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| --- |
| **STANDARD AGREEMENT**  |
|  |  | AGREEMENT NUMBER |
|  |  | **[Agreement number]** |

1. In this agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “JBE” or “JCC” or “Judicial Council” refers to the **Judicial Council of California**.

2. The Initial Term of this Agreement is effective as of **[Date]** (“Effective Date”) and expires on **[Date]** (“Expiration Date”).

 The JCC may, at its sole option, extend the Agreement beyond the Initial Term for up to three (3) consecutive two (2)-year Option Terms, through [Date], for a total Agreement Term (including the Initial Term) of eight (8) years if the JCC exercises all three of the Option Terms after the Initial Term.

3. The maximum amount the JBE may pay Contractor under this Agreement is $**[Dollar amount]** (the “Contract Amount”). The maximum amount the JBE may pay Contractor is (i) $**[Dollar amount]** during the Initial Term, (ii) $**[Dollar amount]** during the first Option Term, iii) $[**Dollar amount**] during the second Option Term, and $[**Dollar amount]** during the third Option Term.

4. The purpose or title of this Agreement is: **Judicial Branch Workers’ Compensation Third Party Administrator,** pursuant to RFP No. HR-2021-27-DM.

 *The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*

5. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

 Appendix A – Services Form 1 – Form for Receipt of Trust Accounts Funds

 Appendix B – Payment Provisions Form 2 – Consent to Release Information

 Appendix C – General Provisions Form 3 – Disclosure/Confidentiality of Information

 Appendix D – Defined Terms

 Appendix E – Unruh Civil Rights Act and FEHA Certification.

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| --- | --- |
| **JBE’S SIGNATURE** | **CONTRACTOR’S SIGNATURE** |
|  |  |
|  **Judicial Council of California** | CONTRACTOR’S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)* **[Contractor name]**  |
|  |  |
|  BY *(Authorized Signature)***Sample Only – Do Not Sign**✍ |  BY *(Authorized Signature)*✍ |
|  |  |
|  PRINTED NAME AND TITLE OF PERSON SIGNING  **Brian Walsh, Supervisor, Contracts** |  PRINTED NAME AND TITLE OF PERSON SIGNING**[Name and title]**   |
|  DATE EXECUTED**[Date]** |  DATE EXECUTED**[Date]** |
|  |  |
|  ADDRESS **Attn: Procurement** **Branch Accounting & Procurement | Administrative Division** **455 Golden Gate Avenue, 6th Floor** **San Francisco, California 94102-3688** |  ADDRESS**[Address]** |

APPENDIX A

Services

1. Background and Purpose.

1.1 Judicial Council of California. The Judicial Council of California (JCC), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial branch. The California Constitution directs the JCC to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The JCC also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law.

1.2 Per California Rule of Court, rule 10.350 Workers’ Compensation (WC) Program: The JCC is directed, “to carry out the duty of the Judicial Council to establish a workers' compensation program for the trial courts, the council's Human Resources office must:

 1.2.1 Maintain a contract with a vendor to provide courts, on a voluntary basis, with a cost-efficient workers' compensation coverage program;

 1.2.2 Monitor the performance of the vendor with which it contracts to provide such services;

 1.2.3 Timely notify the trial courts concerning the terms of the workers' compensation coverage program;

 1.2.4 Timely inform the trial courts about the legal requirements with which a workers' compensation program must comply;

 1.2.5 Make personnel available by telephone to consult with trial courts regarding the cost and benefits of the plan being offered by the Judicial Council; and

 1.2.6 Review and approve or disapprove any other workers' compensation programs identified by a trial court for consideration as a vendor to provide workers' compensation benefits to its employees.”

1.3 The JCC serves as the Judicial Branch Workers’ Compensation Program (JBWCP) Program Administrator (Program Administrator). On January 1, 2001, each of the Trial Courts in California’s 58 counites became independent employers of the employees who worked in that court. Prior to this date, the employees of each trial court were considered employees of their respective counties and fell under their respective county-administered workers’ compensation plans. After the JBWCP was created on January 1, 2003, the courts began the transition from their county-administered plans to the JBWCP.

The JBWCP is a highly decentralized self-insured program. The JBWCP Members include 57 California Trial Courts, Trial Court Judges, and the State Judiciary which includes the Supreme Court, Courts of Appeal, Judicial Council of California, Habeas Corpus Resources Center, California Judicial Center Library, and the Commission on Judicial Performance. The JBWCP utilizes a cost allocation model with a charge-back system to the members. Each participating member shares in a pool of allocated risk, with the cost allocations distributed based upon payroll and loss activity. The loss selection that is currently used to calculate the loss modifier for each member is limited to a rolling three (3) years of loss data excluding the most recent 12 months and the total allocation is based on the annual actuarial report projection.

The JBWCP Advisory Committee (Committee) is a 16-member group that convenes at least once per year. The Committee, in conjunction with the Program Administrator, review program initiatives, successes, and annual risk performance, and make recommendations for program changes to the Litigation Management Committee and the Judicial Council Members. The Judicial Council Members approve any primary programmatic and/or financial change recommendations prior to the end of each fiscal year.

1.4 For purposes of properly allocating the cost to the JBWCP membership (JBWCP Member), the program is divided into three components:

 1.4.1 Trial Court Judges, which includes approximately 1,730 judges of the California Trial Courts; and

 1.4.2 Trial Court Employees, which includes approximately 18,200 employees of 57 California Trial Courts participating in the program. The Los Angeles County Superior Court, does not participate in the program; and

 1.4.3 State Judiciary, which includes approximately 100 Justices and 1,730 judges and 1,600 employees in the Supreme Court, Courts of Appeal, JCC, Habeas Corpus Resource Center, California Judicial Center Library, and the Commission on Judicial Performance.

1.5 The prior Third-Party Administrator (TPA) for the JBWCP was Acclamation Insurance Management Services, Inc. (AIMS) and the prior [Medical Provider Network (MPN)](https://www.alliedmanagedcare.com/mpn/) for the JBWCP was Allied Managed Care (AMC), an MPN administered by AIMS. The JBWCP is permissibly uninsured and does not file an Annual Report with the DIR Self Insurance Plans, there is excess insurance coverage of two million dollars. Under this Agreement, Contractor will provide: Claims Administration Services, Medicare Agent Services, Medicare Set-Aside Services and Medical Management Services including: Medical Bill Review/Hospital Bill Audit, Nurse Case Management (NCM), Utilization Review, MPN, and Preferred Provider Organization (PPO) development and administration.

1.6 Contractor shall provide claims’ handling administration and expertise for JBWCP Members. Contractor will deliver superior client service under the management of a proactive and consultative account manager who is empowered to make decisions with the organization. The Contractor will be required to work with the Program Administrator, and the JBWCP’s consultant/broker (currently Sedgwick Claims Management Services, Inc. / Merriwether & Williams Insurance Services, Inc., or other consultant/broker at JCC’s sole option) to provide compliant and relevant WC claims services including:

 1.6.1 Assisting individual members of the JBWCP with their WC inquiries; the claims adjusters will be accountable for timely communication and results on claims.

 1.6.2 Engages a highly skilled and experienced, team of dedicated indemnity claims adjusters, medical only claims adjusters, and administrative support both for JBWCP in the initial WC process and for the claim adjusters (appropriate back-up resources available); requires claims adjusters to have strong WC experience in the State of California.

 1.6.3 Provide claims handling in full compliance with all state and federal laws and regulations, including, but not limited to HIPAA and the California Labor Code. Provide all Services (including Medical Management Services) in full compliance with applicable healthcare-related laws and regulations, including HIPAA, and all state and federal laws and regulations, including the California Labor Code.

 1.6.4 Analyzing losses and developing monthly, quarterly, and annual metrics; will track customized performance metrics that include but not limited to: response time, closure ratios, reduced severity, reduced medical spend, reduction in lost time days, reduction in collateral, litigation rates, PPO network penetration, and other customized reports as needed.

 1.6.5 Supporting the JCC in delivering JCC training programs that adhere to JBWCP client needs while following claims best practices, monitoring data quality, and claims handling procedures.

 1.6.6 Performing WC claims file reviews at the JBWCP Members’ request and at a minimum of one (1) time per year.

 1.6.7 Adhering to the JBWCP service requirements found in Section 2, Services below. Provide recommendations to modify and continue to improve the [JBWCP Service Guidelines](https://www.courts.ca.gov/documents/jbwcp-AIMS-Service-Guidelines.pdf).

 1.6.8 Providing customer-focused Claims Administration Services, Medicare Agent Services, Medicare Set-Aside Services, and Medical Management Services including: Medical Bill Review/Hospital Bill Audit, Nurse Case Management (NCM), Utilization Review, MPN, PPO development and administration, and 24/7 call/intake center that includes clinical nurse triage.

 1.6.9 Ensuring regular claim oversight at the supervisory level through established processes.

 1.6.10 Proven litigation management processes that are results-driven with tools and metrics in place.

 1.6.11 A complement of seasoned claims adjusters with extensive experience managing California litigated claims.

 1.6.12 Robust WC solutions with expertise in the state of California and resources to manage and mitigate the challenges presented by this jurisdiction.

 1.6.13 Providing real-time Risk Management Information System (RMIS) with online claims reporting capability, and JBWCP Member access to claims information such as claim adjuster notes including action plans, documents, and claim financials and that offers customized dashboard and reporting options, mobile apps, etc.

 1.6.14 Engages predictive modeling to identify claims with the probability of progressing into higher severity to enable the implementation of early intervention strategies (clinical as well as other strategies) to mitigate exposure and to provide claims outcomes for a reduction of JBWCP total cost of risk.

 1.6.15 Formulating methods to reduce JBWCP costs while improving program efficiencies and effectiveness.

 1.6.16 Provide services while being amenable to internal Performance Guarantees Agreement tied to key performance indicators (KPI’s) set by either the contractor or the program auditors.

 1.6.17 Offers a 24/7 nurse triage advocacy model which is a customer service model where the nurse determines the direction of care on a claim; telemedicine as well as a concierge/customer service model and a report to demonstrate savings

1.7 The Contractor must have a proven program implementation process and an experienced implementation manager who can oversee a seamless, successful on-boarding of the program. The Contractor must provide a detailed implementation plan and timeline.

1. Services. Contractor shall perform the following services (“Services”):
	1. Staffing: Knowledge, Expertise, and Abilities

2.1.1. The Contractor’s Service Team will oversee and monitor the Contractor’s activities to ensure the services and tasks described in subparagraphs 2.2 through 2.8 meet or exceed industry standards and are in line with best practices and in full compliance with all state and federal laws, including, but not limited to HIPAA and the California Labor Code while monitoring data quality and claims handling procedures.

2.1.2. Expertise and experience in pooled public sector with agility in adapting to California WC legislative changes.

2.1.3. Ability to adjust claims from outside of California (as needed).

2.1.4. Expectations and internal measurements of staff with proof they are continuously engaged in training and what they are trained on. Staff is expected to continue working towards outcomes focused claims management solutions. Staff is expected to manage overall claim costs through active and effective medical and case management.

2.1.5. Minimum claims adjuster qualification standards (at least five (5) years of experience, and any applicable workers’ compensation certification).

2.1.6. Minimum supervisor qualification standards (at least 5 years of directly-related work experience and any applicable workers’ compensation certification) and ability to coach/mentor staff and execute proactive strategies for case finalization.

2.1.7. Inhouse training and mentoring program for claims adjusters.

2.1.8. Proof of competitive pay package (inclusive of the salary, benefits, and non-monetary offerings provided by the Contractor) that the Contractor offers to its claims adjusters.

2.1.9. Evidence of a team-based culture that emphasizes employee participation on all levels and promotes success.

2.1.10. Staffing contingency plans in the event of a turnover. In the event of a leave of absence for any reason, vacation, or termination of any staff assigned to the JCC’s account, the JCC shall be immediately notified and the position shall be backfilled within a reasonable time. The JCC shall be provided the resumes of the incumbents after the final selection.

* 1. Claims Administration Services

2.2.1. Active management of new and legacy claims.

2.2.2. Clear standards that show claim processing timelines.

2.2.3. Developed protocols for claims submitted after-hours.

2.2.4. Must provide 24/7 nurse triage capabilities.

2.2.5. A caseload standard consisting of a minimum of 95 claims and maximum of 120 claims.

2.2.6. Bundled outcomes based on Medical Bill Review/Hospital Bill Audit.

2.2.7. Periodic claims reviews with members at minimum once annually and at most quarterly (in-person and/or remote).

2.2.8. Strategic approach to claims management (i.e., claim action plans and program enhancement opportunities).

2.2.9. Claims adjuster and supervisor compensation tied to performance and client satisfaction measures via a client member customer satisfaction survey/polling.

2.2.10. Probable outcome reserving methodology and detailed outline of thought process that incorporates Official Disability Guidelines (ODG).

2.2.11. Timely customer service communication skills with members, employees, attorneys, vendors, and in-house staff as outlined in [the JBWCP Service Guidelines](https://www.courts.ca.gov/documents/jbwcp-AIMS-Service-Guidelines.pdf).

2.2.12. Flexible and willing to customize and change as program needs develop.

2.2.13. Flexibility in the MPN usage and ability to customize to meet the needs of JBWCP.

2.2.14. Provide efficient and effective transition from the existing third party administrator, including data conversion, program implementation and timeline, educating claims staff on handling requirements and program nuances, and other logistics such as draft communications to be distributed to all JBWCP Members.

2.2.15. Provide a detailed triage and takeover plan, a timeline for strategic review, and an action plan completion of existing legacy claim.

2.2.16. Provide ongoing oversight of the claims adjusters’ use of defense attorneys, investigative firms, NCM, coordination with the MPN or PPO, and medical management to ensure that services are provided in a timely, relevant, and compliant manner and adhere to the service requirements found in this **Section 2.0, Services**.

2.2.17. Requirement for Adjusters to review and integrate the ODG into their medical management action plans.

2.2.18. Provide a team of qualified outcome-focused claims adjusters to handle the day-to-day administration of the JBWCP Members’ WC claims in a compliant and timely manner.

* 1. Nurse Case Management

Contractor must provide strategic solutions that offer early intervention and predictive modeling up front to help identify claims that will benefit from a nurse triage, such as:

2.3.1. A 24/7 nurse triage hotline with a concierge desk that allows claims with a higher exposure to be reviewed by a nurse after the initial 24/7 nurse contact.

2.3.2. Telemedicine, which incorporates concierge/customers services to help navigate the initial reporting.

2.3.3. Adherence to the service requirements found in Section 2.0. Services, including the following and promotes an advocacy approach to the service delivery:

 2.3.3.1. All new claims (Judges are not triaged without prior program staff approval) will be reviewed by the claims adjuster within 24 hours of receipt of the first report of injury/illness and the triage nurse will contact the employee and the treating doctor within three (3) business days.

 2.3.3.2. All communication with the injured worker will be clearly documented in the claims system and noticed to the claims adjuster.

 2.3.3.3. The triage nurse will do the following:

 2.3.3.3.1. Interview the employee and/or medically evaluate the first report of injury/illness and any available medical documents.

 2.3.3.3.2. Complete a Triage template, review, and outline appropriate treatment and estimated return to work (RTW) using the ODG and American College of Occupational and Environmental Medicine (i.e., ACOEM).

 2.3.3.3.3. Obtain availability of transitional work and description of employee’s job duties.

 2.3.3.3.4. If there are red flags such as previous injuries or co-morbidities, case management may be recommended.

 2.3.3.3.5. Complete assessment of information received and recommend the appropriate level of NCM if necessary, based on pre-selected telephonic case manager (TCM) and field case manager (FCM) nursing triggers.

 2.3.3.3.6. Document activities in appropriate management software and claims system.

 2.3.3.3.7. Forward the Triage report to the claims adjuster within three (3) business days for discussion as needed with the JBWCP Member.

 2.3.3.4. NCM will be assigned according to case management protocols and by agreement between the claims adjuster and the JBWCP Member.

 2.3.3.4.1. Assignment can occur at any point in the life of the claim.

 2.3.3.4.2. The level of assignment (TCM vs FCM) will be analyzed depending on severity of the case, treatment needs, lack of progress in recovery, and other various employee/provider issues.

 2.3.3.4.3. Three (3)-point contact will be completed by the assigned nurse case manager (CM) who will assess any barriers, develop an action plan to address the barriers and bring file to resolution. Three (3)-point contact includes the provider, employee, and claims adjuster, and will be completed within 48 hours of assignment.

 2.3.3.4.4. NCM reports shall include the medical treatment plan, next appointment date, work status, barriers to recovery, and NCM recommendations. NCM will use standard of care guidelines to facilitate optimum recovery and RTW. The CM will track all lost time, modified and RTW dates within the claims system. If the case is assigned for TCM, but the injured worker has lost more than 60 days from work, or if there are other barriers to recovery or RTW noted, the case should be considered for FCM.

 2.3.3.5. All communication with the injured worker will be clearly documented in the claims system and noticed to the claims adjuster.

 2.3.3.5.1. CM will initiate services within 24 hours of referral.

 2.3.3.5.2. The CM shall contact the medical provider, injured worker and claims adjuster three (3) times within five (5) business days, and all contacts will be documented in the system, or other system as directed by the Program Administrator.

 2.3.3.5.3. First progress report will meet the requirements as outlined in the [service guidelines](https://www.courts.ca.gov/documents/jbwcp-AIMS-Service-Guidelines.pdf) .

 2.3.3.5.4. The initial evaluation is completed within seven business days from referral.

 2.3.3.5.5. Progress reports will be completed every 30 days or significant activity.

 2.3.3.5.6. Appointment updates to claims adjuster within 24 hours of appointment.

 2.3.3.5.7. 24-hour updates on any significant file changes: RTW modified or full duty, anticipated surgery, or anything that may impact the file.

 2.3.3.5.8. Closure Report to be completed upon file closure within five days.

 2.3.3.5.9. CM cases will be staffed with claims adjuster and supervisor when case reaches 90 days of service. The staffing must include all requirements outlined in the

 [service guidelines](https://www.courts.ca.gov/documents/jbwcp-AIMS-Service-Guidelines.pdf) .

* 1. Medical Management and Utilization Review

2.4.1. Provide network development via PPO or MPN to mitigate medical costs.

2.4.2. Provide utilization review with some flexibility for express approvals by claims staff.

2.4.3. Provide bill review. For example, providing per bill + percent of savings beyond the fee schedule.

2.4.4. Ensure compliance with state WC laws regarding reporting of bill review and utilization review.

2.4.5. Leverage other network discounts and provider programs that will reduce medical costs to JBWCP.

2.4.6. Provide and/or establish strong quality control mechanisms to ensure efficiency and minimize errors; and produce periodic outcome reports for all programs measuring percent of Network Provider penetration and percent of “high quality” provider penetration rate.

* 1. Medicare Agent Services

2.5.1. In order to assist the JBWCP Member, as a Responsible Reporting Entity (RRE), in complying with the mandatory quarterly electronic reporting requirements issued by the Centers for Medicare/Medicaid Services (CMS) under the MMSEA regarding certain injured parties who are Medicare beneficiaries, Contractor is hereby designated the JBWCP Member’s Medicare Agent pursuant to the MMSEA.

2.5.2. Contractor shall provide assistance with JBWCP Member’s registration as an RRE within the required statutory timeframes required by CMS under the Act.

2.5.3. Contractor and JBWCP Member will establish an electronic data interface to facilitate the exchange of specific claims data (via a multi-line claim feed layout) required to be reported to CMS under the MMSEA; thereafter, as JBWCP Member’s designated Medicare Agent, Contractor will initiate a test file interface with CMS within the required statutory timeframes required by CMS under the MMSEA.

2.5.4. Upon successful completion of the test file interface, Contractor will commence an ongoing monthly query process on behalf of JBWCP Member where Contractor will transmit certain basic claims data elements (claimant name, social security number, date of birth and gender) on all of JBWCP Member’s open medical claims to determine if such claim data elements match a valid record indicating Medicare eligibility. Contractor will report the results of such query for Claims Examiner to review. In the event that a report determines any such claim is invalid due to an error or missing information, the Claims Examiner shall be responsible for reviewing, researching and correcting such claims data directly on the online claims system for resubmission by Contractor on the next monthly query process transmission.

2.5.5. Once it is determined that a claimant is Medicare eligible, Contractor will commence the transmission of mandatory quarterly electronic claims reporting of those claimants to the Coordination of Benefits Contractor (COBC) on JBWCP Member’s behalf within the specific 7-day reporting period assigned to JBWCP Member by CMS. A copy of the initial report shall also be posted by Contractor online. Contractor shall also put the initial report into a claims system (CCS) for JBWCP Member’s review. The COBC will confirm either acceptance of the Medicare eligible claims thus reported or return any files for which data is missing or incorrect. Contractor shall post online any error reports from the COBC showing such files containing missing or incorrect data for Claims Examiner to research and correct directly within the online claims data base. Once corrected, Contractor will resubmit such files to the COBC during the next quarterly reporting file.

2.5.6. Contractor, as JBWCP Member’s designated Medicare Agent, will continue to electronically transmit to the COBC on a quarterly basis all new and updated claims identified as JBWCP Member’s Medicare eligible claims.

2.5.7. Contractor, as JBWCP Member’s designated Medicare Agent, will also electronically transmit to the COBC any monetary settlement data received from JBWCP Member on JBWCP Member’s Medicare eligible claims.

2.5.8. Contractor, as JBWCP Member’s designated Medicare Agent, will also electronically transmit to the COBC any monetary settlement data received from JBWCP Member on JBWCP Member’s Medicare eligible claims.

* 1. Medicare Set-Aside Services

2.6.1. In the process of producing a Medicare Set-Aside allocation (“Medicare Set-Aside”), Contractor shall provide an extensive review of medical records and medical bills, producing a comprehensive report and cost projection for claim file documentation and possible CMS approval. CMS will review/approve the amount of money noted in the submitted Medicare Set-Aside, which indicates monies anticipated to be spent over the lifetime of the settlement for Medicare covered expenses related to the work injury.

2.6.2. JBWCP Member/carrier shall provide the Contractor’s Medicare Set-Aside hub office with a copy of the most recent two years of medical records and medical bills including indemnity payout, all operative reports, agreed medical evaluators (AMEs)/independent medical evaluators (IMEs)/qualified medical evaluators (QMEs), as well as orders rendered by the workers’ compensation judicial system. Contractor will use **Form No. 2 and 3** in order to obtain the above-described information. Contractor will forward the aforementioned forms to either the JBWCP Member or, at the JBWCP Member’s option, directly to counsel representing the Claimant in order to obtain the Claimant’s signature for the release of the described information.

2.6.3. The Contractor’s Medicare Set-Aside hub office will review the medical records and bill summary, prepare a detailed summary of the records and a projection for future medical expense that are Medicare eligible. The Contractor’s Medicare Set-Aside hub office will also provide a projection of those costs that are not Medicare eligible in order to provide the JBWCP Member with their total medical exposure.

2.6.4. The Contractor’s Medicare Set-Aside hub office will return the completed Medicare Set-Aside report to the JBWCP Member within fifteen (15) business days of receiving all relevant medical records and related information. If a rated age is warranted, the Contractor’s Medicare Set-Aside hub office will acquire same. If the Medicare status of Claimant is unknown or unclear, a request for Medicare status will be submitted to the Social Security Administration (SSA). Once the Medicare status is known, the COBC will be notified and conditional payments requested.

2.6.5. Upon JBWCP Member’s request, Contractor’s Medicare Set-Aside hub office will submit the data which includes the Medicare Set-Aside report, the tentative settlement amount, along with other required documentation, to CMS via certified mail. Upon receipt, Contractor’s Medicare Set-Aside hub office will forward the CMS Determination letter to the JBWCP Member. Final executed settlement documents (reflecting CMS recommended Medicare Set-Aside amount) will be provided to Contractor’s Medicare Set-Aside hub by the JBWCP Member/counsel and then forwarded by Contractor to CMS.

2.6.6. Contractor shall provide JBWCP Member quarterly activity report within twenty (20) business days following the applicable quarter.

* 1. Program Management, Oversight, and Maintenance

2.7.1. Flexibility and openness to member-specific requirements. Some members will have internal WC administration policies that differ from other members of the program.

2.7.2. Experienced, responsive, proactive, and consultative account management skills. The account manager must be empowered to make decisions within their organization and maximize the administrative efficiencies of the Contractor to support JBWCP.

2.7.3. Management structure that promotes flexibility, initiatives, and open communication throughout the entire organization.

2.7.4. Ability to work with the JBWCP to deliver customized member training and work with the program’s stakeholders (e.g., actuaries, risk consultants, auditors, and other member-selected WC vendors) to develop program enhancements as needed.

2.7.5. Development of reports for program management; pro-active partnership to identify trends with pro-active recommendations to mitigate further exposures and help develop policy recommendations for the program. Stewardship reports should be focused on combining historical loss trends and metrics with proactive solutions to improve overall program performance.

2.7.6. Incorporate client [service guidelines](https://www.courts.ca.gov/documents/jbwcp-AIMS-Service-Guidelines.pdf) that are clearly communicated to claims adjusters with updates as program needs change.

2.7.7. Employ a **replenishment account as specified in Section 2.2 of Exhibit B** to facilitate all WC payments.

2.7.8. Administrative fees must incorporate outcome-based performance guarantees.

2.7.9. Handling of all transition issues are performed timely and accurately.

2.7.10. Participate in monthly calls with the Program Administrator and consultant/broker to discuss the JBWCP’s progress.

2.7.11. The Contractor must conduct internal monthly meetings with all of the JBWCP’s claims adjusters to discuss issues, challenges, trends, changes in the account handling instructions or other program protocols, and provide agendas and minutes to the Program Administrator within two (2) days after each meeting, include the Program Administrator or designee when deemed necessary by all parties.

* 1. Risk Management Information System: Online Reporting and Customization

2.8.1. Claims system that has proven predictive modeling capabilities that identify WC claims with the probability of progressing into higher severity to enable the implementation of early intervention strategies to mitigate exposure.

2.8.2. Reporting that enables members to view up-to-date metrics directly in the system. The system must provide a means to receive clear visuals in real time of the claims adjustment status.

2.8.3. Provide an online RMIS that enables members to view up to date financial metrics in real time; system can also provide payment tracking for members.

2.8.4. Call center feeds directly into the claims management system.

2.6.5. Ease of access and compatibility with the client/member’s intranet.

2.8.6. Security measures are in place that provide members with different levels of system access based on the role and classification.

2.8.7. Provide an online, 24/7 RMIS for all members (approximately 150+ users) for immediate claims submission.

2.8.8. Provide an online RMIS that allows members access to all claims adjuster notes, financials, medical reports as permitted by law, and claims adjuster action plans.

2.8.9. Provide an online RMIS that allows members to generate reports such as open/closed claims, reserve information, type and cause of injury, and medical billings and payment data.

2.8.10. Customize the online RMIS to include member-specific location/department codes, occupational codes, claim type, and other fields as warranted by the program including modifiable data for cause, source, nature of injury, body part, and location structure.

2.8.11. Promote the use of the online RMIS to members and provide training or updates as needed to encourage and enable members to use the system.

2.8.12. Provide JBWCP Members the ability to generate ad hoc reports with multiple fields.

2.8.13. Provide a model application injured workers can download and use to obtain RX card, information on claims, payment of time loss, etc.

* 1. Audit Metrics, and Analysis

2.9.1. Provide monthly, quarterly, and annual metrics by JBWCP Member to the Program Administrator detailing the status of open claims, number of closed claims, incurred reserves, lost time and KPIs.

2.9.2. Conduct an analysis to identify trends or gaps and recommend information sharing or educational opportunities for the JBWCP Members as the need arises.

2.9.3. Conduct internal audits to ensure that all compliance standards, industry best practices and [JBWCP Service Guidelines](https://www.courts.ca.gov/documents/jbwcp-AIMS-Service-Guidelines.pdf) found in this Section 2.0, Services are met.

2.9.4. Internal policies in place to promote continuous improvements.

* 1. Training and Informational Material

2.10.1. Partner with the Program Administrator and/or consultant/broker as requested to participate in webinars or live trainings regarding WC claims and related topics.

2.10.2. Identify topics for training based on JBWCP Members’ frequently asked questions, claims file reviews, metrics and analysis, or requests from the Program Administrator.

2.11.3. Develop informational materials such as frequently asked questions, forms, or tip sheets as requested by the Program Administrator.

2.12.4. Conduct research regarding WC claims handling best practices, rules, regulation, codes, or other related information as requested by the Program Administrator.

* 1. Performance Guarantees

Contractor must have an internal performance guarantee policy that list proposed KPI metrics used to evaluate the program performance including but not limited to the following:

2.11.1. Increased Claim closures.

2.11.2. Severity vs. frequency.

2.11.3. Reduced medical spending.

2.11.4. Reduction in lost time days.

2.11.5. Reduction of litigation fees and expenses.

2.11.6. PPO network penetration.

2.11.7. Other KPI criteria.

2.11.8. Implementation satisfaction.

2.11.9. Fee adjustment if performance criteria are not met.

* 1. Transition Planning

The Contractor shall provide the Judicial Council and JBWCP Member with the following services (i) upon notice to the Contractor that the Agreement shall be terminated, or (ii) if the Judicial Council notifies the Contractor to commence such services, in the event that the Judicial Council does not intend to extend the Agreement past the current Term.

2.12.1. Developing, with the assistance of the Judicial Council, or its designee, a plan for the transition of the Work-in-progress at the end of the Agreement from the Contractor to the Judicial Council, or its designee.

2.12.2. Reviewing completed and partially completed work with the Judicial Council, or its designee, and transitioning responsibility or ownership to the Judicial Council, or its designee, including, without limitation, a recommended sequence for review and establishment of a series of briefings to accomplish knowledge transfer.

2.12.3. Providing copies of the completed and partially completed work, including, without limitation, indexing and defining location and form (electronic, paper copy, etc.) of such work.

2.12.4. Providing overall Program work plan status at point of Contract termination with the Judicial Council Program Administrator, or designee(s).

2.12.5. Conducting meetings to discuss status of work in progress, pending items and anticipated tasks with Judicial Council Program Administrator or designee(s).

2.12.6. Reviewing status of Program risks, issues, and corresponding action plans with Judicial Council’s Program Administrator, or designee(s).

2.12.7. Providing information and assistance as the Judicial Council, or its designee, may reasonably request relating to the function of the Key Personnel employed or contracted by the Contractor to perform the Work under the Agreement.

2.12.8. Providing bi-weekly status reports during transition period, and task-oriented status reports including, without limitation: week back and week forward status of tasks and other commitments, resolved and unresolved issues and risks, resource availability.

2.12.9. Assessing the status of all work in progress, pending items, and anticipated tasks at the time of the applicable termination including, without limitation, identifying the status of the work in process, identifying the extent of completion of the partially completed work, estimating requirements to complete the work, and identifying the contingencies or dependencies of the work on other concurrent or completed work. Upon request, providing data and loss reports to assist in any necessary reconciliation of data after transition of the program.

2.12.10. Provide close-out procedures for the Trust Account (Judicial Council’s Workers’ Compensation Replenishment Fund Account that cover reimbursement for claims expenses and settlement) that are mutually agreeable to the parties.

* 1. Minimum Performance Standards and Acceptance Criteria for Payment. The performance criteria set forth below will be used as indicators of successful performance. The Judicial Council will perform periodic audits of the Contractor, measuring the performance of the Contractor in each criterion. The Judicial Council audit will include an evaluation of the Contractor’s actual percentage score in each area below, based upon 100 percent. Success of the Contractor in achieving targeted criteria will be a factor in the Judicial Council’s decision to exercise options to extend the Agreement.

2.13.1. File Organization

All files are the property of the JBWCP Member and/or the Judicial Council and will be maintained in organized and bound files, and in chronological order with appropriate separation, i.e. privileged information is segregated from regular correspondence and medical and rehabilitation material are each in a separate section of the file.

2.13.2. File Documentation

i. A Claims status report including an action plan will be in each Indemnity Claim file (paper and/or online). This will include steps taken to move the file to conclusion in accordance with the proposed plan of action. The report will identify issues and the actions taken to finalize the Claim.

ii. All activities will be documented with appropriate detail, identify the author, date stamped, and be legible.

iii. File reviews will be conducted at the request of the JBWCP Member or the Judicial Council at a mutually agreed location and time.

2.13.3. Claims Diary

i. Every active indemnity file (which includes maintenance files with outstanding liens, legal issues, rehabilitation, or active medical treatment) will be reviewed and documented by the Senior Claims Examiner or Claims Examiner at least once every thirty (30) Days. Review of file may include follow-up contact with the Claimant.

ii. Consistent policies and procedures will include diaries for all client personnel assigned under the Agreement.

iii. Files of Claimants on Industrial Disability Leave (IDL) and Temporary Disability (TD) will be reviewed every fourteen (14) Days.

2.13.4. Supervision

i. Active files will contain evidence of participation by Claims Supervisors in the development of case strategy, quality control, and case management guidance as appropriate, or when requested by Claims Examiners or Claims Representatives.

ii. Delayed cases will be reviewed at a minimum at thirty (30), sixty (60), and ninety (90) Day intervals.

iii. Active cases will be reviewed every ninety (90) Days or sooner if requested.

iv. Caseloads for each Senior Claims Examiner and Claims Examiner assigned to the JBWCP Member will be reviewed by the Claims Supervisor every ninety (90) Days.

v. Claims supervisor will review and decide which cases are to be assigned to outside counsel in conjunction with the JBWCP Administrator and/or designee.

vi. The Contractor will notify the JBWCP Member and the Judicial Council monthly of any cumulative change in reserves of $5,000.00 or more per Claim.

2.13.5. Medical Control and Direction

i. The Contractor is responsible for coordinating the provision of prompt, appropriate and effective medical treatment for the Claimants.

ii. At the request of the JBWCP Member, or where the physician is failing to comply, the Contractor will send to any physician (with proof of service) a copy of the California Code of Regulations, Title 8, Section 9785 within five (5) Days.

iii. The Contractor will exercise all reasonable efforts to obtain necessary physician reports in accordance with California Code of Regulations, Title 8, Section 9785.

iv. Within fourteen (14) Days of notification of change of medical provider, the Contractor will send the complete medical file with the California Code of Regulations, Title 8, Section 9785 notification, a copy of the JBWCP Member’s Transitional Return-to-Work policy, and a written description of the Claimant's essential day-to-day job duties, tasks, and responsibilities.

v. The Contractor will respond to requests for authorization of treatment and surgery on accepted cases within two (2) working days.

vi. The Contractor will pay all bills within thirty (30) Days.

vii. Files will be reconciled for accuracy of payments at least once every twelve (12) months, and at the time the file is closed.

2.13.6. Reserves

i. Reserves will be set for probable outcome within the Contractor’s guidelines. Reserve amounts will be evaluated and adjusted on a regular basis, but at a minimum, any time the medical prognosis changes.

ii. The JBWCP Member will be specifically notified within thirty (30) Days when incurred costs on any Claim reach $25,000.00.

2.13.7. Excess Carrier Notification

If the JBWCP Member procures excess coverage, the Contractor will comply with the excess carrier's notification procedures.

2.13.8. Investigation

i. The Contractor will conduct a thorough investigation to determine if the Claim is a result of arising out of employment, or in the course of employment (AOE/COE) immediately upon receipt of the Claim.

ii. If additional investigation is necessary, the case will be assigned to a licensed investigator with Errors & Omissions Liability coverage limits of not less than $1,000,000.00 and must be coordinated through the JBWCP Member.

iii. The JBWCP Member must be notified of any investigation prior to the initiation of the investigation.

iv. Copies of investigation reports will be sent to the JBWCP Member.

2.13.9. Communication

i. The Contractor will complete four-point contact (Claims Examiner, Claimant, Claimant’s supervisor/JBWCP Member, and medical provider) within one (1) working day of receipt of notice of injury. If contact is not made on the first day, subsequent calls will be made daily until the Claimant is contacted.

ii. The Contractor will return all telephone calls within one (1) working day.

iii. All medical reports and copies of all correspondence will be mailed to the JBWCP Member Representative within three (3) working days.

iv. The Contractor will request medical releases within five (5) working days of file make-up, and will follow-up every thirty (30) Days until received.

v. The Contractor will request a wage statement for any Claimant earning less than maximum, as set by California legislature, within 5 days- notice of compensable disability.

vi. Accurate Claim information, including the current status report, will be available to the JBWCP Member and the State online.

vii. Communication with the Claimant will be available in the worker's primary language or translation available upon request.

2.13.10. Division of Workers’ Compensation Audit Unit (Audit Unit) Requirements

i. All JBWCP Member Claims will be administered in compliance with all Audit Unit standards.

ii. Penalties resulting from failure to administer in compliance with Audit Unit standards will be promptly disputed or paid with clear documentation of Contractor versus the JBWCP Member error.

iii. Reimbursement of Contractor penalties will be made in accordance with established [JBWCP Service Guidelines](https://www.courts.ca.gov/documents/jbwcp-AIMS-Service-Guidelines.pdf)

2.13.11. Litigation

i. Cases will be assigned to those defense firms selected by the JBWCP Member from the approved vendor panel.

ii. The Contractor will follow up with defense counsel if a case analysis is not completed within thirty (30) Days from date of referral.

iii. All notices of medical appointments are to be sent by the Contractor to relevant parties.

iv. The Contractor will attend all hearings unless the JBWCP Member waives attendance.

v. Attorney bills will be audited for accuracy by the Contractor.

vi. Subrogation will be pursued unless otherwise indicated by the JBWCP Member.

2.13.12. Finalization

i. A request for authority will be sent to the JBWCP Member thirty (30) Days after receipt of the final permanent and stationary report on non-litigated cases.

ii. In litigated cases, a request for authority will be sent to the JBWCP Member thirty (30) Days prior to defense counsel filing a Declaration of Readiness (DOR) to proceed, or five (5) Days after receipt of the DOR from applicant's counsel.

2.13.13. Rehabilitation

The Contractor will provide copies of all rehabilitation reports to JBWCP Member.

2.13.14. Confidentiality

Adherence to the Contractor's own internal confidentiality policy is required at all times. If there is a conflict or inconsistency, then Contractor’s confidentiality and data security obligations to the Judicial Council in this Agreement will prevail.

2.13.15. Reports

i. The Contractor will provide monthly progress reports as specified in the Agreement.

ii. The Contractor will produce an annual loss run, with reserves valued at a date specified by the JBWCP Member for the JBWCP Member’s annual actuarial report.

2.13.16. Fraud

i. Every Claim will be reviewed prior to assignment for compensability. If the Contractor believes that the facts merit delay, investigation will be initiated with the JBWCP Member’s approval.

ii. Complex Claims requiring outside investigators will be assigned to vendors approved by the JBWCP Member and the Judicial Council.

iii. All assignments will be limited and specific. The costs will be a portion of the Claim file’s Allocated Loss Expense. Upon submission, the JBWCP Member Representatives will identify Claims that require delay and investigation procedures to be initiated. Additionally, the Contractor’s staff will communicate with the JBWCP Member Representatives to identify submitted Claims that appear inappropriate.

iv. Upon mutual agreement and with the JBWCP Member’s approval, the Contractor will initiate and complete the appropriate investigation.

2.13.17. Case Closures

The Contractor’s management will closely monitor performance in this area. Cases will be closed consistent with the California Labor Code and best Claim practices. Management reports by type, office, and region will be produced monthly, and reviewed by the Contractor’s management to ensure that the goals are met.

2.13.18. Highest Standards of Fiscal Responsibility and Accountability

The Contractor will adhere to sound business practices and standards thus promoting the highest standards of fiscal responsibility and accountability.

* 1. **Project Managers.** The JBE’s project manager is: **[Insert name]**. The JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s project manager is: **[Insert name]**. Subject to written approval by the JBE, Contractor may change its project manager without need for an amendment to this Agreement.
	2. **Service Warranties.** Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. In the event any Deliverable does not to conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.
	3. **Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
	4. **Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all JBE-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
	5. **Stop Work Orders.**
		1. The JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree (“Stop Work Order”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.
		2. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The JBE shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:

i. The Stop Work Order results in an increase in the time required for, or in Contractor’s cost properly allocable to the performance of any part of this Agreement; and

ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the JBE decides the facts justify the action, the JBE may receive and act upon a proposal submitted at any time before final payment under this Agreement.

* + 1. The JBE shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.
1. Acceptance or Rejection. All Goods, Services, and Deliverables are subject to acceptance by the JBE. The JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the JBE within ten (10) business days after the JBE’s rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Good, Service, or Deliverable. The JBE may terminate that portion of this Agreement which relates to a rejected Good, Service, or Deliverable at no expense to the JBE if the JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

APPENDIX B

Payment Provisions

1. **General.**
	1. Definitions

"Allocated Loss Expense" refers to the cost or expense incurred as part of a loss on a Claim file that may include, but are not limited to the following: legal fees, court reporter fees, court costs, professional photographer fees, expert witness fees, subrosa investigation expenses, field investigation expenses, rehabilitation service costs, and costs or expenses for other similar services. Allocated Loss Expenses do not include fees payable by the Judicial Council to the Contractor, penalties payable by the Contractor, or payments for services covered under Claims Administration Services or Medicare Agent Services.

"Medical Management Service Charges" means the charges, as set forth in Section 2.0 of Appendix A. Services. Medical Management Service Charges are unrelated to the payment for services covered under Allocated Loss Expenses, or Claims Administration Cost.

* 1. Contract Amount
1. As set forth in this Exhibit B, the maximum amount which the Judicial Council may pay to the Contractor under this Agreement for performing the Work, as set forth in Appendix A, Services, shall not exceed the Contract Amount set forth in the Standard Agreement Coversheet. **The Contract Amount shall only be used to make payments for allowable Claims Administration Cost**.
2. Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, the rates, as set forth below in this Appendix B. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
* TBD
1. Claim payments, Allocated Loss Expenses, and Medical Management Service Charges are not included as part of nor shall they be paid from the Contract Amount.
	1. Invoicing and Payment
2. Invoicing. Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor’s invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.
3. Payment. The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Goods, Services, or Deliverables, in accordance with the terms of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor’s obligations under this Agreement.

1. No Implied Acceptance. Payment does not imply acceptance of Contractor’s invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.
2. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California,

c/o Branch Accounting and Procurement, Accounts Payable

455 Golden Gate Avenue, Sixth Floor

San Francisco, CA 94102-3688

1. Please note that invoices or vouchers not on printed bill heads shall be submitted with a signature of the Contractor or the person furnishing the supplies or services.
2. **Replenishment Fund Account**
	1. The Contractor will adhere to the reimbursement process as described below regarding the Judicial Council’s Workers’ Compensation Replenishment Fund Account (Trust Account) that coversreimbursement **for Claims Payments, Allocated Loss Expenses and Medical Management Services Charges**.
	2. Trust Account - Funding, Maintenance, and Method of Payment

2.2.1. The Contractor must establish and advise the financial institution where the Trust Account resides that the funds being deposited are public funds and, as a result, a Trust Account must be established to segregate these funds from other accounts, for use as specified under the Agreement. The Trust Account must be established in the Contractor’s name only. The Contractor’s financial institution must certify in writing the balances maintained in the Trust Account will be collateralized at all times pursuant to GC 16520-16554.

2.2.2. The Contractor shall deposit funds into the Trust Account and shall issue claim checks from check stock purchased by the Contractor. The Judicial Council shall provide a check to the Contractor for the initial deposit into the Trust Account, upon which the Contractor shall complete and return to the Judicial Council a Form for Receipt of Trust Account Funds, included herein as **Form 1 (**Form for Receipt of Trust Account Funds). The Trust Account shall be interest bearing unless otherwise agreed to or prohibited by law, and all interest accrued will belong to the Judicial Council.

2.2.3. The Judicial Council shall provide sufficient funds to the Contractor to maintain in the Trust Account in order for the Contractor to make timely **payments of all Claims, Allocated Loss Expenses, Medical Management Service Charges, and all other amounts** which the Contractor will be authorized or required to make pursuant to the Agreement. The Judicial Council shall provide funds to the Contractor to replenish the Trust Account for the Claims, Allocated Loss Expenses, and Medical Management Service Charges that were approved and actually paid. The Contractor shall deposit such reimbursements into the Trust Account and shall not use funds allocated for the Trust Account as reimbursement for any other purpose.

2.2.4. The Contractor will advise the Judicial Council whenever allocated loss or Medical Management Services may be required and will request its approval before incurring any Allocated Loss Expenses or Medical Management Service Charges. The Judicial Council will be liable for all pre-approved Allocated Loss Expenses and Medical Management Service Charges incurred by the Contractor in accordance with this provision. Any Allocated Loss Expenses and Medical Management Service Charges incurred by the Contractor prior to or without obtaining the Judicial Council’s prior approval will be solely the obligation of the Contractor and will be paid for directly by the Contractor, unless the failure to obtain prior approval is excused in writing by the Judicial Council.

2.2.5 Claim payments, Allocated Loss Expenses, and Medical Management Service Charges are not included as part of nor shall they be paid from the resulting Contract Amount. The Contract Amount shall only be used to make payments for allowable Claims Administration Cost.

2.2.6. The Contractor shall computer-generate the checks on blank check stock to personalize them. The checks will bear the Contractor’s name, not the Judicial Council’s name or any JBWCP Member name. The Contractor shall:

* + 1. Provide the Program Administrator, on a monthly basis, a copy of each check issued on the Trust Account, as may be requested by the Judicial Council.
		2. The Contractor will immediately reimburse the Trust Account the amount of any unauthorized withdrawals from the Trust Account, including all expenses incurred as a result of any such unauthorized withdrawal(s). The Contractor must maintain a check “match pay” bank service on the Trust Account during the term of the contract. A check “match pay” bank service prevents unauthorized checks from being paid from the Trust Account. The Contractor must maintain on the Trust Account throughout the term of the contract an ACH Debit Block bank service to prevent unauthorized ACH withdrawals from the Trust Account.
		3. Invoice the Program Administrator for charges the Contractor paid from the Trust Account, at the address set forth below or via e-mail to the Program Administrator and the Accounting Personnel. The Contractor will invoice the Judicial Council for Trust Account charges on a weekly basis. With each invoice requesting reimbursement for Trust Account charges, the Contractor shall submit a check register including, but not limited, the check amount, check date, check number, payee name, payment method, court name, payment transaction description, payment type such as indemnity, incident, Medical Management Service charges, and other information as may be required by the Program Administrator. The total amount of a check register must be equal to the amount requested for reimbursement on the accompanying Trust Account invoice.

Judicial Council of California,

Administrative Office of the Courts

Human Resources Services Office

c/o TBD, JBWCP Program Administrator

455 Golden Gate Avenue, Fifth Floor

San Francisco, CA 94102-3688

Email: TBD

* + 1. Deposit funds provided by the Judicial Council for the Trust Account into the Trust Account.
		2. Place stop pay orders at the bank as necessary.
		3. The Contractor shall provide the Judicial Council Accounts Payable Supervisor on a monthly basis, a copy of the Trust Account bank statement, a copy of the monthly Trust Account bank reconciliation and a copy of the outstanding checks list via e-mail. During the term of the Agreement, the Contractor shall direct the financial institution holding the Trust Account to send a copy of the monthly Trust Account bank statement directly to the Judicial Council Accounts Payable Supervisor via e-mail.

2.2.7. In the event the Trust Account falls below an amount that is required to enable the Contractor to make timely payments of (i) all Claims, Allocated Loss Expenses, Medical Management Service Charges, (ii) any single Claim equal to or greater than $500,000.00, and (iii) all other amounts which the Contractor is authorized or is required to make, pursuant to this Agreement or otherwise on behalf of the Judicial Council, the Contractor shall request the Judicial Council, by written notice via email, to make funds available to the Contractor for the sole purpose of replenishing the Trust Account. For each such notice, the Contractor shall include the current Trust Account amount; the amount of pending request(s) for reimbursement from the Trust Account, including copies of the check register and invoices(s); and, the amount of the additional funding requested to replenish the Trust Account. The Judicial Council shall provide funding to the Contractor for the purposes of replenishing the Trust Account within three (3) weeks of receipt of the Contractor Notice. Upon receipt of the additional Trust Account funding, the Contractor shall complete and return to the Judicial Council a Form For Receipt of Trust Account Funds, included herein as **Form 1**.

2.2.8. The Contractor shall ensure the security of all check supplies.

2.2.9. The Contractor shall provide the Program Administrator and the Judicial Council’s Accounts Payable Supervisor via e-mail with a Claim summary report on a monthly basis which identifies monthly reconciliations of the Trust Account, including when requested, reconciliations of loss runs for amounts expended from the Trust Account and identification of the amounts paid on behalf of each JBWCP Member.

2.2.10. Within ninety (90) days of any expiration or termination of the Agreement, the Contractor will remit to the Judicial Council the balance in the Trust Account including any interest accrued.

* 1. **No Advance Payment.** The JBE will not make any advance payment for Services.
1. **Payment for Claims:**
2. Medical Only Claim Handling – Per Claim: $[Amount]
3. Lost Time Claim – Per Claim: $[Amount]
4. Record Only Claim – Per Claim: $[Amount]
5. Take Over Open Claim Fee – Medical and Indemnity – Per Claim: $[Amount]
6. **Medicare Agent Services and Medical Management Services:**
7. Medicare Agent Services

|  |
| --- |
| **Medicare Agent Service** |
| Medicare Setup Fee:  |
| Monthly Maintenance Fee: |
| Medicare Submission Reporting/Quarterly: |
| Copy of Medicare Submission Reporting/Quarterly: |
| Medicare Set-Aside Allocation Report: |
| Other Medicare Agent Services charges: |

1. Medical Management Services

|  |
| --- |
| **Medical Management Service** |
| PPO Setup Fee: |
| PPO Maintenance/Ongoing: |
| MPN Setup Fee: |
| MPN Maintenance/Ongoing: |
| Prescription Drug Benefit Program Setup Fee:  |
| Prescription Drug Benefit Program Maintenance/Ongoing: |
| Medical Bill Review Per Line Fee: |
| Medical Bill Review Flat Fee Per Bill: |
| Medical Bill Review Guaranteed Savings % : |
| Utilization Review (Standard)” |
| Utilization Review (Physician Review/Peer Review): |
| Nurse Case Management Triage: |
| Nurse Case Management Telephonic Case Management (TCM): |
| Nurse Case Management Field Case Management (FCM): |

1. **Option Term Price Adjustment.** The Judicial Council will perform periodic audits of the Contractor to measure the performance of the Contractor in the criteria outlined in section 2.13, Minimum Performance Standards and Acceptance Criteria for Payment of Appendix A.If the Judicial Council elects to extend the Term of the Agreement, the Judicial Council may, at it sole option, implement a price adjustment in accordance with the table below, provided that any price adjustment implemented by the Judicial Council (whether an increase or decrease) of the claims administration fees or rates may not exceed a maximum increase of **3.5%** for each Option Term as long as the below provisions are met, or a **reduction of 2%** if the results of the audit scores are below 80 percent. Notwithstanding the foregoing, regardless of any audit score 80 and above, the Judicial Council in its sole discretion may decide to not implement any payment increase.

|  |  |
| --- | --- |
| **Audit Score** | **Provisional Term** |
| Above 95 | Up to a maximum of 3.5% increase on the next Option Term |
| 90-95 | Up to a maximum of 2% increase on the next Option Term |
| 80-89 | 0% increase on next Option Term |
| Below 80 | Reduction of 2% of total Agreement cost |

1. **Taxes. Unless** otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

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APPENDIX C

General Provisions

1. **Provisions Applicable to Services**
	1. **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor’s duties. If the JBE is dissatisfied with any of Contractor’s personnel, for any or no reason, Contractor shall replace them with qualified personnel.
	2. **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
	3. **Background Checks.**  Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor’s personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.
2. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBE if any representation and warranty becomes untrue. Contractor represents and warrants as follows:
	1. **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor’s signatory has authority to bind Contractor to this Agreement.
	2. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.
	3. **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
	4. **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities. Contractor does not have any conflict of interest that would prevent or impede Contractor working with the following entities, in connection with the performance of Contractor’s obligations under this Agreement: Prime Acturarial Consulting, LLC, dba Bickmore Acturarial; Sedgwick Claims Management Services, Inc./ Merriwether & Williams Insurance Services, Inc.; Marsh USA Inc., dba Marsh Risk & Insurance Services.
	5. **No Interference with Other Contracts.** To the best of Contractor’s knowledge, this Agreement does not create a conflict of interest or default under any of Contractor’s other contracts.
	6. **No Litigation.**No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor’s ability to perform the Services.
	7. **Compliance with Laws Generally.** Contractor complies with all laws, rules, and regulations applicable to Contractor’s business and services and this Agreement, including but not limited to all applicable healthcare-related laws (including the Health Insurance Portability and Accountability Act (HIPAA)), and the California Labor Code.
	8. **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
	9. **No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
	10. **Noninfringement.** The Goods, Services, Deliverables, and Contractor’s performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party’s intellectual property right.
	11. **Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.).Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of nondiscrimination.
	12. **National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.
3. **Insurance**

**3.1 Basic Coverage.** Contractor shall provide and maintain at the JBE’s discretion and Contractor’s expense the following insurance during the Term:

* + 1. *Commercial General Liability.*The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability “occurrence” form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract.The policy must provide limits of at least $1,000,000 per occurrence and annual aggregate.
		2. *Workers Compensation and Employer’s Liability.*The policy is required only if Contractor has employees. The policy must include workers’ compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer’s liability bodily injury at minimum limits of $1,000,000 per accident or disease.
		3. *Automobile Liability.*This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor’s performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least $1,000,000 per occurrence.
		4. *Professional Liability.*This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor’s performance of Services under this Agreement, at minimum limits of $1,000,000 per occurrence and annual aggregate. If the policy is written on a “claims made” form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that activities commence pursuant to this Agreement.
		5. *Commercial Crime Insurance.*This policy is required only if Contractor handles or has regular access to the JBE’s funds or property of significant value to the JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be $**[Dollar amount]**.
	1. **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
	2. **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
	3. **Deductibles and Self-Insured Retentions.** Contractor shall declare to the JBE all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed $100,000 per occurrence are subject to the JBE’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.
	4. **Additional Insured Endorsements.** Contractor’s commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
	5. **Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the JBE certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written notice to the JBE in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the JBE.
	6. **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
	7. **Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer’s liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the JBE, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
	8. **Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
	9. **Consequence of Lapse.** If required insurance lapses during the Term, the JBE is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
1. **Indemnity.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys’ fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the JBE’s prior written consent, which consent shall not be unreasonably withheld; and the JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor’s duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
2. **Option Term.** The JBE may, at its sole option, extend this Agreement beyond the Initial Term for **three (3) consecutive two (2)-year terms** identified as follows:

i. [Date] through [Date] (“First Option Term”).

ii. [Date] through [Date] (“Second Option Term”).

iii. [Date] through [Date] (“Third Option Term”).

In order to exercise each Option Term, the JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term or the then-current Option Term. The exercise of an Option Term will be effective without Contractor’s signature.

1. **Tax Delinquency.** Contractor must provide notice to the JBE immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts. The JBE may terminate this Agreement immediately “for cause” pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
2. **Termination**
	1. **Termination for Convenience.** The JBE may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the JBE, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
	2. **Termination for Cause.** The JBE may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
	3. **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
	4. **Termination for Changes in Budget or Law.** The JBE’s payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The JBE may terminate this Agreement or limit Contractor’s Services (and reduce proportionately Contractor’s fees) upon Notice to Contractor without prejudice to any right or remedy of the JBE if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the JBE determines that Contractor’s performance under this Agreement has become infeasible due to changes in applicable laws.
	5. **Rights and Remedies of the JBE.**
		1. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JBE immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the JBE may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the JBE’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
		2. *Replacement.*  If the JBE terminates this Agreement in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the JBE for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JBE. Contractor shall continue any Services not terminated hereunder.
		3. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the JBE with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the JBE shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JBE’s termination is not for cause, the JBE shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JBE’s termination Notice.
	6. **Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.
3. **Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.
4. **Notices.** Notices must be sent to the following address and recipient:

|  |  |
| --- | --- |
| **If to Contractor:** | **If to the JBE:** |
| [name, title, address] | [name, title, address] |
| With a copy to: | With a copy to: |
|  |  |

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

1. Provisions Applicable to Certain Agreements. The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.
	1. **Union Activities Restrictions.** *If the Contract Amount is over $50,000, this section is applicable.* Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
	2. **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity.
	3. **Child Support Compliance Act.** *If the Contract Amount is $100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
	4. **Priority Hiring.** *If the Contract Amount is over $200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.*  Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
	5. **Iran Contracting Act.** *If the Contract Amount is $1,000,000 or more and Contractor did not provide to JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.*  Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending $20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).
	6. **Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The JBE may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days’ Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
	7. **DVBE Commitment.**  *This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement.* Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the JBE: (1) the total amount of money and percentage of work that Contractor committed to provide to each DVBE subcontractor and the amount each DVBE subcontractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.
	8. **Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.
	9. **Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
2. **Miscellaneous Provisions.**
	1. **Independent Contractor.** Contractor is an independent contractor to the JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBE. Contractor has no authority to bind or incur any obligation on behalf of the JBE. If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement immediately upon Notice.
	2. **GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
	3. **Audit.** Contractor must allow the JBE or its designees to review and audit Contractor’s (and any subcontractors’) documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
	4. **Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Goods. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
	5. **Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE’s express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The JBE owns all right, title and interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon the JBE’s request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor’s obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBE shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
	6. **Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the JBE ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.
	7. **Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the JBE.
	8. **Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
	9. **Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
	10. **Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the JBE. A waiver of enforcement of any of this Agreement’s terms or conditions by the JBE is effective only if expressly agreed in writing by a duly authorized officer of the JBE. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
	11. **Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
	12. **Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
	13. **Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
	14. **Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
	15. **Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.
	16. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.
	17. **Subcontractors.** The Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the JCC. Identify any service(s) you intend to sub-contract to others.

The Contractor shall include any subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor.

No subcontract shall relieve the Contractor of its responsibilities and obligations. The Contractor agrees to be as fully responsible to the JCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. Neither the JCC nor any other judicial branch entity shall have any obligation to pay any moneys to any subcontractor.

Notwithstanding any provision to the contrary, all subcontractors are subject to prior approval by the JCC. By entering into this Agreement, Contractor certifies that it has confirmed that its subcontractors are in compliance with the certifications, representations, warranties, requirements, and provisions in this Agreement

1. **Data Security.**

12.1 Contractor shall comply with the Data Safeguards. “Data Safeguards” means the highest industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the JCC Data, and such other related safeguards that are set forth in applicable laws, or pursuant to JCC policies or procedures. “JCC Data” means the Confidential Information and any other individually identifiable data, or content that is provided to or accessed by Contractor.

12.2 Contractor shall implement and maintain a comprehensive information security program (“Contractor’s Information Security Program”) in accordance with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of JCC Data, as well as privacy and data security requirements and standards set forth in the JCC’s policies or procedures.

12.3 Unauthorized access to, or use or disclosure of JCC Data (including data mining, or any commercial use) by Contractor or third parties, is prohibited. Contractor shall not, without the prior written consent of an authorized representative of the JCC, use or access the JCC Data for any purpose other than to provide the services under this Agreement. In no event shall Contractor transfer the JCC Data to third parties, or provide third parties access to the JCC Data, except as may be expressly authorized by JCC. Contractor is responsible for the security and confidentiality of the JCC Data. As between the JCC and Contractor, JCC owns and retains all right and title to the JCC Data, and has the exclusive right to control its use.

12.4 No Services shall be provided from outside the continental United States. Remote access to JCC Data from outside the continental United States is prohibited unless approved in writing in advance by JCC. The physical location of Contractor’s data center, systems, and equipment where the JCC Data is stored shall be within the continental United States. Contractor shall ensure that access to the JCC Data will be provided to the JCC (and its authorized users) 24 hours per day, 365 days per year (excluding agreed-upon maintenance downtime). Upon the JCC’s request, all JCC Data in the possession of Contractor shall be provided to JCC in a manner reasonably requested by JCC and all copies shall be permanently removed from Contractor’s system, records, and all subsequent use of such information by Contractor shall cease.

12.5 Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the highest industry standards, applicable laws, this Agreement, and JCC policies and procedures.

12.6 If there is a suspected or actual Data Breach, Contractor shall notify the JCC in writing within eight (8) hours of becoming aware of such occurrence. A “Data Breach” means any access, destruction, loss, theft, use, modification or disclosure of the JCC Data by an unauthorized party. Contractor’s notification shall identify: (i) the nature of the Data Breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and shall provide appropriate updates regarding findings and actions performed by Contractor until the Data Breach has been resolved, and Contractor has taken measures satisfactory to the JCC to prevent future Data Breaches. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JCC. The JCC and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JCC, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach, Contractor shall at its expense have an independent, industry-recognized, JCC-approved third party perform an information security audit. The audit results shall be shared with the JCC within seven (7) days of Contractor’s receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JCC with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

12.7 Contractor shall promptly notify the JCC upon receipt of any requests which in any way might reasonably require access to the JCC Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement or JCC Data without first notifying the JCC. Contractor shall provide its intended responses to the JCC with adequate time for the JCC to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JCC unless authorized in writing to do so by the JCC.

12.8 For ninety (90) days prior to the expiration date of this Agreement (“Transition Period”), or upon notice of termination of this Agreement, Contractor shall assist, at no extra fees, the Licensee in extracting and/or transitioning all JCC Data in a format reasonably requested by the JCC.

APPENDIX D

Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

1. **Contract Related Defined Terms**
2. **“Agreement”** is defined on the Coversheet.
3. **“Contractor”** is defined on the Coversheet.
4. **“Confidential Information”** means: (i) any information related to the business or operations of the JBE, including information relating to the JBE’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JBE’s satisfaction that: (a) Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.
5. **“Consulting Services”** refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.
6. **“Contract Amount”** is defined on the Coversheet.
7. **“Coversheet”** refers to the first page of this Agreement.
8. **“Deliverables”** means all deliverables produced or provided by Contractor in connection with the Services and this Agreement.
9. **“Effective Date”** is defined on the Coversheet.
10. **“Expiration Date”** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.
11. **“Goods”** means all goods provided by Contractor under this Agreement.
12. **“Initial Term”** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.
13. **“JBE” is defined on the Coversheet.**
14. **“Judicial Branch Entity”** or **“Judicial Branch Entities**” means any California superior or appellate court, the Judicial Council of California, the Habeas Corpus Resource Center, the California Judicial Center Library, and the Commission on Judicial Performance.
15. **“Judicial Branch Personnel”** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.
16. **“Notice”** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.
17. **“Option Term”** means a period, if any, through which this Agreement may be or has been extended by the JBE.
18. **“PCC”** refers to the California Public Contract Code.
19. **“Services”** means all services provided by Contractor (including its subcontractors) under this Agreement, including those set forth in Appendix A.
20. **“Stop Work Order”** is defined in Appendix B.
21. **“Term”** comprises the Initial Term and any Option Terms.
22. **Claims Related Defined Terms**
23. “**AOE**” is an acronym for “arising out of employment.”
24. “**Claim**” means a demand by an employee who claims to have sustained an injury or an illness arising out of employment (AOE), or in the course of employment (COE).
25. **“Claimant”** means an employee of a JBWCP Member who files a Claim for Workers’ Compensation.
26. **“Claims Adjusting”** means the processing of Claims, including New Claims, Existing Claims, Runoff Claims, and Data Conversion that includes, but is not limited to: certifying a Claimant’s eligibility; monitoring examiners, attorneys and medical service providers; negotiating settlements; record-keeping; preparing reports; and, notifying excess insurers as appropriate.
27. **“Closed Claim File**” means (i) Claim files closed by settlement which precludes their reopening, (ii) administratively closed files which may be subject to reopening for the life of the Claimant, or (iii) files closed by settlement which could later be reopened.
28. **“COE”** is an acronym for “in the course of employment.”
29. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
30. **“Day”** means calendar day, unless otherwise specified.
31. **“Existing Claim”** refers to any open or closed Incident, Indemnity, or Medical Claim of a JBWCP Member’s employee, for which Claims Administration and Data Conversions becomes the responsibility of the Contractor, upon the Effective Date of this Agreement.
32. **“Field Case Management”** or **“FCM”** refers to the Medical Management Service pertaining to the initial contact that the Nurse Case Manager (NCM) will make with the Claimant, the claims examiner, the medical provider, and the JBWCP Member Representative within 24 – 48 hours to direct care, apply medical decision to treatment plan, and review protocols of treatment and work on issues of return-to-work.
33. **“Hospital Bill Audit”** refers to the Medical Management Service pertaining to the retrospective audit which is designed to identify inappropriate charges, duplicate charges, billing errors, identification of services rendered without appropriate physicians’ orders, and identification of charges not related to the patients’ work injury.
34. **“Incident”** means a communication to the Contractor in any form relating to a situation that does not involve a Workers’ Compensation Claim, or a notification of an incident that may result in a Claim for Workers’ Compensation pending further investigation.
35. **“Indemnity Claim”** or **“Lost Time**” refers to a Workers’ Compensation Claim as defined in Labor Code Section 4652, where an employee has lost three (3) or more days from work, unless temporary disability continues for more than fourteen (14) days or unless the employee is hospitalized as an in-patient for treatment required by the injury.
36. **“Industrial Disability Leave”** or **“IDL”** refers to a salary continuation program designed to supplement or function as an alternative to the WC benefit.
37. **“Medical”** refers to that portion of a Workers’ Compensation Claim involving medical treatment, but does not include an Indemnity or Lost Time Claim.
38. **“Medical Bill Review”** refers to the Contractor’s Medical Management Service pertaining to the reviewing medical bills and pharmacy bills for the proper application of the state of California’s official Workers’ Compensation medical fee schedule in effect during the Term(s) of the Contract.
39. **“Medical Management Service”** means the medical service(s) relying primarily upon negotiated fee schedules, provided by a network of contracts between the Contractor and health care providers, and other cost controls, including the auditing of medical bills (i.e. bill reviews), as described in Appendix A, Services.
40. **“Medical Provider Network” or “MPN”** means a select entity or group of providers, approved by the Administrative Director, Division of Workers’ Compensation, Department of Industrial Relations, State of California, to treat WC injuries on behalf of a self insured employer or insurance carrier.
41. **“Medicare Agent Services”** refers to the services provided by the Contractor under designation by the State as Medicare Agent and as a Responsible Reporting Entity (RRE), in complying with the mandatory quarterly electronic reporting requirements issued by the Centers for Medicare/Medicaid Services (CMS) under the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) regarding certain injured parties who are Medicare beneficiaries.
42. **“Medicare Set-Aside”** refers to when a portion of a Claimant’s WC settlement is set aside to pay for future medical or prescription drug services related to the injury, illness, or disease. The amount of the set aside is determined on a case-by-case basis and reviewed by Centers for Medicare/Medicaid Services (CMS), when appropriate.
43. **“New Claim”** means any Incident, Indemnity Claim, or Medical Claim that is either (i) newly reported as a new injury or illness arising out of employment (AOE), or in the course of employment (COE), or (ii) a Claim that is reopened. If a Claim that has been closed by the Contractor is subsequently reopened by the Contractor during any Term(s) of the Agreement, the Contractor will not be entitled to an additional service fee.

**“Nurse Case Management”** or **“NCM”** refers to the collaborative process of assessment, planning, facilitation and advocacy for options and services to meet a Claimant’s individual medical needs, and ultimate return to work, through communication and available resources to promote quality cost-effective outcomes.

1. **“Peer Review”** refers to the Medical Management Service in which an individual case by case review of treatment for medical necessity and appropriateness is conducted by a licensed health care provider in the same profession as the health care provider whose services are being reviewed.
2. **“Preferred Provider Organizations (PPO) Network”** or **“PPO Network”** refers to the Medical Management Service pertaining to the provider organizations used by the Contractor to leverage coverage of medical treatment, including but not limited to: general medicine, internal medicine, occupational medicine, chiropractic, neurology, orthopedics, psychiatry, podiatry, dentistry, physical therapy, and acupuncture, pharmaceuticals, radiology, and ancillary providers such as home health, skilled nursing, durable medical equipment (orthotics and prosthetics, medical supplies, TENS, and bone growth stimulators), air and ground transport.
3. **“Risk Management Information System”** or **“RMIS”** refers to computerized claims management or risk management information systems that assist in consolidating claims, policy, and exposure information and provides the tracking and management reporting capabilities to enable the user to access, enter, monitor, and control claims data.
4. **“Runoff Claim”** refers to any Incident, Indemnity, or Medical Claim of a Trial Court employee that has been administered by a designated agent or the county in which the Trial Court is located, for which Claims Administration and/or Data Conversion will become the Contractor’s responsibility.
5. **“Trust Account”** refers to the pooled trust account of public funds established by the Contractor in a nationally chartered financial institution, in good standing with regulatory agencies and with a minimum rating of Morningstar 3, which is insured at 110% collateralization, for the payment of Workers’ Compensation benefits, Allocated Loss Expenses, and Medical Management Service Charges to individual Claim files.
6. **“Utilization Review”** refers to Medical Management Service pertaining to the telephonic contact that will be made by the Contractor’s utilization management staff to both the JBWCP Member Claimant and the provider in order to assess the injury and the medical treatment. Under Utilization Review, the Contractor will review for a specific procedure or block of treatment, including physical therapy, chiropractor review, hospital pre-certification, concurrent review, and discharge planning. Bills for MPN providers shall not be subject to Utilization Review.
7. **“Workers’ Compensation”** or **“WC”** refers to the employer’s responsibility to compensate injuries, illnesses, disabilities, or death of employees, as prescribed by California Workers’ Compensation laws.
8. **“Workers’ Compensation Program”** or **“Program”** or **“Judicial Branch Workers’ Compensation** **Program” or “JBWCP”** refers to all activity relative to this Agreement including activity of the Contractor, its subcontractors, the State, and the JBWCP Members.

APPENDIX E

**UNRUH CIVIL RIGHTS ACT AND**

**CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of $100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of $100,000 or more.

**CERTIFICATIONS:**

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);

2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);

3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**

4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document.

|  |  |
| --- | --- |
| *Contractor Name (Printed)* | *Federal ID Number* |
| *By (Authorized Signature)* |
| *Printed Name and Title of Person Signing* |
| *Date Executed* | *Executed in the County of \_\_\_\_\_\_\_\_\_ in the State of \_\_\_\_\_\_\_\_\_\_\_\_* |

**FORM #1**

**FORM FOR RECEIPT OF TRUST ACCOUNT FUNDS**

*The Contractor,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby acknowledges receipt of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) of public funds to be deposited into the Trust Account pursuant to Contract Number \_\_\_\_\_\_\_\_\_\_\_ (“Agreement”) between the Judicial Council of California (“the State”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Contractor”). Such amount is to be used solely for the purposes described in the Agreement.*

***Authorized Representative of the Contractor***:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature*

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

END OF FORM #1

FORM #2

**CMS / Medicare**

**CONSENT TO RELEASE of INFORMATION**

The Privacy Act of 1974 (Public Law 93-579) prohibits the government from revealing information from personal files without the express written permission of the person involved. Disclosure of personal records to an attorney or other representative who is acting on behalf of another person is prohibited, unless the individual to whom the record pertains has consented.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby authorize the Centers for Medicare & Medicaid Services (CMS), its agents and/or contractors to disclose, discuss, and/or release, orally or in writing, information related to my worker’s compensation injury and/or settlement to the individual(s) and/or firm(s) listed below.

**Please Check: *Name*/*Address/phone/fax/email***

( ) Claimant’s attorney

( ) Employer’s attorney

( ) Workers’ compensation carrier

( X ) Medicare Set-Aside Consultant TBD

How long can we give out the information? (Check one)

( ) Ongoing, beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Month/Date/Year

( ) Limited time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Month/Date/Year Month/Date/Year

( ) One time only

Claimant’s Signature Date

Social Security Number or Health Insurance Claim # Date of Injury

**If your Power of Attorney (POA) or legal representative signs this form for you, a copy of their POA or representation papers must be sent to us with this form.**

Completion and signing of this consent form:

* Authorizes release of information to the person named above upon their request. This means that information disclosed to the above named person may be re-disclosed by them and may no longer be protected by law.
* Allows release of Medicare claims and other information related to your injury/illness.
* Is for release of information purposes only and does not affect benefits you are entitled to under the Medicare Program.

You have the right to revoke your authorization at any time in writing, except to the extent that CMS has already acted based on your permission. To revoke, send a written request to the address listed below:

**Medicare Secondary Payer Contractor**

**Post Office Box 33828, Detroit, MI 48232-5828**

END OF FORM #2

**FORM #3**

**DISCLOSURE/CONFIDENTIALITY OF INFORMATION**

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END OF FORM 3