have an EDI with its PBM vendor for pharmacy bills, or is this handled manually?

Utilization Review:

- Is there a preferred workflow for processing RFA's?
- Do you have a prior authorization list, and if so, how many RFA's are processed as prior authorization?
- In the City's workflow, do adjusters process their own prior authorizations?
- Can you provide detailed utilization review statistics for the past five years, including the number of assignments, gross annual expense, gross savings, net savings, and percentage of savings?

The forms available in Bid Express can be completed directly within the portal instead of being included in the proposal's response. However, ensure that the Levine Act Disclosure Statement & Form is included within your proposal, as this form is not available for completion within the portal

While a Bay Area office is not mandatory, the County values local accessibility. A claims office located within California is acceptable. Proposers should describe how they will ensure effective communication, service responsiveness, and on-site support as needed.

See Answers to Questions #9 and #10.

Use the TPA pharmacy review through Optum.

Yes, the incumbent TPA pursues subrogation as part of the overall claims administration process. The current claims team structure includes a dedicated supervisor, a senior adjuster assigned to indemnity claims, a designated future medical adjuster, and a designated medical-only adjuster. Proposers should describe their proposed team structure, including supervisory oversight, role specialization, and staffing model, and explain how it will support effective claims management and service delivery for the County.

Nurse Case Managers (NCMs) are not exclusively dedicated to the County and are assigned by the TPA based on claim needs, utilizing both internal NCM staff and County-approved vendors. Not all new claims are triaged by a nurse. NCM assignments are made based on established clinical and claim-specific criteria rather than automatically assigned to all cases. Field Case Managers are utilized as appropriate, depending on the nature and complexity of the claim. Proposers should describe their triage methodology, assignment criteria, staffing model, and reporting practices related to medical case management.

For reports see numbers 9, 10 and 24.

Pharmacy bill review is administered through the TPA's pharmacy review program with Optum.

The County does not maintain a separate direct EDI connection with the PBM vendor; pharmacy bill processing is handled through the TPA's established review process.

Detailed historical prescription volume data for the past five years is not being provided. Proposers should describe their PBM oversight, reporting capabilities, formulary management, and cost-containment strategies.

The County maintains a prior authorization list consistent with regulatory requirements; however, detailed volume metrics related to RFAs processed as prior authorization will not be provided at this time. Within the County's workflow, adjusters process prior authorizations in coordination with the Utilization Review process and within their established authority levels. Detailed five-year utilization review statistics, including assignment counts, expense data, savings amounts, and percentage-of-savings metrics, are not being provided as part of this RFP. Proposers should describe their UR performance metrics, reporting capabilities, and cost structure in their response.

28. QUESTION: Below are the questions & requests we have developed after reviewing the RFP for the County of Marin:

- If available, please provide a copy of the current contract.
- Please provide a complete loss run of all open & closed claims for the last 5 years. If this is unavailable, please provide the number of new claims for each year, broken out by lost time and medical only, along with the total \$\$ incurred for each calendar year.
- Please provide 3–5 years of medical bill data by year:
 - Number of bills
 - Total \$ amount billed
 - Total \$ amount saved
- Do you have any physical files?
- What are the key priorities or enhancements you'd like to see in your new TPA relationship?
- Please provide a copy of any monthly reporting you are currently receiving.
- Does the program require a dedicated claims adjuster?
- Regarding Exhibit B – Does the PRISM requirement for 3-point contact apply to ALL claims or Indemnity claims only?

Answer: Processed a total of 24,275 bills for the last 5 years. That is an average of 4,855 a year.

****The requested Excel reports have been provided as two separate attachments.***



OFFICE OF THE
COUNTY ADMINISTRATOR

June 21, 2022



Matthew H. Hymel
COUNTY ADMINISTRATOR

Marin County Board of Supervisors
3501 Civic Center Drive
San Rafael, CA 94903

Daniel Eilerman
ASSISTANT COUNTY
ADMINISTRATOR

SUBJECT: Contract with Athens Administrators for Third Party Workers' Compensation Administration

Angela Nicholson
ASSISTANT COUNTY
ADMINISTRATOR

Dear Board Members:

Marin County Civic Center
3501 Civic Center Drive
Suite 325
San Rafael, CA 94903
415 473 6358 T
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www.marincounty.org/cao

RECOMMENDATION: Authorize the Board President to award and execute a contract between the County of Marin and Athens Administrators in the amount of \$1,137,199 for third-party administration (TPA) of self-insured workers' compensation claims for a three-year term from FY 22-23 through FY 25-26.

DISCUSSION: After an RFP process completed in 2019, Athens Administrators Ranked unanimously as the top TPA choice by committee members and a three-year contract, with the option to extend for another three years, was awarded. We are pleased with the level of service, experience, and cost savings working with Athens and respectfully request that the Board approve a contract renewal. The total cost increase for this three-year contract is approximately \$110,000, amounting to a 3.62% increase per year. We present Athens' three-year contract renewal for review and respectfully request the Board to award and approve this contract to commence effective July 1, 2022.

FISCAL IMPACT: Funding for the contract is included in the Workers' Compensation budget.

Respectfully submitted,

Karen Shelar
Risk Manager

CA2C

CAO Contract Log # _____

**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1**

THIS CONTRACT is made and entered into this 1st day of July, 2022, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and ATHENS ADMINISTRATORS, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: administration of Workers' Compensation Program; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$1,137,199** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on July 1, 2022, and shall terminate on July 1, 2025. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

CAZC
6/21/22

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. **ANTI DISCRIMINATION AND ANTI HARASSMENT:**

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. **SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. **ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. **LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. **RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. **AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

17. **ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. **JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. **COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. **Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
2. **Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
3. **For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Karen Shelar
Risk Manager

Dept./Location: 3501 Civic Center Drive, #421

Telephone No.: 415-473-6445

Notices shall be given to Contractor at the following address:

Contractor: ATHENS ADMINISTRATORS

2552 Stanwell Dr.

Address: Concord, CA 94520

Telephone No.: 866-482-3535

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

EXHIBIT A.	<input type="checkbox"/> Scope of Services		JS
EXHIBIT B.	<input type="checkbox"/> Fees and Payment		JS
EXHIBIT C.	<input type="checkbox"/> Insurance Reduction/Waiver		JS
EXHIBIT D.	<input type="checkbox"/> Contractor's Debarment Certification		JS
EXHIBIT E.	<input type="checkbox"/> Subcontractor's Debarment Certification		JS

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR
By: James Jenkins
Name: James Jenkins
Title: President

APPROVED BY COUNTY OF MARIN
By: Katie Rice
Katie Rice
President, Board of Supervisors

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: _____ **Date:** _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

The following services and performance standards are hereby incorporated into the Contract between the County and the Contractor. This is intended to provide specificity and clarity to the Contract.

A.1 SERVICES TO BE PERFORMED BY CONTRACTOR

I. Claims Administration

Contractor agrees to perform the services of administration of the County's Workers' Compensation claims and, always, control the disposition of such claims (including those in litigation) as mandated by the California Labor Code and other laws applicable to Workers' Compensation. The Contractor will perform the following services under this agreement:

1. Review all claims, Applications for Adjudication of Claim or loss reports made by County regarding injury, illness, disease or death incurred, or alleged to have been incurred, by the employee in the course and scope of employment during the term of this Agreement.
2. Investigate all claims to determine compensability and administer, settle or deny all claims according to applicable insurance laws and procedures set forth by the County in Section II herein.
3. Upon approval by County, engage the services of persons outside the Contractor's organization for work connected to legal defense, investigations, medical evaluations or other areas of expertise and to incur other "Allocated Loss Adjustment Expense" (as defined in Section IV, item 3) as reasonably required by the circumstances presented by each claim.
4. Establish and adequately reserve a file for each claim for which there is injury and/or anticipated liability. Contractor will code such claim in accordance with the County's statistical data requirements as may be mutually agreed upon, such agreement not to be unreasonably withheld by either party to this agreement.
5. Make timely payments, from funds set aside by County, of valid claims for medical, indemnity (temporary or permanent disability), death benefits and "Allocated Loss Adjustment Expenses" (as defined in Section IV, item 3 of this Contract); but only if, in reasonable judgment of Contractor, such payment would be in the best interest of County within limits set forth in Section II; if County has specifically directed such payment or; if such payment is pursuant to final judicial judgment.

Payments by Contractor will be out of funds provided by the County pursuant to A.1, III hereof, subject to the limitations and requirements of this agreement. If an authorized representative of the County directs in writing that any payment not be made, and after receipt of such notice Contractor nevertheless makes such payment, the County will be under no obligation to repay Contractor such payment.

6. Maintain an accurate and complete file on each reported claim, which will be available during normal business hours for inspection by the County, its representatives, or by appropriate regulatory authorities. The County will have the right to copy any and all claim files or any document related to any claim. Contractor will maintain and store closed claim files for no less than one year after the expiration of the statute of limitations applicable to each claim or as otherwise directed by the County or the state. State laws may restrict the provisions of this subsection, in which case the applicable law will govern.
7. Provide all forms necessary for efficient claims administration and prepare, and timely file, all legally required forms and reports with the appropriate state and/or federal agencies, including, but not limited to, filings required by Section 6041 of the Internal Revenue Code.
8. Perform all necessary administrative and clerical work required to setup and process a claim or check.
9. Maintain a file for each reported claim or loss.
10. Ensure that all required benefit and informational notices are sent to an injured employee in a timely manner.

11. Medical only claims shall be closed within 180 days or converted to indemnity claim and transferred to Claims Examiner for appropriate follow-up
12. Perform all necessary administrative and clerical work in connection with Qualified Claims. This includes, but is not limited to, the preparation of checks and/or drafts drawn on the loss fund established herein.
13. Respond immediately to any inquiry, complaint or request received from an Insurance Department, other Regulatory Agency, client, claimant, agent, broker, or other interested party relating to a claim serviced under this Agreement; a copy of both the original inquiry and ATHENS' response shall be provided in a timely manner to the County.
14. Report all cases involving suspected fraud to the appropriate state mandated agency. Settlement authority is not permitted on cases of suspected fraud unless ATHENS receives written authority from the County. When operating in states that require fraud to be reported to the state insurance department, ATHENS must maintain an internal special investigative unit or contract with an entity to provide such services.
16. Develop a system for handling fraud cases in collaboration with the County District Attorney's office, Special Investigations Unit, and the County Administrator's Office. Report all cases involving fraud to the appropriate state mandated agency. Settlement authority is not permitted on cases of suspected fraud unless Contractor receives written authority from the County. Contractor must maintain an internal special investigative unit or contract with an entity to provide such services.
17. Contact County immediately for any case wherein fraud is suspected to discuss appropriate action. Obtain authorization for any sub-rosa actions deemed necessary to compile information for a suspected fraudulent claim.
18. Notify excess carrier of all reported claim or losses in compliance with reporting requirements set by carrier and provide such carriers with necessary information as required by contract and allow access to claim files for onsite audits as requested.
19. Contact County prior to selection of defense counsel necessary to handle a litigated claim. Assist County in selection of defense counsel. Contractor must receive authorization by County before engaging defense counsel.
20. Assist authorized defense counsel in preparation of litigated claims, in negotiations of settlement, preparation of subrogation or contribution actions and in coordination of defense of multi-forum claims.
21. Assist County in evaluation of defense counsel for adequacy, cost and effectiveness on a semi-annual basis. Replace counsel as requested by County.
22. Monitor treatment programs recommended for employees by a medical provider by reviewing all initial reports and maintaining contact with treating physicians or specialists as appropriate to affect optimum outcomes
23. Arrange medical evaluations when deemed necessary, reasonable, or as requested by the County or in compliance with the Labor Code.
24. Assist County in interpreting medical reports to consider all options to return injured employee to work – either in modified, light, or alternate duty or to full duty.
25. Promptly pay all medical and other bills submitted on claims within 30 days unless there is a supportable dispute, in which case the County must be notified of the dispute.
26. Reduce medical bills by carrying out the procedures set forth in Section A.1, XI of this contract.
27. Assist County in completion of pre-vocational modified or alternative job search and full vocational rehabilitation services in appropriate cases.
28. Communicate regularly and respectfully with injured employees in the workers' compensation process.
29. Notify injured employee that any change of medical status affecting return to work must be reported to the Contractor representative assigned to the claim.
30. Attend WCAB hearings, Rehab Unit conferences or informal meetings as appropriate.

31. Participate in claims reviews with County representatives as needed or requested.
32. Provide narrative or analytical reports of major cases in conjunction with quarterly claims reviews for all claims identified by the County and with incurred losses of \$30,000 or more.
33. Maintain a current estimate of the cost of all anticipated losses (reserves).
34. Furnish computer generated data for management of WC program as described in this agreement, including the following and others as identified by the County:
 - Electronic reporting of claims to State of California pursuant to state requirement
 - Annual Report to State of California, Dept of Industrial Relations, SIP
 - OSHA 300 logs generated by location quarterly
 - Loss runs and other reports as identified in Section A.1, V of this agreement.
 - Frequency/Severity analysis and other loss assessment reports as requested
35. Conduct training on Contractor database system for purposes of general use and production of standard/customized loss assessment reports.
36. Adhere to County performance standards as described in A.2 of this agreement.

II. Claim Payment/Settlement Authority

The Contractor will adhere to claim payment and/or settlement authority procedures as set forth by the County herein. These will include the following.

1. Unless otherwise advised by the County, or in cases of suspected fraud, Contractor will have authority and control in all matters pertaining to the handling of claims under this agreement. Unless otherwise advised by the County, Contractor will continue to handle a claim, but will not settle claim without first obtaining the approval of the County in writing.
2. The County will retain ultimate settlement authority for all claims serviced under this agreement. Notwithstanding the authority delegated to Contractor under this agreement, the County will have the option of taking over the handling and settlement of any or all claims upon written notice to the Contractor.
3. Settlement authority requests will conform to the format designated by the County and will be directed to the Workers' Compensation Liaison, Risk Management Division, County Administrator's Office. This authority will be submitted to the County at least ten (10) business days prior to the commencement of negotiations, Mandatory Settlement Conference, hearing or trial, or within the same period of time after a demand is made by the claimant's attorney.
4. Unless otherwise advised by County or in cases of suspected fraud, Contractor shall have authority and control in all matters, pertaining to the handling of claims under this Agreement, except:
 - [a] County must approve all settlements of a single claim.
 - [b] County must approve any single allocated expense payment over \$5,000.
 - [c] Excess Carrier must approve any settlement of a single claim, which involves an aggregate expenditure (of benefits costs and Allocated Loss Expenses) in excess of County's self-insured retention level.

III. Draft Authority and Issuance

The Contractor and the County will undertake the following in regard to draft issuance and authority under this Contract:

1. The Contractor will have the authority to draw upon a trust account (the "Loss Payment Account"), which will be established for the payment of the County's Workers' Compensation claims. Such authority may be revoked by the County at any time upon written notice. The Loss Payment Account will be replenished monthly by the County to an amount equal to two and one-half (2 ½) months estimated paid losses based on the average of the last three months paid losses. This averaging will be based upon the receipt of the required monthly accountings as

designated in Section A.1, V of this agreement. The County may review the adequacy of the account at any time and increase or decrease the amount as deemed necessary. Contractor will be required, upon request by the County, to remit promptly any funds in the account in excess of the required amount, as determined by the County.

2. All checks will be accounted for by the Contractor as on hand, issued, voided, or canceled. Contractor will provide a monthly account to the County within fifteen (15) days after the end of the month for which the account is given. Contractor will have the responsibility for balancing the Loss Payment Account. A duplicate copy of all bank statements will be sent to the County by Contractor. Copies of checks will be made available to County by Contractor upon the request of County.

IV. Compensation and Reimbursement

The Contractor and the County will undertake the following in regard to compensation and reimbursements under this Contract:

1. The County agrees to pay the Contractor a fee as set forth in **Exhibit "B"** of this Contract, which is attached and made a part hereof.
2. Contractor will be responsible for all expenses (other than actual claim payments) incurred in investigating and adjusting claims, except that the County will reimburse the Contractor for Allocated Loss Adjustment Expenses reported to County in its monthly reports required by Section A.1, V of this Contract.
3. "Allocated Loss Adjustment Expenses" are defined as, and include all out-of-pocket expense items, which will include the following:
 - Fees for attorneys retained on behalf of the County
 - Expert witness fees
 - Fees for independent medical examinations
 - Witnesses' travel expenses
 - Extraordinary travel expenses incurred by the Contractor at the request of the County
 - Court reporters' fees
 - Transcript fees and the cost of obtaining public records and other similar fees
 - Costs or expenses associated with an investigation, negotiation, settlement or defense of any subrogation claim or as required for investigation and pursuit of subrogation on behalf of the County.

Allocated Loss Adjustment Expense will NOT include any part of the salaries of employees of the Contractor, its overhead, ordinary travel expenses, or other normal and ordinary costs incurred in connection with the services provided by the Contractor under this Contract, or the Contractor's business.

V. Reporting Requirements

The Contractor will provide reports to the County in the timeline and manner set forth below or as specifically requested:

1. Contractor will provide monthly loss run reports to the County – on paper, or in electronic format acceptable to the County – detailing the following data (by requested report period): employee name, accident date, claim number, location; total amounts paid, outstanding reserves and total incurred costs, broken down by benefit type (medical, indemnity – wage continuation, TTD, TPD, PD, plus allocated loss adjustment expenses and other such information requested by the County. Data will be organized as an aggregate accounting and separated by County Department.

Monthly loss runs will include:

- Complete list of open claims, broken down by claim type (Indemnity, Medical Only, Future Medical) and identified by Examiner.
 - List of claims opened and closed each month.
 - List of claims where indemnity is being paid, including number of weeks indemnity has been paid to date.
 - List of claims where the injured employee is on temporary modified/alternate work.
2. Contractor will provide quarterly reports to the County imparting the following information: injury type, nature of injury, body part affected, agent of injury, and any other such information requested by the County. Data will be organized as an aggregate accounting and separated by County Department.

Quarterly loss runs will include:

- List of claims settled (including settlement type and amount).
- List of claims referred to excess carrier.
- List of claims where subrogation recoveries have been received (including amount).
- List of claims where penalties have been paid (including amount, type and responsible party).
- List of Medical Only claims open over 120 days.

3. Contractor will provide to the County monthly documentation identifying all loss payments and allocated loss expenses. Contractor agrees to provide the County with copies of all loss expense checks and allocated expense checks, refunds, recoveries and voided checks upon the County's request.
4. Monthly loss reports will be due within ten (10) days after the end of the month for which they relate.
5. For claims with reserves in excess of \$500,000 claims involving serious injuries as defined by the Excess Carrier, claims involving issues of coverage or bad faith, ATHENS will provide the County and Excess Carrier with Notice and a Narrative Report in a form to be mutually agreed upon. Additional Narrative Reports will be submitted whenever there is a substantive change in the claim file information or evaluation. Unless otherwise advised by the County, ATHENS shall continue to handle the claim but shall not settle the claim without first obtaining the approval of the County.

VI. Confidentiality

Contractor shall hold in strict confidence all medical records, employment records, claim forms and other data pertaining to the County and its employees. This will be done in compliance with the right of privacy as set forth in the Public Records Act and the California Article 1, Section 1 and any other applicable statutes or constitutional provisions pertaining to the release of records or information. The Contractor will not release such information to any outside party or agency without the express written consent of the County or the injured employee except in compliance with the release of records as ordered by a court or governmental agency entitled thereto by law.

VII. Penalty Provisions

1. Contractor agrees to reimburse the County for any and all penalties resulting or set forth by the following:
 - LC Section 5814 [Unreasonable Delay of Compensation]
 - LC Section 4650 (d) [Non-Timely Payment of Indemnity Payment]
 - LC Section 4603.2 (b) [Late Payment for Medical Treatment]
 - LC Section 4622 (a-b) [Late Payment of Medical or Legal Bills]
 - LC Section 129.5 (a)(2) [Failure to Make undisputed Payments]
 - LC Section 129.5(a)(3) but only as it relates to compliance with CA Code of Regulations (CCR), Title 8, Division 1, Chapter 4.5, Subchapter 1.5, Articles 2,3,4 and 5
 - ❖ Section 10101 and 10101.1 [Claim Files – Contents]
 - ❖ Section 10103 and 10103.1 [Claim Log Maintenance]
 - ❖ Section 10108 [Audit Violations]
 - ❖ Section 10109 [Good Faith]
 - ❖ Section 10111 [except (b)(10) and (c)(1)] [Penalties for Injuries from January 1, 1990 but before January 1, 1994]
 - ❖ Section 10112 [Liability for Penalty Assessment]
 - LC Section 129.5 (d) and the CA Code of Regulations (CCR), Title 8, Division 1, Chapter 4.5, Subchapter 1.5, Articles 4 but only as it relates solely to civil wrong doings of the Contractor specifically.
2. Contractor will NOT be liable for penalties if one of the following occurs:
 - Contractor acted upon request of County
 - Contractor acted upon the advice of legal counsel representing the County
 - Prior to receipt of Employee's Claim Form (DWC-1) from County or from injured worker, Contractor does not include LC 4650 arising from an indemnity payment
 - County neglected to provide information, in a timely manner, to the Contractor with respect to wages or periods of disability or information with respect to availability of modified or alternative work

- Contractor provided 48 hours (two business days) notice of a potential penalty situation to the County, and the County subsequently failed to authorize Contractor to make the necessary payment immediately
 - ❖ NOTE: If there happens to be a potential penalty situation according to the Contractor, the County has made exceptions to issue payment immediately. The County Administrator's Office herein authorizes Contractor to make a payment immediately and then to notify the Auditor's Office. The Auditor's Office will prepare a P1 form and the appropriate County staff member will approve it that day to cover the immediate payment.

VIII. Penalty Payments

Penalty payments will be handled as follows:

1. The claims manager will review all fines and penalty worksheets.
2. Penalty payments will be coded as such. The computer system will document the nature of the penalty and the responsible party.
3. Contractor will forward all penalty worksheets to the Workers' Compensation Administrator, Risk Management, Division, County Administrator's Office as soon as possible, taking into account statutory payment requirements.
4. Each Quarter Contractor will reimburse County, as obliged under this section, for any penalties determined to be the responsibility of Contractor.
5. If Contractor or County identifies a pattern of repeated penalties, which could have been prevented by due diligence, then Contractor will take appropriate action to remedy the situation.
6. When penalty is determined to be the fault of contractor, cost associated with litigation, negotiations and resolution by defense counsel shall also be paid to County by contractor.

IX. Employee Relations

The Contractor will:

1. Provide information to injured employees regarding Workers' Compensation benefits.
2. Communicate regularly and respectfully with injured employees.
3. Consult with employee groups, on request, regarding specific aspects of the County's Workers' Compensation program.
4. Assist the County to ensure that an employee's return to work or modified/alternate duty assignment (temporary or permanent) is appropriate.

X. Program Development

The Contractor will:

1. Provide information about changes or proposed changes in legislation, rules and regulations, affecting the County.
2. Review with County periodically (or at Quarterly claim reviews) the development of its Workers' Compensation program in order to identify trends and to assist County to correct any problems.
3. At the County's request, assist in the development, initiation and maintenance of loss control activities and programs.
4. At the County's request, assist in the development, initiation and maintenance of a formal Return-To-Work program for County Departments.
5. Develop systems for handling fraud cases in collaboration with the County District Attorney's office and the Special Investigation Unit

XI. Medical Cost Containment

Contractor will work with the Athens Bill Review Vendor and will undertake the following, regarding medical cost containment:

1. Contractor, in partnership with their Bill Review Vendor, will review all submitted medical bills in order to ensure that they are in line with the lowest possible applicable fee schedule pursuant to the Official Medical Fee Schedule (OMFS) adopted by the Administrative Director, head of the Division of Workers' Compensation; or pursuant to contracts with a Preferred Provider Organization (PPO).
2. Contractor and Vendor will jointly assure that the PPO in use is comparable to other PPO's.
3. Field nurses shall not be used for telephonic utilization reviews.
4. Utilization review of Kaiser is waived unless request is out of the ordinary, surgery or expressly excluded elsewhere under this agreement or subject to approval by County prior to authorization.

XII. Bill Review Process

1. Reviewable bills

All Medical Fee Schedule bills will be referred to the Athens Bill Review Vendor for review in accordance with regulatory and contractual requirements. The OMFS or PPO will be applied to all medical provider bills. Medical provider bills will be paid within thirty (30) days of receipt of the bill and related report (if applicable). If the bill is not paid, or if it is paid only partially, the provider will be advised of the reason within 30 days, as required by law.

2. Non-reviewable costs/bills

Non-medical billings—i.e. those not subject to utilization review—expense costs, out of pocket reimbursement to the injured employee and vocational rehabilitation costs will be reviewed and paid within 30 days of receipt with appropriate documentation. Outstanding balances will be paid ONLY if they were not previously paid and they are supported by itemized bills and appropriate documentation.

XIII. Insurance Provisions

1. Contractor agrees to defend and hold harmless the County, their officers, agents and employees, from and against any and all liability, loss, damage or expense, including extra contractual and punitive damages and attorney's fees, incurred in connection with claims or demands for damages of any nature whatsoever, except to the extent such claims or demands arise from or are caused by the sole negligence of the County.
2. County agrees to defend and hold harmless Contractor, their officers, agents and employees, from and against any and all liability, loss, damage or expense, including extra contractual and punitive damages and attorney's fees, incurred in connection with claims or demands for damages of any nature whatsoever, except to the extent such claims or demands arise from or are caused by the sole negligence of Contractor.
3. Contractor will provide all insurance coverages and proof of coverages to the County as delineated in this Contract.

XIV. Status of Parties

The parties hereto agree that Contractor, its affiliated corporations, and the agents and employees of Contractor and its affiliated corporations, in the performance of this Contract, shall act in an independent capacity as independent contractor and not as officers or employees of the County, or any other affiliate of the County.

XV. Audit Rights

1. In order to assure itself of Contractor's compliance with the terms of this Contract, the County, upon reasonable notice to Contractor, will have the right to conduct audits of the books and records of Contractor pertaining to the claims of the County either with its own employees or independent outside auditors.

2. Upon reasonable notice, Contractor will permit authorized employees and representatives of the County to review the operations of Contractor, both at its places of business and in the field, in order to evaluate the quality and accuracy of Contractor's employees and operations.
3. If the Department of Workers' Compensation (DWC) performs an audit and imposes penalties as a result of findings during the audit, the penalties assessed will be paid according to the policies and procedures found in **the WCAB Audit Unit Penalty Assessment Guidelines**.

XVI. Representations and Warranties

1. The County warrants and represents that the transactions contemplated hereby are within the governmental powers of the County.
2. Contractor warrants and represents that the transactions and activities contemplated herein are (i) within the corporate powers of Contractor, (ii) have been duly authorized by all necessary corporation action of Contractor; (iii) constitute the legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms; and (iv) do not and will not conflict with, result in a breach in any of the provisions of, or constitute a default under the provisions of any law, regulation, licensing requirement, charter provision, by-law or other instrument applicable to Contractor or its employees or to which Contractor is a party or may be bound.

XVII. Dispute Resolution

In the event of any controversy or dispute arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. To invoke the dispute resolution process set forth in this Section, the invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Within ten (10) days, a face-to-face meeting by Contractor and the County will take place to attempt to resolve the issues. If the designated representatives cannot resolve the dispute, the parties shall meet within 30 days and describe the dispute and their respective proposals for resolution to a mediator who shall act in good faith to resolve any dispute. All dispute resolution must take place in either Contra Costa County or Marin County, California unless otherwise agreed to by the parties.

A.2 PERFORMANCE STANDARDS

I. Correspondence/Telephone

Contractor will date stamp all correspondence upon receipt. All correspondence requiring written response shall be answered within five (5) working days. All telephone calls requiring return calls will be answered within one working day.

II. New Claims

The Contractor will undertake the following in handling new claims:

1. Mail is handled pursuant to the new paperless system
2. "New Claims" are set up (and entered in the computer system) within one business day from receipt via Email, Mail, On-Line or Tele-Reporting. New claims may be established based on receipt of a Doctor's First Report (Form 5021) alone.
3. New claims are indexed, entered in the computer system as pending claims and then assigned claim numbers.
4. Pending claims are delivered to the Claims Supervisor for an initial assessment of severity, compensability and subrogation issues.
5. Supervisor assigns claim to Examiner with due dates. Supervisor provides written instruction to the Examiner for completion of initial contact and investigation (three-point contact).
6. The reserve analysis with an action plan is returned to the Supervisor for approval within 24 hours.

7. County will be contacted to substantiate a claim.
8. The medical facility will be contacted within 24 hours of receipt of the new claim and prior to making any claim payment.
9. Claim Diary will be set at 10, 45, 90 and every 60 days thereafter. If Total Temporary Disability (TTD) is involved, then the file is reviewed every 30 days. If compensability has not been determined the file will be reviewed every 14 days until a claim decision is made. A claim must be reviewed at least once every 3 months, unless Contractor provides good cause to County.
10. All new claims will be recorded as (M) Medical Only, (I) Indemnity, (Dy) Delayed or (D) Denied. A Medical Only claim may be recorded and set up as an indemnity claim at the request of the County for special handling and/or monitoring.
11. All Indemnity claims, plus those claims that have been identified by the County as requiring special investigation, will be indexed.
12. Medical only claims shall automatically convert to Indemnity if any of the following occurs: open over 180 days, paid in excess of \$1500, results of MRI or CT is positive or modified duty exceeds 45 days.
13. When an Indemnity claim is not litigated, Contractor will contact the injured employee within 24 hours from receipt of new loss information. If the injured employee is not available, then the online claim notes will reflect that employee contact was attempted. Contact shall continue as needed during the initial stages of claim management and benefit provision.
14. Contractor will mail the *Employee's Claim for Workers' Compensation Benefits* (Form DWC-1) to the injured employee's home address when a DWC-1 does not accompany the *Employer's Report of Occupational Injury or Illness* (Form 5020) submitted by the County (see Penalty section, Section A.1, VII, of this Contract).
15. When an injured employee has been off work for over ten days, Contractor will solicit from the treating physician medical information, which clearly describes any physical restrictions or limitations in order to assist the County to determine if temporary modified or alternate work is available.
16. Medical reports will be obtained from the treating physician timely, but not less than 30 days if the injured employee is losing time from work or is on modified duty.

III. Supervisory Management

As part of claims handling the Claims Supervisor will:

1. Review all new claims (instructions to Examiner are to be documented).
2. Review and approve any delay of benefits.
3. Review and approve any denial of benefits (which also requires a Manager approval).
4. Review all legal mail.
5. Review and place on calendar all hearings, conferences, and trials.
6. Review and approve all settlement payments.
7. Review and Approve all reserve recommendations in excess of examiner authority.
8. Review and approve all closures (comments and instructions are to be documented).

IV. Determination of Compensability

1. Contractor will determine the Compensability of a claim, documenting rationale, within fourteen (14) days from County's knowledge of injury.

2. If compensability cannot be determined within 14 days, Contractor will delay a decision for no more than 90 days from County's knowledge of injury and notify the injured employee via appropriate DWC Benefit Notice.
3. If a claim is accepted, Contractor will send any initial payment of indemnity benefits, with appropriate Benefit Notice, within 14 days from employer's knowledge of the first day of disability (see penalty provisions in section A.1, VII in this Contract).
4. If a claim is denied, Contractor will document rationale and notify the injured employee via appropriate DWC benefit notice, which lists remedies should the employee disagree with the denial.

V. Benefit Payments

Contractor will undertake the following in processing and making benefit payments:

1. In order to continue TTD benefits, Contractor will obtain, every two weeks, medical verification of ongoing disability.
2. Upon receipt of a medical report indicating that an injured employee is permanent and stationary, a review of the claim, an updated plan of action and reserve change will be completed within 10 days. Issuance of Permanent Disability advances will commence within 10 days. Failure to initiate payments timely will be subject to penalty assessments per Section A.1, VII of this Contract.
3. Payments on uncontested Awards, Commutations, Compromise and Releases or Settlements, etc. will be made within ten days following receipt of the Order from the WCAB or the Rehabilitation Unit, absent good cause.
4. Open indemnity claims with indemnity payments shall be balanced semi-annually and at the time that settlement authority is requested. Such balancing will recapitulate overpayments or adjustments of benefits paid and the appropriate resolution.
5. The Contractor will provide a copy of all checks, vouchers or warrants to the County.
6. Benefit checks will be processed in accordance with the mandate from the County Department of Finance. Contractor will print benefit checks every weekday. Check requests will be entered every weekday.
7. Each workday, Contractor will provide the County Department of Finance with a Prepayment Summary Report describing all the payments in queue for their review and approval. Assuming there are no discrepancies, the checks will be printed and mailed on the same day.
8. Contractor will provide a Check Register Report to the Department of Finance for cross-reference to the Prepayment Summary Report and confirmation of the payments being made.

VI. Plan of Action

Each open indemnity claim will include a plan for case activity and resolution every 60 to 90 days for the life of the claim. The plan will be made a part of the online claim notes and will include obstacles to case closure.

VII. Reserves

The claims examiner will establish adequate reserves at claim set up then review reserves for adequacy no more than ninety (90) days after claim set up and at 180-day intervals thereafter--unless claim activity warrants unscheduled reserve adjustment. Reserves will reflect the anticipated cost over the life of the claim. Supervisors will oversee reserve adjustments.

VIII. Agreed & Qualified Medical Evaluations/Consultations

1. Use of Agreed Medical Examiners (AMEs) or Qualified Medical Examiners (QMEs) for disputes arising from the length of Temporary Disability and the extent of Permanent Disability, and all medical consultants utilized by referral from treating physician, will comply with the Labor Code.

2. Letters confirming such appointments will be accompanied by all medical records, relevant information concerning the case, job descriptions and a detailed description of opinions being sought.

IX. Outside Investigation Services

Outside investigation services, including sub-rosa, will be used only where necessary and will be pre-authorized by County.

X. Litigation Management

Contractor will do the following in regard to Litigation Management:

1. Ensure that Claim Examiners handle routine litigation matters and attend hearings unless there are complex legal issues.
2. Develop an aggressive litigation management and control program.
3. Obtain authorization from the County prior to making a legal referral to defense counsel.
4. Ensure that Claims Supervisors manage the Litigation Calendar.
5. Copy County with ALL legal mail, especially Applications for Adjudication and settlement documents.
6. Ensure that Claims Examiners oversee the legal handling of a claim by outside defense counsel.

XI. Excess Reinsurance Reporting

1. Reinsurance reporting shall be at 50% of \$1,000,000 Self-Insurance Retention (SIR) or as otherwise requested by the County's Excess Carrier. In cases where paid costs have exceeded the retention level, Contractor will seek reimbursement at 6-month intervals unless otherwise requested by the Excess Carrier or the County.
2. After the Initial Report, a Supplemental Report will be sent to the Excess Carrier every three (3) months or when any significant claim activity occurs, such as a settlement.
3. A Supplemental Report will also be made according to any contractual standards set by the Excess Carrier.
4. Copies of Initial and Supplemental excess reports will be sent to the Workers' Compensation Liaison, Risk Management Division, County Administrator's Office.

XIII. Subrogation

Contractor will identify and pursue **all** claims with subrogation potential. Authority to waive or reduce the County's subrogation recovery must be established with the County.

XIV. Multi-Forum Claims/Claims Reviews

1. Contractor will identify, to the best of Contractor's ability and in partnership with the County, all claims involving Labor Code 132(a) [discrimination], Labor Code 4553 [Serious & Willful misconduct of the employer] or multi-forum issues (ADA, FEHA, FMLA, EEOC, etc.).
2. In the event a claim involves more than one attorney or law firm representing the County, the Contractor will assist the County in the global defense of such claims in order to reduce costs and improve outcomes.
3. Contractor will provide, at the direction of the County, Quarterly claim reviews of all claims incurred in excess of \$100,000, all multi-forum claims, or any other claims identified by the County.

XV. Settlement Authority

Settlement authority requests will conform to the format selected by the County and will be directed to the Workers' Compensation Administrator, Risk Management Division, County Administrator's Office, at least 10 business days prior to

commencement of negotiations, Mandatory Settlement Conference (MSC), hearing or trial, or at the time demand is made by applicant's attorney.

Exhibit B

THE COUNTY OF MARIN

Renewal Pricing Proposal - Claim Administration Services

Prepared by: Athens Administrators

Expiring Flat Annual Fee	\$352,425
FLAT ANNUAL FEE	FLAT ANNUAL FEE
Program Year 1 7/1/2022 6/30/2023	\$365,200
(%) Change from Current	3.62%
Program Year 2 7/1/2023 6/30/2024	\$378,895
Program Year 3 7/1/2024 6/30/2025	\$393,104
Total Three Year Cost - Claims Administration Fees	\$1,137,199

POSITION	STAFFING
Supervisor	1 Designated
Senior Claim Examiner	1 Fully Dedicated
Future Medical Claim Examiner	1 Designated
Assistant Claim Examiner	1 Fully Dedicated

PRICING NOTES

1) Pricing contemplates Athens providing both claim administration and managed care services.

2) Pricing contemplates annual new claim volume of:

Indemnity	114
Medical Only	110
Info. Only/Report Only	25

3) Pricing contemplates the takeover of the following open historical claims.

Indemnity	138
Future Medical	113
Medical Only	26

4) New Annual Claim Volume: In the flat annual fee pricing scenario the above referenced claim volumes were contemplated. In the event that new annual claim volume exceeds the stated assumptions than each claim beyond the stated number will be charged at the per claim fees noted within the terms of this proposal.

ADDITIONAL SERVICES

Annual Administration Fee - Includes the noted services below:	\$5,000
Banking - includes mgmt. of (1) bank account, addtl. accounts at \$600 per month	Included
Data Management	Included
Account Management	Included
Claim Reporting (web, fax, telephonic)	Included
Dash Board Risk Management Web Site	Included
On-Line System Access (3 Users)	Included
Annual Stewardship Report	Included
Electronic Delivery of Monthly Loss Runs	Included
Custom Report Creation - Full Access to Athens Pre-Built Report Library is Included	\$125 Per Hour

THE COUNTY OF MARIN

Renewal Pricing Proposal - Managed Care Services

MEDICAL BILL REVIEW	Pricing
Medical Fee Schedule Reduction (OMFS) <i>(Includes: Medical, Pharmacy and Supplies)</i>	\$8.50 Per Bill
Inmate Bill Review	\$6.00 Per Bill
Hospital In and Out Patient Fee Schedule Reductions	\$700.00 Per Bill
PPO Network & Specialty Bill Negotiations (\$10,000 cap per bill)	23% of Savings
Duplicate Bills	No Charge

UTILIZATION REVIEW, CASE MANAGEMENT AND PHYSICIAN REVIEW	
<i>Utilization Review</i>	
Concurrent, Prospective and Retrospective Review	\$145 Flat Fee
UR appeals: Peer to Peer	\$300 Per Hour
Authorization Only	\$30 Flat Rate

<i>Case Management</i>	
Telephonic Nurse Case Management ¹	\$124 Per Hour
Field Case Management ¹	\$130 Per Hour + Travel and Mileage
Catastrophic Case Management ¹	\$145 Per Hour + Travel and Mileage
¹ Case Management Fees are subject to 3.50% annual increases on the anniversary date of the agreement.	

<i>Peer Review</i>	
Physician Peer Review	\$300 Flat Fee
Records Review	\$250 Per Hour

ADDITIONAL RELATED SERVICES	
Pharmacy Benefits Management (PBM)	Included
Pharmacy Drug Review	\$125 Per Hour
Central Index Bureau & First and Subsequent Report of Incident Reporting	\$21 Per
Claim Reporting	Included
Predictive Modeling	Included

Subrogation Recovery - no litigation and subrogation recovered by Athens Administrators	10% of Gross Recovery
MPN (Blue Cross)	\$4.50 Per Bill
CMS Reporting (Verisk)	Included
New Loss Text Messaging to Injured Workers	Included
Nurse Triage (optional service)	\$150 Per Claim

THE COUNTY OF MARIN

Terms of Agreement

Life of Contract

- 1) Athens Administrators will invoice company for all basic fees on a monthly basis and such invoice shall be paid by company upon receipt of invoice.
- 2) Claims will be handled for the life of the contract with no additional per claim fees. If you should decide to non-renew with Athens Administrators, the existing open files can be handled in one of two ways.
 - a) Athens Administrators could continue to handle open files at our prevailing rates per year per open file.
 - b) Athens Administrators would return the files to the client at the clients expense
- 3) **Claim Volume Protection Clause:** In the flat annual fee scenario if annual new claim inventory increases in any year beyond the noted annual inventory assumption in our pricing proposal then each claim beyond that number will be billed at the following per claim rate.:

Indemnity = \$1,000	Medical Only = \$165
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- 4) Account Administration includes the following:

a) Detailed status reports	d) Banking Administration
b) Settlement authority set at \$TBD	e) Scheduled meetings/claim reviews
- 5) Data Management includes the following:
 - a) Monthly claim reporting by e-mail or website
 - b) Carrier report package by e-mail or website
- 6) Claim Reporting

a) Telephonic 800#	c) Web Reporting
b) Via Fax	
- 7) Custom Report Creation: Access to Athens' complete report library is standard and included in fees. In the event client requires custom reports to be created there will be a charge of \$125 per hour to create custom report.

Definition of Allocated Expense: Shall include, but not be limited to:

Legal fees	Managed care expenses
Professional photographs	Medical examinations
Extraordinary cost for witness statements	Extraordinary travel made at client's request
Medical records	Court reports
Experts' rehabilitation costs	Accident reconstruction
Fees for service of process	Collection cost payable to third parties
Architects, Contractors and Engineers	Outside investigations
Police, fire, coroner, weather, or other such	Subrogation at 15% gross recovery
Property damage appraisals	Property damage appraisals
Sub rosa investigations	Index bureau filings
Official documents and transcripts	Chemist
Pre-and post-judgment interest paid	Claim intake fees



**FIRST ADDENDUM TO CONTRACT
BY AND BETWEEN THE
COUNTY OF MARIN AND ATHENS ADMINISTRATORS**

THIS ADDENDUM is made and entered into on the 1st day of June, 2025, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and Athens Administrator, (hereinafter referred to as ("Contractor")).

RECITALS

WHEREAS, the County and the Contractor entered into a contract for administration of Workers Compensation Program dated July 1, 2022 ("Contract"); and

WHEREAS, section 4 & 5 of the contract obligated Contractor to amount of cost to County of the maximum sum of \$1,137,199 and the time of contract shall be terminated on July 1, 2025.; and

WHEREAS, the parties desire to amend the contract to \$1,545,831 by adding \$408,632 and changing termination date to 7/1/2026;

NOW, THEREFORE, the parties agree to modify section 4, 5 and scope of work (Exhibit B) as set forth below.

CONTRACT

1. Except as otherwise provided herein, all terms and conditions of the contract shall remain in full force and effect.
2. Updated Certificate of Insurance(s) attached hereto.
3. Section 4, 5 and Exhibit B attached is/are hereby amended as follows: The contract amount of cost to the County shall not exceed \$1,545,831 and the termination date shall now be 7/1/2026.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum on the day first written above.

CONTRACTOR

COUNTY OF MARIN

By: James Jenkins (Jun 5, 2025 05:38 EDT)
Athens Administrators

Mary M. Laskell
President, Board of Supervisors

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel