

President Mr. Dave Warren City of Placerville

Treasurer Ms. Jen Lee City of Rio Vista **Vice President** Mr. Jose Jasso City of Rio Vista

Secretary Ms. Jennifer Styczynski City of Marysville

NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND EXECUTIVE COMMITTEE SPECIAL MEETING VIA ZOOM TELECONFERENCE AGENDA

DATE/TIME: Thursday, December 2, 2021 at 10:00 AM

LOCATION: Zoom Teleconference Call-in Number: (669) 900-6833 Meeting ID: 915 6627 2306 Passcode: 391066 A - Action I - Information

Attached
 Hand Out
 Separate Cover
 Verbal

This Meeting Agenda shall be posted at the address of the teleconference locations shown below with access for the public via phone/speaker phone.

- 1. City of Corning- 794 Third St. Corning, CA 96021
- 2. City of Elk Grove- 8401 Laguna Palms Way Elk Grove, CA 95758
- 3. City of Ione 1 East Main St. Ione, CA 95640
- 4. City of Jackson- 33 Broadway Jackson, CA 95642
- 5. City of Placerville- 3101 Centre Street, Placerville, CA 95667
- 6. City of Rio Vista 1 Main Street Rio Vista, CA 94571
- 7. City of Marysville 526 C Street Marysville, CA 95901
- 8. City of Yuba City 1201 Civic Center Boulevard Yuba City, CA 95993

MISSION STATEMENT

The Northern California Cities Self Insurance Fund, or NCCSIF, is an association of municipalities joined to protect member resources by stabilizing risk costs in a reliable, economical and beneficial manner while providing members with broad coverage and quality services in risk management and claims management.

A. CALL TO ORDER

B. ROLL CALL

pg. 4 C. AUTHORIZATION TO MEET VIA TELECONFERENCE

I 4

Authorization to Meet Via Teleconference Pursuant to Government Code Section 54953, Subdivision (e)(1)(C) and Discussion of Meeting Formats

D. PUBLIC COMMENTS

This time is reserved for members of the public to address the Executive Committee on matters pertaining to NCCSIF that are of interest to them.



President Mr. Dave Warren City of Placerville **Vice President** Mr. Jose Jasso City of Rio Vista

Treasurer Ms. Jen Lee City of Rio Vista **Secretary** Ms. Jennifer Styczynski City of Marysville

pg. 5	Е.	GENERAL RISK MANAGEMENT ISSUES This is an opportunity for a member to discuss a topic of interest or seek guidance and input from the group about a current issue, risk management topic or exposure the member is facing.			
	F.	ADMINISTRATION REPORTS			
		1. President's Report Dave Warren will address the Committee on items pertaining to NCCSIF.			
		2. CJPRMA Update <i>The Committee will receive an update on CJPRMA matters pertinent to</i> <i>NCCSIF. Minutes of the last meeting can be found at</i> <u>http://www.cjprma.org</u>			
		3. Program Administrator's Report Alliant will address the Committee on items pertaining to NCCSIF.			
pg. 6		4. Summary of Board of Directors and Long-Range Planning Meeting on October 27 th , 2021			
	G.	JPA BUSINESS			
		1. NCCSIF Service Provider Contract Renewal Review The Committee will review and may recommend service proposals as presented or revised for contracts expiring on June 30, 2022.	A	1	
pg. 7 pg. 14 pg. 28		 a. Sedgwick Safety & Risk Control Services b. Sedgwick Workers' Compensation Claims Administration c. James Marta and Company Financial Accounting & Consulting 			
pg. 38		2. Company Nurse Agreement An Agreement for nurse triage services is presented for approval or direction from the Committee.	A	1	
pg. 56 pg. 57 pg. 58	H.	INFORMATION ITEMS1. NCCSIF Organizational Chart2. NCCSIF 2021-22 Meeting Calendar	Ι	1	



President Mr. Dave Warren City of Placerville

Treasurer Ms. Jen Lee City of Rio Vista Vice President Mr. Jose Jasso City of Rio Vista

Secretary Ms. Jennifer Styczynski City of Marysville

I. ADJOURNMENT

UPCOMING MEETINGS

Risk Management Committee Meeting – December 16, 2021 Board of Directors Meeting- December 16, 2021 Police Risk Management Committee Meeting – February 3, 2021 Executive Committee Meeting - March 24, 2021 Claims Committee Meeting - March 24, 2021 Risk Management Committee Meeting - April 21, 2021 Board of Directors Meeting - April 21, 2021

Per Government Code 54954.2, persons requesting disability related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, are requested to contact Jenna Wirkner at Alliant Insurance Services at (916) 643-2741.

The Agenda packet will be posted on the NCCSIF website at <u>www.nccsif.org</u>. Documents and material relating to an open session agenda item that are provided to the NCCSIF Executive Committee less than 72 hours prior to a regular meeting will be available for public inspection and copying at 2180 Harvard Street, Suite 460, Sacramento, CA 95815.

Access to some buildings and offices may require routine provisions of identification to building security. However, NCCSIF does not require any member of the public to register his or her name or to provide other information, as a condition to attendance at any public meeting and will not inquire of building security concerning information so provided. See Government Code section 54953.3.



BACK TO AGENDA Northern California Cities Self Insurance Fund Executive Committee Special Meeting December 2, 2021

Agenda Item C.

AUTHORIZATION TO MEET VIA TELECONFERENCE

Authorization to Meet Via Teleconference Pursuant to Government Code Section 54953, Subdivision (e)(1)(C) and Discussion of Meeting Formats

INFORMATION ITEM

ISSUE: The Governor has declared a state of emergency such that normal agenda posting and attendance requirements can be waived if the local agency finds that because of the COVID-19 emergency meeting in person would present imminent risks to the health and safety of the attendees.

This agenda has been prepared without the need for the emergency declaration by following the regular Brown Act rules and listing all the participants' locations for posting. Given that the emergency declaration is good for only 30 days, necessitating a declaration at every NorCal Cities meeting, the Program Administrators recommend proceeding under the regular rules.

If members would prefer to meet under the emergency declaration rules and requirements please provide direction for future meetings.

RECOMMENDATION: Provide direction for use of emergency authorization for future meetings.

FISCAL IMPACT: None expected for this item.

BACKGROUND: None

ATTACHMENTS: None

c/o Alliant Insurance Services, Inc. | 2180 Harvard St., Ste. 460, Sacramento, CA 95815 | Phone: 916.643.2700 | Fax: 916.643.2750



Agenda Item E.

GENERAL RISK MANAGEMENT ISSUES

INFORMATION ITEM

ISSUE: The floor will be open to the Committee for discussion.

RECOMMENDATION: This is an information item and no action will be taken.

FISCAL IMPACT: None.

BACKGROUND: This is an opportunity for Committee members to ask questions or raise issues on risk exposures common to the members.

ATTACHMENT(S): None.

c/o Alliant Insurance Services, Inc. | 2180 Harvard St., Ste. 460, Sacramento, CA 95815 | Phone: 916.643.2700 | Fax: 916.643.2750



BACK TO AGENDA Northern California Cities Self Insurance Fund Executive Committee Special Meeting December 2, 2021

Agenda Item F.4.

SUMMARY OF OCTOBER 27th BOARD OF DIRECTORS AND LONG RANGE PLANNING MEETING

INFORMATION ITEM

ACTION TAKEN

• **Resolution #21-01 Recognizing Michael Simmons** The Board Approved Resolution #21-01 Recognizing Michael Simmons.

• CAJPA Re-Accreditation

The Board Approved Policy and Procedure #A-24 Arbitration of Non-Coverage Disputes, pending Marcus Beverly reviewing the Policy. The Board approved the amended the Liability MOC to include NCCSIF as an Additional Covered Party.

LONG RANGE PLANNING ITEMS

- Property Program
 - 1. Conduct study of estimated premiums at various self-insured retentions.
 - 2. Alliant Program Administration will analyze banking layer options for members.
 - 3. Alliant Program Administrator's will do a State of the Market presentation at the December Board Meeting.
- Liability Program
 - 1. Program Administrators and Sedgwick Risk Management will analyze risk for loss leaders and claim trends.
 - 2. Program Administrators and Sedgwick Risk Management will address high risk factors such as intersections and police liability.

Cyber Program

- 1. Program Administrators will send 21/22 Excess Cyber Applications to members. Members are encouraged to view the applications with IT Departments.
- 2. Members and Program Administrators will work on a Risk Control Program for Cyber.
- Workers Compensation
 - 1. Members will review an Agreement with Company Nurse.
 - 2. Program Administration will present options for working with an employee care advocate.
- Organizational Growth
 - 1. Program Administrators and members will investigate Strategic Growth ideas.
 - 2. Program Administrators and members will review and update Bylaws if needed
- Member Engagement and Education
 - 1. Members would like to create a Board Member Academy for new members.
 - 2. Members would like staff to visit Cities/Town during the year.

A Public Entity Joint Powers Authority

c/o Alliant Insurance Services, Inc. | 2180 Harvard St., Ste. 460, Sacramento, CA 95815 | Phone: 916.643.2700 | Fax: 916.643.2750



BACK TO AGENDA Northern California Cities Self Insurance Fund Executive Committee Special Meeting December 2, 2021

Agenda Item G.1.a.

SERVICE PROVIDER CONTRACT REVIEW SEDGWICK SAFETY & RISK CONTROL SERVICES

ACTION ITEM

ISSUE: Eric Lucero of Sedgwick Risk Control Services will present a proposed Risk Control Services Agreement to extend their services for three years beyond the current contract expiration of July 1, 2022.

The proposed fees are based on an hourly service rate of \$165 per hour, an increase from the \$155 rate that has been in place since the original agreement in 2012. This increases the fee from \$178,480 to \$184,320 (5.3%) for a similar number of hours but in a different mix of services than currently performed.

The focused risk assessment is reduced from one day every year to every other year, and we propose conducting mini-assessments and follow up training and resources focused on two or three key areas for each member to address. Members will continue to receive three days of individual services (on-site and/or remote). An additional half day of phone and email consultation (from 1.5 to 2 hours per month) has been included to address the current demand, with reduced time for meetings and regional training coordination to mitigate budget impact.

Sedgwick has also prepared the attached Activity Report to provide an overview of their services over the last two years and a sense of where they are most utilized. They provide more detailed activity reports to the Risk Management Committee (RMC), and we plan to solicit their input on the proposed scope of services at their meeting prior to the Board meeting on December 16, 2021.

RECOMMENDATION: Review and provide direction and/or recommendation to the Board.

Options -

- 1. Recommend as presented.
- 2. Approve as amended with a different mix/type of services solicit RMC input.
- 3. Provide further direction to the Program Administrator.

FISCAL IMPACT: \$184,320 annually, an increase of 5.3% from the current annual fee of \$178,480.

BACKGROUND: NCCSIF contracted with Bickmore (now Sedgwick) on January 1, 2012 to provide risk control services. Sedgwick's contract for risk management services expires June 30, 2022.

ATTACHMENT(S):

- 1. NCCSIF Scope of Work and Pricing Proposal for 2022-2025
- 2. 2021 NCCSIF Risk Control Services Activity Report

A Public Entity Joint Powers Authority

c/o Alliant Insurance Services, Inc. | 2180 Harvard St., Ste. 460, Sacramento, CA 95815 | Phone: 916.643.2700 | Fax: 916.643.2750



NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND

Scope of Work

Risk Control Services

Objectives

Sedgwick safety professionals will provide a combination of on-site and remotely delivered safety consultation services designed to provide a regular safety presence for the members of Northern California Cities Self Insurance Fund (NCCSIF). A safety professional will be dedicated as the NCCSIF Risk Control Manager and report to the NCCSIF staff, board, and respective committees. The goals of the safety program include a reduction in loss exposures for both employee safety and liability and increased compliance with regulatory requirements.

SERVICES

The specific safety services will be developed with and delivered at the direction of NCCSIF and will be dependent on the varying needs of NCCSIF and the availability of time within the limits specified in the contract. Examples of safety consulting deliverable services include, but are not limited to the following:

- <u>Focused Risk Assessments and Action Plans</u> Conduct a focused risk assessment for each member including discussion on member's specific needs, development of action plans, and review of the available risk control resources. Services include on-site inspections, interviews with staff, and report writing. Maintain and update the member's progress and scorecard throughout the year.
- <u>Member Services</u> Provide the equivalent of three days (provided in half day and/or full day increments) of risk management and risk control services to each member, facilitate Risk Management 101 for supervisors and managers, and provide risk control services orientations to new Risk Management Committee members. Risk management and risk control services may include assisting with best practice recommendations identified in the risk assessments, providing on-site training, participating in/facilitating committee meetings, conducting ergonomic evaluations, developing written programs/policies, inspecting facilities, providing incident root cause and trend analysis, and other consulting services.
- <u>NCCSIF Meetings</u> At least one Sedgwick staff will prepare, attend, and participate in meetings that may include:
 - o Risk Management Committee
 - o Police Risk Management Committee
 - Executive Committee (when CLIENT requested)
 - o Board of Directors meeting (when CLIENT requested)

Pricing includes staff time for staff report development, analysis/research of topics, training coordination, agenda preparation, meeting attendance, travel time, and expenses.

- <u>Phone and Email Consultations</u> Provide members with unlimited access to a risk control professional for technical information and guidance. This service provides one central resource to help answer questions about occupational safety and health, risk management, and best practices.
- <u>Safety Communication/Resource Development</u> Timely safety topic information will be provided to NCCSIF members on a regular basis. In addition, the Sedgwick Risk Control website will be updated regularly with newly developed resources.

• <u>Training Coordination</u> – Coordination of member training services and provision of regional trainings per year (regional training may be virtual or in person events). Services may include topic research, trainer and location selection, announcements, electronic registration management, materials development, coordination, and facilitation of services and/or attendance and participation at training.

Conditions that may limit the delivery of desired safety consultation services include available time based on agreed contract limits and the available subject matter expertise of the Sedgwick Risk Control team. Services outside of Sedgwick's team capabilities are not included in the proposal.

Sedgwick Risk Control Resources

In addition to the above named services, NCCSIF has access to the resources listed below at no additional cost as a Sedgwick client.

- Up-to-date notifications of changes in Cal/OSHA and other regulatory environments
- A dedicated COVID-19 resources web page with up-to-date information, model programs, checklists, and training webinars at https://pooling.sedgwick.com/covid-19-resources-page/
- Invitations to attend live webinars on a variety of risk management and safety-related topics
- Unlimited access to the Sedgwick Risk Control website resources
 - o Over 400 streaming safety videos
 - Model programs, forms, checklists, and job task analyses
 - o Hundreds of safety training handouts and risk management publications
 - o Recorded webinars

For an overview, please visit our Risk Control website at http://riskcontrol.sedgwick.com/

COST OF SERVICES

The following cost proposal has been developed for NCCSIF to review.

Proposed Contract Period: July 1, 2022, through June 30, 2025

Services	Task/Costs	Annual Fees
Focused Risk Assessments	Conduct a focused member risk assessment and service plan. Members will receive an assessment on a biennial schedule. 22 members, 2 service days per member @ \$1,500/service day.	\$33,000
Member Services	Provide the equivalent of 3 service days per year to implement the risk control service plan or other member-directed services (on-site and remote consulting time). 22 members, 3 service days per member @ \$1,320/service day	\$87,120
NCCSIF Meetings	Attend NCCSIF meetings. Pricing includes staff time for staff report development, analysis/research of topics, training coordination, agenda preparation, meeting attendance, travel time, and expenses. 6 meetings/year @ \$3,000 per meeting	\$18,000
Phone and Email Consultations	Unlimited access to a risk control professional for technical information and guidance. 2 service days/month @ \$1,320	\$31,680

🋞 sedgwick



Services	Task/Costs	Annual Fees
Safety Communications	Provide regular safety communications and alerts. 4 service days per year @ \$1,320 per day	\$5,280
Training Coordination	Coordinate 4 regional or pool-wide events annually including workshops and webinars. 7 service days/year @ \$1,320 per day	\$9,240
Sedgwick Risk Control Website Access	Members have unlimited access to the website. No additional cost.	\$0
Total proposed annual contract fees effective Jul		\$184,320
	Total Fees	
	\$552,960	

FEE STRUCTURE

- 1. All services identified in this agreement will be provided for the not-to-exceed fee of \$184,320 annually. This rate includes mileage, travel expenses, and value-added services such as access to streaming videos, webinars, and safety communications.
- 2. Sedgwick will invoice CLIENT at a rate of \$15,360 on a monthly basis, with payment due within 30 days of receipt of our invoice.
- 3. CLIENT will be asked to reimburse Sedgwick for any pre-approved additional expense(s) incurred that are beyond the scope of the Agreement. This will include such things as industrial hygiene lab work and supplies, training materials, refreshments for training attendees, etc.

ADDITIONAL SERVICES

Additional services consistent with this proposal will be available to CLIENT on a time and materials basis. Fees for such additional services will be negotiated on an as-needed basis.





Risk Control Services Activity Report

OCTOBER 2021

Provided by Sedgwick Risk Control Services (CA)

caring counts.

Summary of Services

Sedgwick Risk Control Services, formerly York and Bickmore, is a service partner to Northern California Cities Self Insurance Fund. Sedgwick safety colleagues service the risk and loss control needs of the member agencies that are covered through the JPA including workers' compensation, liability, property, auto, and cyber risk. The membership consists of 22 cities located throughout Northern California. The current contract was entered into on July 1, 2019, and ends on June 30, 2022.

In March 2020, the COVID-19 pandemic significantly changed member priorities and modified the services requested by members. In response to the pandemic, resources were developed to assist members with remote work challenges, reopening requirements, and new regulatory requirements. Virtual technology has enabled staff to continue delivering requested training and ergonomic evaluations. In mid-2020 on-site services were made available with protocols in place.

A summary of overall services provided during the service period thus far is presented below:

Period: Program Years 2019/20 – 10/1/2021

Outreach to Membership	 378 service activity records in period Unlimited phone and email consultation Of the 198 service days allotted for the period a total of 121 service days have been used (as of 10/1/21) Timely safety publications and communications provided throughout the service period via email 		
Meetings	 At least one Sedgwick staff has prepared, attended and/or participated in the following meetings: Risk Management Committee (2 per year) Police Risk Management Committee (3 per year) Executive Committee (when requested) Board of Directors meeting (when requested) 		
Site Assessments	• 22 focused assessments were completed in the period to identify member's specific needs, develop action plans, and review available risk control resources		
Program Development	 Top 5 programs requested for consultative development: Injury and Illness Prevention Program Bloodborne Pathogens Exposure Control Program Driver Safety and Vehicle Use Policy Emergency Action Plan Infectious Disease Outbreak Response Plan 		
Training	5 regional workshops26 training sessions		

Training (continued)	• Top 5 training topics include: Forklift Operator Certification, Aerial Lift Safety, Traffic Control & Flagging, Infectious Disease
Member Resources & Website Access	 A total of 195 registered users with: Complimentary access to <u>Sedgwick's COVID-19 resources page</u> Complimentary access to <u>Sedgwick's Risk Control online resources</u>, which includes safety publications, sample programs, and on-demand webinars

About Us

With our extensive experience and robust team of experts, we are committed to providing the best and most up-todate resources and qualified personnel.

Firm History

Founded in 1969, Sedgwick has grown into a leading global provider that delivers results our clients can see and feel. We serve public and private entities to reduce risk and drive high-quality outcomes. We do this by offering integrated and customized solutions, including risk management, risk control, claims administration, managed care, and absence management. With our data-driven and compassionate approach, we deliver on our mission of reducing risk and getting people and organizations back to health, work, and productivity.

Many of our staff hold advanced degrees and professional designations in risk management, risk control, insurance underwriting law, workers' compensation, claims management, and accounting. The diverse background of our professionals enables us to address a broad array of risk-related management and technical topics. In addition to our risk control expertise, we conduct risk retention analyses, self-insurance funding studies, claims audits, due diligence insurance coverage analysis, broker selection, risk-related staffing studies, and more. In short, no risk-related assignment is beyond our capabilities.

Sedgwick Risk Control Team

Sedgwick's California-based Risk Control team consists of experienced and certified experts in risk management and risk control. Our depth of staff allows us to perform a wide range of services and ensures total coverage for clients. We can evaluate risks with a broader viewpoint, provide rich training experiences, and facilitate the development of safety solutions that are practical to implement. Our consultants share ideas with and seek advice from colleagues in other disciplines, which adds a depth of expertise and perspective to the advice they provide to clients. With our entire network of risk professionals available to assist, there is no task too big.



- Certified Safety Professional (CSP)
- Associate Safety Professional (ASP)
- Associate in Risk Management (ARM)
- Associate in Risk Management for Public Entities (ARM-P)
- Advanced Office Ergonomic Assessment Specialist (AOEAS)
- Certified Ergonomics Assessment Specialist (CEAS)
- Certified Playground Safety Inspector (CPSI)

14 SAFETY PROFESSIONALS



BACK TO AGENDA Northern California Cities Self Insurance Fund Executive Committee Special Meeting December 2, 2021

Agenda Item G.1.b.

SERVICE PROVIDER CONTRACT REVIEW SEDGWICK WORKERS' COMPENSATION CLAIMS ADMINISTRATION

ACTION ITEM

ISSUE: The contract for claims administration for the Workers' Compensation Programs is expiring as of 6/30/22. Devora A. Brainard-DeLong, Vice President, Client Services, with Sedgwick, prepared and will present the attached renewal proposal for three years beginning 7/1/2023. A summary of the key changes and issues discussed in preparation for this meeting are provided below.

The proposed flat fee for FY 22/23 is \$626,645, a 3% increase of \$18,253 over the current fee of \$608,392. The current fee has been the same since 7/1/2019.

Additional hourly services for nurse review have increased from \$99 per hour to \$102 per hour. Bill review is increasing from \$12 to \$13 per bill while Utilization Review is remaining flat at \$149 per review. Physician and Peer Review has increased from \$149 to \$200 per review but is less than current new client rate of \$250.

The renewal discussions with Sedgwick have included concerns regarding the transition to the York claims system and the additional work that caused and is estimated to continue to cause for financial reconciliation. Sedgwick has also not been immune to the same problems impacting other Work Comp TPAs and their clients, namely COVID infections that caused more claims that lead to more stress on staff, absences, and turnover. The impact of all this has been relayed to Sedgwick and a response to these concerns is expected as part of the meeting discussion.

RECOMMENDATION: Review and provide direction and/or a recommendation to the Board. Options:

- 1. Recommend as presented.
- 2. Recommend with changes and/or performance plan
- 3. Provide further direction to the Program Administrator

FISCAL IMPACT: Proposed increase of 3% each year for three years beginning 7/1/2022.

BACKGROUND: Sedgwick and its predecessors York Risk Services and Bragg & Associates have been providing claims administration services to NCCSIF since the inception of the Workers' Compensation and Liability Programs.

ATTACHMENT(S):

- 1. Proposed NCCSIF Workers Compensation Claims Administration Agreement
- 2. Sedgwick Clinical Consultation Services
- 3. Decision optimization flyer
- 4. NCCSIF WC Who's Who at Sedgwick

A Public Entity Joint Powers Authority

c/o Alliant Insurance Services, Inc. | 2180 Harvard St., Ste. 460, Sacramento, CA 95815 | Phone: 916.643.2700 | Fax: 916.643.2750

Customized Program Design and Pricing Proposal

11/18/2021

Contract Term: 07/01/2022 - 06/30/2025

Annual flat fee option – Workers Compensation Life of Contract

Sedgwick offers an **annual flat fee pricing option in the amount of \$626,644** based on the estimated claim volumes outlined above and the estimated required staffing to service those claims. Under this option, Sedgwick reserves the right to modify the annual flat fee if acquisitions, divestitures, changes in program requirements, or an increase in claim volume of greater than 10% impacts the staffing requirements of the unit.

Claims open at contract termination will either be transferred to the new administrator or handled by Sedgwick for an additional annual fee.

Term	Annual Fee
07/01/2022 – 06/30/2023	\$626,645
07/01/2023 - 06/30/2024	\$645,445
07/01/2024 – 06/30/2025	\$664,800

Sedgwick managed care

All claim administration fees and services contemplate the deployment of Sedgwick's managed care services for all bill review and case management services.

Service	Rate				
Medical bill review					
State fee scheduling/usual, customary and reasonable; state reporting	\$13.00 per bill				
Prov	vider networks				
California outcomes-based statewide medical provider network (MPN) (all California bills)	Add \$5.00 per bill				
Telepho	nic Clinical Services				
Telephonic case management: Telephonic Nurse Case Manager, Surgery Nurse Case Manager, Behavioral Health Specialist 	\$102 per hour				
Customized Nurse Services	\$102 per hour				
Utilization Review & Physician Advisor					
Utilization review	\$149 per review				
Physician advisor/peer review	\$200 per review				
Physician review of records	\$200 per hour				
Physician advisor appeal	\$300 per review				

Sedgwick Copyright © 2021 The information contained herein is confidential and proprietary to Sedgwick. It is being provided in order to allow evaluation of Sedgwick's services and capabilities. Nothing contained herein should be disclosed to a third party without the prior consent of Sedgwick.

Service	Rate
	Pharmacy nurse management/pain coaching: \$115 per hour
Complex pharmacy management	Physician and PharmD management (as needed): \$275 per
	hour – Client approval required
Field Ca	ase Management
Medical field case management: Full field	\$102 per hour, plus direct expenses ⁽¹⁾⁽²⁾ Urgent/Catastrophic case management: \$165 per hour ⁽¹⁾
Crisis Care RN	\$165 per hour ⁽¹⁾
	\$165 bei lioui ()
Field Case Management Tasks: One visit clinical assessment	\$720 flat fee
	\$720 hat ree \$102 per hour ⁽¹⁾
Limited Assignment Task	
Specialty task services: Life Care Plan, Expert testimony, customized services	\$165 per hour
	/ork placement solutions
Transitional work placement (at Not-for-profit)	\$900 for placement or no-show
	\$105 per hour ⁽¹⁾
Return to Work Specialist	Telephonic return-to-work
Work Place Consultation - Program/Policy Design	
& planning	\$200 per hour, plus direct expenses
Vocational - Full Field Case Management	\$105 per hour, plus direct expenses ⁽¹⁾⁽²⁾
Vocational field tasks:	
Vocational Assessment/Testing	\$950 flat fee
Labor Market Survey	\$640 flat fee
Automated Transferable Skills Analysis	\$360 flat fee
Job Analysis or Ergonomic Evaluation	\$790 flat fee
Clinical Consultation Services	
	Standard (24x7x365 access to nurse): \$90 per triage call
Clinical consultation	Premium (blended nurse intake option): \$105 per triage call
	Advanced (ability to customize workflows): \$115 per triage call*
	*level of customization may warrant additional fees
Sedgwick managed	care administrative services
	28% of the below fee schedule savings subject to minimum fee of \$125 and cap of \$7,500 per lien
Lien resolution	Expert witness testimony or hearing representation charged
	at \$125 per hour plus direct expenses
Sedgwick standard medical card	No charge; customization starts at \$3,500
Mandatory state panel postings	Included in Sedgwick bill review program fees
Non-Mandatory state panel postings	\$9.00 per panel

Sedgwick Copyright © 2021 The information contained herein is confidential and proprietary to Sedgwick. It is being provided in order to allow evaluation of Sedgwick's services and capabilities. Nothing contained herein should be disclosed to a third party without the prior consent of Sedgwick.



All other terms and conditions not outlined above will remain as is under the current service agreement.

Clinical consultation

Sedgwick's 24/7 clinical consultation/nurse triage solution ensures injured employees receive the right care quickly. Our innovative program is designed to help them recover and return to work safely.

Getting the right care from the start

) sedgwick

Early and appropriate delivery of healthcare to injured employees is a critical element in effectively managing lost workdays and medical costs associated with workers' compensation claims. Our fully integrated, clinical consultation/nurse triage service includes a time of injury assessment from a medical professional familiar with occupational injuries, which helps employers determine the appropriate medical care when an injury occurs.

- Our team includes registered nurses who are available 365 days a year, 24 hours a day to assist injured and ill employees; coverage is provided for all time zones
- Our nurses evaluate the employee's symptoms, and recommend and coordinate appropriate medical care including self-care, telemedicine, urgent care or provider referral
- Care recommendations are guided by the Schmitt-Thompson adult after-hour guidelines – known as best-in-class for triaging medical conditions
- Provider referrals are routed to our five-star PPO network
- Calls are recorded to help expedite the examiner's investigation

- This streamlined solution provides claim reporting and care recommendations in a single call
- Real-time translation is available, ensuring accurate documentation of injurines and communication of medical recommendations
- Claims remain incidents with a self-care/first-aid recommendation

 this not only avoids the cost of a medical-only claim, it will also
 avoid having a claim that is recordable for OSHA
- Clients can customize criteria for routing to clinical support early in the life of the claim
- A post-triage survey provided via interactive voice response assesses the employee's compliance with care recommendations, offers the option to speak with a nurse for worsening symptoms or follow-up questions, and assesses their nurse care experience
- Clients receive monthly, quarterly and annual reports, which include utilization statistics, results of each call, and summaries by outcome and cost savings
- ____

To learn more about our clinical consultation solution, contact:

P. 800.625.6588 E. sedgwick@sedgwick.com

Our clinical	20%	lower average incurred costs	31%	fewer claims with lost time
consultation	45%	fewer claims initially treated at ER	16%	lower medical incurred costs
results	21%	resolved with self-care	15%	fewer claims with litigation

To learn more about our integrated and customized

solutions, visit **SEDGWICK.COM** -





CLINICAL CONSULTATION

CARING COUNTS

 $\ensuremath{\textcircled{O}}$ 2017 Sedgwick Claims Management Services, Inc. - Do not disclose or distribute.

Page 19 of 58



SEDGWICK CLINICAL CONSULTATION SERVICES



Client custom 800 number



Care referral options

- First aid/self-care
- Telemedicine
- In-person care



Greeting and script customization



Documentation supports claim evaluation (co-morbidities, diagnosis, mechanism of injury, SIC code)



Care recommendations 24/7/365



Claim intake/first report of injury (FROI) production option

CARING COUNTS



CLINICAL CONSULTATION: WHAT YOU CAN EXPECT



FIRST AID/SELF-CARE | TELEMEDICINE | IN-PERSON CARE

CARING COUNTS



Protection for outlier claims

10% to 15% — initial care after seven days

• 20% to 50% higher average TTD days

Correct care direction

Schmitt-Thompson guidelines

- Safe, effective, efficient triage
- Patient-oriented referrals

Immediate correct care

- 4-5 star local provider direction
- Ancillary/pharmacy network referrals

The power of correct care

20% average reduced lost time duration



TELEMEDICINE ACCESS





CLINICAL CONSULTATION AND TELEMEDICINE

24/7 **78**% NURSE TRIAGE employee satisfaction rate 61% DIRECTS of injured employees referred to occupational care vs. ER INJURED **EMPLOYEES** 25% - 30% of cases are resolved with self-care **SELF-CARE IN-PERSON HEALTHCARE TELEMEDICINE**

> © 2017 Sedgwick Claims Management Services, Iac. Do not disclose or distribute. $\begin{array}{c} \text{Page 24 of 58} \end{array}$

CAR

ING

TS

COUN



decision optimization platform



Using our decision optimization platform, Sedgwick is able to do more than just reveal meaningful trends in claims data; we also prescribe and automate the next steps to be taken on a claim, all while putting exceptional care and service at the forefront of the process.

More than just predictive analytics

Leveraging our expertise built from nearly 50 years of working with the country's leading employers, the insights gained from handling millions of claims, and a depth and diversity of claims data unrivaled in our industry, Sedgwick is focused on pushing claims technology to the next level.

Sedgwick's customers have come to expect that our decisions are made based on facts, but they also know we go beyond, using our data to make the best possible choices for our industry, their program and for individual claims. We have created a combination of models to ensure we contribute at each of these levels, and we use data to drive decisions that ultimately lead to smarter outcomes for clients, their employees, guests and other stakeholders. With this analytical approach, we can harness the value of the information we gather to prompt the right action at the right time, resulting in continuous improvement and better overall satisfaction.

Supporting our industry

Book of business data helps shape industry focus, and we are in a unique position to provide perspective and guidance. Sedgwick is a leading global provider of technology-enabled risk, benefits and integrated business solutions, managing more than 3.6 million new claims annually. Drawing upon an unmatched depth and diversity of claims data, we help research organizations like the Integrated Benefits Institute (IBI), the International Association of Industrial Accident Boards and Commissions (IAIABC), the Workers Compensation Research Institute (WCRI), the National Business Group on Health (NBGH) and other industry advocates as they support positive change. Our experts work directly with these groups to influence decision-making nationwide.

Using our book of business data, we are also able to guide our focus across lines of business; we routinely review cost trends to determine what additional interventions, products or priorities we should communicate and share with our client partners

Supporting our clients

Sedgwick's clients benefit from four distinct models, provided at no additional cost.

- Large loss workers' compensation model Sedgwick created and implemented a book of business model that uses our data to identify workers' compensation claims with the possibility of exceeding \$50,000 in total incurred costs. This model is run continuously and flags a claim for potential action by our claims team if it hits specific data elements that, in combination, could lead to large loss exposure. With this early notice, we are able to adjust our communication or apply other resources to help achieve the best possible outcomes, giving the best care to the injured employee.
- Large loss general liability model This model uses probability estimates to help identify potential large loss general liability claims and generates early alerts for our claims team. The large loss liability model identifies cases with bodily injury that are expected to exceed \$20,000 in incurred costs. Predictive analysis is performed once on claims opened within the preceding 90 days and when any of the elements used in scoring change within that 90-day period.





• Large loss auto liability model – This model is designed to help predict potential large loss auto bodily injury claims at \$30,000 or greater. Our large loss model runs for the first 90 days from the time the claim is reported to us. It examines claim data to determine the likelihood of a large loss even before the reserves are set.

Supporting your unique program

Beyond our book of business models that identify potentially severe claims and refer them to specialty resources, we also offer additional customer-focused approaches:

- Customer-specific modeling Some clients are looking for customized models, developed specifically to match their own data patterns. Sedgwick is able to offer customer-specific modeling to identify claims in litigation, large losses and claims with potential for extended disability duration. These models are created by our data team using solely the client's data, and build in custom interventions for claims fitting the determined criteria. As soon as a model identifies a claim, the operational team is automatically prompted to make a change in focus or take additional action. As an example, individual claims that hit a litigation model and indicate the propensity for litigation may prompt a separate outreach to answer questions about the jurisdictional claim process for workers' compensation. Clients who employ these models have seen decreases in attorney involvement on new claims anywhere between 5-21% depending on their approach. We are seeing overall return to work improvements, as well, with 3-18% fewer lost days on average.
- Engagement of clinical resources Strategic use of nurse resources in workers' compensation can significantly impact an injured employee's overall outcome. Clinical resources have traditionally been assigned based on anticipating a dollar threshold. Our approach looks at more than 300 data fields to determine which cases would benefit from a clinical resource. This allows us to constantly use our data to make decisions earlier in the case with better out-comes for all stakeholders.

Because the model runs continuously, we are able to anticipate need and engage a clinician as appropriate throughout the life of the file.

Other ways we use our wealth of data at the customer level to drive our decisions include:

- Program scorecarding Our overall approach to managing customer programs includes continuous use of our data to drive progress and improvements. Stewardship is a constant process at Sedgwick; using our results on a routine basis to identify areas of opportunity and action is one of our critical differentiators.
- Peer benchmarking Sedgwick's peer group benchmarking allows clients to understand how their results compare to those of similar companies. Our ability to customize this by specific groups within an industry allows clients to really understand how the nuances of their program drive results. Presented as part of our routine stewardship meetings, the value of peer benchmarking includes the ability to learn from the best programs in the country and apply new practices based on what is working for others.

Contact us today to learn more about Sedgwick's decision optimization platform. 800-625-6588 sedgwick@sedgwick.com www.sedgwick.com





Who's Who in Claims Workers' Compensation Contacts

Maria Alcala (916) 960-0902 <u>Maria.Alcala@sedgwick.com</u> Anderson, Colusa, Folsom, Ione, Jackson, Lincoln, Nevada City, Rio Vista, Rocklin

Ariel Leonhard

(916) 960-0974 Ariel.leonhard@sedgwick.com Red Bluff, Willows

Rebecca Summers

(916) 960-1029 <u>rebecca.summers@sedgwick.com</u> Future Medical claims **Kristin Farley**

(916) 960-0982 <u>kristin.farley@sedgwick.com</u> Auburn, Corning, Dixon, Galt, Gridley, Oroville, Paradise, Placerville

Sandra Silva (279) 900-3087 Sandra.silva@sedgwick.com Elk Grove, Marysville, Yuba City

Diane Rivas (916) 580-1835 Diane.Rivas@sedgwick.com Medical Only claims

Resources

Steve Scott Team Lead (916) 960-0946 Steven.scott@sedgwick.com

DeAnn Wagner AVP, Client Services (909) 942-5445 deann.wagner@sedgwick.com Erik Baumle Client Services Director (714)258-5313 Erik.baumle@sedgwick.com

To File a New Claim:

7374NCCSIF@sedgwick.com Or use your Global Intake link to file online

Sedgwick P. O. Box 14433 Lexington, KY 40512 (800) 922-5020 · Fax (844) 346-1322 http://www.sedgwick.com



BACK TO AGENDA Northern California Cities Self Insurance Fund Executive Committee Special Meeting December 2, 2021

Agenda Item G.1.c.

JAMES MARTA & COMPANY FINANCIAL ACCOUNTING & CONSULTING

ACTION ITEM

ISSUE: James Marta will present his firm's proposal for a new Agreement for Financial Accounting & Consulting Services, effective July 1, 2022, for a three-year period.

The firm's proposal is attached and includes a COLA increase of 3.5% in each year with an additional increase in the first year of 13.5% to account for additional invoicing and time spent in preparing the financial reports. The issues related to the claims conversion and reporting capabilities have been discussed and continue to be addressed by working together and closely monitoring the reports. However, this has and is estimated to continue to result in additional time for review and reporting.

The proposed fee for the Intacct accounting subscription has increased, from \$215 to \$500 per month.

RECOMMENDATION: Review and provide recommendation to the Board and/or further direction to the Program Administrator.

Options -

- 1. Recommend as presented.
- 2. Recommend as revised per meeting discussion
- 3. Provide further direction to the Program Administrator

FISCAL IMPACT: Proposed total fee increase of 17% in first year, from \$9,180 to \$10,745 per month, in addition to software license increase.

BACKGROUND: James Marta and Company have provided accounting and financial consulting services to NorCal Cities since 2002, and they were selected as the top candidate in response to an FRP in 2017.

ATTACHMENT(S): Cover Letter and Proposed Agreement from James Marta & Company for Financial Accounting & Consulting.



James Marta & Company Certified Public Accountants

Accounting, Auditing, Consulting and Tax

November 19, 2021

Marcus Beverly Program Manager NCCSIF

RE: NCCSIF Accounting Renewal Proposal

Marcus,

Please attached our proposal for accounting services. It is an honor to serve you and we would like to continue in this role. Our current term with extensions expires June 30, 2022. The accounting services portion currently is \$9,180 per month \$110,160 annual. The proposed engagement letter for 2022-2025 includes an annual escalation of 3.5% except the first year which increases from \$110,160 annual, \$9,180/ month to \$128,940 annual, \$10,745/month.

This base increase includes a COLA adjustment of 3.5%, with the remaining increase due to additional work related to additional member billings during the year for drone coverage, and most importantly the additional work related to reconciliation of claim transaction details. The conversion of the claims system from York to Sedgwick created a number of reporting issues that required up to 20 hours of additional work per month to reconcile the financials for 2020. We did not receive any additional fees for these costs during the transition and now that we have addressed those issues, we estimate the new reports will require 10 to 12 hours of additional staff time per month to ensure the financial accuracy of the data for our reporting purposes. We have shared with you examples of the continuing accountability of claim payments and collections.

The proposal does not contemplate additional work related to expanding coverage to include a Banking and/or Shared Layer for the Property Program. We currently do not have an estimate of the additional cost since we do not know the scope of the accounting that may be required. As we have discussed, we may be able to keep such a program within the liability funds and just track the claims separately. This may make it easier on the members for the maintenance of the banking layer.

In addition to our proposed Agreement, we have provided an overview of our professional staff and their roles in managing the finances of NorCal Cities SIF. These professionals have developed an expert understanding of the complexities of your financial reporting and we look forward to discussing our proposal with you and answering any questions you may have.

Thank you for the opportunity to work with you and NCCSIF.

Sincerely,

James Marta

James P. Marta CPA, CGMA, ARPM James Marta & Company LLP Certified Public Accountants

AGREEMENT FOR FINANCIAL ACCOUNTING AND CONSULTING SERVICES

This Agreement is made and entered into effective July 1, 2022, by and between Northern California Cities Self Insurance Fund ("NCCSIF") and James Marta & Company LLP.

WHEREAS, NCCSIF requires accounting and consulting services, and James Marta & Company LLP is agreeable to performing such services for NCCSIF;

NOW, THEREFORE, the parties agree as follows:

- 1. **RETENTION OF ACCOUNTANT.** NCCSIF agrees to retain James Marta & Company LLP to provide Financial Consulting Services for NCCSIF under the terms and conditions set forth in this Agreement, and the NCCSIF JPA Agreement and Bylaws. James Marta & Company LLP agrees to accept that assignment and to perform all of the duties for which the firm has been retained.
- **2. DESCRIPTION OF WORK.** James Marta & Company LLP agrees to perform the following services for the Workers Compensation and Liability Programs:
 - a. Prepare all bank reconciliations;
 - b. Process payables:
 - i. Receive and record all invoices;
 - ii. Obtain approval when necessary; and
 - iii. Prepare and issue checks per NCCSIF policy.
 - c. Process receivables:
 - i. Receive and record invoices;
 - ii. Receive and record payments; and
 - iii. Follow up delinquent accounts.
 - d. Maintain check registers of all applicable accounts and submit to Board in a timely manner;
 - e. Maintain general ledger prepare and enter periodic adjusting entries;
 - f. Reconcile Investments and manage investment transfers;
 - g. Act as liaison between associated banks and/or investment agencies, as required;
 - h. Perform cash management perform the required money transfers between accounts and/or financial institutions per the NCCSIF investment and banking policies;
 - i. Facilitate the annual financial audit:
 - i. Prepare audit schedules; and
 - ii. Coordinate audit fieldwork.

- j. Prepare quarterly and annual financial reports and attend Executive Committee and Board of Directors' meetings to discuss them; (in the event of scheduling conflicts, James Marta may meet with the Treasurer and provide the required reports and update and or send an alternate accountant to attend).
- k. Review quarterly financial reports with the Treasurer.
- 1. Assist with budget preparation;
- m. Annually file the State Controller's Annual Report of Financial Transactions and Local Government Compensation Report with the State of California;
- n. Prepare special reports, as required; and annually prepare and submit to the Program Administrator a completed Conflict of Interest form.
- o. Attend Finance Committee meetings, as necessary
- p. Complete any other related duties as requested by a duly authorized official.
- q. Quarterly balance sheets and income statements
- r. Quarterly budget to actual financial reporting
- s. Quarterly claims reconciliation among the York reports, actuary reports and the general ledger
- t. Quarterly claims analysis reporting (graphs and reconciliation statements)
- u. Maintain a suitable backup and recovery system for data and develop and implement processes for the protection of electronic data including a written policy with respect to:
 - i. Disaster recovery
 - ii. Physical and electronic data security
 - iii. Electronic data retention

This proposal does not include accounting for separate property program or risk layers for additional programs. In the event these programs are needed the nature and required accounting and accounts will be considered in arriving at a scope and fee adjustment.

James Marta & Company LLP will compile, from information you provide, the annual and interim balance sheets and the related statements of income, retained earnings, and cash flows of Northern California Cities Self Insurance Fund. We will not audit or review such financial statements. Our report on the annual financial statements of Northern California Cities Self Insurance Fund is presently expected to read as follows:

We have compiled the accompanying balance sheet of Northern California Cities Self Insurance Fund as of [Year End(s)], and the related statements of income, retained earnings, for the [Year or Years] then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America. Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Northern California Cities Self-Insurance Fund

If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our engagement cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement

- **3. COMPENSATION.** As compensation to James Marta & Company LLP for services rendered hereunder, NCCSIF agrees to pay James Marta & Company LLP an annual fee of:
 - \$128,940 for the 2022-23 year. (\$10,745 per month)
 - \$133,452 for the 2023-24 year. (\$11,121 per month)
 - \$138,120 for the 2024-25 year. (\$11,510 per month)
 - The cost of meeting attendance within one-hour of Sacramento California is included. In the event that we are required to attend meetings beyond this range we will charge mileage at the current federal reimbursement rate and time at \$150/hr. The fee will be reviewed and agreed upon each year prior to commencement of the fiscal year. For these purposes of this agreement, approval is the Executive Committee's authorization.

FEES. NCCSIF agrees to pay in addition to the monthly fee for accounting services, of:

Intacct software subscription service fees:

- \$500 per month for the 2022-23 year. (\$6,000 per year)
- \$525 per month for the 2023-24 year. (\$6,300 per year)
- \$550 per month for the 2024-25 year. (\$6,600 per year)

Plus annually for the annual subscription of electronic check delivery based on volume.

- **4. CONTRACT TERM.** The term of this Agreement shall be for thirty-six (36) months commencing July 1, 2022 through June 30, 2025. The Agreement shall automatically renew annually thereafter unless terminated pursuant to Article 7 below.
- **5. OWNERSHIP OF RECORDS.** NCCSIF maintains ownership of all products, files, records, computations, studies and other data, prepared or obtained in connection with this Agreement. James Marta & Company LLP may maintain copies of records that may be required for professional liability insurance purposes and required professional practices.
- 6. DISCLOSURES OF CONFLICTS. James Marta & Company LLP shall be responsible for disclosing financial interests that may be a conflict. Disclosure may be satisfied through completion of the related Fair Political Practice Commission form on an annual basis.
- 7. TERMINATION. This Agreement may be terminated at any time by James Marta & Company LLP upon ninety (90) days advance written notice to NCCSIF. Further, this agreement may be terminated at any time by NCCSIF upon sixty (90) days written notice to James Marta & Company LLP. Upon termination, James Marta & Company LLP shall give to NCCSIF copies of all products, files, records, computations, studies and other data, prepared or obtained in connection with this Agreement, which shall become the permanent property of NCCSIF. James Marta & Company LLP may maintain copies of records that may be required for professional liability insurance purposes and required professional practices.
- 8. COMPLIANCE WITH LAWS. James Marta & Company LLP agrees that all work will be conducted, and the services will be performed in compliance with all laws and regulations; with the policies; procedures and directives of NCCSIF, particularly those related to fiscal and management matters; and with generally accepted accounting principles applicable to governmental entities.
- 9. **INSURANCE.** James Marta & Company LLP shall provide General Liability, Auto Liability and Professional Liability insurance with separate limits of \$1,000,000 and a \$2,000,000 aggregate, and Workers Compensation as required by the State of California. A certificate shall be issued showing NCCSIF as additional insured for the Auto and General Liability coverages. Proof of coverage shall be provided annually to NCCSIF.
- **10. INDEMNIFICATION.** James Marta & Company LLP agrees to indemnify and hold harmless NCCSIF its officers, directors and member agencies from any liability arising from James Marta & Company LLP's negligence or willful misconduct or omissions in the performance of the Agreement.
- **11. INDEPENDENT CONTRACTOR.** It is expressly agreed by the parties that James Marta & Company LLP's relationship to NCCSIF is that of an independent contractor. As such, NCCSIF will not be providing Workers' Compensation coverage or any benefits to James Marta & Company LLP.
- **12. SUCCESSORS AND ASSIGNMENT.** James Marta & Company LLP agrees it will not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, without the prior written consent of NCCSIF.
- **13. ENTIRE AGREEMENT.** This writing constitutes the entire agreement between the parties relative to the services specified herein, and no modifications shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14. HEADINGS. The descriptive headings used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year as indicated below.

Dated: _____, 2021 NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND (NCCSIF)

Dated: , 2021 James Marta & Company LLP Certified Public Accountants

Dave Warren Board President James Marta & Company LLP Accountant and Financial Consultant

Accepted by:

NCCSIF Board Counsel Byrne Conley Date

MEET YOUR ACCOUNTING TEAM

James Marta & Company's experienced and knowledgeable Accounting Team can help you accomplish critical accounting procedures and controls without adding permanent staff. Whether you need help with a special project, an acting CFO/Controller, or a team to handle processes, we understand the nuances and obligations of professional accounting. Our team provides services to help you record and manage obligations and debt, reduce risk, support accountability, monitor progress and provide information to inform decision making.

The following listing provides an introduction to the team:

JAMES MARTA, CPA, CG	MA, ARPM	
	Title	Managing Partner
(DE	Role	CFO, oversight, strategy, policy, underwriting, budget, claims analysis, payroll, risk financing, special projects, bank authorization, cash management, training, and investment planning and oversight.
	Bio	James applies more than 30 years of experience in accounting, audit, tax, consulting and strategic planning. James provides CFO services for several Joint Powers Authorities and is a resource to his clients. James is a recognized expert in GASB, JPA accreditation, executive leadership, refinancing, accounting system design, risk management and board responsibilities. He authored the IEA Pool Manager Course and teaches the IEA ARM Risk Management and Risk Financing course.
	Education	B.S. Accounting and Finance Law, Portland State University. Associate in Risk Management (ARM). Associate in Risk Pool Management (ARPM).
	Contact	<u>JMarta@JPMCPA.com</u> Tel: 916.993.9494 ext. 111

ORYSYA	BEZVERHNIY	(SAVCHUK),	CPA
--------	------------	------------	-----

•		
An	Title	Senior Accountant
25	Role	Accounts payable, general ledger, set up ACH and wires for approval, monitor positive pay, quarterly and year-end adjusting entries and reporting, and financial statement preparation
BAL	Bio	Orysya applies three years of full-cycle accounting experience to help Joint Powers Authorities conduct accounting procedures and controls. Her experience includes accounts payables and receivables, transactions, bank reconciliation, invoicing and audit.
	Education	B.S. Business Administration, Accountancy, California State University Sacramento. Dean and President's honor rolls.
	Contact	OSavchuk@JPMCPA.com Tel: 916.993-9494 ext. 142



Joint Powers Authorities trust our expert financial services to support essential management, accountability and compliance requirements.

Tel: 916.993.9494 | <u>www.JPMCPA.com</u>
CONTINUED: JAMES MARTA & COMPANY ACCOUNTING TEAM

Title

Role

Bio

GEMMA MARTA



Senior Accountant

Accounts payable, deposits, billing notices, set up ACH and wires for approval, monitor positive pay, cash management.

Gemma brings more than 30 years of experience in complex government and fund accounting. She has been responsible for federal grants up to \$48 million and associated compliance reporting. Marta's skills include fund accounting, balance monitoring, certifying fund availability, funding sources, funding splits, analyzing transactions, approving expenditures, reporting financial trends, comparing actuals to budget, and projecting expenditures by category, fund ratios and fund type.

JHON MUNOZ		
	Title	Staff Accountant
	Role	Account reconciliation, billing calculations.
1361	Bio	Jhon is a CPA candidate with 2 years of experience in Accounting, Audit and Tax. Prior
		to joining James Marta & Company, Jhon worked as an auditor and accountant at a
		CPA firm in the Philippines. He is a licensed CPA in the Philippines.
Sel	Education	Bachelor of Science in Accountancy, Sacred Heart College, Philippines

ESTHER GALINDO		
	Title	Staff Accountant
	Role	Account reconciliation, billing calculations.
23	Bio	Esther brings 2 years of experience in conducting accounting procedures including preparing financial statements; closing and adjusting entries, ACH, managing transactions, accounts payable, and reconciliations.
AN INS	Education	Bachelor of Science in Accountancy, Sacramento State University

KNOWLEDGE	SERVICE	TRUST	SOLUTIONS
 We know what questions to ask and when answers are "out of range." We apply experience with insurance/risk pools, special districts, nonprofits, and business. We've overcome challenges; learned what to avoid; and how to do it right the first time. 	 Our Partners are your resource for insight on your important projects. We'll answer your questions and discuss alternatives. We tailor services to your specific needs: CPA Oversight. Internal controls and procedures. Full cycle accounting. 	 Confidential and independent perspective. Cloud-based systems support secure and easy access to your information. We're accountable to you. Licensed professionals. Fiduciary responsibilities. 	 CFO leadership backed by a proven team of finance and accounting professionals. Controller oversight and analysis. Full-cycle accounting management. Policy and procedure review and firming. System and controls design and implementation.



BACK TO AGENDA Northern California Cities Self Insurance Fund Executive Committee Special Meeting December 2, 2021

Agenda Item G.2.

COMPANY NURSE PROPOSAL & AGREEMENT

ACTION ITEM

ISSUE: Members have requested the addition of Nurse Triage services for reporting of Workers' Compensation claims and have recommended Company Nurse based on past experience. The Program Administrators are also very familiar with their services from other clients and can recommend them and the process as one that delivers better outcomes in responding to injuries and reduces the number of reportable claims by referring them for first aid.

The service is voluntary and the fee of \$157.50 is charged to the claim file as an adjustment expense. Incidents that are reported and triaged to self-care or first aid are not charged a fee. The fee reflects a \$7.50 discount for being a PRISM member.

RECOMMENDATION: Approve contract as presented or amended or provide direction.

FISCAL IMPACT: None directly – \$157.50 fee is to Member who wishes to use the service and upon triage of a recorded claim

BACKGROUND: The request for nurse triage services from Company Nurse was requested by a member and at the last Board meeting direction was given to offer this service to members.

ATTACHMENT(S):

- 1. Company Nurse Executive Summary
- 2. Company Nurse Agreement
- 3. Company Nurse Enrollment Form

A Public Entity Joint Powers Authority

c/o Alliant Insurance Services, Inc. | 2180 Harvard St., Ste. 460, Sacramento, CA 95815 | Phone: 916.643.2700 | Fax: 916.643.2750

ACCIDENTS HAPPEN.

Call Company Nurse FIRST.

24/7 Nurse Triage for Workplace Injuries



Workplace accidents happen. The right nurse triage program is a benefit for your employees, guides your employees to the right care, and provides immediate reporting and administrative relief, saving you time and money.

Protect your employees and your organization:

- Full 24/7/365 registered nurse triage
- Provider referrals
- Validated and verified provider data base
- Immediate Reporting
- Custom questions/ directives
- Pre-populated forms
- Training
- Custom reports
- Translation services
- Instructional text messages for employees
- Integrations
- Support and stewardship
- Whitelabe

Ready to start saving? Call 888.817.9282 or email Sales@CompanyNurse.com

There are several reasons why you should call **Company Nurse** first. As an industry pioneer, Company Nurse goes beyond standard triage. Here's what sets it apart:



Flexibility & Agility

Your organization has its own processes. With Company Nurse, your nurse triage program can be configured for your unique needs.



State-of-the-Art Systems

Our proprietary triage platform ensures you get the information you need, when you need it.



Award-Winning Technology & Cybersecurity

With award-winning technology and cybersecurity means you have a safe and secure nurse triage process.

Quality Control

Our Client Services Team provides you with support and stewardship to ensure your nurse triage program is optimized. When you call Company Nurse first, you see results.



15-20% Reduction in Claims

Triaging often leads to appropriate self-care which reduces claims.



20-30% Cost Reduction

Triaging minimizes unnecessary emergency room visits, saving you and your employees money, time too.



Self-Care Recommendations

When more employees are referred to self-care, claims and costs both go down.



What Happens During A Call?





What Sets Company Nurse Apart?

Company Nurse is the premier nurse triage service for workplace injuries, **lessening the pain of workers' comp** for 22 years. With this innovative mindset, we look at ourselves as a technology company that does great triage. Here's how we continue to differentiate ourselves:

- **100% Focus:** For 22 years, we've focused on providing the best nurse triage for workplace injuries. While we've developed into a technology company, that focus has not changed, allowing us to provide superior service.
- Scalability: With 100% of our focus on nurse triage for workplace injuries, we can scale quickly. We've streamlined our training process so we can grow along with our clients' needs.
- Agility: We are a small company with the resources of a big company, which means we can adapt to your unique needs quickly and easily.
- **Collaboration**: We treat our clients like partners. We understand that you have unique needs and we want to help you meet them.
- **Configurability**: We've developed our own report system, which allows us to be flexible with setups and customization. We know not every client is the same and we don't try to fit them into a box.
- Flexibility: We understand that you have unique needs and we want to help you meet them.
- **Responsiveness:** Our contact center team is responsive to the needs of your injured workers, efficiently getting them the care they need. And our Client Management Services Team is here to support you every step of the way with any questions or customizations you may need to help simplify your workplace injury management.
- Future-Proof Technology: We don't just create technology solutions that can work today. We create adaptable solutions with tomorrow in mind.
- **Omni-Channel**: Your workers have unique communication preferences, so we offer a variety of channels to connect with our service. This includes a mobile application with the capability to web and video chat with injured workers, as well as receive pictures of the injuries.
- Integrity: We hold Company Nurse and all our team members to the highest level of integrity.
- Values: This integrity is demonstrated in our core values:
 - o Do the right thing
 - o Go the Extra Two Miles
 - o Driven to Find Solutions
 - o Compassion for Everyone
 - Work Together to Work it Out
- Security: Cyber security isn't just a hot topic in workers' comp to us it has a place as one of our technology pillars. We are continuously implementing and testing best security practices.
- Integrations:



We have established several **value-add integrations** to further lessen the pain of workers' comp. One of these is an optional service through <u>One Call called Relay</u> <u>Ride</u>, which arranges Lyft rides for injured workers who need transportation. It is done through text, so no app is needed. It can also be allocated to the claim log.

Company Nurse can **refer injured workers to telemedicine** to have a virtual visit with a doctor, if their injuries meet the telemed criteria. Our training emphasizes making the *right* referrals to telemedicine so that your injured workers have the best patient experience and your organization has the best telemed outcomes.

• **Reputation**: As a pioneer in the workers' comp industry, Company Nurse has earned the reputation of a market leader. We <u>continue to hold this reputation</u> through our investments in people and technology.

100% Focus Values Agility Scalability Configurability Responsiveness Future-Proof Omni-Channel Flexibility Technology Integrity Security Integrations Reputation Collaboration



WORKPLACE INJURY CONTACT CENTER SERVICE AGREEMENT

This Workplace Injury Contact Center Service Agreement (the "Agreement"), dated May 24, 2021, is between Company Nurse, LLC, a Nevada limited liability company (the "Company"), and ______ (the "Client").

RECITALS

- A. The Company is a leading provider of nurse triage services.
- B. The Client desires to engage the Company for the Company to provide nurse triage services, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, based on the premises and the terms and conditions herein, the parties hereby agree as follows:

I. SERVICE DATE AND TERM

- 1.1 <u>Date Services are to Begin</u>: Proposed start date for services is the <u>_____</u>day of <u>____</u>, 20___.
- 1.2 <u>Term</u>: The initial term of this Agreement is 12 months and shall automatically renew at the end of the term year and each year thereafter, unless one party notifies the other party of its intent not to renew at least thirty (30) days prior to the end of this Agreement.

II. SERVICES

- 2.1 Scope of Services to be Provided: Company Nurse shall provide the Client's employees with telephonic SMS, mobile app, webchat as well as other communication media offered by Company as access to report workplace injuries and to triage by Registered Nurses who will provide advice concerning reported injuries. Services consist of: intake of data for Report of Injury; first aid advice and assistance; medical referral services; and reporting distribution. The Services shall not include any professional medical services. The parties acknowledge and agree that (1) the Services are limited to workplace injuries that may be covered by worker's compensation insurance, and (2) the Health Insurance and Portability Act of 1996, as amended ("HIPAA"), does not apply because Client is not a "covered entity" or "business associate" under HIPAA. Client shall notify Company Nurse if Client is aware of any state laws that may be implicated by the Services that govern the maintenance and transmission of any employee information.
- 2.2 <u>Verified Provider Database</u>: Company Nurse maintains a verified provider database to ensure that all injured employees are referred to an available treatment facility that can provide timely medical care. The Client may submit additional preferred providers to Company Nurse at any time. Upon successful completion of Company Nurse's assurance process, Company Nurse will add the requested Client providers to Company Nurse's database to be available for referral.
- 2.3 <u>Telephone Injury Triage</u>: Client employees and supervisors may reach Company Nurse's service via a tollfree telephone call mobile app, SMS or webchat widget. Additional communication media may be offered by Company and made available during the term of this agreement as options for Clients.
 - a. Intake personnel will:
 - (i) Gather all demographic details for report of injury.
 - (ii) Gather detailed information about the injury and incident.
 - (iii) Set up the chart for triage by nurse.
 - b. Nursing professionals, utilizing on physician-approved protocols, will:
 - (i) Assess the extent of the injury with the help of the employee and supervisor.
 - (ii) Recommend an appropriate course of action with regard to standard medical triage guidelines including minor self-administered first aid, and/or a referral to a designated medical facility or ER as needed.



- (iii) Answer employee and supervisor questions about the employee's injury, medical care and followup procedures.
- (iv) Provide directions to a designated medical facility location, if applicable.
- (v) Provide First Aid Only opinion by Registered Nurse.

Storage of Interactions: All calls and digital interactions will be recorded and stored for minimum of 60 months.

- 2.4 <u>Report Delivery</u>: The following reports will be automatically delivered in the following methods.
 - (i) Report of Injury via E-Mail to unlimited destinations.
 - (ii) Injury Alert notice to referred medical facility via fax or email, where available.
 - (iii) Prepopulated, partially completed First Report of Injury or other state workers' comp forms, at the request of the Client.
- 2.5 <u>Monthly Incident Summary Reports</u>: Company Nurse will submit monthly reports to the Client summarizing incidents and outcomes
- 2.6 <u>Emergency Care Exclusion</u>: The services covered by this Agreement are not intended to provide emergency care for life- or limb-threatening conditions. If Company Nurse receives a call that is assessed as an emergency, Company Nurse will immediately direct the caller to hang up and access the local Emergency Medical Services. The Client shall make its employees aware of this policy so as not to delay emergency care.
- 2.7 <u>Triage Service to Minors</u>: In the event that the Company is contacted by an employee of the Client who is under the legal age of majority under applicable state law, the Company will provide triage services to such injured employee in accordance with the terms and conditions of this Agreement and the protocols established by the Company. The Client acknowledges and agrees that the Company is under no obligation to verify the actual age of any employee of the Client and the Client will be solely responsible for any post-injury notification to the parents or guardians of an injured minor employee of the Client and any other obligations required by applicable laws, rules or regulations. The Client shall indemnify, defend, protect and hold the Company and its employees, officers, members, successors and assigns harmless for, from and against any and all harm, liabilities, damages, lawsuits, proceedings, costs and expenses (including reasonable attorneys' fees and costs) arising out of or related to the provision of triage services by the Company to a minor employee of the Client, including, without limitation, any notification or other requirement of applicable laws, rules and regulations.

III. SET-UP PROCEDURES

- 3.1 <u>Client Information Requirements</u>: Client shall deliver a complete worksite location list, report distribution list, and a preferred medical provider list to Company Nurse for verification. Please refer to implementation template, provided at enrollment, for details.
- 3.2 Informing Employees: Company Nurse will provide electronic versions of materials to aid the Client in introducing and explaining Company Nurse Services to the administrative staff and employees of the Client. Materials may include 8-1/2" x 11" wall posters and stickers with custom phone number and instructions for contacting Company Nurse. Company Nurse will also provide a marketing communications toolkit consisting of email, text and flyer templates to assist with education. Any content changes to materials must be approved by Company Nurse prior to dissemination to employees.
- 3.3 <u>Program Training:</u> Company Nurse will provide the Client with access to a secure Client Web Portal that shall contain all currently available training material for use by the Client. The Client will be responsible for disseminating the information to relevant Client stakeholders allowing them to access the training material.



- 3.4 <u>Computer Files</u>: Company Nurse will establish a computerized database of the Client's Unit locations, certain medical facilities ("Designated Medical Facilities," or individually, a "Designated Medical Facility") and Designated Medical Facility locations, and other pertinent information required to deliver its services.
- 3.5 <u>Associate Communication</u>: The Client will identify a main point of contact that will facilitate most of the communication between the Client and Company Nurse regarding enrollment and ongoing services.

IV. PAYMENT FOR SERVICES

- 4.1 <u>Start-Up Fee</u>: Client start-up fee is waived.
- 4.2 <u>Workplace Injury Contact Center Service Fee</u>: Client shall pay COMPANY a Service Fee of \$157.50 Per Claim to be billed by the 10th of the month following the month of service. "Claim" means any injury reported to Company Nurse that results in an opened medical Claim. To validate billing records, Client will agree to share claim log data with Company.
- 4.3 <u>Billing</u>: Company will send invoice to Client for the services provided.
- 4.4 <u>Taxes</u>: Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority. If the Company shall be liable for or shall pay any of the foregoing, same shall be immediately paid by the Client to the Company in addition to the price of the Services.
- 4.5 Payments and Terms: Payment shall be net 20 days from date of invoice or as otherwise specified by the Company. The Client shall pay the entire net amount of each invoice from the Company pursuant to the terms of each such invoice without offset or deduction. If the Company believes in good faith that the Client's ability to make payments may be impaired or if the Client shall fail to pay any invoice when due, the Company may suspend Service until such payment is made or cancel Service, and the Client shall remain liable to pay for any Service already rendered. Any check received from the Client may be applied by the Company against any obligation owing from the Client to the Company, regardless of any statement appearing on or referring to such check. The Client shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month or such lower rate as may be the maximum allowable by law. If the Client fails to make payment when due, the Company may pursue any legal or equitable remedies, in which event the Company shall be entitled to reimbursement for costs of collection and reasonable attorneys' fees.

V. CONFIDENTIALITY AND COMPLIANCE

- 5.1 Obligation to Maintain Confidential Information: The Company and the Client recognize that in the course of their discussions and in the performance of the terms and conditions of this Agreement, it may become necessary for either or both parties to disclose Confidential Information orally and/or in writing. As used herein, "Confidential Information" means information of either party that is a confidential or proprietary nature, including information regarding infrastructure, joint ventures, customers, vendors, suppliers and or business partners. Both parties intend that any Confidential Information disclosed by either party shall be used by the other party only in furtherance of this Agreement and the services to be provided hereunder. No Confidential Information may be disclosed to third parties without the express written consent of the disclosing party. The Company and the Client agree that with respect to exchanges of Confidential Information under this Agreement, they may each be considered a disclosing and/or receiving party, depending upon the context.
- 5.2 Equitable and Legal Relief: Each party acknowledges that all the disclosing party's Confidential Information is owned solely by the disclosing party (and/or its licensors), and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. When either party becomes aware of a breach of this section, they shall immediately notify the other party to determine the potential or realized impact to the other party and potential remedies that may be available to avoid unnecessary legal action. A disclosing party shall have the right to obtain an immediate injunction from any court of competent jurisdiction enjoining breach of this Agreement and/or disclosure of the Confidential Information. Notwithstanding



the foregoing, each party shall also have the right to pursue any other rights or remedies available at law or in equity for such a breach. In the event any action shall be brought by either party hereto against the other on account of the breach of any provisions, covenant or condition herein contained, the prevailing party in said action shall be reimbursed by the other party for all reasonable costs and expenses incurred in connection with litigation, including, without limitation, reasonable attorneys' fees.

- 5.3 <u>Acknowledgement and Release of Certain Confidential Information</u>. In the course of the performance of its services hereunder, the Company will have access to and will receive certain personal information regarding employees of the Client. In the course of performing its duties regarding worker's compensation insurance, including the provision of benefits to the employees of the Client, the Client may instruct the Company to transmit certain employee personal information to a particular e-mail address, FTP site or through other electronic means. The Client shall instruct the Company as to the authorized delivery means and sources for such information, including, without limitation, the Client authorized e-mail addresses and/or FTP sites (the "Authorized Points") at the outset of this Agreement. The Client may update as needed on written notice to Company. Regardless of the source of employee personal information, whether through the Company or otherwise, the Client shall remain solely responsible for the use, protection and security of employee personal information, including, the use, privacy and security of the Authorized Points by the Company.
- 5.4 <u>Compliance</u>. The Client represents and warrants to the Company at all times during the effectiveness of this Agreement the Client shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, any and all laws, rules, regulations and ordinances governing workplace injuries and drug screening.

VI. INSURANCE

Company Nurse shall maintain and have in force at all times during the duration of this Agreement the following types of insurance and coverage limits:

- 6.1 Comprehensive General Liability Insurance with coverage limits of one million dollars (\$1,000,000) single limit coverage.
- 6.2 Professional Liability Insurance coverage of five million dollars (\$5,000,000) aggregate and three million dollars (\$3,000,000) per each occurrence.
- 6.3 Cyber Liability Insurance coverage of ten million dollars (\$10,000,000).
- 6.4 Excess Liability Layer 1 with coverage of three million dollars (\$3,000,000) per occurrence and three million dollars (\$3,000,000) aggregate over 6.1 and 6.2 above. This excess does NOT apply to 6.3.
- 6.5 Excess Liability Layer 2 with coverage of four million dollars (\$4,000,000) per occurrence and four million dollars (\$4,000,000) aggregate over 6.1, 6.2 and 6.4 above. This excess does NOT apply to 6.3.

VII. INDEMNIFICATION

- 7.1 Indemnification for the Client: The Company will defend, protect, indemnify and hold the Client harmless for, from and against any liability, damages, claims, costs, or expenses relating to any claim for damages or liability arising directly or indirectly out of its grossly negligent performance of the services provided hereunder.
- 7.2 <u>Indemnification for the Company</u>: The Client will defend, protect and hold the Company harmless for, from and against any liability, damages, claims, costs or expenses relating to any claim for damages or liability arising directly or indirectly out of: (a) any breach of this Agreement; (b) any breach or failure of



the Client to protect employee personal information; (c) the failure of the Client or the Client's employees to (1) provide timely and accurate information reasonably requested by the Company, (2) file any required information, data or reports with any applicable state or federal worker's compensation commission or agency, or (3) provide the Company with such reasonable assistance and cooperation as may be reasonably requested by the Company; and/or (d) the failure of the Client to comply with any applicable federal, state or local laws, rules or regulations, including, without limitation, any laws, rules or regulations related to workplace injuries or drug screening.

VIII. TERMINATION

- 8.1 <u>Termination by the Client</u>: The Client may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the Company.
- 8.2 <u>Termination by The Company</u>: The Company may terminate this Agreement for cause if the Client fails to perform as required by the terms herein. However, the Client shall be given fifteen (15) days to cure any such default after receiving written notice from the Company. If the Client fails to conform after fifteen (15) days, the Client shall pay the Company for any services performed through the termination date. The Company may also terminate this Agreement at any time for any reason upon 30 days written notice to the Client, and will refund any unearned portion of a prepaid fee in the event of such a termination.

IX. CHOICE OF LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. Venue for any legal action relating to this Agreement shall lie in a court of appropriate jurisdiction within Phoenix, Arizona.

X. FORCE MAJEURE

If either party to this Agreement is rendered unable, wholly or in part, by an event of force majeure or any other cause not reasonably within its control, to perform or comply with any obligation or condition of this Agreement, such party shall, upon giving notice and reasonably full particulars to the other parties, be relieved of such obligation or condition during the continuance of such inability. The term "force majeure" shall include acts of God, the elements, fire, accidents, breakdowns, strikes and any other industrial, civil or public disturbance, inability to obtain or maintain telephonic communication because of power failure or failure by the telephone company, inability to obtain materials, supplies, permits of labor, and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military.

XI. NOTICES

When either party wishes to give notice to the other, each such notice shall be in writing and delivered by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

As to the Company:	Company Nurse®, LLC 8360 E Via De Ventura, Suite L-200 Scottsdale, AZ 85258 Attn: Paul Binsfeld, President	
As to the Client:	Northern California Cities Self Insurance Fund 2180 Harvard Street Suite 460 Sacramento, CA 95815 Attn: Dave Warren, President	

Any such notice is effective when received by the addressee. Either party may change its address by giving written notice thereof to the other party as provided in this paragraph.



XII. GENERAL

No rights, duties, agreements or obligations of either party hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other; provided, however, that the Company may assign, transfer or convey this Agreement in connection with a merger, sale of all or substantially all of the Company's membership interests. Any attempted or purported assignment in contravention hereof shall be void. Notwithstanding the foregoing, the Company's obligations under this Agreement may be performed by divisions, subsidiaries or affiliates of the Company. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS HEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized officers in duplicate original counterparts, each of which shall be deemed an original hereof on the Signature Date.

COMPANY NURSE [®] , LLC	Northern California Cities Self Insurance Fund
Signature:	Signature:
Name: Paul Binsfeld	Name: Dave Warren
Title: <u>President & Founder</u>	Title: <u>President</u>
Signature Date:	Signature Date:

Company Nurse Enrollment Template

Application Date:

Desired Service Start Date: (Minimum 2 Weeks for Enrollment)

Employer Corporate Information

Company Name	
Corporate Street Address	
City	
State	
Zip	
Estimated Annual Claims	
FEIN	
WC Policy Number	
Number of Employees *	
	* This number is used to determine the quantity of Program Materials to be provided.

Policyholder Worker's Compensation Contact Information

Primary WC Contact

Contact Phone

Contact Fax

Contact Email

Alternate WC Contact

Contact Phone

Contact Email

Return to Work Contact

Contact Company

Contact Phone

Contact Email

Work Status Fax <u>or</u> Email

There can be only <u>one</u> entry

*Bold Items are Required Fields

Billing Contact Information for Medical Provider Invoices

Please provide billing contact information where a Medical Providers can send their service invoices for processing. For example, this may be a contact at a Third Party Administrator or a contact with the Employer.

Entity Paying Provider Invoices

Type of EntityBilling AddressBilling PhoneBilling FaxBilling EmailThird Party Administrator (TPA)
(If Applicable)TPA ContactTPA AddressTPA PhoneTPA FaxTPA Email

Billing Contact Information for Company Nurse Invoices

Please provide contact information for where Company Nurse can send their service invoices for processing. Again, this may be someone at the Employer or a Third Party Administrator.

Entity Paying Company Nurse Invoices

Type of Entity Billing Contact Billing Address Billing Phone Billing Fax Billing Email

Worksite Location Information

Please answer the following questions about the enrolling entity's organizational structure. This information will help determine how the entity locations will be structured in the Company Nurse system.

Is the Organization's workforce 1) Remote or 2) do they have set, static worksite locations?

Work Site Location Names

Individual work site location must be named in such a way that an employee who is calling to report an injury can identify with the location loaded in the Company Nurse system. When providing location names, you should consider the following question:

"If you were to ask the employee who they work for - what would they say?"

Organization DBA's & Location Addresses

If the entity being enrolled has any DBAs or AKAs, these should be included in the location name provided. Also, all worksite locations <u>must</u> have a physical address complete with zip codes. This address information is integral to our referral process and cannot be a PO Box or left blank.

Remote Workforce Location Listing

If the Organization's workforce is remote or doesn't work from static locations, please list any branch locations to which the employees report, or just provide the organization name with a city and state identifier. **Example: ABC Company – Branch 123 or ABC Company – Memphis, TN.**

Static Workforce Location Listing

This the most straightforward listing of an Organization's worksite locations, just make sure to include the full address with zip code. If they are to be grouped under any Region/Department/ Division as noted above, please be sure to note in the Location Name.

Worksite Location Listing

WORKSIT	TE LOCATION NAME	REGION / DIVISION (Optional)	LOCATION ADDRESS	CITY	STATE	ZIP	LOCATION NUMBER (Optional)
ABC Cor	npany - Head Office	North Region	123 Main Street	Anywhere	СА	99999	001
1							
2							
3							
4							
56							
7							
8							
9							
10							
11							
12							
13 14							
15							
16							
17							
18							
19							
20							
21							
22							
23 24							
24 25							
26							
27							
28							1
29							
30							
31							
32							
33							
34 35							
35 36							}
37							
38							1
39							1
40							1

Note:

If there are more than 40 work site locations, a separate Excel spreadsheet can be provided in lieu of filling out the section above as long as all required information is included. Page 4

Assigned Medical Facilities

Company Nurse can triage an injury and refer the injured employee to an initial treating facility. The enrolling organization has two options regarding medical facilities used for referrals: 1) The organization can have Company Nurse refer an injured employee to a verified facility in our database that is closest to the employee's location, or 2) the organization can provide specific facilities Company Nurse is to use for their employees' referrals.

If the organization has specific medical facilities they would like us to use, those must be identified below, and the specific location the facility is to be attached to should be noted using the line number from the location listing on Page 4. If a facility is to be used for all locations, ALL can be noted instead of a location line number. If more room is needed, a separate spreadsheet can be provided.

FACILITY ADDRESS	СІТҮ	STATE	ZIP	PHONE NUMBER	ASSIGNED LOCATIONS
123 Main Street	Anywhere	СА	99999	(999) 999-9999	1,5,10,11,23
FACILITY ADDRESS	CITY	STATE	ZIP	PHONE NUMBER	ASSIGNED LOCATIONS
	123 Main Street	123 Main Street Anywhere Image: Anywhere Image: Anywhere <	123 Main StreetAnywhereCAImage: AnywhereImage: AnywhereI	123 Main Street Anywhere CA 99999 Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere Image: Anywhere	123 Main Street Anywhere CA 99999 (999) 999-9999 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Facility Notes

- 1) Company Nurse will only make referrals to front-line Providers including ERs, Occupational Medicine Clinics, Urgent Cares, and General Practices that handle Worker's Comp injuries.
- 2) Company Nurse will not load or refer to any Specialists (i.e. Ortho, Physical Therapy, etc.)
- 3) Company Nurse will submit any medical provider specified above to a comprehensive verification process if the provider is not already in the Company Nurse database. Should we find the facility is not viable for some reason, we will notify the enrollment contact.

Injury Report Distribution Contacts & State Forms (FROI)

Once an Employee has completed a call to Company Nurse, the Hotline will send out a Company Nurse Report of Injury to recipients provided on the report distribution below, which may include a TPA or Insurance Carrier, as well as any Employer contacts, Risk Management, etc. **List only those receiving reports for ALL Worksite Locations below.**

In addition to the Company Nurse Report of Injury, Company Nurse can provide a partiallycompleted **State First Report of Injury (FROI)** as an editable PDF. The FROI will not be totally complete, so the recipient will be able to edit and add any missing information before submitting it to the appropriate State Agency. We recommend that only one recipient per department receive the editable FROI to reduce issues with version control of this form. In California, we can also provide the partially-completed DWC-1 form, which can be completed and then printed for signature by the Employee.

				State
Recipient Name	Recipient Company	Recipient Email/Fax	Report Frequency	Forms

Send Reports to In	end Reports to Insurance Carrier?							
				State				
Recipient Name	Recipient Company	Recipient Email/Fax	Report Frequency	Forms				

Individual Worksite Location Report Distribution

In the event there are specific individuals that should <u>only</u> get reports for specific worksite locations, please list those recipients below and reference the number(s) of the worksite location(s) from the Worksite Location Listing on page 4. If there are no worksite-specific report recipients, please leave this area blank.

				Jule
Recipient Name	Worksite Locations	Recipient Email/Fax	Report Frequency	Forms

State

State

Monthly Injury Summary Report Distribution

All injuries reported by worksite location are summarized on this monthly report which also provides important program statistics. Indicate the appropriate report recipients below.

Recipient Name

Recipient Email

Recipient Name

Recipient Email

DIRECTIVES

Post-Injury Drug Testing Protocol

During the call, Company Nurse can advise Employees regarding the policy on Drug Testing after a workplace incident. There are three choices for the Drug Testing Directive: 1) Advise that ALL Incidents require drug testing, 2) Only incidents with a Medical Referral, 3) All Other Policies - Employee must consult with their Supervisor about any necessary Drug Testing.

Choices 1 or 2 will include instructions on the Provider Alert to the referred medical facility that Drug Testing is required. Choice 3 will just be a directive read to the Employee during the call.

Select Appropriate Drug Testing Protocol Below

Designated Facility Directives

Regulations regarding who chooses the initial treating facility for a Worker's Comp Injury - the Employer or the Employee - vary by state. Please indicate below if 1) Employees must be referred to an Employer Designated Facility, 2) Employer has preferred facilities, but Employee may choose their own, 3) Employer has a Panel of providers from which the Employee can choose. 4) For California, a directive referring Employees to designated facilities, unless they have Pre-Designation on file, will be added. 5) If you have locations in multiple states, consult with your Account Executive about state specific directives.

Select Appropriate Facility Directive Below

Miscellaneous Directives

Below are some basic directives that can be added to an organization's setup. Check the box next to any desired directive. Any other custom questions or directives will need to be discussed with your Account Executive during Enrollment.

All Employees must be triaged by a Nurse

All Employees seeking Treatment Must be Triaged by a Nurse

A Supervisor Must Initiate All Calls

If an Employee was seen at a Non-Designated Facility, Re-refer to a Designated

Facility Follow Up / Questions: Contact

Return To Work: Report Work Restrictions to

at

at



BACK TO AGENDA Northern California Cities Self Insurance Fund Executive Committee Special Meeting December 2, 2021

Agenda Item H.

INFORMATION ITEMS

ISSUE: The following items are being presented as information for NorCal Cities members.

RECOMMENDATION: None. This item is offered as information only.

FISCAL IMPACT: None.

BACKGROUND: None

ATTACHMENT(S):

- 1. NorCal Cities Organizational Chart
- 2. NorCal Cities 2021-22 Meeting Calendar

NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND 2021-2022 Organizational Chart Updated as of 10/14/2021

					POLICE
MEMBER ENTITY	BOAR	D OF DIRECTORS	BOARD ALTERNATES	RISK MANAGEMENT COMMITTEE	RISK MANAGEMENT COMMITTEE
City of ANDERSON		Liz Cottrell	Jeff Kiser	Liz Cottrell	Chief Michael Johnson
City of AUBURN		Nathan Bagwill	Shari Harris	Shari Harris	Chief Ryan L. Kinnan (Vice-Chair)
City of COLUSA		Ishrat Aziz-Khan	Shelly Kittle	Ishrat Aziz-Khan	Chief Josh Fitch
City of CORNING	EC / CC	*Kristina Miller	Tom Watson	Tom Watson	Chief Jeremiah Fears
				Rachel Ancheta	
City of DIXON		Rachel Ancheta	Kate Zawadzki	Kim Staile Jim Ramsey	Chief Thompson
				Anjmin Mahil - Alternate	
City of ELK GROVE	*EC	*Kara Reddig	Jim Ramsey		Lieutenant Ryan Elmore
City of FOLSOM		Vacant	Steven Wang	Vacant	Chief Rick Hillman
City of GALT		Stephanie Van Steyn	Lorenzo Hines	Stephanie Van Steyn	Chief Brian Kalinowksi
City of GRIDLEY		Vacant	Elisa Arteaga	Elisa Arteaga	Chief Rodney Harr
city of GRIDEET		vacant	Liisa Arteaga	Liisa Arteaga	chiel Rouney harr
City of IONE	EC / CC	*Michael Rock	Chris Hancock	Michael Rock	Chief Jeff Arnold
City of JACKSON	EC	*Yvonne Kimball	Dalacie Blankenship	Yvonne Kimball	Interim Chief Chris Mynderup
City of LINCOLN		Veronica Rodriguez	Ruthann Codina	Veronica Rodriguez	Chief Doug Lee
	S / 50 /00	*la maifa a Chuana malai			_
City of MARYSVILLE	S / EC /CC	*Jennifer Styczynski	Vacant	Jennifer Styczynski	Chief Chris Sachs
City of NEVADA CITY		Joan Phillipe	Gabrielle Christakes	Joan Phillipe	Chief Chad Ellis
City of OROVILLE		Liz Ehrenstrom	None Appointed	Liz Ehrenstrom (Chair)	Chief Joe Deal
Town of PARADISE		Ross Gilb	Crystal Peters	Crystal Peters	Chief Eric Reinbold
	*** / ****				
City of PLACERVILLE	*P / *EC	**Dave Warren (Chair)	Cleve Morris	Dave Warren	Chief Joseph Wren
City of RED BLUFF	EC	Sandy Ryan	Anita Rice	Sandy Ryan	Chief Kyle Sanders (Chair)
City of RIO VISTA	VP/T/*EC/*CC	***Jose Jasso (Vice-Chair)	**Jen Lee, CPA	Jose Jasso	Chief Jon Mazer
City of ROCKLIN		Vacant	Andrew Schiltz, CPA	Andrew Schiltz, CPA	Chief Chad Butler
City of WILLOWS		Vacant	None Appointed		N/A
City of YUBA CITY	EC /CC	**Spencer Morrison	Vacant	Sheleen Loza	Chief Brian Baker

OFFICERS				
		Term of Office		
President (P)	Dave Warren	10/29/2020 - 6/30/2022		
Vice President (VP)	Jose Jasso	10/29/2020 - 6/30/2022		
Treasurer (T)	Jen lee	10/29/2020 - 6/30/2022		
Secretary (S)	Jennifer Styczynski	7/1/2020- 6/30/2022		

Marcus Beverly

Jenna Wirkner

Executive Committee (EC) - membership on the EC rotates annually based on a rotation schedule and each member serves for a two-year term, with the President serving as Chair of the Committee.

Claims Committee (CC) - members of the CC are annually selected by the EC. CC is traditionally made up of at

CJPRMA Board Representative

Elizabeth Ehrenstrom appointed 6/17/2021

(Alliant Insurance Services)

Conor Boughey

least five members of the EC, with the Vice President serving as Chair of the Committee.

PROGRAM ADMINISTRATORS	

RISK CONTROL CONSULTANTS CLAIMS ADMINISTRATORS (Sedgwick formerly (Sedgwick formerly York) York/Bickmore)

Dorienne Zumwalt Steven Scott (Workers' Comp) Summer Simpson (Liability)

Eric Lucero Tom Kline (Police RM) ADVISORS

Byrne Conley (Board Counsel) James Marta, CPA (Accountant)



PROGRAM YEAR 21/22 MEETING CALENDAR

Thursday, August 5, 2021 Po	lice Risk Management Committee at 10:00 a.m.
Thursday, September 16, 2021	Claims Committee at 10:00 a.m. Executive Committee at 11:30 a.m.
Wednesday, October 27, 2021	Board of Directors at 10:00 a.m.
Thursday, November 4, 2021 Po	lice Risk Management Committee at 10:00 a.m.
Thursday, December 16, 2021*	Risk Management Committee at 10:00 a.m. Board of Directors at 12:30 p.m.
Thursday, February 3, 2022 Po	lice Risk Management Committee at 10:00 a.m.
Thursday, March 24, 2022	Claims Committee at 10:00 a.m. Executive Committee at 11:30 a.m.
Thursday, April 21, 2022	Risk Management Committee at 10:00 a.m. Board of Directors at 12 noon
Thursday, May 5, 2022 Po	lice Risk Management Committee at 10:00 a.m.
Thursday, May 26, 2022	Claims Committee at 10:00 a.m. Executive Committee at 11:30 a.m.
Thursday, June 23, 2022*	Board of Directors at 10:00 a.m.
Meeting Location: Rocklin Event Center - Garden Roo	om

2650 Sunset Blvd., Rocklin, CA 95677

Rocklin Event Center - Ballroom *

<u>Note</u>: Additional Claims Committee Meetings may be scheduled as needed for Claims Authority approval which will be held via teleconference.