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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer
Rebecca Littlejohn, Risk Management Officer

Meeting Date June 25, 2025

Subject TriStar Claims Management Services, Inc. - Workers Compensation and Managed Care Claims Administration

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Ask of the Board Approval by the Oakland Unified School District Board of Education for TriStar Claims Management Services, Inc. (TriStar) to continue to administer the Workers' Compensation and Managed Care Claims Administration.

Background TriStar Claims Management Services, Inc. is the incumbent (having purchased Hazelrigg) and has been providing the District with Workers' Compensation claims administration and managed care services to the District for five (5) years.

Discussion The current contract expires June 30, 2025. Third Party Administration (TPA) and managed care services were competitively bid. Administration costs cover such things as the claims manager and examiners who work with our staff and manage care fees cover costs related to the claim such as bill review, utilization review, nurse case management, etc. In reviewing the managed care fees, administration fees, positive history, potential disruption to injured workers and cost for set up, TriStar was awarded the contract.

Fiscal Impact The District is self-insured up to $500,000 with excess provided through the participation in the Joint Powers Authority (JPA) PRISM with statutory limits. Funding for the Districts mandatory Workers' Compensation program is through the Fund 67 - Self Insured Fund under Resource 9030. After the Best and Final Offer, TriStar Fees shall be not-to-exceed:

- First Year $834,200
- Second Year $867,568
- Third Year $902,277
- Fourth Year $929,745
- Fifth Year $966,934

Attachment(s)

- Request for Proposal/Request for Qualification (RFP) #25-156RM
- Addendum 1 Request for Proposal (RFP) 25-156RM
- Addendum 2 Request for Proposal (RFP) 25-156RM
- Proposal Received by TriStar Claims Management Services, Inc.
- Notice of Intent to Award

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal/Request for Qualification (RFP) #25-156RM

THIRD-PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MANAGED CARE SERVICES FOR RISK MANAGEMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601

email: procurement@ousd.org
phone: (510) 879-2990

Proposals Due:
April 21, 2025 @ 2:00pm

THE TERMS AND CONDITIONS OF THIS SOLICITATION ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

Table Of Contents

Schedule Of Events

The following schedule will be used by the District.

DATE	ACTION
Solicitation First Posted:	February 28, 2025
Pre-Bid Conference*:	March 18, 2025 @ 1:00 p.m. pst (Zoom link on Procurement Website)
Deadline for Questions:	March 21, 2025 @ 2:00 p.m. pst
Proposal/Bid Submitted to District:	**April 4, 2025 @ 2:00 p.m. pst**
Potential Interviews (If Necessary):	April 21, 2025 - April 23, 2025
Selection Notice(s):	May 2025
Contract Start Date:	Jul 1, 2025

***What is a Pre-Bid Conference?** A pre-bid conference is an opportunity to ask members of the selection team any questions you may have, and/or clear up any confusion regarding project details/scope of work. Optional Online Meeting.*

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary.
The District reserves the right to amend or cancel this proposal at any time.
Proposers are responsible for viewing any new changes related to this proposal online at https://www.ousd.org/bidopportunities.

If a proposer desires any clarification or questions of any kind regarding this solicitation, the proposer must make a written request and should be addressed via email to:

Procurement Department
procurement@ousd.org

NOTE: Contacting Board members and/or any District staff other than the procurement analyst who is outlined above, may disqualify the proposer from the selection process.

Background Information

The Oakland Unified School District (OUSD) is the eleventh largest school district in California. OUSD located in and is approximately coterminous with the City of Oakland, California, and is located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco. The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates twenty-eight (28) child development centers, forty-five (45) elementary schools, eleven (11) middle schools, nine (9) high schools, four (4) K-8, three (3) 6-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. The District currently has 4,400 employees. We encourage you to visit our website (http://www.ousd.org) for more information about our District.

Introduction

The Oakland Unified School District (OUSD) is seeking competitive proposals from qualified Third-Party Administrators (TPA's) for the administration of OUSD's workers' compensation claims, including bill review, utilization review, and nurse case management services (collectively referred to as managed care services). Managed Care Service providers are also welcomed to provide a proposal for their area of interest. OUSD is interested in service providers with experience in public entity workers' compensation self-insurance programs who promote a proactive approach to managing and administering benefits in accordance with California State laws and statutes with a focus on quality care.

OUSD may elect to award separate contracts for claims administration, bill review, utilization review, and nurse case management services or may elect to award one contract for all services to one firm, whichever is determined to be in OUSD's best interest. Interested bidders are welcome to respond to this entire Request for Proposals (RFP), or they may respond only to claims administration or may respond to one or more of the managed care services. If one or more firms are awarded managed care service contract(s), the selected TPA must have the capability to work with these firms.

It is OUSD's intent to enter into a contract with one or more experienced firms to provide claims administration and managed care services for all new and existing workers' compensation claims for all policy periods beginning July 1, 2025. OUSD prefers to enter into a three (3) year contract effective July 1, 2025 - June 30, 2028 , with the option to renew subsequent years; therefore, proposals for claims administration shall include, at a minimum, projections for fourth- and fifth-year renewals.

Costs for developing proposals are entirely the responsibility of the bidder. Responding to the RFP shall not be chargeable in any way to OUSD. This RFP is not in any way to be construed as an agreement, obligation, or other contract between OUSD and any person or firm submitting a proposal. The proposal will not constitute an agreement but rather will supply provisions that will be incorporated by reference into a contract between the parties for claims administration and managed care services.

Proposals shall be reviewed by OUSD, and those deemed to be most qualified in the sole discretion of OUSD shall be scheduled for an interview with a review panel. Bidder interviews will be scheduled at the discretion of OUSD, and bidders shall incur any expense associated with such presentation.

Bidders not available to attend the interviews may be removed from further consideration. OUSD reserves the right to forgo the interview process.

OUSD will not discriminate based on race, color, ancestry, religion, creed, national origin, gender, sexual orientation, physical handicap, age, and marital status in the award or performance of any contract or subcontract resulting from or relating to this RFP.

OUSD reserves the right to withdraw this RFP at any time without prior notice. OUSD also makes no representation that any contract will be awarded to any bidder responding to this RFP. OUSD expressly reserves the right to reject any and all proposals and to be the sole judge of the responsibility of any bidder and of the suitability of the materials and/or services to be rendered. OUSD reserves the right to waive any minor irregularities, informalities, or oversights at its sole discretion. The term "minor" as used herein means any bidder or OUSD irregularities or oversights that does not materially affect or alter the intent and purpose of the RFP and does not provide an unfair advantage or disadvantage to a bidder.

OUSD reserves the right to contract directly with any managed care service provider (i.e., bill review, utilization review, nurse case management) that it deems would better serve OUSD for cost efficiency and service delivery. It is expected that the claims administration firm shall cooperate with any such managed care service provider.

Any party submitting a proposal shall not contact or lobby any OUSD member (except those specified for contact) or agent regarding the RFP. Any firms attempting to influence or circumvent the RFP, bid submittal, and review process may have their bid rejected for violating this provision of the RFP.

OUSD may interview a select number of providers to develop a recommendation to be submitted to the OUSD Board of Directors for consideration and selection.

Bidders may submit a proposal for one or more of the four components outlined in this section. Some of the written requirements are common to the four components; however, each section must have its own response for each component. When bidding on more than one component, each section must be clearly separated.

Minimum Qualifications

Each proposal received by OUSD will be evaluated to determine if the proposing firm meets the following minimum qualifications. Proposals that do not meet these minimum qualifications will not advance to the Selection Committee for further evaluation.

A. The firm, its principals, and its lead claims examiners servicing OUSD shall have at least five (5) years experience in California as a third-party workers' compensation administrator or providers of managed care services such as bill review, nurse case management, or utilization review for public entities. The lead examiner shall have a minimum of five (5) years in a capacity adjusting indemnity claims.

B. Present a certificate of insurance evidencing the bidder meets OUSD's insurance requirements in accordance with the RFP. The certificate of insurance must be included in the firm's RFP response.

C. The contract will require the selected TPA and/or the provider of managed care services operate under the general direction of OUSD and consult with OUSD personnel in developing effective procedures and practices to successfully administer the OUSD JPA's self-insurance program for workers' compensation. It will also require the claims administrator and/or the provider of managed care services to meet all legal requirements of the State of California Department of Industrial Relations, Division of Workers' Compensation, including the California Labor Code, Education Code, and the California Administrative Code. In addition, they all must comply with conditions of OUSD JPA's excess insurance contracts and the OUSD JPA members' labor contract provisions.

D. The claims administration firm shall be a recognized administrator of self-insured workers' compensation programs and licensed to do such business in the State of California. A copy of the California license shall be provided by the firm prior to the execution of the contract.

Program Administration

2.1 Scope Of Work

Provide staff, professional and clerical, as required to administer OUSD's workers' compensation program in compliance with all rules and regulations governing the administration of self-insurance pursuant to Section 3700 et, seq., of the Labor Code and the California Administrative Procedures Act (Government Code, Title 8).

Prepare an Operating Manual for use by OUSD. This manual shall specify claims activities and processing, organization of claims files, and procedures for reporting industrial injury claims, and update annually.

The contracted firm shall conduct or assist in conducting orientation meetings for the personnel directly involved in processing such claims not less than one time per year.

Provide to OUSD information on changes or proposed changes in statutes, rules, and regulations affecting the OUSD's responsibility and the responsibilities of its personnel under a self-insured workers' compensation program.

Review with OUSD the program progress, including identification of problem areas, and recommend solutions thereto. Provide consultative services as required to assure the success of the program.

The contracted firm shall have the necessary staff to effectively handle OUSD's existing open workers' compensation claims to the satisfaction of OUSD.

2.2 Claims Administration

Review and process all claims for workers' compensation benefits in accordance with the requirements of the Industrial Relations Department for reporting and notification.

Determine the compensability of claimed injuries and illnesses in accordance with the State of California Workers' Compensation Laws.

Determine eligibility for and recommend payment of medical benefits and authorize examinations to determine the nature and extent of disability when appropriate.

Obtain and evaluate expert medical opinion as to the nature, extent, and duration of temporary disability and the amount of any residual permanent disability to be

anticipated.

Review, compute, recommend and authorize payment of temporary disability and permanent disability benefits due to an injured employee whether paid voluntarily or under Decisions, Orders, or Findings and Awards of Workers' Compensation Appeals Board. Relative to permanent disability, this includes Informal Advisory Ratings and Consultative Evaluations.

Refer litigated cases to attorneys utilizing legal firms acceptable to OUSD. Assist the attorneys in the preparation of litigated cases, negotiations of compromise and release settlements, and subrogation actions. OUSD reserves the right to be involved in the selection of legal firms. The contracted firm shall not hire attorneys without the approval of OUSD.

Investigate or arrange for investigation of, as necessary and appropriate, questionable cases and the status of disabled employees in order to adjust all cases and to assist in the trial or settlement of litigated cases.

Review claims, which involve a suspicion of fraud with OUSD for consideration of a report to the Department of Insurance, Fraud Division. Maintain a special investigation unit panel for oversight of these claims.

Represent OUSD at hearings that involve workers' compensation claims against OUSD and/or its member districts.

Report claims, maintain records on, and effect collections from, excess reinsurer on behalf of OUSD.

Administer claims promptly to avoid self-imposed increases or penalties for unreasonable delays. OUSD reserves its right to be reimbursed for all administrator-caused penalties and interest. Such payments shall be reported to OUSD monthly, and reimbursed quarterly.

Review reserve calculation for claims reserve increases at or above $50,000 with OUSD.

Prepare and file, in a timely manner, all reports which are now, or will be, required by the State of California or other governmental agencies with respect to the self-funded program.

2.3 Medical Administration and Control

Recommend and maintain a medical provider network, which should include a panel of physicians, dentists, chiropractors, and other practitioners for the initial

treatment of injured employees and recommend a panel of such specialists as may be required for long-term or other disabilities requiring special treatment.

Monitor treatment programs for injured employees, including review of all "Doctor's First Report of Work Injury" to assure that treatment is related to a compensable injury or illness.

Maintain close liaison with treating physicians to assure that employees receive proper care and to avoid over-treatment situations. Utilize telephonic and field nurse case management with the approval of OUSD to obtain a reasonable treatment plan and targets for return to work and medical improvement.

Authorize hospitalization, surgery, and any other types of approved treatment as required after determination of liability in conformance with Labor Code Sections 4600 and 4601.

Review, audit, compute and authorize payment of all medical bills in conformance with the Recommended Minimum Fee Schedule as set forth by the Division of Workers' Compensation.

Provide liaison with any cost containment services with whom OUSD chooses to utilize.

Complete administration and processing of all lifetime medical cases awarded or ordered by the Workers' Compensation Appeals Board.

The contracted firm shall establish a clear protocol by which managed care services are triggered. Managed care costs shall be allocated to the involved claim files, not included as part of the contract administration fee, and are subject to the prevailing rates. All referrals to managed care shall be accomplished through the early intervention services program.

2.4 Legal Services

Retain a panel of attorneys approved by OUSD who are specialists in the defense of Workers' Compensation litigation for defense of cases before the Appeals Board. Monitor all litigated cases from the time an application is filed with the Appeals Board until final disposition is rendered.

Consult with OUSD and attorneys as required to ensure that all facts and investigations necessary will be available on a timely basis.

Ensure that necessary subpoenas for records and/or witnesses are issued and depositions taken.

Ensure timely filing and serving of Answers to Applications and of medical

records.

Review and consult with OUSD on ALL proposed settlements. Approval of all settlements must be secured from OUSD before a Compromise and Release, or Stipulated Settlement is filed with the Appeals Board for approval.

Protect the interests OUSD in third-party cases, including the filing of Complaints in Subrogation, where appropriate.

2.5 Employee Services

Provide information and guidance to the employees of OUSD regarding workers' compensation benefits, inquiries on specified injuries, and permanent disability ratings in accordance with policies of OUSD.

Assist in resolving employee problems related to an industrial injury in non-litigated cases.

Assist in the development of policies and procedures to ensure that the employee's ability to work is consistent with the findings of the Workers' Compensation Appeals Board.

2.6 Reporting Services and Record Retention

Provide OUSD with regular monthly and periodic reports in the format and number requested by OUSD. Such reports include, but may not be limited to, the following:

- Loss Experience Report
- Consolidated Management Report
- Management Summary Report
- Monthly Claims Summary Report
- Monthly Claims Register Report
- Annual Report(s) to State
- Annual Tax Statements Including Federal Form 1099 and State Form 599 as Appropriate
- Review of Large and Litigated Claims
- Penalty and Interest Payment Report
- Biannual Claims Review Report

All claim files, records, reports, and other documents or materials pertaining to OUSD's claims shall be the property of OUSD, shall be available for OUSD's use at any time, and shall be delivered to OUSD, or its designate, upon termination of

the Agreement. During the term of the Agreement, the administrator is responsible to maintain and store open and closed claims.

2.7 Workers' Compensation Trust Fund Checking Account (Imprest Account)

OUSD, with the assistance of the contracted firm, shall establish a trust fund checking account to cover payments and reimbursements applicable to the self-insured workers' compensation program.

The trust fund checking account shall be established in the name of the contracted firm as agent of OUSD. Deposits shall be made to the account as required to ensure that funds are available for payment of claims for settlement and allocated loss expenses upon presentation of check or warrant. The contracted firm shall not draw on the trust fund checking account for any purpose other than adjustment of claims and payment of allocated loss expenses.

The contracted firm shall monitor the trust fund account and make recommendations to OUSD as to the appropriate level of funding for the account in order to comply with established laws.

The contracted firm shall provide OUSD with a detailed accounting of all workers' compensation benefits and allocated loss expenses paid from the fund on at least a monthly basis. The detailed accounting shall include the date and check number of all benefit and allocated loss payments and shall also include appropriate supporting documentation for allocated loss expense payments.
A monthly check register summary shall be provided. The contracted firm is responsible for erroneous payments made from the account by the firm's error. The amount of any such erroneous payments made from the account shall be deducted from administrative fee payments.

The contracted firm shall develop, implement, and maintain security procedures to ensure the safeguard of funds in the account and the bank checks. Such procedures shall be approved by OUSD.

2.8 Bill Review

The contracted firm shall provide bill review services for all invoices received unless otherwise specified by OUSD. Fees associated with the bill review service shall be on a per-bill basis. For bills submitted, the contracted firm shall share a percentage of the savings below the California Official Medical Fee Schedule rates in addition to the per-bill charge.

Review all bills in a timely manner for compliance with applicable fee schedules and reduce accordingly, including those that fall outside of a fee schedule or PPO network.

Identify and reduce all full or partial duplicate billings.

Appropriately and timely object or deny charges for all items not required for an injury described.

Identify all unauthorized charges to ensure billing does not exceed parameters of injured workers' treatment plan.

Provide reports on a monthly and annual basis outlining bill review activity, savings, and costs.

2.9 Utilization Review

Approve or disallow service requests within the applicable time standards and provide medical advice as warranted.

Provide timely reports to OUSD outlining utilization review requests, approvals, denials, costs, and savings.

Recommend panels of medical professionals, specialists, and treatment facilities to which injured employees should be referred for long-term or specialized treatment.

Provide medical management of all cases to assure cost-effective and appropriate treatment, including assurance that treatment is related to the compensable injury or illness.

Arrange for medical/legal opinions in disputed cases, conferring with medical examiners, professional personnel, OUSD, and legal counsel where indicated.

Provide reports on a monthly and annual basis outlining utilization review activity, savings, and costs.

2.10 Nurse Case Management

Provide telephonic and field case management nurses as requested or needed.

Maintain close liaison with selected doctors and ensure maximum efficiency in the management of claims by practicing proactive case management and aggressive return-to-work when clinically feasible.

Coordinate all medical management services with the selected firm and ancillary

service providers as necessary.

Provide assistance to the claim's examiner, claimant, and physicians involved with the claim. Review treatment requests for approval or submission to a physician for a formal utilization review.

For more in depth information of Scope of Work.

Payments

3.0 Trust Fund Checking Account

OUSD will establish a trust fund checking account to cover payments and reimbursements applicable to the self-insured workers' compensation program. The trust fund checking account may be established in the name of the firm as an agent of OUSD. Monthly deposits will be made to the account as required to ensure that funds are available to the firm for payment of claims for settlement and allocated loss expenses for a period of 30 days. The firm may not draw on the trust fund checking account for any purpose other than adjustment of claims and payment of allocated loss expenses.

The firm would provide OUSD with a detailed accounting of all workers' compensation benefits and allocated loss expenses paid from the fund. The detailed accounting shall include the date and check number of all benefit and allocated loss payments and shall also include appropriate supporting documentation for allocated loss expense payments. A monthly summary report of claims shall also be provided. The firm is responsible for erroneous payments made from the account. The amount of any such erroneous payments shall be deducted from administration fee payments. The firm shall develop, implement, and maintain security procedures to ensure the safeguard of funds in the account and the bank checks. Such procedures shall be approved by OUSD.

3.1 Payment of Administrative Fee

OUSD shall pay the firm an administrative fee equal to the price proposed by the firm and accepted by OUSD. Payments shall be made quarterly upon receipt of an invoice.

Proposal Evaluations And Scoring

This request is designed to select the proposer that works best for the District. Award(s) will be to the best value responsible Vendors who submit responsive proposals based on the evaluation criteria established in the RFP. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Best Value Scoring

Proposals may earn a maximum of 100 best value points, as indicated in the table below.

Best Value Points	
Value Category	**Maximum Points**
1.OUSD Application & Cover Letter - Statement/Letter of Interest	5
2. Ability to Execute & Approach to Scope of Work Scope of Services	30
3. Annual Cost To The District-Fee/Service Rate	35
4. Experience, Qualification and References	30
Total	**100**

Each best value category shall be scored separately using the scoring guide below.

Scoring Guide					
	QUALITY OF RESPONSE	**STRENGTHS**	**WEAKNESSES**	**CONFIDENCE IN RESPONSE**	**POINTS**
EXCEPTIONAL RESPONSE	Addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other justifying factors	Meets all Requirements - numerous strengths in key areas.	None	**VERY HIGH**	**100%**
GOOD RESPONSE	Addresses the requirements completely and some elements in an outstanding manner.	Meets all requirements - some strengths in key areas	Minor; not in key areas	**HIGH**	**75%**

ADEQUATE RESPONSE	Addresses most elements of the requirements.	Meets most requirements – some strengths provided	Moderate: does not outweigh strengths	**ADEQUATE**	**50%**
MARGINAL RESPONSE	Meets some of the requirements	Meets some requirements with some strengths.	Exist in key areas; outweighs strengths	**LOW**	**25%**
INADEQUATE RESPONSE	Meets a few to none of the solicitation requirements.	Few or no clear strengths.	Significant and numerous	**NONE**	**0%**

Submission Instructions

Proposals shall be **emailed** to the Procurement Department at **procurement@ousd.org** no later than **April 04, 2025 at 2:00 p.m. pst.**

Proposal shall be submitted with subject line: **"RFP Proposal # 25-156RM THIRD-PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MANAGED CARE SERVICES"**

*When submitting your proposal, be sure to get a ticket number or confirmation email.

Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume responsibility if the PDF file is too large to email. If electronic submission is a factor, the District encourages hand delivery of the proposal directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 3:00pm pst**.** All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder(s) accepting the terms of the contract available to view in Exhibit A, attached below. Proposals and any other information submitted by respondents in response to this solicitation shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local and Small Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program ("Local Business Program"). The District encourages Local, Small and Small Local Resident Businesses to apply. Contractors claiming preference as a ***certified*** Oakland Small Business must attach a copy of their certification letter to their bid. This solicitation, and subsequent amendments and/or updates will be available at: https://www.ousd.org/procurement. **Contractors are responsible for checking this website for information and changes to this solicitation.**

Proposal Format

Oakland Unified School District Application See Page 24-25

Cover Letter: In a maximum of two (2) pages. Explain your interest in this body of work and why you wish to work with Oakland Unified School District.
Include your agency/organization name and core contacts with names, titles, emails and phone numbers.

1.1 Claims Administration

A. Firm's Qualifications: In a maximum of two (2) pages, please describe the firm and provide a statement of qualifications for performing the requested scope of work as outlined in Section 2.1 - Scope of Work - Section 2.2 Claims Administration Services. Identify the firm's primary service office for OUSD's account. Provide a company-wide organizational chart with reference to the proposed service office and proposed service team.

B. Service Team Qualifications: Provide an organizational chart outlining the proposed service team, including names, titles, and length of service in the firm. For each proposed team member, provide a summary of qualifications, including claims handling experience, indemnity caseload, experience working with public entity self-insured organizations, education, and any professional designations and awards. Include full resumes for each member of the proposed service team. Self insurance administration certification, experience adjusting school district claims, including total number of years paying salary continuation Education Code benefits.

   If the firm has not designated staff to service OUSD's account, provide the selection qualifications for any staff necessary to service OUSD's account.

C. Claims Administrative Services: In a maximum of fifteen (15) pages, describe the firm's claims administration policies, procedures, and best practices that ensure superior service to OUSD employees while maintaining economic and administrative control over claims costs. Describe the interaction between the examiner and the injured worker beyond the initial three-point contact. Describe the firm's claim diaries and how it keeps files active and focused on the conclusion. Describe how you measure the adjusting team's performance. Discuss the firm's claims

reserving philosophy and practices which are in place to monitor reserves. Describe the programs the firm has in place to control drug use and abuse and reduce their associated costs.

D. Indicate the maximum number of indemnity files handled by the proposed claims examiners and whether they will be dedicated examiners on OUSD's account. Indicate who on the staff is responsible for responding to customer service concerns and what authority they have to resolve issues.

E. Provide the most recent Department of Workers' Compensation Audit Unit audit results and any managed care audit results. Please provide the last PRISM audit results if the firm handles PRISM claims.

F. Investigation: In one (1) page or less, describe the firm's criteria for assigning field investigations and/or sub rosa on workers' compensation files. List the companies you assign to investigations and specific reasons why you have selected them. Provide data about your fraud conviction successes.

G. Managed Care Services: Identify any company-owned and affiliated managed care services to include, but not limited to, bill review, utilization review, and nurse case management. Provide a description of each ancillary service, including an organizational chart, physical location and description of where the work is being conducted, management structure, and the number of employees. List all outside vendors you currently work with, including the services they provide. If such services were awarded to one or more vendors not owned by or affiliated with the firm, describe how the firm would work with such outside providers to ensure effective and efficient service to OUSD. Include any limitations the firm may have in working with outside vendors.

H. Claims Management System: In a maximum of three (3) pages, describe in detail how the firm's computer system is utilized to provide workers' compensation services and risk management tools. Discuss the capabilities of the system, including client accessibility and whether the system tracks lost time, temporary modified duty, and can provide custom generated reports. Provide samples of standard and customized computer-generated reports the firm prepares for its clients. Exclude exhibits.

In a maximum of three (3) pages, describe the recommended process to be implemented regarding the transition of open claims to a new Claims Administrator and the time frame for implementation of the program from

the date of award of the contract.

In one (1) page, describe the online computer access to claim files and filing electronic 5020's.

I. Client References: Provide a list of five (5) current clients, which includes contact information from which similar types of claims-related services are provided by the firm's proposed service team office. Include the length of the firm's contract with each client, including the approximate number of indemnity claims annually. OUSD will contact these references to discuss the bidder's performance. List three (3) former school district clients.

J. Proposal Price Form: Complete Exhibit C.1

1.2 Bill Review

K. Firm's Qualifications: In a maximum of two (2) pages, describe the firm and provide a brief statement of qualifications in providing bill review services. Describe the firm's experience doing business with self-insured public entities in California. Discuss what distinguishes the firm from other bill review providers. Provide a firm-wide organizational chart with reference to the proposed service office and proposed service team.

L. Service Team Qualifications: Provide a summary of the qualifications and experience of each proposed team member, including their length of service with the firm and their resume. Provide an organizational chart representing the firm's staff and identify any sub-consultants the firm plans to utilize to supplement the firm's proposed staff.

M. Services: In a maximum of five (5) pages, describe the firm's bill review services, features of the firm's system, unique capabilities, and ability to customize the delivery of the firm's services. Provide an organizational chart, physical location, description of where the work is being conducted, management structure, and the number of employees. Describe how the firm's bill review system addresses duplicate billings and fees and the thoroughness of your screening program. Does your firm bill for duplicates, either partial or full? Does your firm charge for the OFMS reduction? Does your firm have pre-arranged fee agreements with medical providers? Discuss the firm's ability to work with TPA's in delivering bill review services and provide a list of three (3) you currently work with. Include the average monthly bill volume processed by the firm's

office.

N. Client References: Provide three (3) client references for the firm for which it provides bill review services, including full contact information.

O. Bill Review Services Cost Proposal: Complete Exhibit C.2.

1.3 Utilization Review

P. Firm's Qualifications: In a maximum of two (2) pages, describe the firm and provide a brief statement of qualifications in providing utilization review services. Describe the firm's experience doing business with self-insured public entities in California. Discuss what distinguishes the firm from other utilization review providers. Provide a firm-wide organizational chart with reference to the proposed service office and proposed service team.

Q. Service Team Qualifications: Provide a summary of the qualifications and experience of each proposed team member, including their length of service with the firm and their resume. Provide an organizational chart representing the firm's staff and identify any sub-consultants the firm plans to utilize to supplement the proposed staff.

R. Services: In a maximum of five (5) pages, describe the firm's utilization review services, including standards and guidelines the firm uses to review treatment requests. Describe the firm's philosophy and practice regarding assignments to utilization review. Describe any unique capabilities or approaches the firm has for reviewing medical treatment requests. Discuss any methods the firm employs to help clients limit and reduce utilization review costs. Provide an organizational chart, physical location, description of where the work is being conducted, management structure, and the number of employees. Discuss the firm's ability to work with TPA's in delivering utilization review services.

Is your utilization review program URAC accredited? Will you customize OUSD's utilization review plan? Will you agree to pass through arrangements for customized modalities?

Please provide your last URAC audit results/score and any additional penalties/fines assessed.

S. Client References: Provide three (3) references for the firm for which the

firm provides utilization review services, including full contact information.

T. Utilization Review Services Cost Proposal: Complete Exhibit C.3

1.4 Nurse Case Management Services

U. Firm's Qualifications: In a maximum of two (2) pages, describe the firm and provide a brief statement of qualifications in providing nurse case management services. Describe the firm's experience providing telephonic and field case management in California. Indicate the office location nurses would be working from. Discuss what distinguishes the firm from other nurse case management providers. Provide your recommended best practices or criteria for assigning NCM services. Provide a company wide organizational chart with reference to the proposed service office and proposed service team.

V. Service Team Qualifications: Provide a summary of the qualifications and experience of each proposed team member, including their length of service with the firm, whether they are licensed RN's, and their resumes.

W. Services: In a maximum of five (5) pages, describe the firm's nurse case management services, including guidelines and expectations regarding the firm's nurse case management program. Describe any unique capabilities or approaches the firm has in providing nurse case management services. Provide an organizational chart, physical location, description of where the work is being conducted, management structure, and the number of employees. Discuss the firm's ability to work with TPA's in delivering nurse case management services.

X. Client References: Provide three (3) references for which the firm provides nurse case management services, including full contact information.

Y. Nurse Case Management Services Cost Proposal: Complete Exhibit C.4

List of Exhibits: List of Exhibits begin on page 30.

Oakland Unified School District Application

Company Name:			
Address:			
Primary Contact Person: Title:		Secondary Contact Person: Title:	
Email:		Email:	
Telephone #:		Telephone #:	
Website (if applicable):			

Service Component: Check all that apply. Please select the component your organization will be bidding on.	☐	Claims Administration
	☐	Bill Review
	☐	Utilization Review
	☐	Nurse Case Management Services

Tax Classification:	☐	Individual
	☐	Corporation
	☐	Partnership
	☐	Non-Profit
Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?	☐	No
	☐	Yes

If yes, provide the name of the school/district and briefly detail the dispute.		
Has your company ever had a contract terminated for convenience or default in the prior five years?	☐	No
	☐	Yes
If yes, provide details including the name of the other party:		
Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?	☐	No
	☐	Yes
If yes, provide details:		
Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?	☐	No
	☐	Yes
If yes, provide details:		

List Of Exhibits

Exhibit A: Acknowledgement of Reading and Understanding OUSD's Agreement(s)
Exhibit B: Awarded Contract Requirements
Exhibit C: Proposal Price Form
Exhibit D: Proposal Exceptions
Exhibit E: Frequently Asked Questions and Answers for Proposers
Exhibit F: Terms and Conditions
Exhibit G: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion
Exhibit H: Workers Compensation Acknowledgement
Exhibit I: Fingerprinting Notice and Acknowledgement
Exhibit J: Non-Collusion Declaration
Exhibit L: Authorized Vendor Signature - Point of Contact

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection.

Exhibit A : Acknowledgement of Reading and Understanding OUSD's Agreement(s)

Important, the award of this bid solicitation is conditional on the winning bidder(s) accepting the terms of the contract below.

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement and Data Sharing Agreement. Proposer understands that if awarded, it will be required to sign these agreements which will ultimately be approved by the Oakland Unified School Board before the project/work can begin.

***Contract Insurance Requirements may be subject to change**

To view click here: SERVICES AGREEMENT & DATA SHARING AGREEMENT

If having a hard time opening templates, please email procurement@ousd.org for a copy.

_____
Signature

_____
Print Name

_____
Title

_____
Date

Exhibit B: Awarded Contract Requirements

Please review the two different types requirements below. Documents are not required upon submitting a proposal but will be required if selected/awarded.
All requirements documents must be produced and submitted before scope of work can begin.

Contractors/Vendors with ANY contact with students	Contractors/Vendors with NO contact with students
1. Resume for individuals or a Stmt of Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability - Professional Liability or Corporal Punishment Ins. - Improper Sexual Conduct & Physical Abuse Liab. OR Sexual Abuse & Molesation (SAM) Policy Limits (minimum): $1,000,000 per occurrence and $2,000,000 aggregate Certificate Holder must read: *Oakland Unified School District;* *ATTN-Risk Management;* *1011 Union St, Site 987; Oakland, CA 94607;* 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured 4. For Agency Vendors a) Proof of Workers Comp. Insurance via ACORD b) Agency Letter: (On company letterhead stating) "All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements." "ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD." "Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand." For Individuals (Non-Agency Vendors) a) TB Test Results b) Fingerprinting (how to instructions at a later time)	1. Resume for individuals or a Stmt Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability Policy Limits (minimum): $1,000,000 per occurrence and $2,000,000 aggregate Certificate Holder must read: *Oakland Unified School District;* *ATTN-Risk Management;* *1011 Union St, Site 987; Oakland, CA 94607;* 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured

No signature for acknowledgement needed however, if you and/or your company cannot agree to our District's contract requirements, we respectfully and kindly ask to not submit a proposal response to our solicitation. Thank you.

Exhibit C: Proposal Price Form

Exhibit C.1: Claims Administration Cost Proposal

Complete and include this cost proposal worksheet if the firm is proposing workers' compensation claims administration services. If non-firm-owned vendors are used for any claims administration services proposed, attach their proposal for such services.

Proposed fixed sum for Workers' Compensation Claims Administration Services to include the assumption of all open claims, new indemnity, new medical only, new first aid, and all future medical claims for the proposed five (5) year contract period.

	Fee for Claims Administration assuming no managed care services (Nurse Case Management, Bill Review, Utilization Review) are awarded to your firm.	**Fee for Claims Administration assuming all managed care services (Nurse Case Management, Bill Review, Utilization Review) are awarded to your firm.**
First Year	$	$
Second Year	$	$
Third Year	$	$
Fourth Year	$	$
Fifth Year	$	$

Other costs (if any) related to claims administration for the proposed five (5) year contract period:

Standard Reports $_____

Customized Reports $_____

Computer Access Fee $_____

Data Transfer/Conversion $_____

Service Fee $_____

Most firms are charging an additional “administration fee.” Ask them what they do for that fee. Also, a lot of firms are charging for attending meetings, holding in person file reviews.

Medicare Services (MSA, Life Care Plans, MMSEA reporting) $_____

Other $_____(Please Specify)$_____

Other $_____(Please Specify)$_____

Claims Administration Cost Proposal

Submitted By:

_____

(Firm Name)

_____

(Signature of Individual Authorized to Bind on Behalf of Firm)

<u>Exhibit C.2:</u> Bill Review Services Cost Proposal

Complete and include this cost proposal worksheet if the firm is proposing bill review services. Please list all types of billing options that are available. If non-company owned vendors are used for any services proposed, attach their proposal for such services.

Flat Fee Per Bill	$	_____	
Flat Fee Per Line Item	$	_____	
Percentage of Savings	$	_____	
Other _____	$	_____	(Please Specify)
Other _____	$	_____	(Please Specify)

Submitted By:

_____

(Firm Name)

_____

(Signature of Individual Authorized to Bind on Behalf of Firm)

Exhibit C.3: Utilization Review Services Cost Proposal

Complete and include this cost proposal worksheet if the firm is proposing utilization review services. Please list all types of billing options that are available. If non-company owned vendors are used for any services proposed, attach their proposal for such services.

Flat Fee Per Review (Nurse) $ _____

Fee Per Hour Review (Nurse) $ _____

Flat Fee Per Review (Doctor) $ _____

Fee Per Hour Review (Doctor)$ _____

Other $ _____ (Please Specify) _____

Other $ _____ (Please Specify) _____

Submitted By:

_____

(Firm Name)

_____

(Signature of Individual Authorized to Bind on Behalf of Firm)

Exhibit C.4: Nurse Case Management Services Cost Proposal

Complete and include this cost proposal worksheet if the firm is proposing nurse case management services. Please list all types of billing options that are available. If non-company owned vendors are used for any services proposed, attach their proposal for such services.

Flat Fee Per Telephonic Review $ _____

Fee Per Hour Telephonic Review $ _____

Flat Fee Per Field Review $ _____

Fee Per Hour Field Review $ _____

Fee Per Call Clinical Consultation (Nurse Triage) $_____

Pharmacy Program $ _____

Other $ _____ (Please Specify) _____

Other $ _____ (Please Specify) _____

Submitted By:

_____

(Firm Name)

_____

(Signature of Individual Authorized to Bind on Behalf of Firm)

Exhibit D: Proposal Exceptions

Please indicate any exceptions the firm has to the proposed scope of work, performance standards, insurance requirements, or other information contained within this RFP:

_____

_____

_____

_____

_____

☐ Check here if the firm does not have any exceptions.

Submitted By:

_____

(Firm Name)

_____

(Signature of Individual Authorized to Bind on Behalf of Firm)

Exhibit E: Frequently Asked Questions and Answers for Proposers

1. ***What is OUSD's open claims inventory as of January 31, 2022?*** *523*
2. ***How many medical bills does OUSD receive per year on average?***
   2024 - 10,027
   2023 - 8,818
   2022 - 9,484
3. ***How many UR requests does OUSD average per year?*** *Total # of RFA's - 1750*
4. ***How many nurse case management referrals does OUSD average per year?***
   Total Treatment Requests - 3565
5. ***Did COVID impact OUSD?*** *Yes, like most public entities there was a sharp decrease in claims in the 2020-2021 fiscal year, however when schools reopened there was a sharp increase that exceeded previous years.*
6. ***What Managed Care Services does OUSD currently have?*** *Bill Review, Utilization Review, Nurse Case Management, MPN Network, Injury Hotline/Nurse Triage*
7. ***Is a member of the firm's claims team or management expected to attend the OUSD Board Meetings?*** *No, it is not expected.*
8. ***Are there any other events or training that the firm needs to be involved with?***
   No
9. ***How many file review meetings does OUSD hold a year?***
   Monthly
10. ***Who is OUSD's excess carrier and what is the SIR?***
    PRISM JPA. SIR is $500,000
11. ***Does OUSD have a Medical Provider Network?*** *Yes*
12. ***Who will the firm's management and examiners be reporting to at OUSD?***
    Rebecca Littlejohn - Risk Management Officer
13. ***What are some of the key traits OUSD is looking for in an examiner?*** *Adept at assessing validity of a claim, possess ability to clearly communication verbally as well as maintaining comprehensive file documentation, ability to coordinate communications between parties, ability to resolve disputes/solve problems, be empathetic to injured district employees, aware of financial impact of claim-making decisions, analytical application of laws and regulations, ability to assist district employees through the benefit or dispute process.*

Exhibit F: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Exhibit A – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Exhibit A – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require compliance by all its subcontractors. Bidders shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have furnished an solicitation for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the solicitation known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire solicitation and addenda thereto, and all related materials and data referenced in the solicitation or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

3. Bidder Agreement – In compliance with this solicitation, the bidder will propose and agree to furnish all labor, materials, transportation, and services for

the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Designee.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in

accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this solicitation will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this solicitation.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached below.

Print Name: _____

Signature: _____

Date: _____

Exhibit G: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither_____[Name of Bidder] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____[DATE] for the purposes of submission of this bid.

By
Print Name: _____

Signature: _____

Date: _____

Exhibit H: Workers Compensation Acknowledgement

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Exhibit I: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of

Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [*insert "owner" or officer title*] of _____ [insert name of business entity] , have read the foregoing and agree that _____ _____ [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished

against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

I, _____ [*insert name*] , am the _____ [*insert "owner" or officer title*] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit J: Non-Collusion Declaration

I,_____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit K: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Evaluation Process

Upon receipt of proposals, the District's personnel also known as the Selection Committee will review each provider's response to the solicitation. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this solicitation. An underlying principle of this solicitation is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Selection Process

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this solicitation, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at https://www.ousd.org/procurement. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

Protest Selection Procedure

Any provider may protest the Districts issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics, rosaura.altamirano@ousd.org

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Addendum No. 1

(posted 2/28/2025)

Request for Proposal (RFP) 25-156RM

THIRD-PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MANAGED CARE SERVICES FOR RISK MANAGEMENT

To: ALL BIDDERS

The Oakland Unified School District ("OUSD") ("District") hereby issues this Bid Addendum No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID ADDENDUM NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER'S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

The following information has been amended; all other information remains the same.

1. See Page 28,

Amended From: Exhibit B: Awarded Contract Requirements

Please review the two different types requirements below. Documents are not required upon submitting a proposal but will be required if selected/awarded.
All requirements documents must be produced and submitted before scope of work can begin.

Contractors/Vendors with ANY contact with students	Contractors/Vendors with NO contact with students
1. Resume for individuals or a Stmt of Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability - Professional Liability or Corporal Punishment Ins. - Improper Sexual Conduct & Physical Abuse Liab. OR Sexual Abuse & Molesation (SAM) Policy Limits (minimum): $1,000,000 per occurrence and $2,000,000 aggregate Certificate Holder must read: *Oakland Unified School District;* *ATTN-Risk Management;* *1011 Union St, Site 987; Oakland, CA 94607;* 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured 4. For Agency Vendors a) Proof of Workers Comp. Insurance via ACORD b) Agency Letter: (On company letterhead stating) "All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements." "ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD." "Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand." For Individuals (Non-Agency Vendors) a) TB Test Results b) Fingerprinting (how to instructions at a later time)	1. Resume for individuals or a Stmt Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability Policy Limits (minimum): $1,000,000 per occurrence and $2,000,000 aggregate Certificate Holder must read: *Oakland Unified School District;* *ATTN-Risk Management;* *1011 Union St, Site 987; Oakland, CA 94607;* 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured

No signature for acknowledgement needed however, if you and/or your company cannot agree to our District's contract requirements, we respectfully and kindly ask to not submit a proposal response to our solicitation. Thank you.

Amended To: Exhibit B: Awarded Contract Requirements

Please review the two different types requirements below. Documents are not required upon submitting a proposal but will be required if selected/awarded.
All requirements documents must be produced and submitted before scope of work can begin.

Contractors/Vendors with ANY contact with students	Contractors/Vendors with NO contact with students
1. Resume for individuals or a Stmt of Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability - Professional Liability or Corporal Punishment Ins. - Improper Sexual Conduct & Physical Abuse Liab. OR Sexual Abuse & Molesation (SAM) Policy Limits (minimum): $1,000,000 per occurrence and $2,000,000 aggregate Certificate Holder must read: *Oakland Unified School District;* *ATTN-Risk Management;* *1011 Union St, Site 987; Oakland, CA 94607;* 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured 4. For Agency Vendors a) Proof of Workers Comp. Insurance via ACORD b) Agency Letter: (On company letterhead stating) "All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements." "ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD." "Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand." For Individuals (Non-Agency Vendors) a) TB Test Results b) Fingerprinting (how to instructions at a later time)	1. Resume for individuals or a Stmt Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability Policy Limits (minimum): $1,000,000 per occurrence and $2,000,000 aggregate Certificate Holder must read: *Oakland Unified School District;* *ATTN-Risk Management;* *1011 Union St, Site 987; Oakland, CA 94607;* 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured. 4. Maintain in force an errors and omissions policy, at a limit not less than one million dollars ($1,000,000) per wrongful act and in the aggregate. TPA will maintain said bond or insurance for a period of two (2) years after the expiration of the contract. 5. Administrator will maintain in force a Cyber Security/Liability policy which provides coverage including but not limited to Privacy Notification and Crises, E-threat Expenses coverage, E-vandalism Expenses which names DISTRICT as an additional insured and provides a limit of a no less than Two Million dollars ($2,000,000).

No signature for acknowledgement needed however, if you and/or your company cannot agree to our District's contract requirements, we respectfully and kindly ask to not submit a proposal response to our solicitation. Thank you.

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:

_____ _____

Signature Date

_____

Print Name and Title

_____

Print Company Name

Sincerely,

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601
(510) 879-2990 ph.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

ADDENDUM No. 2

(posted 3/3/25)

Request for Proposal (RFP) 25-156RM

THIRD-PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MANAGED CARE SERVICES FOR RISK MANAGEMENT

To: ALL BIDDERS

The Oakland Unified School District (OUSD) ("District") hereby issues this Bid Addendum No. 2 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID ADDENDUM NO. 2, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER'S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

The following information has been amended; all other information remains the same.

1. See Page 1, "Proposals Due".

Amended From:

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal/Request for Qualification (RFP) #25-156RM

THIRD-PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MANAGED CARE SERVICES FOR RISK MANAGEMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601

email: procurement@ousd.org
phone: (510) 879-2990

Proposals Due:
April 21, 2025 @ 2:00pm

THE TERMS AND CONDITIONS OF THIS SOLICITATION ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

Amended To:

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal/Request for Qualification (RFP) #25-156RM

THIRD-PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MANAGED CARE SERVICES FOR RISK MANAGEMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601

email: procurement@ousd.org
phone: (510) 879-2990

Proposals Due:
April 04, 2025 @ 2:00pm pst

THE TERMS AND CONDITIONS OF THIS SOLICITATION ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:

_____ _____

Signature Date

_____

Print Name and Title

_____

Print Company Name

Sincerely,

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601
(510) 879-2990 ph.

Third-Party Workers' Compensation Claims Administration

and Managed Care Services for Risk Management

RFP # 25-156RM

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Rebecca Littlejohn

Risk Management Officer
900 High Street, 2nd Floor
Oakland, CA 94601

TRISTAR®

Elaine Vega

Director, Client Services
562-647-5027
elaine.vega@tristargroup.net

Imelda Guido-Perry

Area Manager
925-722-4028
imelda.guido-perry@tristargroup.net

April 4, 2025

Rebecca Littlejohn, Risk Management Officer
Oakland Unified School District
900 High Street, 2nd Floor
Oakland, CA 94601
Delivered via email to: procurement@ousd.org

RE: Third-Party Workers' Compensation Claims Administration and Managed Care Services for Risk Management, Response to Request for Proposal #25-156RM
Deadline: April 4, 2025

Dear Ms. Littlejohn:

TRISTAR Claims Management Services, Inc., a member of the TRISTAR Insurance Group, is pleased to submit the following proposal for your consideration. Since 1987, we have had the honor and privilege of providing claims administration services and managed care solutions to governmental entities and corporate organizations across California and the United States.

Our long-standing relationship with Oakland Unified School District (OUSD) dates back to **2014**, and it has been a privilege to work together over these years. This partnership has been marked by success, driven in large part by the exceptional dedication of our team under the leadership of **Imelda Guido-Perry**. The expertise and hands-on involvement of our claims team, led by **Tess Viceral**, has allowed for an elevated level of service and customization across several OUSD areas of operation. The claims team, all of whom are **dedicated** to OUSD, have been instrumental in the success of the program, ensuring that OUSD receives tailored services that meet your specific needs, budget, and culture.

A key aspect of our approach is our **rapid response time**. We understand the importance of quick and effective action in claims administration, and Imelda's team has played a crucial role in refining systems and protocols to ensure that TRISTAR responds to your needs efficiently. Whether addressing urgent inquiries, processing claims, or resolving issues, we have ensured that our team is always prepared to deliver prompt solutions, keeping OUSD's operations running smoothly.

In addition to responsiveness, we prioritize open, proactive communication with our clients. Imelda has been vital in fostering a transparent and collaborative relationship with OUSD through **regular monthly meetings**. These touchpoints allow us to review progress, address concerns, and identify opportunities for further improvement. This ongoing dialogue ensures that we remain aligned with your goals and responsive to your changing needs.

Over the past 35 years, TRISTAR has built strong, lasting relationships with our clients and ancillary service providers. TRISTAR delivers industry-leading service and management strategies, enabling us to lower operational and administrative costs while remaining flexible and responsive to your evolving requirements. Through our strategic partnerships and negotiated contracts, TRISTAR's clients receive the benefits of lower rates and service fees. Our ability to negotiate favorable fees allows TRISTAR to pass those savings onto our client for contracted services.

We have extensive experience supporting public entities, including school districts, cities, states, hospitals, transportation systems, and universities. Our team has continually prioritized

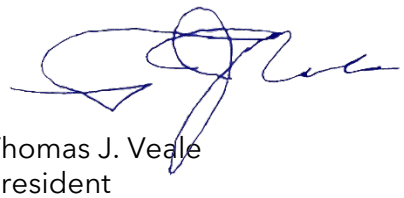
fair and equitable evaluation, administration, and settlement of claims, ensuring that OUSD receives the highest quality of service.

We are proud to share that TRISTAR passed the **State PAR audit** with high marks further demonstrating our commitment to maintaining the highest standards of service and compliance. This accomplishment is a testament to the integrity and effectiveness of our program.

TRISTAR measures success not only by the quality of service we provide but also by the strength and longevity of our client relationships. Our clients' satisfaction is our top priority, and we are proud that many have trusted us for decades. We are excited about the opportunity to continue supporting OUSD, and we believe that our unique operating model, commitment to responsiveness, and Imelda's leadership make us the ideal partner for your claims administration needs.

It is with great respect and enthusiasm that we request the opportunity to continue to serve Oakland Unified School District as your trusted partner. While this proposal outlines our response to your RFP, we remain flexible and look forward to evolving our program to best meet your future needs.

Respectfully,



Thomas J. Veale
President

Table of Contents

TRISTAR®
transforming risk
into opportunity®

Executive Summary

Founded in 1987, TRISTAR Claims Management Services, Inc. (TRISTAR) is one of the largest privately held third-party administrators in the nation. Headquartered in Long Beach, CA, we provide services from branches across the country in major metropolitan areas with nearly 800 employees working in offices, virtually from home, integrated hybrid models, or on-site in client facilities. Our staff members provide claims administration services for claims in all 50 states. TRISTAR provides property and casualty, absence management and employee benefit claims administration, and managed care services for hundreds of self-insured and insured organizations generating over $100 million in annual revenue. Our divisions provide a wide range of integrated or unbundled risk management and insurance services to our customers. TRISTAR's core business focus is providing customized solutions for clients whose needs exceed the capabilities of traditional third-party administrators. With this proposal, we offer the following to **Oakland Unified School District (OUSD):**

MISSION STATEMENT. Our mission is to provide the highest quality claims management services to our clients. We are committed to a long-term investment in the continual improvement of our products to ensure the best value for our clients and a strong, secure, and growing organization for our employees, shareholders, and business partners.

OUR VISION. Our vision is to become the country's most respected provider of claims management services.

STABLE AND COMMITTED RELATIONSHIP

TRISTAR is committed to OUSD's success. We take a long-term view of our business, and we prioritize client relationships over short-term profits. This is far different from our competitors, who must prioritize quarterly profits amid multiple changes in ownership. Ultimately, TRISTAR is the most stable and ethical partner for the OUSD. Our stable ownership allows us to make long-term investments in our capabilities, strategic partnerships, and clients. We do not have the extreme financial pressures faced by publicly traded or private equity-owned firms and have the latitude to take informed risks and sacrifice short-term gains to deliver lasting value to our customers, resulting in client relationships that span decades.

INNOVATION & TECHNOLOGY

- ***TRISTAR Connect (RMIS).*** Our Client Portal, TRISTAR Connect, provides important, relevant information, accessible from any internet-connected device and through Android and iOS mobile apps. Our Dashboard provides key information in an easy-to-digest visual format, such as First Notice of Loss reporting lag time, trial and hearing calendars, injury and location trending, litigation trending, and access to all claimant files. It also provides a myriad of standard and customizable report options. The system includes over 80 report templates in critical areas such as Loss Prevention, Loss Triangles, Claim Log, Finance, and many others.
- ***Artificial Intelligence.*** Through our strategic AI partners, we will provide superior data analysis services. TRISTAR's partners provide technology that improves claim outcomes to help claims and clients reduce various sources of loss costs incurred in claims by keeping claims on track throughout their life cycle.

TRISTAR'S KEY DIFFERENTIATORS

We are committed to continuous improvement in the quality of our services and have a dedicated Quality Assurance Department that ensures adherence to the State and TRISTAR policies and procedures while providing ongoing training to our staff and clients. Additionally, we offer:

- Integrated managed care/cost containment programs, including bill review and medical case management, which create efficiencies and close gaps that often exist with unbundled services.
- Capabilities for online claim files and data access, customized reporting, and data transfer. Our in-house Information Technology staff has expertise in successfully transitioning over 400 claims programs and can complete most conversions in less than ten business days.
- Client access to an easy-to-use, web-based, and paperless RMIS system providing claims data and quality report generation, analytics, and stewardship.
- Our professional team's dedication to our core principles is the reason that we achieve:
  - 97% average client audit scores
  - 98% client retention

TRISTAR'S ADDED VALUES

TRISTAR believes in continuous improvement and growing our services for our clients. In the past months, we have added to our "quiver" to help our clients better manage their risk management programs.

- ***SOC 1 (Type II) and SOC 2 (Type II) Audits.*** TRISTAR undergoes annual **SSAE 18 SOC 1** & **SOC 2** audits. THE SOC 1 audit report attests to the suitability of design and the operating effectiveness of internal controls over TRISTAR's claims handling processes. The SOC 2 report attests to the suitability of design and operating effectiveness of internal controls relevant to security, availability and confidentiality of TRISTAR's data processing systems. Type II audits describe and evaluate TRISTAR's practices over an extended time, reflecting commitment to our clients and eliminates the need for our clients to finance audit costs for program oversight. TRISTAR is proud to have achieved a "no exceptions" opinion with both our SOC 1 and 2 audits.
- ***Health Insurance Portability and Accountability Act of 1996 (HIPAA).*** TRISTAR has completed a Security Risk Analysis to ensure and certify that our company is HIPAA compliant under NIST SP800-30 Risk Management Guide program per 45 CFR §164.308(a)(1)(ii)(A) and the OCR Guidance under the HIPAA Security Rule.
- ***Aspen Risk Management.*** Aspen Risk Management Group is a wholly owned subsidiary within the TRISTAR family and, through this division and other resources, can offer a wide spectrum of risk and safety services, including loss control, workplace safety, and ergonomics. Throughout the year, Aspen provides free webinars on topics such as Active Shooter Preparation.

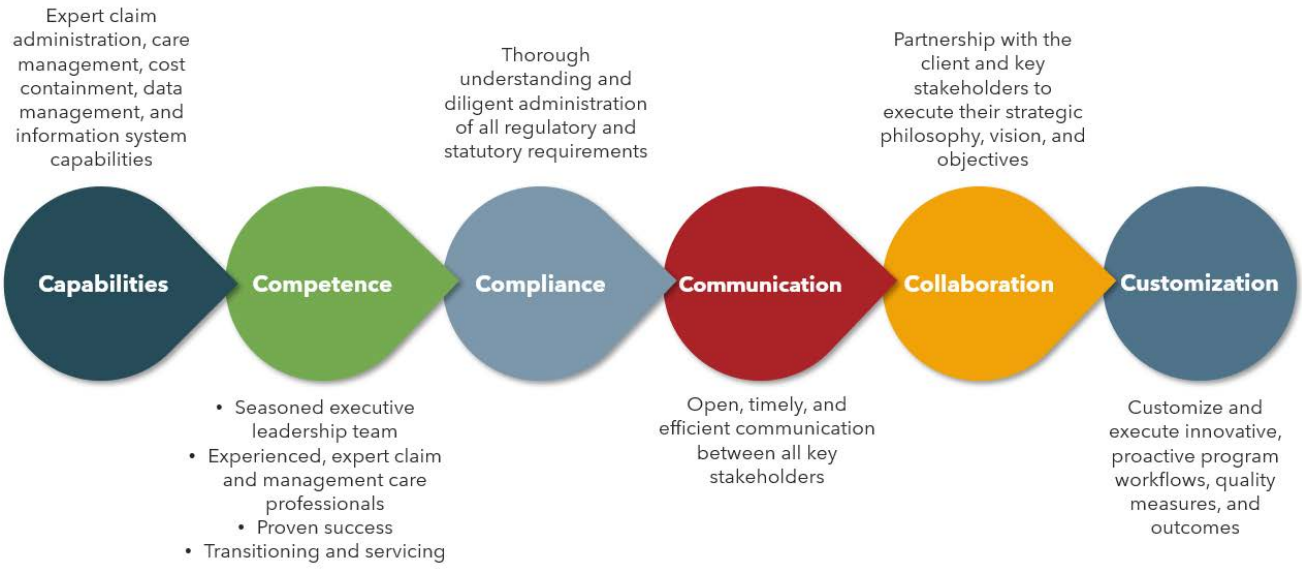
WE AT TRISTAR, SINCERELY BELIEVE THAT WE OFFER OUSD the best services, the best business model, and the best partnership for the long-term success of its program. Our proposal is fully compliant with the requirements as defined in the RFP. We look forward to continued conversations regarding your claims program and how we can grow based on our successes.

1.1 Claims Administration

A. Firm's Qualifications

In a maximum of two (2) pages, please describe the firm and provide a statement of qualifications for performing the requested scope of work as outlined in Section 2.1 - Scope of Work - Section 2.2 Claims Administration Services. Identify the firm's primary service office for OUSD's account. Provide a company-wide organizational chart with reference to the proposed service office and proposed service team.

TRISTAR understands that OUSD requires a highly experienced third-party administrator that delivers the highest quality of technical claims administration and medical administration, compliance with all applicable laws and regulations, a total healthcare approach to injured workers' medical care and treatment, reliable and efficient financial administration, and an emphasis on comprehensive loss cost control and reduction. OUSD's large and complex program must be seamlessly transitioned, and outcomes must be demonstrable on an ongoing basis through robust quality assurance, outcome reporting, and department and worker satisfaction measures. OUSD and its Departments must also have access to a sophisticated yet user-friendly risk management information system. TRISTAR is prepared to meet and exceed these requirements. At the highest level, OUSD's core objectives will be met through:



TRISTAR has 30 years of experience providing third-party administrator services to public entities. We understand the everyday challenges faced by public entity risk managers. The diverse exposures in the public sector are unlike any in the private sector: from sworn officers to sanitation, parks and recreation to courts and corrections. Public entities require an expert TPA with the knowledge and experience to aggressively manage claims to the best outcomes while assuring compliance with all jurisdiction-specific special legal requirements and protocols. We recognize that the size and types of exposures experienced by public safety departments and agencies may warrant adjusters who are dedicated to the specific departments. These high-exposure departments operate on a very different scale from other OUSD departments, such as general administration, and our experience demonstrates that programs are more successful if the sworn officers and fire fighters or health and human services have adjuster(s) who understand the unique nature of the risk, within OUSD.

We recognize that quality healthcare and the establishment and coordination of treatment plans are critical to providing the highest quality of medical care for public servants who put their lives on the front line and for all employees of the OUSD. We are keenly sensitive to the needs of these departments and will work to establish unique programs that support the needs of these individuals when they are injured on the job. Today's environment calls for innovative and proactive claims cost management programs. TRISTAR continues to be the leader in both of these areas. We believe that we are uniquely qualified to provide a fully integrated approach to managing OUSD's program costs.

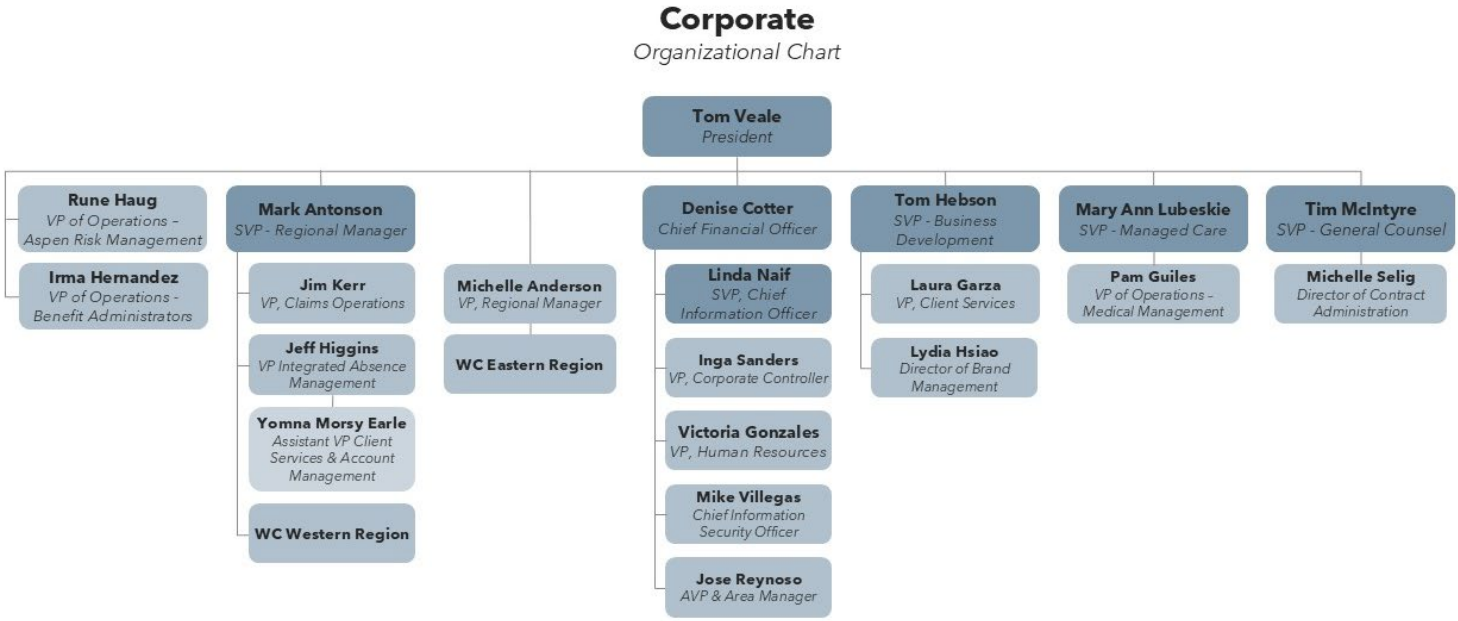
Specialized Experience and Knowledge:

- Public entities comprise more than 70% of TRISTAR's business, including county, city, and state agencies, school districts, transit systems, and other special districts.
- TRISTAR's government clients serve nearly 20% of the United States population.
- We understand the complexity associated with serving public entities, including a diverse workforce, managing claims under various labor agreements, presumptions for illness and conditions, and governmental immunity.
- We know how to work with multiple departments and stakeholders, i.e., unions, in-house attorneys, councils, and governing boards.

Customized Solutions:

- We customize our services based on our client's unique needs and risk philosophy.
- We offer 24/7 first notice, nurse triage, and case management services to effectively service all shifts and departments.
- We provide 24/7 access to experienced, on-scene inspectors and investigators.
- We offer customized managed care programs to control costs and facilitate return-to-work.
- We offer robust information tools to capture and report on claims activity and trends.

TRISTAR will continue to service OUSD from our **Concord, CA,** branch office.



B. Service Team Qualifications

Provide an organizational chart outlining the proposed service team, including names, titles, and length of service in the firm. For each proposed team member, provide a summary of qualifications, including claims handling experience, indemnity caseload, experience working with public entity self-insured organizations, education, and any professional designations and awards. Include full resumes for each member of the proposed service team. Self insurance administration certification, experience adjusting school district claims, including total number of years paying salary continuation Education Code benefits.

If the firm has not designated staff to service OUSD's account, provide the selection qualifications for any staff necessary to service OUSD's account.

CURRENT DEDICATED CLAIM TEAM

Imelda Guido-Perry, *Area Manager*

Imelda directs overall operations of the Concord Branch Office, including managing staff and supervisors in all aspects of their technical performance and compliance with TRISTAR policies and procedures. She maintains effective client communication to ensure contract compliance and exceptional customer service. Overseas claims staff to ensure adherence to client contracts and corporate guidelines. Imelda has 35 years of expertise in the Workers' Compensation industry, with a diverse background spanning insurance carriers, self-insured employers, and Third-Party Administrators. Throughout her career, she has progressed through various roles, including Claims Trainee, Claims Examiner, Claims Manager & Area Manager.

Tess Viceral, *Workers' Compensation Supervisor*

Ms. Viceral oversees and manages the processing of workers' compensation claims, supervising a team of adjusters and ensuring claims are handled efficiently and in accordance with the Labor Code, California Code of Regulations, applicable case laws, and Tristar's policies, guidelines, and procedures. Ms. Viceral has over 30 years of experience in handling workers' compensation claims. Her career began with the State Compensation Insurance Fund in 1989 as a Claims Examiner. During her career, she worked at DWC Uninsured Benefits Trust Fund, DWC Medical Unit, JT2, Safeway, and Preferred Employers Insurance. She joined Tristar in January 2021 and was assigned to the Oakland Unified School District account. Ms. Viceral is a Certified Workers' Compensation Claims Adjuster and State Certified as a Self-Insurance Administrator

Ted Choy, *Senior Workers' Compensation Examiner*

Ted has 35 years of experience in California workers' compensation claims. After receiving a Bachelor's Degree at California State University of Hayward, Ted began his career in 1990 as a Medical Only Claims Examiner and subsequently advanced towards his current position of Sr. Claims Examiner. Ted has managed claims on behalf of various insurance carriers, self-insured employers, self-administered employers, & third-party administrators. Ted obtained his Self-Insured Administrator's certificate in 2012. He has efficient communication and customer service skills. Ted is also proficient with various functions of counseling, problem-solving, settlement negotiations, and decision-making. He strives to be self-sufficient in the workplace and is consistently an approachable team player. Mr. Choy is SIP certified, and his indemnity caseload for last year was 50. He has 1 year and 10 months of experience handling school district accounts and paying SalCont/Ed code.

Rebecca Kincaid, *Senior Workers' Compensation Examiner*

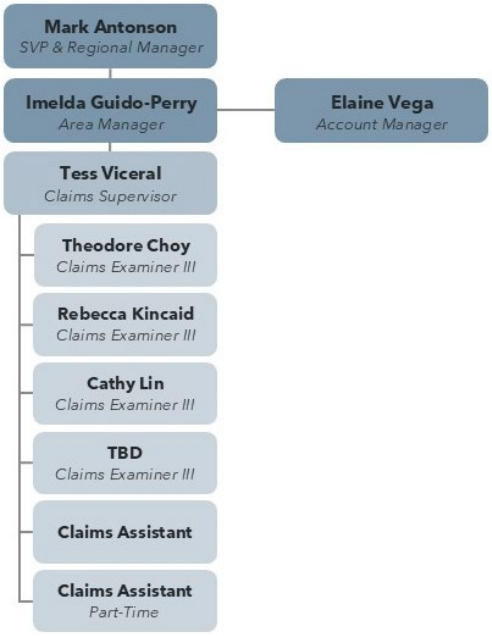
Ms. Kincaid has held her position as a Claim Examiner III since 2014. She is currently assigned as a dedicated examiner for the Oakland Unified School District account. Responsibilities include managing the process of claims for workers who are injured on the job from start to resolution, in accordance with the California labor code. Duties include investigating claims to assess liability, examining and processing medical claims, determining disability benefits, ensuring timely payments, monitoring reserve accuracy, collaborating with attorneys, and drafting settlements. Ms. Kincaid has over twenty years of experience in handling workers' compensation claims. In January 2014, she accepted the position to join Hazelrigg Claims Management Services (HCMS) as Sr. Claims Examiner and was assigned to various accounts such as Pasadena Unified School District, City of Pico Rivera, Good Samaritan Hospital, California Schools Risk Management/ JPA and City of Montebello. Ms. Kincaid is certificated by the Insurance Educational Association in workers' compensation. She is also State Certified to administer self-insured accounts. Ms. Kincaid is SIP certified, and her indemnity caseload for last year was 50. Rebeccas has 17 years of experience handling school district accounts and paying SalCont/Ed code.

Cathy Lin, *Senior Workers' Compensation Examiner*

Ms. Lin is a dedicated examiner for OUSD. She conducts three-point contacts and investigations to determine compensability. Ms. Lin works in a professional and effective manner with claimants, clients, and medical professionals. She is successful in developing action plans and providing claims resolutions of indemnity and litigated claims according to best claims practices. Ms. Lin started in workers' compensation in 2004 and continued to be a senior claims examiner at different organizations, from small businesses to large companies. Experienced with public entities and private companies. Ms. Lin's SIP is certified, and her indemnity caseload for last year was 50. Cathy has 10 years of experience paying SC/4850 and three years handling school district/Ed code.

Oakland USD Proposed Team

Organizational Chart



PROPOSED DEDICATED TEAM

TRISTAR proposes a modification to OUSD's team to better meet your needs. TRISTAR proposes the addition of an Account Manager as an added resource to expand our level of service to OUSD. In addition, we propose adding a Senior Examiner and modifying from 2 claim assistants to 1.5.

Elaine Vega, *Account Manager*

Ms. Elaine Vega manages the relationship, structure, and performance of all assigned client accounts. Provides consultative guidance and support across all contracted services to ensure program success and goals are met. As the primary point of contact, Elaine remains accountable for reporting on key performance indicators, identifying loss experience, and any trends impacting overall program performance. Elaine will partner with clients to organize standing business reviews or stewardships, client renewals, contract revisions, and the identification of industry trends to drive results. Prior to joining the TRISTAR team, Elaine worked as an executive with various managed care entities with a focus on the client experience during times of acquisition integration and consolidation. Elaine has managed account management teams at various managed care organizations with a focus on workers' compensation cost savings, client retention, and quality service execution. Elaine has extensive account management expertise and finds joy in building relationships with customers, colleagues, and industry partners. She serves as an internal and external consultant to identify customer needs and develop customer-focused strategies. She is focused on optimizing the customer experience and creating value. Elaine is a 30-year veteran of the workers' compensation arena with a focus on managed care and disability management services. Elaine began her career as a vocational rehabilitation counselor. Since then, she has worked in various roles across all 50 states and cost containment service areas, including field case management, TCM, UR, pharmacy, PPO, and bill review. Ms. Vega holds a BS in Criminal Justice from California State University, Los Angeles, with a minor in Spanish.

C. Claims Administrative Services

In a maximum of fifteen (15) pages, describe the firm's claims administration policies, procedures, and best practices that ensure superior service to OUSD employees while maintaining economic and administrative control over claims costs. Describe the interaction between the examiner and the injured worker beyond the initial three-point contact. Describe the firm's claim diaries and how it keeps files active and focused on the conclusion. Describe how you measure the adjusting team's performance. Discuss the firm's claims reserving philosophy and practices which are in place to monitor reserves. Describe the programs the firm has in place to control drug use and abuse and reduce their associated costs.

Claims Administration Policies and Best Practices

TRISTAR's quality assurance process provides a consistent basis for continuous and incremental improvement in leakage reduction and constant re-evaluation of best-in-class practices. As such, it has developed Best Practices guidelines for each phase of the claims process, including:

Coverage. Prompt written confirmation and/or analysis of coverage.

- Prompt confirmation that policy information is accurate and applicable
- Reinsurance determined and reported where applicable

Contact. Same-day contact with all parties involved in the loss, including the plaintiff's counsel.

- Same-day contact with the employee, employer, and doctor to determine compensability and injury
- Regular aggressive follow-up with contacts throughout the life of the file

Investigation. Timely and adequate documentation of facts and the development of an initial investigation strategy plan.

- Recorded statements on back injuries, with others at the discretion of supervisor, adjuster, and/or client requirements
- Wage information obtained and appropriate rate determined
- Outside investigation completed when necessary
- Indexing on all lost time cases
- Fraud indicators checked and referred for Special Investigation (SIU) when appropriate
- Regulatory requirements and turnaround times met and/or exceeded
- Initial diary set at 30 days with subsequent follow-up no more than 90 days

Recovery/ Contribution. Constant, effective recognition, investigation, and pursuit of recovery and/or contribution possibilities, as well as deductible collection.

- All new losses reviewed by a supervisor for potential subrogation
- Potential sources of recovery are identified and placed on notice immediately
- Other sources of recovery, such as SIF or other state funds, pursued aggressively

Evaluation. Appropriate analysis of liability and damages.

- The claim file must reflect the development, strategy, and action plan necessary to resolve the claim while complying with Home Office Technical Claims reporting requirements.
- All losses evaluated for potential financial impact immediately upon receipt

- Initial reserves established within five days (30 days on significant cases) and changes within 30 days
- Home Office referral for guidance and direction on all files meeting established criteria

Medical/ Disability/ Rehabilitation Management. Aggressive management of the medical care and treatment of the injured employee, utilizing a wide range of techniques designed to return the injured employee to gainful employment as quickly as possible.

- Lost time cases involve the aggressive pursuit of Return to Work/Light Duty
- Disabilities and restrictions determined in a timely manner
- Medical reports obtained promptly and reviewed by the adjuster for early disposition
- Medical management aggressively followed with early intervention nurse and medical provider
- Prior to releasing TTD checks, contact made to confirm the employee is disabled
- Independent medical exams set up when appropriate
- Assignment to approved rehabilitation vendors when appropriate and close follow-up and direction

Negotiation/ Disposition. Disposition of claims, using good judgment to obtain the best possible timely result.

- Claim adjuster to review settlement strategy and plan with supervisor
- Negotiation conducted promptly and aggressively and documented in the file

Supervision. Substantive supervisory file handling guidance and coaching throughout the life of the file to efficiently channel the claim toward an effective resolution.

- Supervisors do not carry personal caseloads
- Initial 14-day diary review
- Subsequent reviews at 90-180 days
- All denials, re-opening, reserves/settlements/payments over adjuster authority level, cases proceeding to trial, award payments, change in claim type/benefit, and more
- All reviews and evaluations documented

Customer Service. Service times for initial and subsequent contact with our customers, responses to correspondence, and status requests.

- Contacts and return phone calls made the same day
- Claim Handling Instructions (CHI) followed
- Reserve increases and settlements discussed with customer as required

By definition, Best Practices are not static but are subject to improvement. They are continuously reviewed and updated to help TRISTAR achieve and sustain world-class performance. A complete copy of the most current Best Practices documents, which is a very large document and can be provided upon request.

Claimant Communication

TRISTAR recognizes that one of the most important tasks we are charged with is guiding our clients' injured workers fairly and compassionately through the claim process. Our adjusters and assistants speak with the employees on a regular basis in order to explain to them their rights, obligations, and options. This communication begins with the three-point contact at the initiation of a new claim. Three-point contact keeps communication channels open between the injured worker, the employee's supervisor, and the treating physician. From the very beginning, we will explain their benefits according to statutes, i.e., temporary disability benefits, mileage reimbursement, etc. All injured workers have direct access to adjusters, supervisors, and managers to resolve any disputes or complaints. Claims managers and supervisors bear the important responsibility of providing additional layers of assurance that each injured worker is treated fairly and equitably and that any problems or complaints are addressed in a timely manner.

The assigned adjuster is responsible for entering the known information into the claims system, obtaining a claim number, and directing the makeup of the claim file. The adjuster accomplishes this within one to two working days of receipt with information available at the time. The adjuster enters all initial claims notes under the keyword or notepad type of "Initial Review and Account Information" and addresses all issues by either commenting or indicating that an issue does not exist. The adjuster identifies a plan of action and determines appropriate future diaries. As part of the initial entry of information, the adjuster must assign each file a diary date for review by the adjuster and a diary date for review by a supervisor. All files must have future diary dates at all times. The diary date is dictated by the facts of the claim and when future adjuster review is required. The date should not be more than thirty (30) days in the future unless the claim is inactive.

Adjuster Diary

Newly reported claims enter an automated new losses queue, where the designated supervisor reviews and assigns the case to the appropriate designated adjuster by client and claim type. The adjuster receives an email notification, and a diary is established for the new file. Adjusters maintain a diary system to ensure that all claims are reviewed on a scheduled basis. Each adjuster and assistant maintains their diary dates electronically within the claims system. All open claims have a scheduled future diary date. Each diary review includes a brief synopsis of the current status and action taken, documentation on the adequacy of the reserves, the applicability of subrogation and nurse case management, and a plan of action detailing steps to bring the claim to a conclusion.

Our claims system also customizes diaries for specific types of follow-up, including claims in which additional information is required. In addition to the many automated diary edits, the adjuster or supervisor may enter manual diaries for various reasons specific to a particular claim. A diary is automated for subrogated claims, re-opened claims, delayed and denied claims, and claims reportable to the excess carrier.

Claims receiving indemnity benefit payments are on a two-week payment diary. Open Medical Only and Indemnity claims have a diary set every 45-60 days. Claims with known dates of events beyond 45-60 days may have a diary set accordingly. This includes cases with medical evaluations scheduled more than 60 days in the future and cases set for trial or hearings. However, for claims where indemnity benefits are continuing, the scheduled diary shall remain on a 45 – 60-day interval. The diary date is set for a reasonable period of time in order to monitor the status of the hearing or trial. Future medical claims may be on a six-month diary.

TRISTAR has also developed automated diaries based on key claims activities, i.e., reserve changes, authority levels, etc. TRISTAR modifies these requirements or business rules based upon individual "Client Servicing Instructions," which are different than TRISTAR Best Practices.

Supervisor Diary

TRISTAR supervisors do not carry personal caseloads. They work directly with unit managers, client services, and clients as technical experts and advisors. They work with their teams to help ensure compliance with Best Practices, Client Handling Instructions, and statutory/regulatory requirements. Supervisors guide and mentor the team and oversee performance, quality of work, team workflow, and conduct quality reviews. Supervisors approve reserves and payments within the authority, monitor caseloads, and maintain close involvement in high-exposure and complex cases.

Supervisors maintain all new indemnity claims on an initial 14-day diary and a subsequent 90-day diary from TRISTAR's receipt of the claim or conversion from Medical Only to Indemnity in order to appropriately monitor the claim. The 14-day diary will ensure that the appropriate compensability decision is made, a thorough and complete plan of action is documented, all notices and/or letters are sent, and applicable benefits paid are timely and accurate. The 90-day diary is to monitor and review management of the claim. This ensures that all benefits continue to be paid at appropriate intervals, all notices are issued timely and accurately, and that the overall management of the claim is appropriate to bring the claim to conclusion with a concise plan of action. The supervisor or manager must document in the claim notepad their review and comment accordingly. At the time of their review, the supervisor or manager enters all appropriate diaries for their subsequent review of the claim. For jurisdictions that allow a claim to be delayed for an investigation, the supervisor shall maintain an appropriate diary on the claim to ensure timely denial or acceptance is completed. Appropriate follow up diary shall be placed as needed.

Following the initial 90-day review, supervisors maintain subsequent diaries set on all open active indemnity claims 90-180 days depending upon the nature and complexity of the claim. Active claims include but are not limited to unsettled claims, litigated claims, actively recurring indemnity payments, and ongoing medical payments. A thorough review is conducted to ensure all issues are being addressed, including but not limited to excess reporting, subrogation, appropriate Plan of Action, reserves, indemnity benefits, and appropriate medical treatment. Future medical claims are put on the supervisory diary at least every 180 days.

Branch Managers

Branch Managers review all active claims over $450,000 at least every nine (9) months. Active claims include, but are not limited to, unsettled claims, litigated claims, actively recurring indemnity payments, and ongoing medical payments. A thorough review shall be conducted to ensure all issues are being addressed, including but not limited to excess reporting, subrogation, appropriate Plan of Action, reserves, indemnity benefits, and appropriate medical treatment.

Sample Diary Reports

TRISTAR has multiple diary reports, including Claims with No Diaries, Diary Cycle Report, User Diary, and more. Additionally, the claims system has a diary screen for each claim file that indicates future or pending diaries or late diaries. Diary reports can be produced for a particular claimant, claim type, adjuster, client or branch, diary edit date, diary priority, diary recipient, diary type, and more.

Run Time: 09:14:19

Diary Cycle Report

Claim Number	Claimant	Injury Date	Examiner	Next Diary Date	Last Notepad Date	Cycle Period	Comment
16650263	[redacted]	10/01/2016	[redacted]	03/06/2017	01/04/2017	62	
16649261	[redacted]	10/24/2016	[redacted]	02/21/2017	12/05/2016	79	
16652028	[redacted]	12/19/2016	[redacted]	02/07/2017	01/04/2017	35	
16647029	[redacted]	11/03/2016	[redacted]	02/02/2017	01/03/2017	31	
16645278	[redacted]	10/21/2016	[redacted]	01/19/2017	01/03/2017	17	
16649575	[redacted]	11/27/2016	[redacted]	01/19/2017	12/19/2016	32	
16646304	[redacted]	10/31/2016	[redacted]	01/13/2017	01/03/2017	11	
16649754	[redacted]	11/21/2016	[redacted]	01/11/2017	01/04/2017	8	
16644058	[redacted]	10/12/2016	[redacted]	01/11/2017	01/05/2017	7	
16650662	[redacted]	12/07/2016	[redacted]	01/10/2017	01/04/2017	7	
16649487	[redacted]	11/28/2016	[redacted]	01/09/2017	01/03/2017	7	
16652010	[redacted]	12/17/2016	[redacted]	01/06/2017	01/04/2017	3	Diary is past due
16649020	[redacted]	11/19/2016	[redacted]	01/03/2017	01/03/2017	1	Diary is past due

Figure 1: *Sample Diary Cycle Report*

Below is a sample print screen of a claimant diary screen. The User can click on any diary or download all diaries for review.

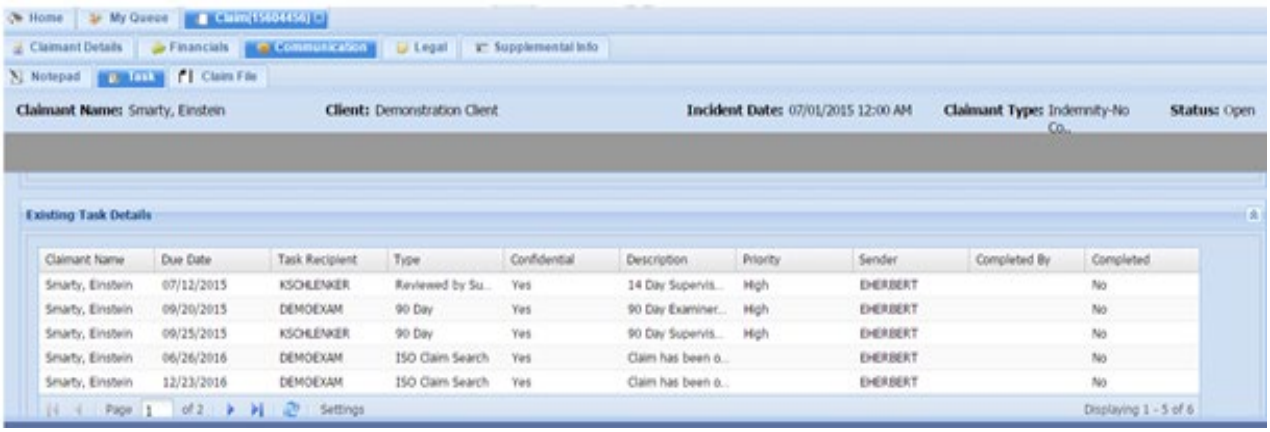


Figure 2: *Individual Claimant's Diary Screen*

Every claim file must stand alone and provide an accurate record of the activity to date, even when it is a companion claim. Documenting the claim file when the activity occurs preserves the data and serves as a tool in managing the claim, as well as providing an important audit trail. All claims personnel are responsible for documenting the claims system claim notepad when any activity occurs to a claim file, e.g., benefit payments are issued, compensability determinations are made, telephone calls are made or received, and all other pertinent file activity. TRISTAR's policy with regard to file notes is as follows:

- Maintain professionalism in all file notes
- Document all phone conversations in the claim system notepad.
- Accurately include all available information
- Notes should be easily understood, even by those unfamiliar with the industry
- Commonly used abbreviations are acceptable; a list of acceptable abbreviations is included in our policy and procedure manual
- Activity is documented on the file the same day it occurs to assure an accurate history
- Facts, analyses, and rationale for decisions or activity, including client approvals, should be documented as the file moves to conclusion
- All entries should be reviewed for correct spelling and proper use of grammar

Notes are consolidated in the "Communication"/"Notepad" tab and organized by Note Type (such as File Note, Supervisor Note, Nurse Note, SCHIP Reporting Update, Investigation, Attorney Comment, Payment Comment, Client Comment, Plan of Action, and more). Notes may be sorted and filtered by various fields, including add date, edit date, confidential flag, and note type. They may also be downloaded into Excel format.

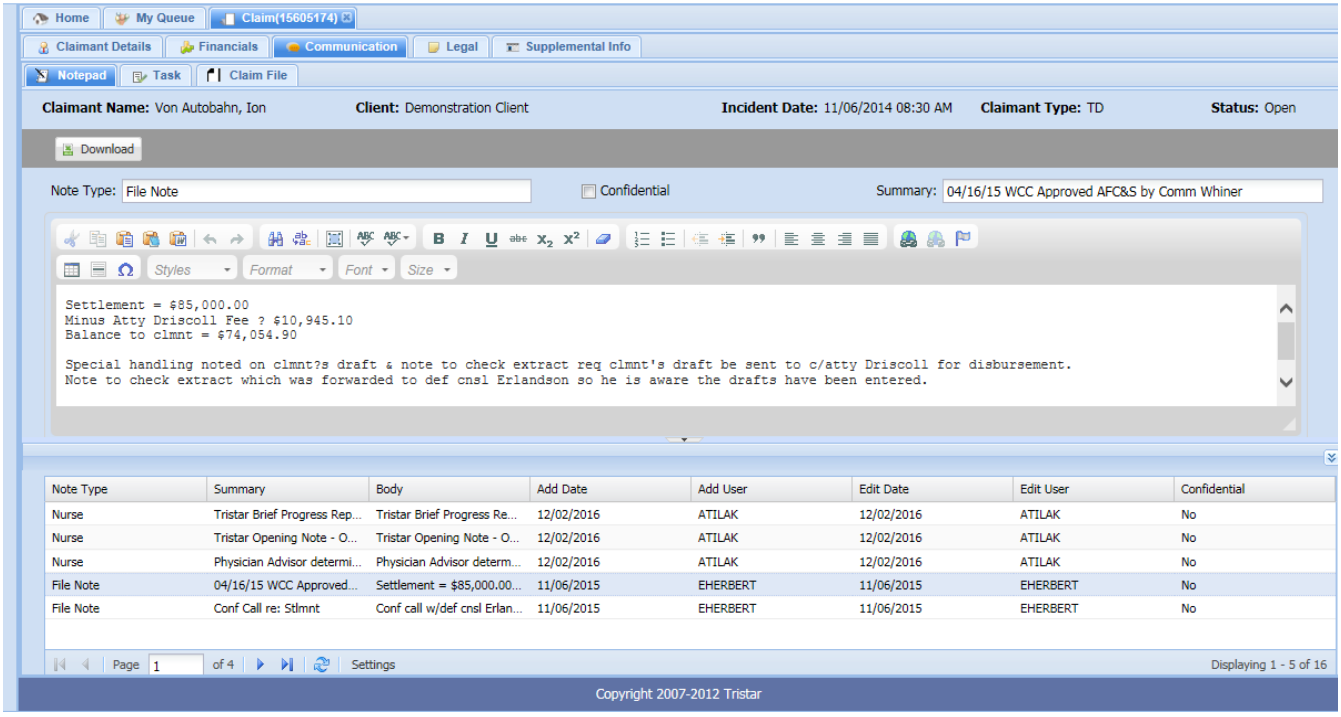


Figure 3: *Screenshot of Adjuster Nots Access*

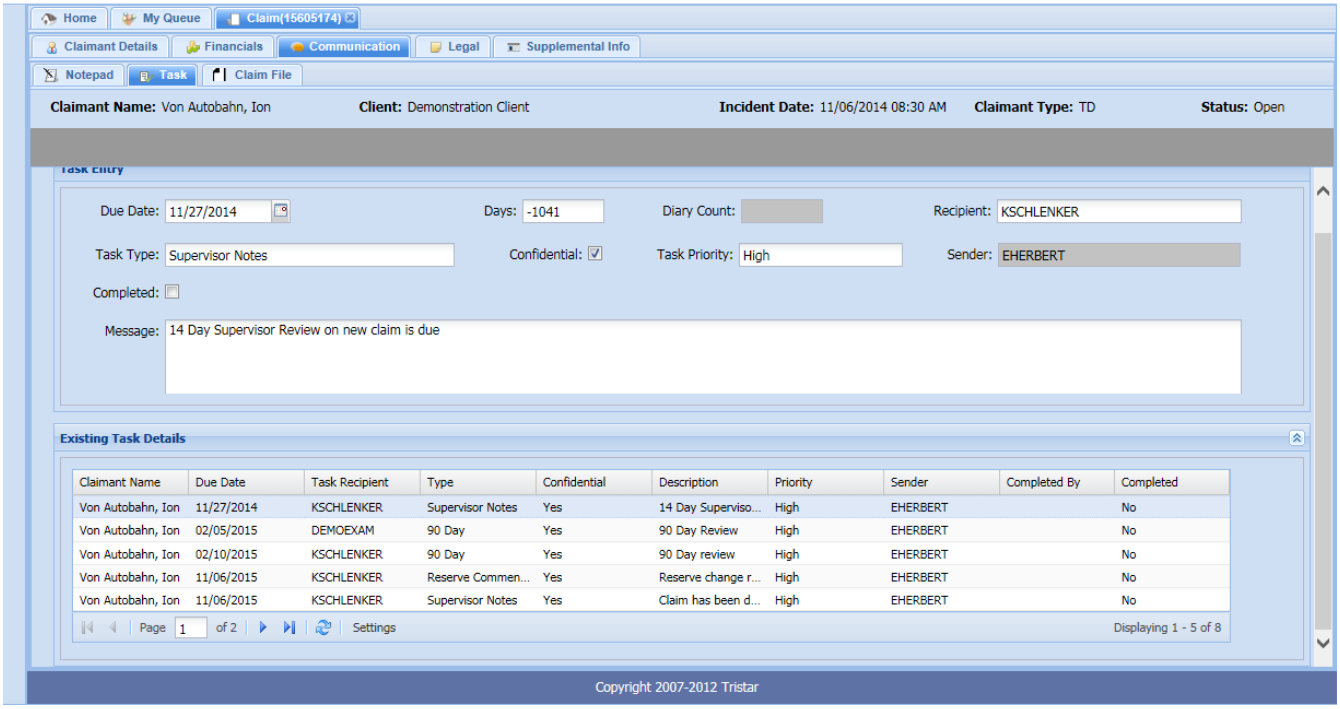


Figure 4: *Diary / Task View*

Team Performance

Should an audit or evaluation reveal a gap in performance that we believe may be corrected, TRISTAR will institute an individualized performance plan that will include additional training covering the problem area(s) identified, close ongoing direct supervision and mentorship, and regular status checks to assure that progress is made in closing any gaps in performance or knowledge. Should an audit or evaluation reveal negligence on the part of the adjuster or staff person, TRISTAR will remove the adjuster or staff person from the account. In this instance, TRISTAR will assign an interim backup team member until a permanent solution/candidate can be identified and onboarded to fill the position. TRISTAR's in-house recruitment team diligently replaces employees on a temporary basis and permanent basis, as needed, to provide seamless service to our clients.

Supervisors are expected to review each indemnity claim within 14 days of receipt of the claim and again between 80-110 days if the claim is accepted. A more frequent timeline is required if the claim is delayed/under investigation in order to confirm the claim is moving to determination. Monthly and quarterly internal audits are conducted to confirm the supervisors are conducting the required reviews. During the annual internal audit, the supervisors are reviewed to ensure that they provide comments and direction, with follow-up for the claim and the adjuster.

Reserving Philosophy

TRISTAR understands the importance of accurate reserves on our clients' financial predictability. Our philosophy is to determine outstanding liabilities established at the ultimate probable cost - what we believe will ultimately be paid on the claim - not necessarily the maximum exposure. The adjuster must establish reserves correctly and timely for the following reasons:

- The accuracy of the client's financial statements, which include reserves as current liabilities, depends on appropriate reserves.
- The client's actuaries base their determination of Incurred But Not Reported (IBNR) losses on an analysis of paid and unpaid losses.
- The reserves established by the claims administration department make up the unpaid loss portion.
- Loss reserves are a major component used to calculate loss ratios for each client. The client can use loss ratios to evaluate the performance, and loss ratios can affect premium rates.
- To ensure regulatory agencies accept future liabilities.

TRISTAR establishes the initial reserve within five business days of receipt of the claim. The adjuster will document the supporting rationale of any reserve or reserve change entered in the claim system file. Reserves are established based on the merit of the claim and the information obtained during the initial investigation. Information taken into consideration when setting the reserves may include but not necessarily be limited to the following:

- Type and severity of the injury
- Age of the injured employee
- Occupation
- Local cost of treatment
- Expected length of the disability
- General health and motivation of the injured employee
- Jurisdiction statutory considerations

These factors and the adjuster's experience are considered when reserving for the estimated ultimate probable cost of the claim. Adjusters will re-evaluate reserves at each diary review, and if unanticipated, significant information is received, may alter the amount of the reserve. The adjuster completes a reserve worksheet for each reserve adjustment on an indemnity claim and enters documentation in the claim system notepad supporting the reserves' rationale entered or adjusted.

Drug Use/Abuse Program

TRISTAR's subsidiary, TRISTAR Managed Care, facilitates a seamless and strategic response to the potential of drug use and abuse. In collaboration with Fourstone, the TRISTAR Pharmacy Program offers drug testing, interpretation, and outreach. The TRISTAR program provides innovative tools for monitoring behavioral health, chronic pain, and criminal justice cases. A detailed description of the program can be found in the managed care section on page 26.

D. Caseloads

Indicate the maximum number of indemnity files handled by the proposed claims examiners and whether they will be dedicated examiners on OUSD's account. Indicate who on the staff is responsible for responding to customer service concerns and what authority they have to resolve issues

TRISTAR believes that claim professionals must have appropriate workloads to achieve the best possible outcomes. Our best practice maximum caseloads are listed below. Note that supervisors and managers do not carry personal caseloads, as they are dedicated to quality assurance, technical oversight, and team management support.

- Supervisors and Managers: No personal caseloads
- Workers' Compensation Indemnity: 125-150 pending/16 new per month
- Workers' Compensation Medical Only: 250 pending/80 new per month

E. Audit Results

Provide the most recent Department of Workers' Compensation Audit Unit audit results and any managed care audit results. Please provide the last PRISM audit results if the firm handles PRISM claims.

Please see **Attachment 1: TRISTAR's PRISM Audit.**

F. Investigation

In one (1) page or less, describe the firm's criteria for assigning field investigations and/or sub rosa on workers' compensation files. List the companies you assign to investigations and specific reasons why you have selected them. Provide data about your fraud conviction successes.

TRISTAR's responsibility to our clients is to determine if claims made by their employees for obtaining benefits are compensable under relevant jurisdictional statutes regardless of the type of claim. The process for determining whether a claim is compensable is to conduct a thorough investigation with regard to whether the claimed injury arose out of/or in the course of employment (AOE/COE).

The adjuster evaluates a claim to determine compensability based on facts gathered in conjunction with relevant statutes. The adjuster will accept or deny the claim within the required statutory timeframe and will secure approval from OUSD prior to the issuance of a denial.

Three-point contact (employee, employer, medical provider, and witnesses, if any) is an important step in the initial investigation/verification of a claim. Within one business day of receipt of the claim, the adjuster attempts three-point contact on all claims with an indemnity claim status and appropriate medical only claims. If needed, an additional attempt is made the next business day. If, after two attempts, the adjuster is unable to reach any of the three contacts, a letter or e-mail follow-up is sent.

Unless otherwise requested by our Client, completion of the three-point contact is not mandatory on claims set up with a simple medical only claim status; however, at least one contact is made to verify the claim, such as the employer and an initial receipt and acknowledgment of reported incident letter is sent to every claimant.

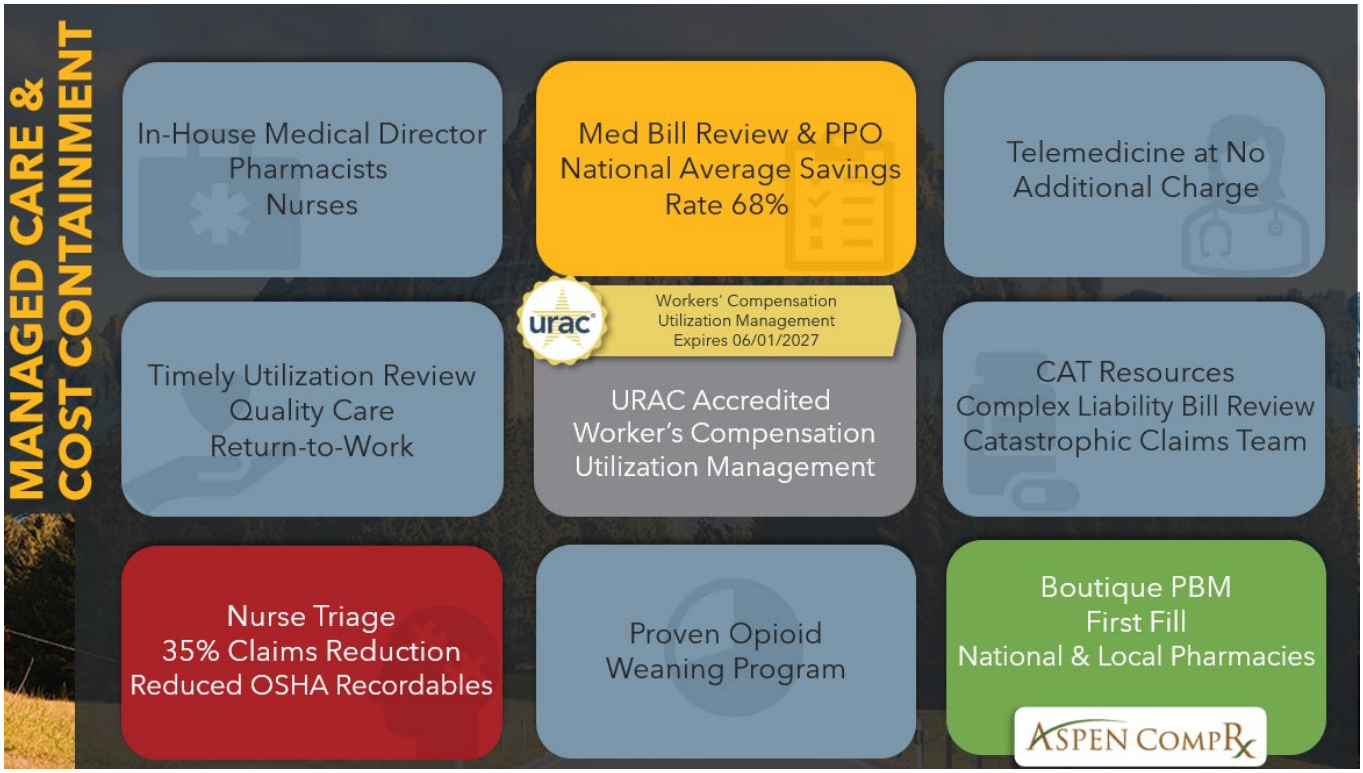
The three-point contacts are completed as necessary to appropriately manage the claim (such as return-to-work modified duty or multiple injuries to the same body part) or per the individual client service instructions. A summary of the salient points of the three-point contact is entered in the claim notepad, which is accessible to OUSD via TRISTAR's risk management information system, TRISTAR

Connect. Should OUSD require additional or different contacts, TRISTAR will include that direction in the customized handling instructions for the program.

G. Managed Care Services

Identify any company-owned and affiliated managed care services to include, but not limited to, bill review, utilization review, and nurse case management. Provide a description of each ancillary service, including an organizational chart, physical location and description of where the work is being conducted, management structure, and the number of employees. List all outside vendors you currently work with, including the services they provide. If such services were awarded to one or more vendors not owned by or affiliated with the firm, describe how the firm would work with such outside providers to ensure effective and efficient service to OUSD. Include any limitations the firm may have in working with outside vendors.

TRISTAR's subsidiary, TRISTAR Managed Care (TMC), offers a variety of cost containment strategies for clients, including managed care programs that include 24/7 call center, nurse triage, early intervention, predictive return to work modeling, telephonic and field case management, physician review, treatment protocols, and more. Our bill review audit and PPO network access programs are part of our cost containment programs. Our ability to negotiate the best price nationally affords our customers the best outcomes.



Medical Bill Review

TRISTAR reviews all types of medical bills, including, but not limited to, medical provider bills, facility fees, prescription invoices, radiology, durable medical equipment, and other ancillary service invoices. TRISTAR also reviews non-medical bills or "pass-through" bills, as applicable. TRISTAR is responsible for accurately and completely entering all bill review information into our bill review software. We will track the receipt, input, processing time, and accuracy of each bill submitted.

Additional Bill Review Services

TRISTAR Managed Care is pleased to announce improvements to our bill review platform that will build upon our industry-leading program for our clients. We believe that the enhancements to our program will save our clients $14.5 million in addition to the high savings they achieve today.

Our improved platform upgrades went into effect on September 2024. We expect increased savings for our clients from the following rules and edits that will now be incorporated into our bill review process:

- **Rarity database review** – simply put, our RARITY database is used to decide the relatedness of a procedure or drug code to a diagnosis code. If a procedure is determined to be "Rare" for the given diagnosis, the procedure will not be approved without proper documentation from the treating provider.
- **Medically Unnecessary Treatment** reviews to decide if an excessive quantity of procedures are being performed based on a diagnosis code.
- Additional Scope and edits **provide a deeper review of billed procedures** and compare them to AMA-recommended guidelines.

Clinical Nurse Review

As part of our cost containment bill review program, a clinical nurse review entails a licensed nurse with coding certifications reviewing any flagged medical bill against medical records and evidence-based guidelines to ensure that only appropriate treatment was rendered to the injured worker. This ensures our clients only provide care for all reasonable and necessary treatment.

Telephonic Nurse Triage

TRISTAR's nurse triage model helps assure timely reporting and has proven effective in reducing the severity and the incidence of claims.

Timely incident reporting is crucial to mitigating the costs of workplace injuries. According to a study conducted by Liberty Mutual, the following increase in expense occurs with each delay in reporting:

- 4-7 Days: 9%
- 1-2 Weeks: 20%
- 2-3 Weeks: 32%
- 3-4 Weeks: 48%
- 5+ Weeks: 72%

> *"I recommend nurse triage for anyone looking to support their employees and managers and bring down their workers' compensation costs overall."*
>
> -Katrina Bray, Former Disability Case Manager
> California Water Service/TRISTAR Client

Our 24-hour call center is accessed via a toll-free phone number and is staffed by highly skilled nurse case management personnel who capture pertinent medical details. When an injured employee reaches our nurse triage call center, we are able to customize our triage intake script to each client's needs. The nurse aids the injured worker in self-treatment or refers to an appropriate provider utilizing medical triage guidelines, including follow-up calls and transfer to the claims team and/or early intervention nurse, if any. All calls are recorded.

What can Telephonic Nurse Triage Do?

- Support all shifts, all locations, 24/7 – East Coast/West Coast Operations
- Reduce Reporting Lag Time
- Provide Prompt, Guided Access to Medical Care
- Recommend Self-Care When Appropriate
- Improve Employee Satisfaction
- Reduce Lost Time/Temporary Disability and Wage Continuation Expenses
- Improve Productivity
- Reduce Claim Frequency and Severity
- Reduce Claim Costs
- Reduce OSHA Reportable Occurrences
- Improve Safety Culture
- Decrease in Claims can Reduce Claims Administration Fees

TRISTAR Nurse Triage Solutions Have Helped Clients Achieve:

- 30-40% Transference of Claim Volume to Report Only/First Aid
- 30-50% Decrease in OSHA-Reportable Incidents
- 25% Reduction in Total Claim Costs
- Improved Employee Confidence in Claim Process
- Improved Return-to-Work Outcomes
- Total Reduction in Cost of Risk
- Proven Return-on-Investment

Telemedicine

The program offered to OUSD for telemedicine utilizes physicians who are occupational physicians specializing in work-related injuries and illnesses or specialty providers based on the type of injury. Physician charges for evaluation and management are fee-scheduled with a PPO discount for OUSD, the same as if the employee was seen in the doctor's office. There is no fee to set up telemedicine services. TRISTAR utilizes Concentra for this program, and the member can designate Concentra Telemedicine as one of its designated providers. TRISTAR has set up customized workflow processes to provide work status and medical records to authorized personnel after an employee has utilized telemedicine.

Telemedicine can be incorporated within the Nurse Triage Platform. If treatment is recommended at the time of the call, and the injured worker is a candidate for telemedicine, the triage nurse can immediately set up the worker within the virtual waiting room to be seen by the telemedicine provider.

Nurse Case Management

TRISTAR defines medical case management as the establishment and coordination of a treatment plan that is medically appropriate and enforces the application of the treatment plan. We are committed to improving the quality of care and controlling costs while managing treatment to ensure optimum outcomes. Medical case managers maintain contact with employees, doctors, claims professionals and OUSD's HSE and HR staff to control medical utilization, obtain enhanced injured employee compliance with optimal treatment protocols, and expedite return to work. Telephonic and Field Case Management can be an integral part of an interdisciplinary team to facilitate open communication with the common goal of return to work, coordination of care, and return to health for the injured worker. It is the case manager's goal to promote quality, timely and cost-effective outcomes.

Suggested Telephonic Case Management Referral Criteria:

- In-patient hospitalizations
- Cumulative Trauma with Anticipated Loss Time
- Accepted Psychological Claims/Stress Claims
- All Cases with Over 14 Days of Anticipated Disability
- Inconsistent Medical Findings- subjective cannot be supported by objective findings
- Multiple Treating Physicians
- Frequent changes of primary treating physician
- Pre-existing conditions that may prolong treatment (i.e., diabetes, hypertension, heart problems)
- Patient with a History of Drug/Alcohol Abuse
- Continued Treatment by Non-Specialist Beyond 30 Days

- Non-compliant treating physicians
- RTW issues- continued/prolonged, modified duty, unchanged work restrictions
- Roving diagnosis-continuing changing diagnosis (i.e., starts as carpal tunnel, changes to epicondylitis, changes to rotator cuff to cervical strain)

Suggested Field Case Management Referral Criteria:

- Catastrophic injuries
- Multiple Treating Physicians
- Head Trauma/Loss of Consciousness
- Spinal Cord Injuries
- Second/Third Degree and Electrical Burns
- Robberies/Assaults
- Toxic Exposures
- "Repeat" Claimants/ Pre-existing Conditions
- Amputations
- Home modifications
- Investigational or experimental treatment or devices
- EE released to full duty with no MMI in sight.
- Tasks Assignments:
  - Obtaining information or medical records from the medical provider
  - Attend an appointment to obtain MMI
  - Attend an appointment to obtain RRTW - modified or regular

The claims examiner will reference OUSD's Client Servicing Instructions for information regarding:

- The need to obtain authorization prior to utilizing Nurse Case Management services
- The requirement to use Nurse Case Managers
- The criteria for the use of Nurse Case Managers

The claims examiner documents the reason for the referral in the claim notes. If the claims examiner determines that Nurse Case Management is not indicated on a claim, clear documentation supporting the decision is also entered into the claim notepad.

The claims examiner manages the Nurse Case Management progress. When the cost-effectiveness of nurse case management is eliminated, the claims examiner requests the nurse to close their file.

Pharmacy Benefits Management

TRISTAR's in-house PBM program, AspenCompRx, is under a PharmD's leadership, and RPhs provides the same boutique experience that our clients have come to expect from the rest of TRISTAR. It was designed with our clients in mind. It provides competitive pricing, customized evidence-based programs, and customized, actionable reporting based on comparisons with similar entities, as well as our full book of business. TRISTAR's PBM is dedicated to being flexible to truly meet the needs of our clients and to coordinate and communicate with our clients to provide successful programs.

TRISTAR's dedication to providing a boutique experience for each client is visible in the ***flexibility*** of its PBM. TRISTAR's PBM is designed with actionable reporting, which ensures meaningful change. High-risk claims are defined by each program's needs. They focus on MED, topicals, and dangerous drug combinations, promoting first-line medication use so that TRISTAR's staff can actively work with providers and patients to find the best solutions to their pharmaceutical needs while keeping the patients safe and not creating long-term issues. A suite of Managed Care Services ensures appropriate, necessary care while mitigating fraud, waste, and abuse. Case Management, Utilization Review, therapeutic alternative reviews, medication reviews, drug testing, weaning programs, provider outreach, and clinical consultation are included in the program.

TRISTAR's PBM pricing is grounded in the actual cost. It is based on AWP and provides a percentage reduction from Fee Schedule or U&C, depending on the claim jurisdiction. All service fees are tiered based on volume.

TRISTAR Managed Care Pharmacy Program

TRISTAR has long supported its clients by providing medication weaning, provider and injured worker support, regimen inquiries, and staff pharmacist case managers. TRISTAR has expanded the program to include the following:

- Medication Weaning
- Provider and Injured Worker Support
- Regimen Inquiries with Suggested Alternatives
- Team of Pharmacists and Pharmacy Technicians
- Formulary Maintenance
- State Formulary Adherence
- High-Risk Claims Identification
- Medication Reviews with Pharmacist or Peer Outreach
- Drug Testing Interpretation and Outreach

Having pharmacists on staff can be a considerable benefit. Specialized medication knowledge enables a pharmacist to:

- Identify potential medication side effects and drug/drug interactions
- Suggest alternative therapies
- Assist with under- and over-utilization of medications
- Create and execute weaning plans that minimize patient discomfort
- Provide studies and evidence to support our recommendations
- Provide medication information and education to stakeholders to ensure the best outcomes for our injured workers

Our pharmacists can provide a comprehensive review of the medication regimen and medical records. They compare the therapy to relevant guidelines and make evidence-based recommendations when warranted. A pharmacist may be utilized to conduct outreach with the provider to initiate changes in therapy, or in those states where contact is permitted, outreach may be performed by a pharmacist or peer doctor. A pharmacist may be utilized to provide information to a Claims Examiner, an Independent Medical Evaluator, or for MSA. A pharmacist may be utilized for hearings regarding treatment.

Drug Testing and Drug Adherence Program

In collaboration with Fourstone, the TRISTAR Pharmacy Program offers drug testing, interpretation, and outreach. The TRISTAR program provides innovative tools for monitoring behavioral health, chronic pain, and criminal justice cases. Our unique pharmacy and drug testing programs provide accurate, actionable results to protect prescribers, hold patients accountable, and optimize their quality of life. Fourstone offers national coverage and specializes in workers' compensation. Telemedicine sample collection is also available. A proprietary algorithm identifies injured workers with an increased risk of 'inconsistent' testing results. Identifying the right candidates provides a more focused and impactful program.

Drug "testing" evaluates the presence of prescribed medications or illicit substances in a patient's system. The testing method can be performed through the collection of urine, saliva, hair, and/or blood. TRISTAR defines Drug "Adherence" as the extent to which the patient's medication utilization matches the prescribed regimen. Results that reflect non-adherence may indicate that the patient is not taking the prescribed medication at all, taking the medication too often, or not often enough. Those would be opportune times to request that the provider reinforce the patient's pain treatment agreement and investigate for further education or intervention.

The process includes many questions that can arise from drug testing results that indicate non-adherence. This process is essential for patient safety, symptom management, cost-savings, and improved adherence. Our program is intended to identify injured workers with an increased risk of inconsistent drug testing results. Examples of risk factors include regimens consisting of more than five medications each month and dangerous drug combinations.

The goals of the program are to:

- Increase patient safety
- Reduce morphine equivalence dosing (MED)
- Increase client savings by reducing fraud, waste, and abuse
- Lower testing costs
- Ensure appropriate testing frequency

The service offerings provide:

- Dedication to service with sample testing available nationwide
- A leader in quality: lab testing is 1 of only 25 certified laboratories (SAMHSA – Substance Abuse and Mental Health Services Administration)
- CLIA, CAP, and CAP FDT Certified
- 100% PDMP electronic database inquiry before filling a prescription

The TRISTAR program includes measurable results and better outcomes through drug testing workflows, drug testing indications, collection kits, non-clinical laboratory reports, prescription alerts, and more.

Utilization Review

TRISTAR is a URAC-accredited provider of workers' compensation utilization management services. The URAC accreditation seal demonstrates TRISTAR's commitment to quality, nationally recognized guidelines, and evidence-based medicine. OUSD can be confident that TRISTAR's processes meet widely recognized national standards and respect patients' and providers' rights.

Pre-Clinical Review

TRISTAR'S utilization review services include an automated pre-clinical review technology matching requests for treatment authorization against appropriate state guidelines (i.e., MTUS, ACOEM, and ODG. The pre-clinical review platform provides fast, consistent, independent, and objective reviews of each treatment request, expediting access to care for injured workers and automatically escalating non-authorized requests. Advanced technology includes built-in access to provider and specialty networks, support penetration, enhanced security and privacy, and integration with the claims, bill review, and nurse case management systems. In California, all requests for authorization are submitted through the platform. While others in the industry may charge a standard utilization review fee for all reviews, TRISTAR's pre-clinical review service is assessed at a fraction of the cost of reviews requiring intervention by a health professional, and fees are waived for requests that are not immediately approved.

Utilization Review by a Health Professional and/or Peer Review: TRISTAR health care professionals provide utilization review, including pre-certifications, discharge planning, length-of-stay reviews, and concurrent care review to assure that as treatment progresses, its duration and type remain appropriate to guidelines. Our health professionals utilize an automated solution to ensure treatment follows appropriate medical guidelines and that treatment is provided at the appropriate level, whether it be in-patient, out-patient, or within a provider's office. Our team has access to many industry-recognized guidelines, including MTUS, ACOEM, ODG, and MGC.TRISTAR also offers peer review services to provide pre-certification, concurrent, and retrospective reviews of the appropriateness and medical necessity of treatments rendered, should the health professional not be able to certify the treatment.

Our Medical Director ensures that our physician panels and criteria are based on professionally recognized standards and developed using sound clinical principles and processes. The TRISTAR treatment protocol systems are evaluated at least annually and updated if necessary, and they remain compliant with all state rules and regulations. TRISTAR feels it is important to work with several panels to ensure that a Medical Director of any specialty necessary is available at all times.

PPO Networks

TRISTAR has many national and regional PPO contracts, and TRISTAR provides access to many national PPO networks to maximize reductions. This provides network access for our clients to drive higher penetration rates and greater savings. TRISTAR's access to PPO networks provides broad geographical coverage and results in reductions greater than other bill review service providers, as well as access for injured workers who may be seeking treatment outside of OUSD primary jurisdictions.

State-Certified Networks

TRISTAR offers certified networks in CA, TX, IL, NY, NJ, and CT.

Ortho-Spine Network

TRISTAR has implemented an ambulatory surgical network that we believe will benefit OUSD and its employees. Provided through Paradigm, this surgical and implant specialty network has unmatched surgical industry knowledge and stakeholder relationships. The network physicians have a comprehensive understanding of workers' compensation workflow and provider/physician dynamics required to manage the administration of a complex network category. The network is a comprehensive, outcomes-based, and quality-based Surgeon and Ambulatory Surgical Network for workers' compensation payers like OUSD. The narrow network is developed by a contracting strategy focused on high-quality conservative orthopedic and spine providers, powered by proprietary business intelligence from data collected on surgical procedures performed by physicians based on specialty and surgical procedures.

Ancillary Networks

TRISTAR has established relationships with specialty service providers for durable medical equipment programs, radiology services, physical therapy and physical medicine, implantable devices, translation, transportation, AOE/COE, surveillance, and fraud investigations, Medicare-Set-Aside and structured settlement services and negotiated appraisal services. All TRISTAR service providers are thoroughly vetted through our cyber security assessment process. These programs are an integral part of our services. Electronic interfaces with service providers allow TRISTAR to continue its own paperless document technology enhancements for our programs.

Additionally, TRISTAR has legal cost containment programs that include negotiated rates, litigation budget expectations, and recommended legal referrals. All staff is trained to identify and pursue subrogation opportunities.

Services provided by TRISTAR:

- Medical Bill Review
- Case Management
- Utilization Review
- Pharmacy Benefit Management – through our company, AspenCompRx

Ancillary Service Vendors

Field and Catastrophic Case Management	**Paradigm**
Physical Therapy	**Medrisk, One Cal, PhysNet**
Diagnostics	**One Call, Apricus, MIS**
Home Health	**Apricus, One Call, CompDME (a certified woman-owned business), Century Pacific**
DME	**Apricus, One Call, CompDME (a certified woman-owned business), Century Pacific**
Translation and Transportation	**iLingo (a certified minority-owned business), One Call, Apricus**
Hearing Aids	**Advanced Hearing, One Call**
Dental Services	**HeadsUp Health Care, One Call**

H. Claims Management System

In a maximum of three (3) pages, describe in detail how the firm's computer system is utilized to provide workers' compensation services and risk management tools. Discuss the capabilities of the system, including client accessibility and whether the system tracks lost time, temporary modified duty, and can provide custom generated reports. Provide samples of standard and customized computer-generated reports the firm prepares for its clients. Exclude exhibits.

TRISTAR's Risk Management Information Systems (RMIS) are proprietary systems developed in-house to streamline claim management and managed care. The claims system provides adjusters with automated access to forms, rates, rules, and regulations to streamline the adjudication process. Standard forms can be customized for customers to reiterate the client's return to work policies and procedures, and our business rules will calculate average weekly wage (AWW) and indemnity benefits. Adjusters have access to federal and state laws, regulations and rates, medical treatment guidelines, and more. TRISTAR's RMIS for both claims management and managed care is connected to **TRISTAR Connect**, a client access portal for real-time accessibility to claim detail and data. The system is paperless, web-based, and offers Android and Apple compatible mobile apps for employers and claimants. TRISTAR Connect provides access to a client dashboard, individual claim detail, and reports. TRISTAR Connect is accessible online using standard software, such as Internet Explorer or Google Chrome browsers, PDF Reader for viewing charts and generated reports, Microsoft Excel for download functionality and generated reports, and AlternaTiff for viewing images. We invite OUSD to view a video overview online at **https://youtu.be/G-sgX9o2rEc.**

TRISTAR's proprietary RMIS system and client portal are maintained and updated by a dedicated staff of highly trained and experienced IT personnel. They are accessible to clients during business hours. IT can also customize access for individual users.

DASHBOARD. Our goal is to deliver relevant, actionable information in a user-friendly dashboard view. There are three tabs within the dashboard, each sharing critical metrics in a presentation-ready format: Claim, Financial, and Loss Control. Our claim view includes a Trial Calendar with a rolling two-month view of upcoming hearings and trial dates. Each dashboard screen offers a one-click dropdown to view the data populating the report, an option to print or export, and many of the dashboard reports include "hot sites" where merely scrolling the mouse over the site will produce a pop-up with key detail on that data point.

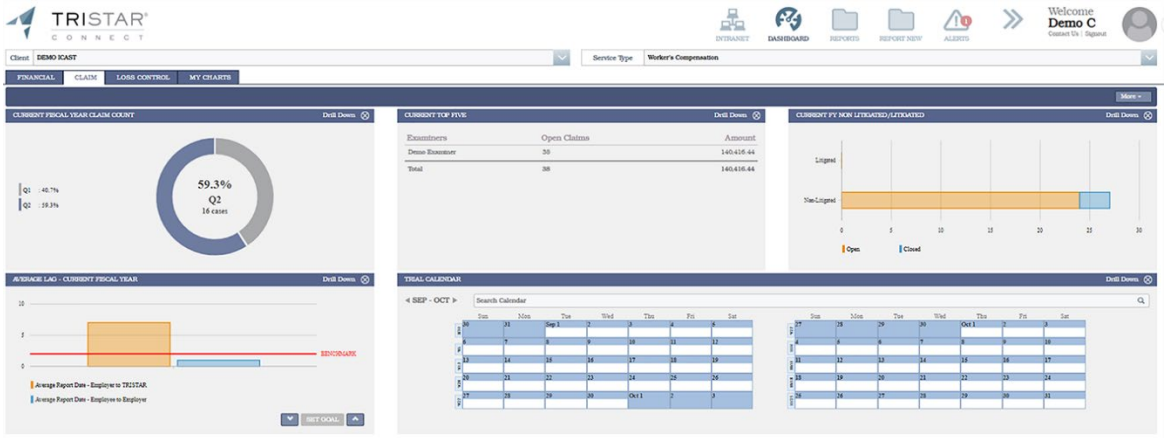


Figure 5: *Sample Dashboard Screenshot of TRISTAR Connect.*

CLAIM DETAIL. Includes diary, notes, payment processing, reserves/reserve changes, litigation, medical management, policy management, correspondence, work status and restrictions, vendor tracking, correspondence, and more. Users can open three separate claims simultaneously via independent tabs within the portal.

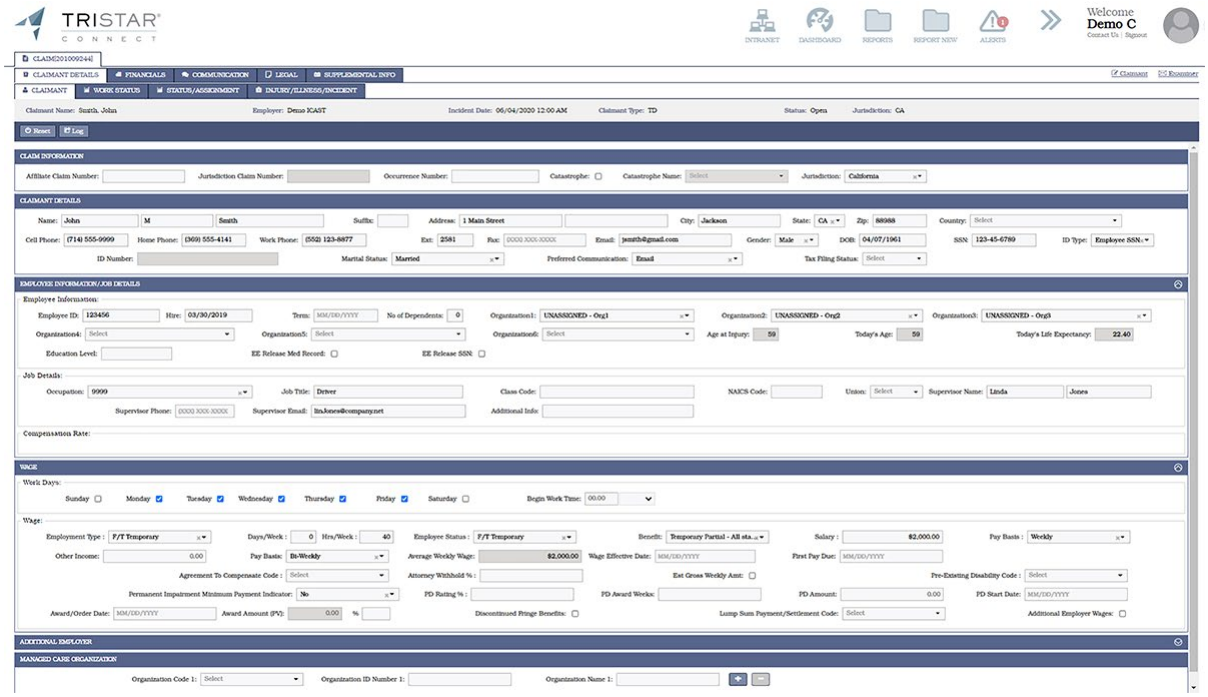


Figure 6: *Screenshot of a Sample TRISTAR Connect Claimant Claim Detail screen.*

REPORT MODULE. Standard management reports and customized, ad hoc reports are available to run, view, print, email, or download. We offer over 80 reports such as Loss Prevention, Loss Triangles, Claim Log, 1099s, etc. Reports may be programmed to run automatically or a user-designated schedule.

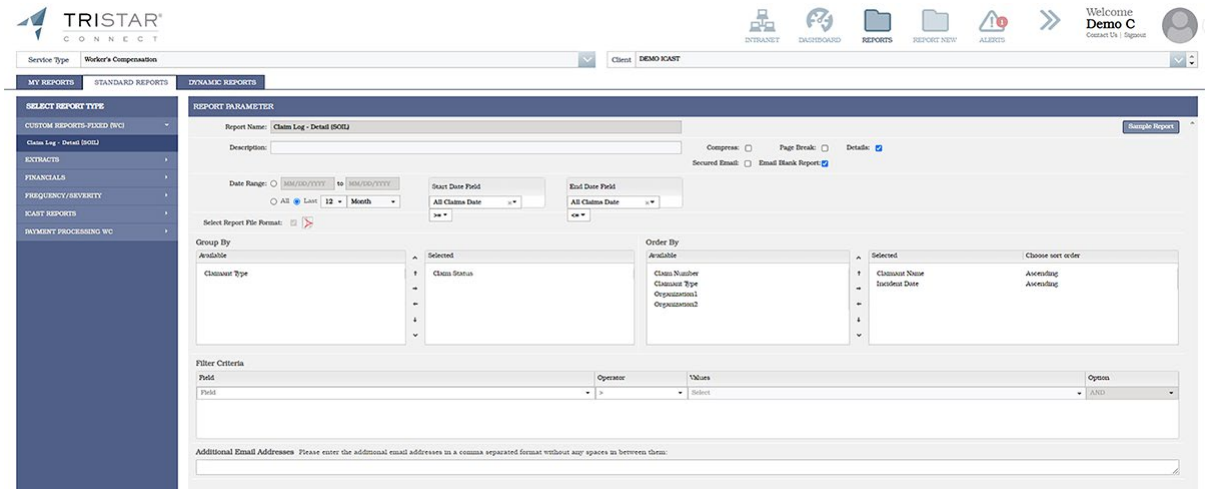


Figure 7: *TRISTAR Connect Report Generator Screenshot.*

ALERTS. Our tools allow for customized alerts based on client-specific criteria, such as reserve changes in excess of a given amount, large payments, closing notices, and the like. User Defined Examples include but may not be limited to:

- Attorney added
- Claims open with zero reserves
- Claims that have been reassigned to a different adjuster
- Claims that have closed
- Claims that have a reserve change – increase or decrease greater than a specific dollar amount
- Work status change
- Incurred over certain amount
- New claims this month
- Paid over certain amount

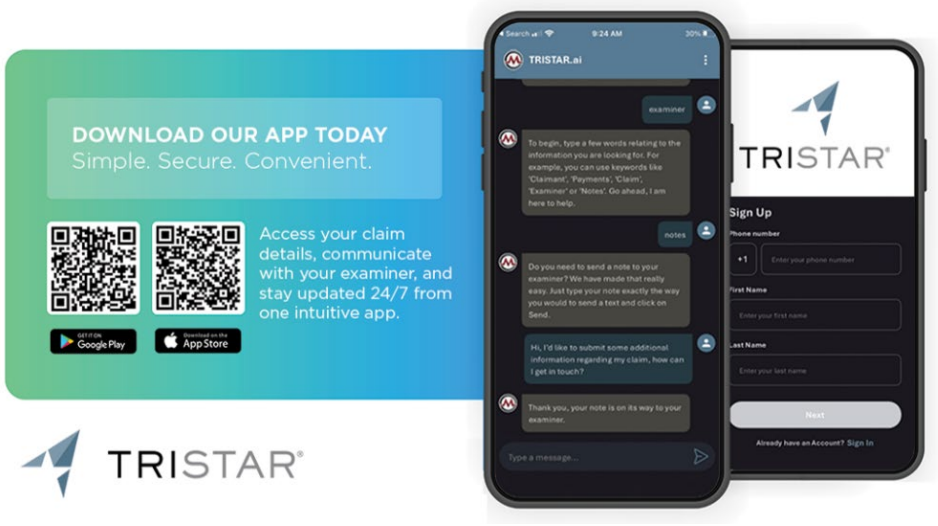


Figure 8: *TRISTAR Connect includes a mobile app that gives the client's employees access to basic claim information on their telephone.*

MOBILE APP for workers' compensation can allow **employees** to:

- View existing claims
- View payments
- Report new claims
- Call their adjuster
- Email their adjuster

Mobile App additional screens for **employers** can allow clients to see pre-defined charts and graphs.

Mobile App can only be used by authorized users to report a claim. The authorized user must download the TRISTAR Mobile application on Mobile Phone (iOS and Android) and register successfully. Only basic information is required for submission so that the adjuster can contact the injured employee to obtain additional information required for claim submission.

In a maximum of three (3) pages, describe the recommended process to be implemented regarding the transition of open claims to a new Claims Administrator and the time frame for implementation of the program from the date of award of the contract.

As the incumbent TPA, we would like to respectfully convey that, in our case, a transition process, as outlined in the request, is not necessary. TRISTAR possesses extensive knowledge and experience in managing OUSD's claims program. Our systems, processes, and team are already fully integrated into the administration, making the transition of claims to a new administrator unnecessary.

Given that we are actively managing and overseeing all open claims, no disruption is anticipated or required to ensure continuity in claims management. All open claims are continuously monitored, processed, and documented in accordance with our best practices, ensuring that they remain in good standing.

In one (1) page, describe the online computer access to claim files and filing electronic 5020's.

OUSD has access to file online via TRISTAR Connect.

I. Client References

Provide a list of five (5) current clients, which includes contact information from which similar types of claims-related services are provided by the firm's proposed service team office. Include the length of the firm's contract with each client, including the approximate number of indemnity claims annually. OUSD will contact these references to discuss the bidder's performance. List three (3) former school district clients.

Current Clients

1. **Long Beach Unified School District**
   1515 Use Way, Long Beach, CA 90810
   Susan Ginder, Financial Services Officer
   (562) 997-8234, Sginder@lbschools.net
   Approximate # of annual claims reported: 571
   Dates of Services: 2008 to present

2. **Lake Elsinore Unified School District**
   545 Chaney Street, Lake Elsinore, CA 92530
   Robert Recatto, Director
   robert.recatto@leusd.k12.ca.us, 951-253-7039
   Approximate # of annual claims reported: 127
   Dates of Services: 2003 - present

3. **Santa Clara County Office of Education**
   1290 Ridder Park Dr, San Jose, CA 95131
   Howard Stiskin, Manager, Risk and Liability
   HStiskin@sccoe.org, 408- 453-6708
   Approximate # of annual claims reported: 98
   Dates of Services: 2001 - present

4. **Santa Clara Valley Transportation Authority**
   3331 North First Street B-1, San Jose, CA 95134
   Edgar Ayala, Claims Program Manager
   (408) 321-5802; edgar.ayala@vta.org
   Approximate # of annual claims reported: 345
   Dates of Services: 2007- present

5. **Chula Vista Elementary School District**
   84 East "J" Street, Chula Vista, CA 91910
   Jenny Venyak, Senior Benefits & Risk Manager
   (619) 425-9600, Jennifer.venyak@cvesd.org
   Approximate # of annual claims reported: 371
   Dates of Services: 2005- present

Former Clients

Hesperia Unified School District
15576 Main St, Hesperia, CA 92345
Shauna Warnock, Director, Risk Management
shauna.warnock@hesperiausd.org
760-244-4411

Chino Valley Unified School District
5130 Riverside Drive, Chino, CA 91710
Laurie Griego, Risk Management Specialist
909.628.1202,laurie_griego@chino.k12.ca.us

McAllen Independent School District
2000 N 23rd Street, McAllen, TX 78501
Andres Silva, Director
956-618-7380, andres.silva@mcallenisd.net

J. Proposal Price Form

Complete Exhibit C.1

Please see Exhibit C.1 following this proposal.

1.2 Bill Review

K. Firm's Qualifications

In a maximum of two (2) pages, describe the firm and provide a brief statement of qualifications in providing bill review services.

TRISTAR reviews all types of medical bills, including but not limited to: medical provider bills, facility fees, prescription invoices, radiology, durable medical equipment, and other ancillary service invoices. TRISTAR also reviews non-medical bills or "pass-through" bills, as applicable. TRISTAR is responsible for entering all bill review information into our bill review software wholly and accurately. We will track the receipt, input, processing time, and accuracy of each bill submitted.

TRISTAR uses bill review software to compare the billings from the state provider community against millions of previous billings for the same and similar ICD9/ICD10 codes, association for the billings against diagnosis, frequency of use for services against providers in the same and other communities to ensure the reasonableness of charges, given the facts of the injury. TRISTAR applies years of medical billing history when evaluating provider charges' frequency, duration, type, and adequacy to help ensure that we identify unusual treatment patterns and thoroughly review them for appropriateness.

TRISTAR will further review all bills that meet TRISTAR quality assurance standards. Medical coding experts will review bills listed, such as all report codes, injection codes, upcoded office visit billings, unbundling, bundling of services, all hospital and surgical bills, including outpatient and inpatient charges, all charges above our client or best practice requested dollar threshold, as well as all unlisted codes – to name just a few of the criteria used. TRISTAR adheres to general and accepted standards in the local community.

Bills and supporting documentation are date-stamped, scanned, indexed, prepared for imaging/ processing, and adjuster authorization. TRISTAR analyzes and reduces medical bills to fair and equitable amounts as allowed by each State's official medical fee schedule. We have an excellent information technology (IT) department specializing in developing data interfaces and electronic data exchange to create an efficient delivery system for our clients.

After adjuster approval, the bill review analysts review the charges for fee schedule allowance and process for PPO contract reductions. TRISTAR electronically downloads final payment recommendations and the supporting explanation of review information into the claim system.

TRISTAR returns denied claims to the provider with an explanation of the reason for denial. TRISTAR also returns duplicate bills to the provider. **TRISTAR does not charge for duplicate bills.**

TRISTAR has highly trained analysts, most of whom have over 20 years of experience and knowledge of the State fee schedules, rules, and procedures, who review all unidentified and complex procedures before processing for fee schedule and PPO contract reduction.

TRISTAR can customize reimbursement rules for each jurisdiction and administer any direct contracts/verify security standards our client has with their ancillary providers. TRISTAR also customizes programs for clients who utilize their own facilities, providing healthcare services to their injured workers.

- ***Bill Review System.*** TRISTAR's bill review system is delivered as an Application Service Provider (ASP) model. This means clients receive updates to the state fee schedule, clinical guidelines, and application changes as soon as they are loaded into the system. TRISTAR offers TRISTAR Connect, which combines multiple TRISTAR and regulatory resources into a single client-specific web resource.
- ***Specialty Bill Review.*** TRISTAR has a solution for providers outside of our PPO networks. Our "Specialty Bill Review" analysis provides a fair and reasonable payment recommendation on out-of-network, non-fee schedule facility, or ancillary service bills. We use a *blended* database to create a documented explanation of the recommendation for payment.
- Specialty Bill Review is designed to accurately re-price bills for outpatient facilities, surgery, and pain management, as well as new and unusual diagnostic and therapeutic services. By reviewing the surgery bill in conjunction with the facility bill, unbundling, a common source of unjustified overcharges, is prevented. Although these bills consist of less than 10% of the total number of bills, they drive up to 30% of total medical costs. TRISTAR typically saves double the industry standard for these types of bills by employing physician review and proprietary database information.
- **ODG guideline review.** All bills are reviewed for appropriate treatment by comparing the ICD 10, and CPT codes against ODG recommended treatment. Any bill that is flagged as inappropriate is reviewed by our clinical nurse reviewer.
- ***Reevaluations and Reconsiderations.*** TRISTAR responds to all provider inquiries for re-evaluation or reconsideration and provides documentation to our client. This documentation includes copies of the original review, documentation sent from the provider, and TRISTAR's documentation for the rationale of the decision.
- ***Duplicates and Partial Duplicates.*** Our system can detect both partial and total duplicate billings. The system displays the previous bill track number as a reference; the analyst views the reference number to ensure accuracy.
- **Physician Networks.** TRISTAR's Managed Care Division offers access to more than 30 qualified networks across the country to provide maximum coverage. We provide customized PPO networks designed to maximize savings. This approach allows our clients to enjoy the best-in-class national, regional, and state-specific networks.

TRISTAR also offers cost containment networks for services such as Radiology, Durable Medical Equipment, Transportation, Translation, Home Health, Implantable Devices, and more.

Describe the firm's experience doing business with self-insured public entities in California.

TRISTAR has over 35 years of experience with self-insured public entities in California.

Discuss what distinguishes the firm from other bill review providers.

TRISTAR performs both utilization review and medical bill review services, and as such, both departments readily communicate to ensure utilization review decisions are recognized by our medical bill review team. The Utilization Review and Bill Review systems are linked via electronic data interface when these services are bundled.

All Utilization and Peer review decisions are transmitted from TRISTAR's Utilization Review platform to the medical bill review system. Should a provider attempt to bill for a procedure that was not authorized, TRISTAR's medical bill system will flag the non-certified billing codes and issue the non-payment EOB accordingly.

Provide a firm-wide organizational chart with reference to the proposed service office and proposed service team.

TRISTAR will continue to service OUSD from our **Concord, CA** branch office.

L. Service Team Qualifications

Provide a summary of the qualifications and experience of each proposed team member, including their length of service with the firm and their resume. Provide an organizational chart representing the firm's staff and identify any sub-consultants the firm plans to utilize to supplement the firm's proposed staff.

Glen Sasaki, Director of Bill Review Services

As the leader of the department, Mr. Sasaki is responsible for quality assurance, uniformity of work product, achieving best-in-class outcomes, staff training programs, adherence to all regulatory requirements, and TRISTAR Best Practices. He is responsible for customer service, timeliness, productivity, accuracy, and overall outcomes of our medical bill review program.

Mr. Sasaki has more than 30 years of industry experience and 17 years with TRISTAR. His career began with Intracorp, where he progressed from a bill reviewer role to team lead/hearing representative to supervisor of a staff of medical reviewers and mailroom assistants. He joined TRISTAR in 2008 as a bill reviewer, was promoted to supervisor in 2011, and to manager in 2015.

In his 17-year tenure with TRISTAR, Mr. Sasaki has managed the bill review programs for services across the United States for small and larger clientele. His experience with TRISTAR includes customizing our bill review technology platform for our self-insured customers. He is responsible for managing data reports and large customer requests.

M. Services

In a maximum of five (5) pages, describe the firm's bill review services, features of the firm's system, unique capabilities, and ability to customize the delivery of the firm's services.

Sophisticated Software

TRISTAR's bill review software applies state fee schedules, DRG, and other state rules for all jurisdictions in the United States. The system is updated on a regular basis and as governing regulators change fee schedules.

"Autopend"

TRISTAR's system in data entry automatically pends all high-level procedure codes (e.g., surgery, consultations, medical-legal, etc.). This flags the technical specialist to review the medical reports along with the bill to verify the charges. A careful review of submitted reports and documentation identifies excess billing infractions and inappropriately bundled service codes. Our bill review system provides accurate and reliable reimbursement recommendations that will stand if contested with superior savings for our clients.

Our experience has shown that approximately 30% of bills require additional information or a higher level of review before an accurate review can take place. Our expertise in reviewing this additional information, such as operative and surgical reports, has led to our "pending" system, which plays a significant role in the higher savings we are able to achieve for our clients.

Unbundling

TRISTAR has a data entry edit check in place to automatically disallow procedures considered "inclusive" in other codes. All business rules are programmed to comply with specific jurisdictional statutory rules.

Treatment Guidelines

As previously noted, TRISTAR's bill review platform compares the submitted ICD10 and CPT codes to the accepted injury to ensure that billing for treatment meets ODG guidelines. Flagged bills are submitted to a clinical nurse review for further analysis.

Assistant Surgeon

All surgery bills are reviewed by a technical specialist to determine whether or not the use of an assistant surgeon is appropriate. The system is automated to disallow inappropriate follow-up days within recommended guidelines, as well as disallow some of the services that are billed in conjunction with another related service.

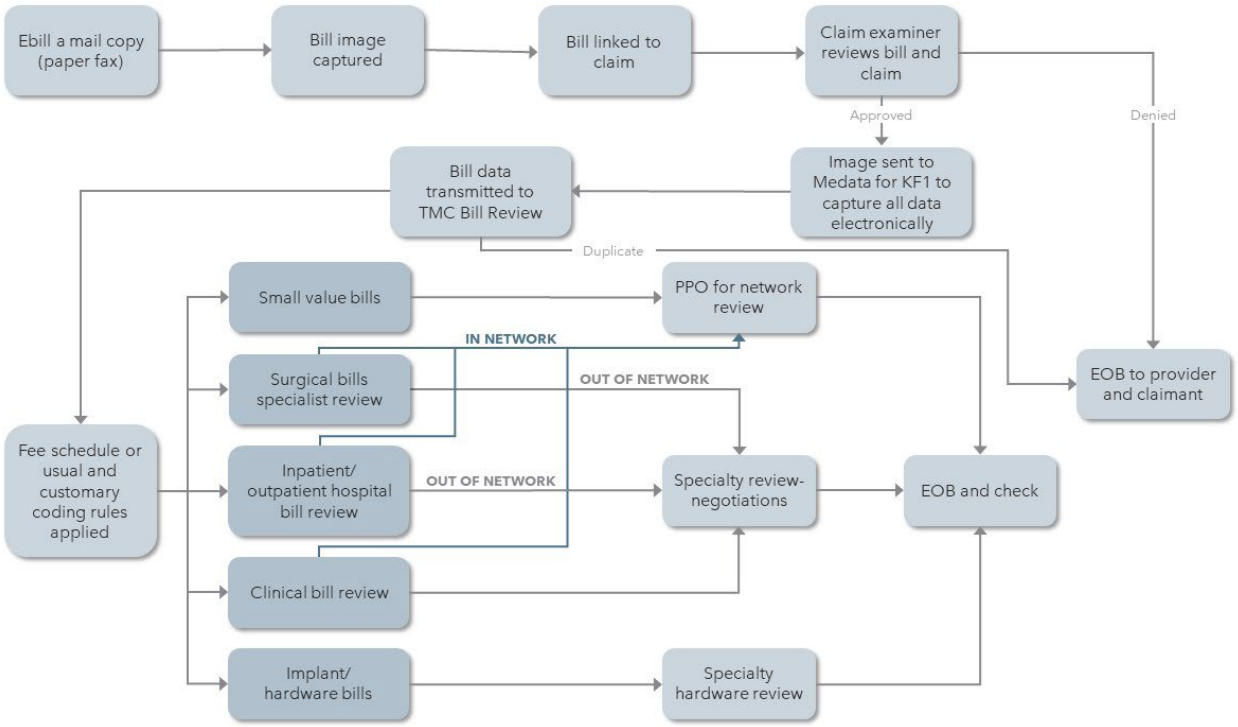
Duplicate Billing

The system is able to detect both partial and total duplicate billings, which are auto-adjudicated within the system. The system validates the bill data against the history prior to releasing the bill. The system displays the previous bill track number as a reference, and the analyst views the reference number to ensure accuracy. The EOR indicates that it is a duplicate bill that was previously reviewed. TRISTAR does not charge for duplicate bills. The system automatically utilizes six separate methods for

identifying total or partial duplicate bills: provider tax identification number, patient name, claim number, date of injury, date of service, and CPT code. The adjuster must authorize and review all bills, including unapproved procedures, before sending them to bill review.

Automated Savings

TRISTAR's system, with its edits and audits, has demonstrated an industry-leading savings percentage. The client also can modify the options to either increase or decrease the savings. For example, paying at the 80th percentile of what other providers charge for the same service in the same geographic area. If the client selects the 90th percentile, they would have fewer savings and fewer provider inquiries. If the client selects the 70th percentile, they would have more savings and more provider inquiries. Medata defends all percentile parameters at or above the 80th percentile.



Provide an organizational chart, physical location, description of where the work is being conducted, management structure, and the number of employees.

Please see our org chart above. Our bill reviewers are remote and perform services in California.

Describe how the firm's bill review system addresses duplicate billings and fees and the thoroughness of your screening program.

The system is able to detect both partial and total duplicate billings, which are auto-adjudicated within the system. The system validates the bill data against the history prior to releasing the bill. The system displays the previous bill track number as a reference, and the analyst views the reference number to ensure accuracy. The EOR indicates that it is a duplicate bill that was previously reviewed. TRISTAR does not charge for duplicate bills. The system automatically utilizes six separate methods for identifying total or partial duplicate bills: provider tax identification number, patient name, claim number, date of injury, date of service, and CPT code.

The system alerts the analyst for duplicate billing, as noted above. When dates of service and procedures overlap, the analyst can access patient history, review documentation, and/or contact the provider's office for an explanation of medical necessity before recommending payment for the services billed. We will alert the adjuster that there is a duplicate bill and provide a copy of the original EOR. The adjuster must authorize and review all bills, including unapproved procedures, before sending them to bill review.

Does your firm bill for duplicates, either partial or full? Does your firm charge for the OFMS reduction?

TRISTAR does not charge for full duplicates. OMFS reductions are billed according to the rates noted in Exhibit C2.

Does your firm have pre-arranged fee agreements with medical providers?

PPO Networks

TRISTAR has many national and regional PPO contracts, and TRISTAR provides access to many national PPO networks to maximize reductions. This provides network access for our clients to drive higher penetration rates and greater savings. TRISTAR's access to PPO networks provides broad geographical coverage and results in reductions greater than other bill review service providers, as well as access for injured workers who may be seeking treatment outside of OUSD primary jurisdictions.

Discuss the firm's ability to work with TPA's in delivering bill review services and provide a list of three (3) you currently work with. Include the average monthly bill volume processed by the firm's office.

TRISTAR is a full-service, value-added entity that offers bundled services for ease of access and enhanced quality service levels to our clients. Typically, we do not partner with other TPAs on our managed care services on a stand-alone basis.

N. Client References

Provide three (3) client references for the firm for which it provides bill review services, including full contact information.

Lake Elsinore Unified School District
545 Chaney Street, Lake Elsinore, CA 92530
Robert Recatto, Director
robert.recatto@leusd.k12.ca.us, 951-253-7039
Approximate # of annual claims reported: 127
Dates of Services: 2003 - present

Chula Vista Elementary School District
84 East "J" Street, Chula Vista, CA 91910
Jenny Venyak, Risk Manager
(619) 425-9600, Jennifer.venyak@cvesd.org
Approximate # of annual claims reported: 371
Dates of Services: 2005- present

Santa Clara County Office of Education
1290 Ridder Park Dr, San Jose, CA 95131
Howard Stiskin, Manager, Risk and Liability
HStiskin@sccoe.org, 408- 453-6708
Approximate # of annual claims reported: 98
Dates of Services: 2001 - present

O. Bill Review Services Cost Proposal

Complete Exhibit C.2.

Please see Exhibit C.2 for pricing.

1.3 Utilization Review

P. Firm's Qualifications

In a maximum of two (2) pages, describe the firm and provide a brief statement of qualifications in providing utilization review services. Describe the firm's experience doing business with self-insured public entities in California. Discuss what distinguishes the firm from other utilization review providers. Provide a firm-wide organizational chart with reference to the proposed service office and proposed service team.

Utilization Review

TRISTAR is a URAC-accredited provider of workers' compensation utilization management services. The URAC accreditation seal demonstrates TRISTAR's commitment to quality, nationally recognized guidelines, and evidence-based medicine. OUSD can be confident that TRISTAR's processes meet widely recognized national standards and respect patients' and providers' rights.

urac
ACCREDITED
Workers' Compensation
Utilization Management
Expires: 06/01/2027

Pre-Clinical Review

TRISTAR'S utilization review services include an automated pre-clinical review technology, matching requests for treatment authorization against appropriate state guidelines (i.e., MTUS, (CA only), ODG, and ACOEM). The pre-clinical review platform provides fast, consistent, independent, and objective reviews of each treatment request, expediting access to care for injured workers and automatically escalating non-authorized requests. Advanced technology includes built-in access to provider and specialty networks, supports penetration, enhanced security and privacy, and integration with the claims, bill review, and nurse case management systems. In mandatory utilization review states, such as Texas and California, all requests for authorization are submitted through the platform. In voluntary states, the submission is not automatic and is aligned with state-specific and client-specific requirements. While others in the industry may charge a standard utilization review fee for all reviews, TRISTAR's pre-clinical review service is assessed at a fraction of the cost of reviews requiring intervention by a health professional; and fees are waived for requests that are not immediately approved.

Utilization Review by a Health Professional and/or Peer Review: TRISTAR health care professionals provide utilization review, including pre-certifications, discharge planning, length-of-stay reviews, and concurrent care review to assure that as treatment progresses, its duration and type remain appropriate to guidelines. Our health professionals utilize an automated solution to ensure treatment follows appropriate medical guidelines and that treatment is provided at the appropriate level, whether it be in-patient, out-patient, or within a provider's office. Our team has access to many industry-recognized guidelines, including ODG, ACOEM, MTUS (CA only), and MGC.

TRISTAR also offers peer review services to provide pre-certification, concurrent, and retrospective reviews of the appropriateness and medical necessity of treatments rendered, should the health professional not be able to certify the treatment.

Our Medical Director ensures that our physician panels and criteria are based on professionally recognized standards and developed using sound clinical principles and processes. The TRISTAR treatment protocol systems are evaluated at least annually and updated if necessary, and they remain compliant with all state rules and regulations. TRISTAR feels it is important to work with several panels to ensure that a Medical Director of any specialty necessary is available at all times.

TRISTAR will continue to service OUSD from our **Concord, CA,** branch office.

Q. Service Team Qualifications

Provide a summary of the qualifications and experience of each proposed team member, including their length of service with the firm and their resume. Provide an organizational chart representing the firm's staff and identify any sub-consultants the firm plans to utilize to supplement the proposed staff.

Pamela Guiles, RN, CPDM, CPHM, Vice President, Operations, Medical Management

Ms. Guiles has more than 30 years of workers' compensation experience. In her current role, she oversees TRISTAR's national medical management, utilization review, and wellness program operations, as well as the national call center claim reporting, claim inquiries, and telephonic nurse triage. Ms. Guiles is responsible for all utilization plans for various jurisdictions required by regulatory agencies. She is responsible for coordinating medical management for the unique and integrated programs we have customized for our clients, including workers' compensation, group health, and medical leave (occupational and non-occupational health).

Before joining TRISTAR in 2001, Ms. Guiles served as the Med Check Manager with the CorVel Corporation in Los Angeles and a Case Management Supervisor for ReviewCo/EOS.

Ms. Guiles holds a Degree in Nursing from Chapman University's Institute of Medical Studies. Her clinical background includes emergency room/trauma nursing and occupational health for a large retail corporation. She has been in the workers' compensation field since 1992, and her background includes early intervention, multi-state utilization review, telephonic, field case management, and bill review.

R. Services

In a maximum of five (5) pages, describe the firm's utilization review services, including standards and guidelines the firm uses to review treatment requests. Describe the firm's philosophy and practice regarding assignments to utilization review. Describe any unique capabilities or approaches the firm has for reviewing medical treatment requests. Discuss any methods the firm employs to help clients limit and reduce utilization review costs. Provide an organizational chart, physical location, description of where the work is being conducted, management structure, and the number of employees. Discuss the firm's ability to work with TPA's in delivering utilization review services.

TRISTAR healthcare professionals provide utilization review, including pre-certifications, discharge planning and length-of-stay reviews, and concurrent care review to ensure that as treatment progresses, its duration and type remain appropriate to guidelines. Our health professionals utilize an automated solution to ensure treatment follows appropriate medical guidelines and that treatment is provided at the appropriate level, whether it be in-patient, out-patient, or within a provider's office. Our team has access to a number of industry-recognized guidelines, including ODG, ACOEM, MTUS, and MGC.

TRISTAR also offers peer review services to provide pre-certification, as well as concurrent and retrospective reviews of the appropriateness and medical necessity of treatments rendered, should the health professional not be able to certify the treatment.

Our medical director ensures that the panels and criteria used by our physician are based on professionally medically recognized standards and are developed using sound clinical principles and processes. The TRISTAR treatment protocol systems are evaluated at least annually, updated if necessary, and remain compliant with all state rules and regulations. TRISTAR feels it is important to work with several panels to ensure that a Medical Director of any specialty necessary is available at all times.

All referrals for utilization review are thoroughly documented in the claim file. Utilization review referrals will be made if the treatment request meets one or more of the Utilization Review criteria at the examiner's discretion, in compliance with Customized Handling Instructions and state regulations.

Utilization review determinations are completed within five (5) to fourteen (14) days or within the appropriate timeframe per jurisdiction, depending on the receipt of all necessary information and the extent of the review required. If life-threatening, utilization review is completed within 72 hours. A determination letter is sent to all parties advising of the pre-certification or non-certification of the requested services.

Utilization Review Referral Criteria:

- Surgery – In-Patient or Out-Patient
- Hospitalizations requiring a continued stay, non-emergency and emergency
- Home health care/transfer of care to skilled nursing/ convalescent, residential facility and ALL home health care services and treatments
- Physical or Occupational Therapy- over 12 visits
- Chiropractic or Acupuncture visits – over 12 visits
- Repeat Diagnostic testing (MRI, CT scan, EMG/NCV, bone scan)
- Discogram/arthrogram/myelogram/electromyograms
- Epidural, facet and trigger point injections

- Bone and muscle stimulators
- Pain Management- Referral to pain management physician and/or interdisciplinary rehabilitation program, chemical dependency programs
- Narcotic medication requests outside of the Aspen CompRX formulary
- Ongoing medication requests for narcotics,
- DME over $500.00 per item for rental or purchase
- Work hardening/ work conditioning programs
- Gym membership or special exercise programs
- Weight loss programs and Gastric Bypass requests

TRISTAR's average utilization review time is 48 – 72 hours. We have a comprehensive Quality Assurance program in place to monitor the utilization review process and turnaround time. Additionally, the TRISTAR supervisory staff monitors utilization review workflows and assignments daily to ensure even distribution and timely reviews.

TRISTAR's Utilization Review Plan and services are designed to meet the requirements of and are in full compliance with the Labor Code Section 4610. TRISTAR staff has a thorough knowledge of the applicable laws, ordinances, rules, regulations, and statutory codes for the State of California. We have achieved exceptional results in our most current routine DWC Utilization Review audits, including a perfect 100% rating for our Concord office in October 2024 and San Diego office in November 2024.

Daily monitoring with the supervisor and monthly Quality Assurance Audits ensure that Utilization Reviews are performed promptly and based on sound clinical rationale, considering each patient's clinical history. The Medical Director's workflow facilitates timely review of appeals process and determinations, tracking, and communication with providers, claims, case management, and injured employees/attorneys. Additionally, the Medical Director oversees the quality of peer provider reviews and holds monthly meetings with the Peer Review medical directors to ensure clinical judgment and reviews are both accurate and appropriate.

Decision points and processes reflect the integration of precertification and utilization review with the case management process. The nurse case management system, which is fully integrated with TRISTAR's claim management system, features the following:

- ***Diary screen:*** With automatic and self-created diaries, the health professional is able to effectively manage the Utilization Review file from receipt through closure, including an automated diary when received back if the file was sent for peer review.
- ***Notes screen:*** All documentation from the reviewer is entered on this screen, as well as the outcome of peer review, if applicable. The reviewer is able to email the notes to the adjuster and employer as requested, following strict provisions to ensure personally identifiable information is protected and to review all previous documentation. The real-time notes screens also provide claims documentation to the case manager, if assigned, to review the current status and medical management direction for the case.
- ***Treatment screen:*** Tracks all Utilization Review treatment requests in chronological order. Allows the health professional to set begin and end dates for treatment, note previous treatment review outcomes, request physician information, savings, and peer review and appeal information.
- ***Correspondence screen:*** All notes for authorization, delay, denial, or modification of a request are attached to the file. This makes for quick review and the ability to pull during an audit process.

- ***Request for service screen-referral screen:*** To be completed by the person making the referral- provides all necessary information needed to complete the utilization review. This provides for comments by the person completing the referral.
- ***View documents:*** Allows immediate access to all medical records associated with the case, along with all correspondence and confirmations.

Is your utilization review program URAC accredited? Will you customize OUSD's utilization review plan? Will you agree to pass through arrangements for customized modalities?

Yes, TRISTAR is a URAC-accredited provider. TRISTAR will work with OUSD to customize the utilization review plan. Yes, TRISTAR agrees to pass through arrangements for customized modalities.

Please provide your last URAC audit results/score and any additional penalties/fines assessed.

TRISTAR has received full URAC accreditation and meets and exceeds standards. In addition, TRISTAR Managed Care passed with a score of 100% in two California State audits in October and November for our San Diego and Concord offices.

S. Client References

Provide three (3) references for the firm for which the firm provides utilization review services, including full contact information.

Lake Elsinore Unified School District
545 Chaney Street, Lake Elsinore, CA 92530
Robert Recatto, Director
robert.recatto@leusd.k12.ca.us, 951-253-7039
Approximate # of annual claims reported: 127
Dates of Services: 2003 - present

Chula Vista Elementary School District
84 East "J" Street, Chula Vista, CA 91910
Jenny Venyak, Risk Manager
(619) 425-9600, Jennifer.venyak@cvesd.org
Approximate # of annual claims reported: 371
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Santa Clara County Office of Education
1290 Ridder Park Dr, San Jose, CA 95131
Howard Stiskin, Manager, Risk and Liability
HStiskin@sccoe.org, 408- 453-6708
Approximate # of annual claims reported: 98
Dates of Services: 2001 - present

T. Utilization Review Services Cost Proposal

Complete Exhibit C.3

Please see our pricing in Exhibit C.3.

1.4 Nurse Case Management Services

U. Firm's Qualifications

In a maximum of two (2) pages, describe the firm and provide a brief statement of qualifications in providing nurse case management services. Describe the firm's experience providing telephonic and field case management in California. Indicate the office location nurses would be working from. Discuss what distinguishes the firm from other nurse case management providers. Provide your recommended best practices or criteria for assigning NCM services. Provide a companywide organizational chart with reference to the proposed service office and proposed service team.

Nurse Case Management

TRISTAR defines medical case management as the establishment and coordination of a treatment plan that is medically appropriate and enforces the application of the treatment plan. We are committed to improving the quality of care and controlling costs while managing treatment to ensure optimum outcomes. Medical case managers maintain contact with employees, doctors, claims professionals and OUSD's HSE and HR staff to control medical utilization, obtain enhanced injured employee compliance with optimal treatment protocols, and expedite return to work. Telephonic and Field Case Management can be an integral part of an interdisciplinary team to facilitate open communication with the common goal of return to work, coordination of care, and return to health for the injured worker. It is the case manager's goal to promote quality, timely and cost-effective outcomes.

Suggested Telephonic Case Management Referral Criteria:

- In-patient hospitalizations
- Cumulative Trauma with Anticipated Loss Time
- Accepted Psychological Claims/Stress Claims
- All Cases with Over 14 Days of Anticipated Disability
- Inconsistent Medical Findings- subjective cannot be supported by objective findings
- Multiple Treating Physicians
- Frequent changes of primary treating physician
- Pre-existing conditions that may prolong treatment (i.e., diabetes, hypertension, heart problems)
- Patient with a History of Drug/Alcohol Abuse
- Continued Treatment by Non-Specialist Beyond 30 Days
- Non-compliant treating physicians
- RTW issues- continued/prolonged, modified duty, unchanged work restrictions
- Roving diagnosis-continuing changing diagnosis (i.e., starts as carpal tunnel, changes to epicondylitis, changes to rotator cuff to cervical strain)

Suggested Field Case Management Referral Criteria:

- Catastrophic injuries
- Multiple Treating Physicians
- Head Trauma/Loss of Consciousness
- Spinal Cord Injuries
- Second/Third Degree and Electrical Burns
- Robberies/Assaults
- Toxic Exposures
- "Repeat" Claimants/ Pre-existing Conditions
- Amputations
- Home modifications

- Investigational or experimental treatment or devices
- EE released to full duty with no MMI in sight.
- Tasks Assignments:
  - Obtaining information or medical records from the medical provider
  - Attend an appointment to obtain MMI
  - Attend an appointment to obtain RRTW - modified or regular

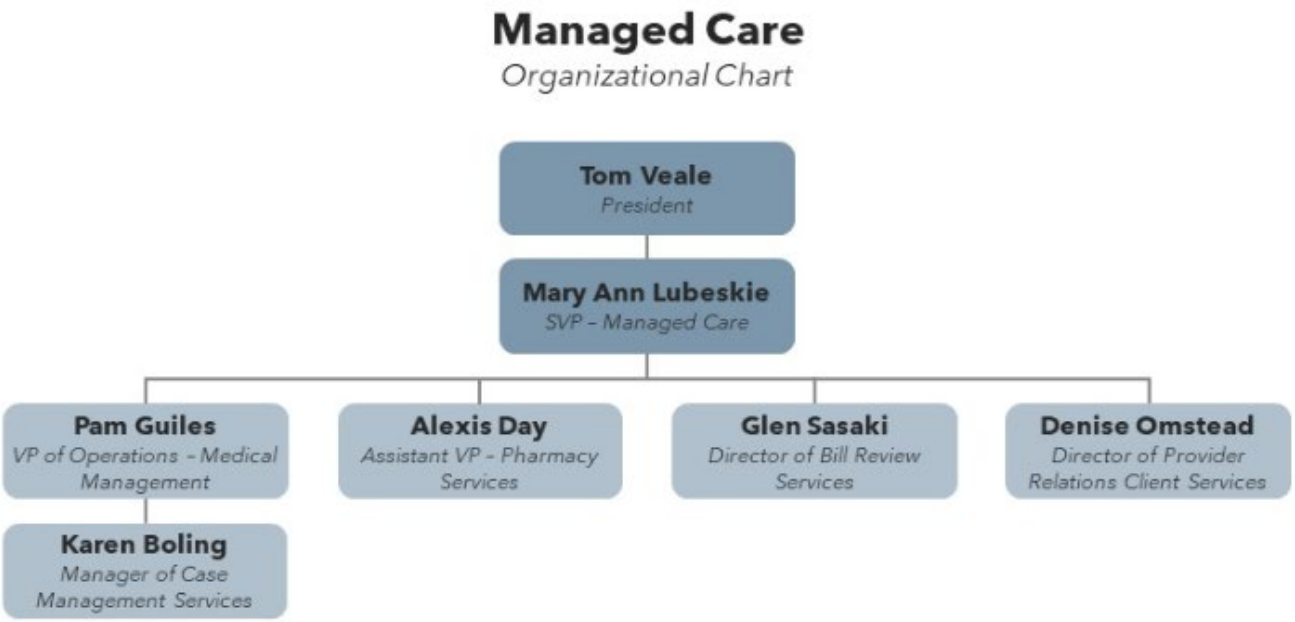
The claims examiner will reference OUSD's Client Servicing Instructions for information regarding:

- The need to obtain authorization prior to utilizing Nurse Case Management services
- The requirement to use Nurse Case Managers
- The criteria for the use of Nurse Case Managers

The claims examiner documents the reason for the referral in the claim notes. If the claims examiner determines that Nurse Case Management is not indicated on a claim, clear documentation supporting the decision is also entered into the claim notepad.

The claims examiner manages the Nurse Case Management progress. When the cost-effectiveness of nurse case management is eliminated, the claims examiner requests the nurse to close their file.

TRISTAR will continue to service OUSD from our **Concord, CA** branch office.



V. Service Team Qualifications

Provide a summary of the qualifications and experience of each proposed team member, including their length of service with the firm, whether they are licensed RN's, and their resumes.

Alexis Day, PharmD, PhC, Assistant VP, Pharmacy Services

Dr. Day has a Doctor of Pharmacy (PharmD) degree and over 10 years of experience as a clinical pharmacist. Additionally, she is a licensed Pharmacist Clinician (PhC). At TRISTAR, she holds the position of Pharmacist-Medical Case Manager. Using her clinical knowledge and skills, she evaluates claimants' medication regimens, provides evidence-based recommendations, and works directly with medical providers to devise safe and effective medication regimens. This improves patient care and ensures the most cost-effective delivery of medication therapy and medication use. She is skilled at providing weaning plan options to providers for tapering opioid medications, as well as suggesting non-opioid therapeutic alternatives to facilitate the weaning of opioids. Furthermore, she works with medical providers to prescribe cost-effective therapeutic alternatives for costly non-opioid medications, including topical medications, in order to reduce the cost of claimants' medication regimens while still providing safe and effective therapy.

Additionally, Dr. Day has completed comprehensive medication regimen reviews, which were provided to Independent Medical Examination (IME) physicians for reference. These reviews include the following: synopses of pertinent clinical information, detailed prescription fill history, applicable guideline information, drug screen information, probable drug interactions with the current regimen, safety concerns with the current regimen, recommendations to improve medication regimen, and cost of current medication regimen versus proposed medication regimen.

Karen Boling, RN, CCM, CPDM, Manager, Nurse Case Management

Ms. Boling is the Manager of the Case Management Services department. As a Manager, Ms. Boling monitors policy and procedures, best practices, and customized workflows, as well as employee performance, invoicing, productivity, profitability, expenses, and all human resource issues. She maintains current knowledge of workers' compensation laws and rules to ensure recommendations comply with regulations. She participates in continuing education to remain current in clinical diagnosis, procedures, treatment, and clinical and legal issues.

She has been a registered nurse since 1994, specializing in orthopedics and medical-surgical nursing, and holds certification as a CPDM and CCM. She has been in the workers' compensation industry since 1997 and a TRISTAR Managed Care employee since 2004. Prior to joining TRISTAR Managed Care, Ms. Boling was a Case Management Supervisor with both ReviewCo and CorVel Corporation. She graduated with an Associate of Arts Degree in Nursing from Saddleback College.

W. Services

In a maximum of five (5) pages, describe the firm's nurse case management services, including guidelines and expectations regarding the firm's nurse case management program. Describe any unique capabilities or approaches the firm has in providing nurse case management services. Provide an organizational chart, physical location, description of where the work is being conducted, management structure, and the number of employees. Discuss the firm's ability to work with TPA's in delivering nurse case management services.

TRISTAR's in-house full-service managed care division provides medical case management programs, including a 24/7 call center. Decision points for intervention vary based on client program parameters. TRISTAR will collaborate with OUSD to establish a program that aligns with OUSD's philosophy, goals, vision, and expectations.

TRISTAR defines medical case management as the establishment and coordination of a treatment plan that is medically appropriate and enforces the application of the treatment plan. We are committed to improving the quality of care and controlling costs while managing treatment to ensure optimum outcomes. Medical case managers maintain contact with employees, doctors, and claims professionals to control medical utilization, obtain enhanced injured employee compliance with optimal treatment protocols, and expedite return to work. In the performance of our Managed Care services, TRISTAR will:

- Assist OUSD in developing custom-tailored criteria to meet its needs.
- Provide early identification of cases requiring ongoing, high-level cost containment.
- Channel cases to select network providers.
- Review, negotiate, and document the level of services recommended.
- Monitor medication to identify target cases for the narcotic management program.
- Identify specific closure parameters.
- Remain on a case until the case manager can make no further impact.

Telephonic and Field Case Management can be an integral part of an interdisciplinary team in order to facilitate open communication with the common goal of return-to-work, coordination of care, and return to health for the injured worker. It is the case manager's goal to promote quality, timely and cost-effective outcomes. The case manager works with the employer to identify claims with a high frequency and meet the specific challenges within the organization. Case managers work closely with the injured worker, health care provider, and the departments to facilitate timely and appropriate medical care and coordinate a safe and timely return to work. The Case Manager's role includes:

- Collaborate with treating providers to create effective treatment plans using evidence-based guidelines and nationally accepted treatment protocols.
- Expedite necessary and appropriate treatment in a prompt and effective manner.
- Provide patient education to improve medical compliance and outcomes and collaborate with the employer and adjuster to ensure measurable outcomes.
- Facilitate a timely and safe return-to-work by working with the employer, medical provider, claims administrator, and injured worker from receipt of the file.

The Case Manager completes Four Point Contact:

- ***Adjuster: Contact*** with adjuster to discuss findings; identify red flags, initial medical findings, and treatment plan.
- ***Provider: Discussion*** with a physician regarding appropriate treatment based on physical exam. Discuss medications and return-to-work with definitive end dates outlined. The next appointment is scheduled.
- ***Employer: Contact*** the employer (supervisor or disability manager) to discuss return-to-work expectations and status. Discuss transitional work opportunities.
- ***Employee: Initial*** contact with complete occupational and non-occupational medical information. Discussion of their view of disability and establish return-to-work initial groundwork.

The nurse discusses expected outcomes with all parties and determines a patient-specific plan of action that includes an estimated return-to-work with set end dates based on ODG and MDA, and other evidence-based guidelines. The nurse provides follow-up as needed, with each appointment with the physician and employee to provide open discussion and encourage the creation of a patient-specific treatment plan and release to return to work based on the physical exam. The nurse will address

appropriate medications and treatments. After each visit, a new treatment plan and status are provided to the employer and adjuster. Additional calls, case coordination, and contact with non-physician providers are completed in order to move the case forward to resolution. The nurse closes the case when established criteria are completed, the physician releases the patient to work full duty, or the adjuster and employer and employee have accomplished the case management goals.

While a nurse case manager remains assigned to a claim, the nurse will:

- Maintain consistent and clear communication among all parties
- Coordinate care
- Meet with physician separately if necessary
- Provide current status to the claims adjuster and APS
- Make certain provider adheres to ODG/MDA and other evidence-based guidelines
- Support and reinforce claims adjuster's decisions
- Request early return-to-work from the initial onset of the case
- Task assignments (sometimes all that is needed is a one-time contact to resolve a complicated issue)

X. Client References

Provide three (3) references for which the firm provides nurse case management services, including full contact information.

Lake Elsinore Unified School District
545 Chaney Street, Lake Elsinore, CA 92530
Robert Recatto, Director
robert.recatto@leusd.k12.ca.us, 951-253-7039
Approximate # of annual claims reported: 127
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Chula Vista Elementary School District
84 East "J" Street, Chula Vista, CA 91910
Jenny Venyak, Risk Manager
(619) 425-9600, Jennifer.venyak@cvesd.org
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Santa Clara County Office of Education
1290 Ridder Park Dr, San Jose, CA 95131
Howard Stiskin, Manager, Risk and Liability
HStiskin@sccoe.org, 408- 453-6708
Approximate # of annual claims reported: 98
Dates of Services: 2001 - present

Y. Nurse Case Management Services Cost Proposal

Complete Exhibit C.4

Please see our pricing in Exhibit C.4.

List of Exhibits

Exhibit A: Acknowledgement of Reading and Understanding OUSD's Agreement(s)

Exhibit B: Awarded Contract Requirements

Exhibit C: Proposal Price Form

Exhibit D: Proposal Exceptions

Exhibit E: Frequently Asked Questions and Answers for Proposers

Exhibit F: Terms and Conditions

Exhibit G: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Exhibit H: Workers Compensation Acknowledgement

Exhibit I: Fingerprinting Notice and Acknowledgement

Exhibit J: Non-Collusion Declaration

Exhibit L: Authorized Vendor Signature - Point of Contact

Attachment 1: TRISTAR's Prism Audit

Oakland Unified School District Application

Company Name:	TRISTAR Claims Management Services, Inc.		
Address:	100 Oceangate, Suite 840 Long Beach, CA 90802		
Primary Contact Person: Title:	Elaine Vega Account Manager	Secondary Contact Person: Title:	Imelda Guido-Perry Area Manager
Email:	elaine.vega@tristargroup.net	Email:	imelda.guido-perry@tristargroup.net
Telephone #:	562-647-5027	Telephone #:	925-722-4028
Website (if applicable):	www.tristargroup.net		

Service Component: Check all that apply. Please select the component your organization will be bidding on.	☑	Claims Administration
	☑	Bill Review
	☑	Utilization Review
	☑	Nurse Case Management Services

Tax Classification:	☐	Individual
	☑	Corporation
	☐	Partnership
	☐	Non-Profit
Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?	☑	No
	☐	Yes

If yes, provide the name of the school/district and briefly detail the dispute.		
Has your company ever had a contract terminated for convenience or default in the prior five years?	☑	No
	☐	Yes
If yes, provide details including the name of the other party:		
Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?	☑	No
	☐	Yes
If yes, provide details:		
Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?	☑	No
	☐	Yes
If yes, provide details:		

List Of Exhibits

Exhibit A: Acknowledgement of Reading and Understanding OUSD's Agreement(s)
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Exhibit L: Authorized Vendor Signature - Point of Contact

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection.

Exhibit A : Acknowledgement of Reading and Understanding OUSD's Agreement(s)

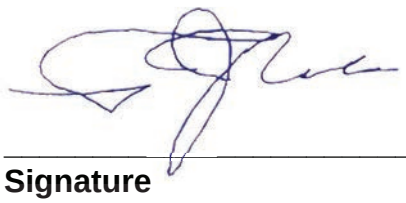
Important, the award of this bid solicitation is conditional on the winning bidder(s) accepting the terms of the contract below.

By signing this Exhibit, you acknowledge that you have read and understand Oakland Unified School District's Professional Services Agreement and Data Sharing Agreement. Proposer understands that if awarded, it will be required to sign these agreements which will ultimately be approved by the Oakland Unified School Board before the project/work can begin.

***Contract Insurance Requirements may be subject to change**

To view click here: SERVICES AGREEMENT & DATA SHARING AGREEMENT

If having a hard time opening templates, please email procurement@ousd.org for a copy.



Signature

Thomas J. Veale

Print Name

President

Title

March 25, 2025

Date

Exhibit B: Awarded Contract Requirements

Please review the two different types requirements below. Documents are not required upon submitting a proposal but will be required if selected/awarded.
All requirements documents must be produced and submitted before scope of work can begin.

Contractors/Vendors with ANY contact with students	Contractors/Vendors with NO contact with students
1. Resume for individuals or a Stmt of Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability - Professional Liability or Corporal Punishment Ins. - Improper Sexual Conduct & Physical Abuse Liab. OR Sexual Abuse & Molesation (SAM) Policy Limits (minimum): $1,000,000 per occurrence and $2,000,000 aggregate Certificate Holder must read: *Oakland Unified School District;* *ATTN-Risk Management;* *1011 Union St, Site 987; Oakland, CA 94607;* 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured 4. For Agency Vendors a) Proof of Workers Comp. Insurance via ACORD b) Agency Letter: (On company letterhead stating) "All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements." "ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD." "Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand." For Individuals (Non-Agency Vendors) a) TB Test Results b) Fingerprinting (how to instructions at a later time)	1. Resume for individuals or a Stmt Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability Policy Limits (minimum): $1,000,000 per occurrence and $2,000,000 aggregate Certificate Holder must read: *Oakland Unified School District;* *ATTN-Risk Management;* *1011 Union St, Site 987; Oakland, CA 94607;* 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured

No signature for acknowledgement needed however, if you and/or your company cannot agree to our District's contract requirements, we respectfully and kindly ask to not submit a proposal response to our solicitation. Thank you.

Exhibit C: Proposal Price Form

Exhibit C.1: Claims Administration Cost Proposal

Complete and include this cost proposal worksheet if the firm is proposing workers' compensation claims administration services. If non-firm-owned vendors are used for any claims administration services proposed, attach their proposal for such services.

Proposed fixed sum for Workers' Compensation Claims Administration Services to include the assumption of all open claims, new indemnity, new medical only, new first aid, and all future medical claims for the proposed five (5) year contract period.

	Fee for Claims Administration assuming no managed care services (Nurse Case Management, Bill Review, Utilization Review) are awarded to your firm.	**Fee for Claims Administration assuming all managed care services (Nurse Case Management, Bill Review, Utilization Review) are awarded to your firm.**
First Year	$989,000.00*	$860,000.00*
Second Year	$1,018,670.00*	$885,800.00*
Third Year	$1,049,230.00*	$912,374.00*
Fourth Year	$1,080,707.00*	$939,745.00*
Fifth Year	$1,113,128.00*	$967,938.00*

* Includes dedicated supervisor, 4 dedicated Senior examiners, and 1.5 claim assistants.

Other costs (if any) related to claims administration for the proposed five (5) year contract period:

Standard Reports $ included

Customized Reports $ included

Computer Access Fee $ included

Data Transfer/Conversion $ N/A

Service Fee $ included

Most firms are charging an additional “administration fee.” Ask them what they do for that fee. Also, a lot of firms are charging for attending meetings, holding in person file reviews.

Medicare Services (MSA, Life Care Plans, MMSEA reporting) $12 per claim - MMSEA reporting, MSA - $2300

Other $_____(Please Specify)$_____

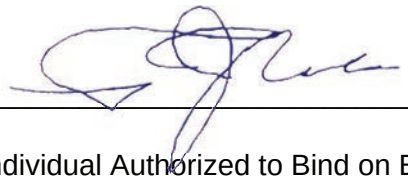
Other $_____(Please Specify)$_____

Claims Administration Cost Proposal

Submitted By:

TRISTAR Claims Management Services, Inc.

(Firm Name)



(Signature of Individual Authorized to Bind on Behalf of Firm)

Exhibit C.2: Bill Review Services Cost Proposal

Complete and include this cost proposal worksheet if the firm is proposing bill review services. Please list all types of billing options that are available. If non-company owned vendors are used for any services proposed, attach their proposal for such services.

Flat Fee Per Bill	$	7.95 per provider/ancillary bill		
Flat Fee Per Line Item	$	N/A		
Percentage of Savings	$	12% savings	clinical nurse review hospital bills (in/out)	capped at $15K
Other _____	$	27% savings	(Please Specify)	specialty review/ out of network review + hardware review
Other _____	$	24% savings PPO/PBM	(Please Specify)	
E-bill	$ 2 per e-bill			
duplicate bills	free			

Submitted By:

TRISTAR Claims Management Services, Inc.

(Firm Name)

(Signature of Individual Authorized to Bind on Behalf of Firm)

Exhibit C.3: Utilization Review Services Cost Proposal

Complete and include this cost proposal worksheet if the firm is proposing utilization review services. Please list all types of billing options that are available. If non-company owned vendors are used for any services proposed, attach their proposal for such services.

Flat Fee Per Review (Nurse)	$	140	
Fee Per Hour Review (Nurse)	$	125 per hour	
Flat Fee Per Review (Doctor)	$	295	
Fee Per Hour Review (Doctor)	$	N/A	
Other pre clinical review	$	30 flat	(Please Specify)
Other	$		(Please Specify)

Submitted By:

TRISTAR Claims Management Services, Inc.

(Firm Name)

(Signature of Individual Authorized to Bind on Behalf of Firm)

Exhibit C.4: Nurse Case Management Services Cost Proposal

Complete and include this cost proposal worksheet if the firm is proposing nurse case management services. Please list all types of billing options that are available. If non-company owned vendors are used for any services proposed, attach their proposal for such services.

Flat Fee Per Telephonic Review	$	995
Fee Per Hour Telephonic Review	$	120 per hour
Flat Fee Per Field Review	$	N/A
Fee Per Hour Field Review	$	135 per hour
Fee Per Call Clinical Consultation (Nurse Triage)	$	120
Pharmacy Program	$	135 per hour pharmacist review/ weaning
Other medication review	$	525 flat (Please Specify)
Other drug adherence testing	$	450 flat (Please Specify)
catastrophic CM		$180 per hour

Submitted By:

TRISTAR Claims Management Services, Inc.

(Firm Name)

(Signature of Individual Authorized to Bind on Behalf of Firm)

Exhibit D: Proposal Exceptions

Please indicate any exceptions the firm has to the proposed scope of work, performance standards, insurance requirements, or other information contained within this RFP:

Amendment to Exhibit F: Terms & Conditions, paragraph 8:

"Contractor will indemnify, defend, and hold harmless OUSD and each of its officers, officials, employees, volunteers and agents, from and against any and all liability, expenses, including reasonable defense costs and legal fees, and claims for damages resulting from breach of this Agreement. The obligation to indemnify, defend and hold harmless includes liability or expense, including defense costs and legal fees, resulting from the negligent acts or omissions, or willful misconduct of Contractor, its officers, employees, agents, SubContractors or vendors. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph."

☐ Check here if the firm does not have any exceptions.

Submitted By:

TRISTAR Claims Management Services, Inc.
(Firm Name)

(Signature of Individual Authorized to Bind on Behalf of Firm)

Exhibit E: Frequently Asked Questions and Answers for Proposers

1. ***What is OUSD's open claims inventory as of January 31, 2022?*** *523*
2. ***How many medical bills does OUSD receive per year on average?***
   2024 - 10,027
   2023 - 8,818
   2022 - 9,484
3. ***How many UR requests does OUSD average per year?*** *Total # of RFA's - 1750*
4. ***How many nurse case management referrals does OUSD average per year?***
   Total Treatment Requests - 3565
5. ***Did COVID impact OUSD?*** *Yes, like most public entities there was a sharp decrease in claims in the 2020-2021 fiscal year, however when schools reopened there was a sharp increase that exceeded previous years.*
6. ***What Managed Care Services does OUSD currently have?*** *Bill Review, Utilization Review, Nurse Case Management, MPN Network, Injury Hotline/Nurse Triage*
7. ***Is a member of the firm's claims team or management expected to attend the OUSD Board Meetings?*** *No, it is not expected.*
8. ***Are there any other events or training that the firm needs to be involved with?***
   No
9. ***How many file review meetings does OUSD hold a year?***
   Monthly
10. ***Who is OUSD's excess carrier and what is the SIR?***
    PRISM JPA. SIR is $500,000
11. ***Does OUSD have a Medical Provider Network?*** *Yes*
12. ***Who will the firm's management and examiners be reporting to at OUSD?***
    Rebecca Littlejohn - Risk Management Officer
13. ***What are some of the key traits OUSD is looking for in an examiner?*** *Adept at assessing validity of a claim, possess ability to clearly communication verbally as well as maintaining comprehensive file documentation, ability to coordinate communications between parties, ability to resolve disputes/solve problems, be empathetic to injured district employees, aware of financial impact of claim-making decisions, analytical application of laws and regulations, ability to assist district employees through the benefit or dispute process.*

Exhibit F: Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Exhibit A – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Exhibit A – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, Bidder agrees to require compliance by all its subcontractors. Bidders shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have furnished an solicitation for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the solicitation known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire solicitation and addenda thereto, and all related materials and data referenced in the solicitation or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

3. Bidder Agreement – In compliance with this solicitation, the bidder will propose and agree to furnish all labor, materials, transportation, and services for

the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.

5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.

6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.

7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Designee.

8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in

accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this solicitation will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this solicitation.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

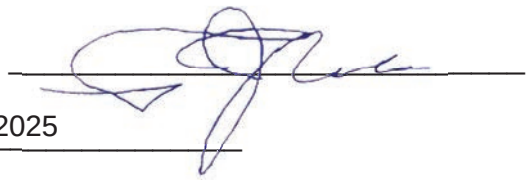
19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached below.

Print Name: Thomas J. Veale, TRISTAR

Signature: 

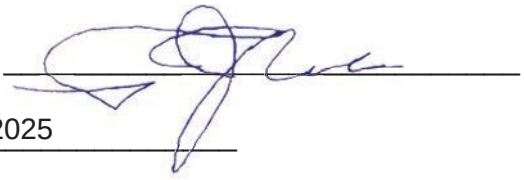
Date: 3/25/2025

Exhibit G: Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

I am aware of and hereby certify that neither TRISTAR [Name of Bidder] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 25th of March, 2025 [DATE] for the purposes of submission of this bid.

By
Print Name: Thomas J. Veale, TRISTAR

Signature: 

Date: 3/25/2025

Exhibit H: Workers Compensation Acknowledgement

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Print Name: Thomas J. Veale

Signature: 

Title: President

Company Name: TRISTAR Claims Management Services, Inc.

Date: 3/25/2025

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

Exhibit I: Fingerprinting Notice and Acknowledgement

FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of

Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as President [*insert "owner" or officer title*] of TRISTAR [insert name of business entity] , have read the foregoing and agree that TRISTAR _____ [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Print Name: Thomas J. Veale

Signature: _____

Title: President

Company Name: TRISTAR Claims Management Services, Inc.

Date: 3/25/2025

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

Type text here

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished

against the victim’s will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

Third

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: TRISTAR Claims Management Services, Inc.

Date of Entity's Contract with District: July 1, 2025

Scope of Entity's Contract with District: Third Party WC and Managed Care Services

I, Thomas J. Veale [*insert name*] , am the President [*insert "owner" or officer title*] for TRISTAR Claims Management Services, Inc. [insert name of business entity] ("Entity"), which entered a contract on TBD, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Print Name: Thomas J. Veale

Signature: _____

Title: President

Company Name: TRISTAR Claims Management Services, Inc.

Date: 3/25/2025

Exhibit J: Non-Collusion Declaration

I, Thomas J. Veale, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Print Name: Thomas J. Veale

Signature: 

Title: President

Company Name: TRISTAR Claims Management Services, Inc.

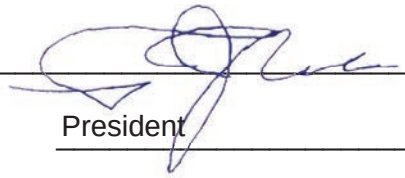
Date: 3/25/2025

Exhibit K: Authorized Vendor Signature - Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Print Name: Thomas J. Veale

Signature: 

Title: President

Company Name: TRISTAR Claims Management Services, Inc.

Date: 3/25/2025

Evaluation Process

Upon receipt of proposals, the District's personnel also known as the Selection Committee will review each provider's response to the solicitation. Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing providers prior to and during the review and evaluation process.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this solicitation. An underlying principle of this solicitation is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

Selection Process

Upon conclusion of the evaluation process, the District will combine the scores for each of the providers value categories. Following selection of a provider(s) pursuant to this solicitation, proposals may be subject to disclosure in accordance with applicable law and may post the final scoring tabulation results online at https://www.ousd.org/procurement. Notice(s) of "Intent of Award" will be emailed to the awardee(s) and notice(s) of "Not To Award" will be emailed to the non award provider(s).

Protest Selection Procedure

Any provider may protest the Districts issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics, rosaura.altamirano@ousd.org

Providers will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.

PRISM EIA AUDIT REPORT

Report Publish Date 05/29/24

Oakland USD

Third Party Administrator - Tristar

Table of Contents

EXECUTIVE SUMMARY

This section will serve as an overview of the audit findings with recommendations for moving forward. The overall claims handling of the TPA is **Meets Expectations** as measured in accordance with the standards set forth in the Guidelines.

Performance Strengths

Outstanding results were achieved in the categories of payments on correct claims, penalties coded correctly, apportionment pursued appropriately, proactive return to work (RTW), settlement valuation, EIA settlement authority requested, and timely initial excess reporting.

Excellent results were achieved in the category of supervisor reviews.

Performance Improvement Recommendations

When the POA is updated, each section should be reviewed to ensure that it has current case status information, the reserves reflect the current financial exposure and the planned actions to move the claim to resolution are outlined. The file notes and documents should reflect completion of the planned actions.

We recommend a system generated diary be created to review medical only (MO) files on or before the 90th day for conversion potential. We recommend utilization of a notepad type for “MO conversion review” and that the review be done under this heading, with the rational for conversion or non-conversion clearly outlined.

Ongoing employee contact continues to be an area requiring improvement. Upon notice of surgery approval, we recommend that a diary be set 1-2 business days after the procedure to contact the employee within three business days. The earlier diary date will assist with accommodating any unplanned delays in getting the contact done. When the employee is off work, we recommend a separate 25-day diary for ongoing contact to ensure the 30-day standard is met.

Emphasis should be placed on timely completion of file balancing at semiannual intervals and upon the termination of benefits. When indemnity benefits are initiated, we recommend an automatic 180-day diary be set to complete file balancing. Additionally, we advise reviewing the PRISM standards to ensure compliance with the requirement for file balancing upon benefit termination. To support this process, we suggest implementing an internal checklist for adjusters or assistants that includes file balancing upon issuing the benefit termination notice.

Timely handling of medical reports outlining permanent work restrictions with immediate notification to the member will improve the score for this category.

Upon receipt of information that would allow the claim to be finalized, we recommend setting up a diary to ensure that resolution is pursued within 10 days, with timely follow-up efforts demonstrated until settlement or closure is achieved. While there has been improvement since the prior audit, this remains an area that requires continued focus.

There were two instances where member settlement authority was not obtained before proceeding with the settlement. To address this, we recommend a thorough review of the guidelines to ensure compliance with the reporting requirements between the member and the claims administrator. This review should aim to reinforce the importance of obtaining proper authorization and to prevent future occurrences.

We recommend the adjuster review the litigation status and strategy at each plan of action diary so that appropriate, proactive direction can be given to the defense attorney. Also, timely review of legal correspondence, response to legal inquiries, and documentation of file staffing with defense counsel will improve the litigation management score.

There were two subcategories where only one downgraded file produced a low score. We consider these to be outliers and not adverse trends. The categories impacted were apportionment ruled in/out and future medical (FM) reserve consistent with OSIP.

Audit Demographics

The audit criterion was formed by using the PRISM Claims Administration standards. The file audits specifically focused on claims handling activity from 06/01/23 through the date of the audit. Tristar provided a list of the open inventory covered by the PRISM program and a random selection of the files was pulled to gather 50 files from the open inventory. The file selection consisted of a mix of indemnity claims, future medical files, and medical only claims. File documents, notes, payments, letters, and reserves are maintained in electronic form. The files were accessed remotely. Each worksheet was provided to Imelda Guido-Perry and Laura Gregory for review and comment. They engaged with the auditors and submitted all questions, feedback, or disputes prior to the conclusion of the audit.

AUDIT TEAM

Angela Mudge
Owner, President & CEO
Over 30 years of workers' compensation claims experience
IEA Certificate, Self-Insured Certificate & WCCP Designation
Prior positions held - adjuster, supervisor, claims manager and vice president

Tera Martin Del Campo
Chief Operating Officer
Over 20 years of workers' compensation claims experience
IEA Certificate, Self-Insured Certificate, WCCP & WCCA Designation
Prior positions held – adjuster, claim compliance analyst, director of auditing

Fernando Rodriguez
Director of Auditing
Over 10 years of workers' compensation claims experience
Bachelor of science in business administration, Self-Insured Certificate
Prior positions held – adjuster, supervisor trainee, and senior collaborator

Mindy Irby
Collaborator
Over 18 years of workers' compensation claims experience
Self-Insured Certificate and WCCP Designation
Prior positions held – adjuster

Erica Witherspoon
Collaborator
Over 14 years of workers' compensation claims experience
Bachelor of Arts, Liberal Studies; Self-Insured Certificate
Prior positions held – adjuster

AUDIT SCORESHEETS

Overview

Category	Points Available	Points	Score	%	Prior Score	Variance
Claim Handling - Administrative	**554**	**478**	**Meets Expectations**	**86.28%**	**74.97%**	**11.31%**
Caseload	1	1	Exceeds Expectations	100.00%	100.00%	0.00%
Case Review and Documentation	452	395	Meets Expectations	87.39%	72.28%	15.11%
Communication	4	2	Unsatisfactory	50.00%	25.00%	25.00%
Fiscal Handling	10	3	Unsatisfactory	30.00%	71.43%	-41.43%
Claim Creation	43	37	Meets Expectations	86.05%	84.72%	1.32%
Reserves	44	40	Exceeds Expectations	90.91%	89.47%	1.44%
Claims Handling - Technical	**223**	**185**	**Meets Expectations**	**82.96%**	**82.01%**	**0.95%**
Payments	42	41	Exceeds Expectations	97.62%	100.00%	-2.38%
Apportionment	6	5	Meets Expectations	83.33%	78.57%	4.76%
Disability Management	11	9	Meets Expectations	81.82%	87.50%	-5.68%
Reserving	101	89	Meets Expectations	88.12%	86.14%	1.98%
Resolution of Claim	28	20	Below Expectations	71.43%	57.69%	13.74%
Settlement Authority	5	3	Unsatisfactory	60.00%	85.71%	-25.71%
Litigated Cases	20	10	Unsatisfactory	50.00%	73.91%	-23.91%
Subrogation	0	0	N/A	N/A	N/A	N/A
Excess Coverage	10	8	Meets Expectations	80.00%	46.15%	33.85%
Overall Score	**777**	**663**	**Meets Expectations**	**85.33%**	**76.67%**	**8.66%**

Detail

Category	Points Available	Points	Score	%	Prior Score	Variance
Claim Handling - Administrative						
Caseload	**1**	**1**				
Adjuster Caseload	1	1	Exceeds Expectations	100.00%	100.00%	0.00%
Case Review and Documentation	**452**	**395**				
Examiner Reviews - Timing	280	243	Meets Expectations	86.79%	75.34%	11.44%
Examiner Reviews - Quality Plan of Action	50	36	Below Expectations	72.00%	82.00%	-10.00%
Supervisor Reviews	118	114	Exceeds Expectations	96.61%	60.00%	36.61%
Medical Only Conversion	4	2	Unsatisfactory	50.00%	90.00%	-40.00%
Communication	**4**	**2**				
Ongoing Employee Contact	4	2	Unsatisfactory	50.00%	25.00%	25.00%
Fiscal Handling	**10**	**3**				
Payments on Correct Claims	2	2	Exceeds Expectations	100.00%	100.00%	0.00%
File Balancing	8	1	Unsatisfactory	12.50%	42.86%	-30.36%
Claim Creation	**43**	**37**				
Three Point Contact - Initial Employee Contact	21	18	Meets Expectations	85.71%	94.12%	-8.40%
Three Point Contact - Initial Employer Contact	22	19	Meets Expectations	86.36%	76.32%	10.05%
Reserves	**44**	**40**				
Initial Reserves for Probable Value	22	20	Exceeds Expectations	90.91%	100.00%	-9.09%
Initial Reserves Timely	22	20	Exceeds Expectations	90.91%	78.95%	11.96%
Score for Claim Handling - Administrative	**554**	**478**		**86.28%**	**74.97%**	**11.31%**

Category	Points Available	Points	Score	%	%	Variance
Claim Handling - Technical						
Payments	**42**	**41**				
Medical Bills Paid Timely	41	40	Exceeds Expectations	97.56%	100.00%	-2.44%
Penalties Coded Correctly	1	1	Exceeds Expectations	100.00%	N/A	N/A
Apportionment	**6**	**5**				
Apportionment Ruled In/Out	3	2	Unsatisfactory	66.67%	90.00%	-23.33%
Apportionment Pursued Appropriately	3	3	Exceeds Expectations	100.00%	50.00%	50.00%
Disability Management	**11**	**9**				
Proactive RTW	9	9	Exceeds Expectations	100.00%	85.71%	14.29%
Member Noticed of Perm. Restrictions	2	0	Unsatisfactory	0.00%	100.00%	-100.00%
Reserving	**101**	**89**				
Reserves Adjusted Timely	50	42	Meets Expectations	84.00%	82.00%	2.00%
TD & 4850 Reserves Separate	0	0	N/A	N/A	N/A	N/A
PD Exposure Includes Life Pension	0	0	N/A	N/A	N/A	N/A
FM Reserve Consistent with OSIP	1	0	Unsatisfactory	0.00%	0.00%	0.00%
Allocated Reserves Accurate	50	47	Exceeds Expectations	94.00%	92.00%	2.00%
Resolution of Claim	**28**	**20**				
Resolution Pursued Timely	19	11	Unsatisfactory	57.89%	26.67%	31.23%
Settlement Valuation	9	9	Exceeds Expectations	100.00%	100.00%	0.00%
Medicare's Interests Protected	0	0	N/A	N/A	100.00%	N/A
Settlement Authority	**5**	**3**				
EIA Settlement Authority Requested	1	1	Exceeds Expectations	100.00%	100.00%	0.00%
Member Settlement Authority Requested	4	2	Unsatisfactory	50.00%	83.33%	-33.33%
Litigated Cases	**20**	**10**				
Initiate Investigation Material to Potential Lit.	0	0	N/A	N/A	50.00%	N/A
Litigation Management & Defense Attorney on Panel	20	10	Unsatisfactory	50.00%	76.19%	-26.19%
Subrogation	**0**	**0**				
Identify and Notice 3rd Party Timely	0	0	N/A	N/A	N/A	N/A
Periodic Contact with 3rd Party	0	0	N/A	N/A	N/A	N/A
Complaint or Lien Filed Timely	0	0	N/A	N/A	N/A	N/A
Member Involved in Complaint vs. Lien	0	0	N/A	N/A	N/A	N/A
Subrogation Pursued for Maximum Recovery	0	0	N/A	N/A	N/A	N/A
Approval to Accept, Waive, or Settle	0	0	N/A	N/A	N/A	N/A
Excess Coverage	**10**	**8**				
Timely Initial Excess Reporting	1	1	Exceeds Expectations	100.00%	50.00%	50.00%
Timely Subsequent Excess Reporting	9	7	Below Expectations	77.78%	44.44%	33.33%
Timely Excess Reimbursement Requests	0	0	N/A	N/A	N/A	N/A
Closing Excess Report Sent	0	0	N/A	N/A	N/A	N/A
Score for Claim Handling - Technical	**223**	**185**		**82.96%**	**82.01%**	**0.95%**

AUDIT EXCEPTION DETAILS

Claim Handling – Administrative Caseload

Adjuster Caseload

Opportunities 1 | Achieved 1

There are three dedicated adjusters assigned to Oakland USD all with caseloads within the PRISM guidelines. The weighted values listed below include adjustment for the 2:1 ratio for future medical and medical only claims.

	Oakland USD			Other Accounts				
Adjuster	Indemnity	Med Only	Future Med	Indemnity	Med Only	Future Med	Total	Weighted Total
Ted Choy	82	17	64	0	0	0	163	123
Cathy Lin	93	16	44	0	0	0	153	123
Aaron Huggins	94	51	14	0	0	0	159	127
Total	269	84	122	0	0	0	475	372

Case Review & Documentation

Examiner Reviews - Timing

Opportunities 280 | Achieved 243

Please see Addendum I for a detailed summary of opportunities and plan of actions meeting the criteria for this standard.

Examiner Reviews - Quality Plan of Action

Opportunities 50 | Achieved 36

1. *P-9680 The POAs of 01/05/24, 02/06/24, and 03/22/24 outlined an intent to close the file if there was no response from the employee to the closing letter of 12/21/23. The employee's last treatment was on 12/20/23, with a follow-up scheduled in 4 weeks. There is a lack of documentation regarding efforts to obtain a final medical report or communicate with the employee regarding the status of their treatment to move the claim to closure.*
2. *P-9684 The POAs completed during the audit period are all duplicative of each other. Although this is a companion file, the notes should stand on their own. The POAs lacked proactive action items to move the claim towards resolution.*
3. *P-9686 The POA dated 03/25/24 has duplicate and outdated information that intends to send a qualified medical evaluator (QME) cover letter and records for the appointment of 11/03/23. The QME's maximum medical improvement (MMI) report was received on 12/04/23 and the POA was not updated with the findings nor action items to move the case towards resolution.*
4. *P-9694 The POAs dated 01/16/24, 03/01/24 and 04/15/24 are duplicative and outline an action item to follow up with defense counsel for the outcome of the status conference which took place on 01/09/24. There was no file documentation showing progress nor completion of this task.*
5. *P-9695 The POA dated 03/25/24 had redundant action items listed aimed at securing SAR approval from the supervisor to move forward with settlement. The SAR was previously approved on 01/03/24. Further, there was no file documentation showing efforts to progress the claim towards resolution.*

6. *P-9696 Although this is a secondary file, the file notes should stand on their own. The POAs completed during the audit period are all duplicative of each other and there were no proactive efforts to drive the claim towards resolution.*
7. *P-9700 The POA of 02/05/24 aimed to move forward with settlement following receipt of the QME's MMI report on 01/29/24. There was no file documentation showing progress nor completion of this task until the SAR was untimely drafted on 03/19/24.*
8. *P-9702 The POAs dated 11/15/23, 12/20/23, 01/29/24, and 03/15/24 are all duplicative of each other and lack proactive action items to drive the claim towards resolution. The litigation strategy is missing as there has been no follow-up with the DA to discuss the status of settlement.*
9. *P-9709 The POAs completed during the audit period have duplicative action items aimed at following up with the treating physician to confirm the last date of treatment. There was no file documentation showing progress nor completion of this task. Further, they do not outline the current litigation strategy to move the claim towards resolution.*
10. *P-9713 The POAs completed during the audit period lack proactive action items to drive the claim towards resolution. The POA of 03/27/24 failed to incorporate the findings of the QME's supplemental report, which was received on 03/05/24. Furthermore, there was a lack of legal strategy within the POAs to progress the claim towards resolution.*
11. *P-9715 The POAs completed during the audit period are duplicative indicating there has been no change in the status of the claim. Resolution is pending CMS approval of the MSA and the POAs suggest that the defense attorney (DA) is obtaining CMS approval; however, this is a task being handled by the adjuster. There was no file documentation demonstrating progress or completion of this task. A CMS letter of 03/19/24 requested additional information; however, there was no response documented in the file.*
12. *P-9719 The POAs dated 06/16/23 and 07/31/23 have duplicate action items aimed at securing the signed MSA releases from the DA. The POAs dated 10/16/23, 11/26/23, 02/16/24, and 04/01/24 have duplicate action items that intend to follow up with the DA regarding settlement and CMS approval of the MSA. There was no file documentation showing progress or completion of these tasks nor is there a clear strategy outlined to progress the claim towards resolution.*
13. *P-9721 The POA dated 03/21/24 has an action item to follow up with the employee to secure the signed settlement documents mailed on 02/05/24. There was no file documentation showing follow-up nor completion of this task.*
14. *P-9723 The POAs dated 02/28/24 and 04/12/24 fail to outline the current litigation status and lack a strategy to move the claim towards resolution.*

Supervisor Reviews
Opportunities 118 | Achieved 114
Please see Addendum I for a detailed summary of opportunities and supervisor reviews meeting the criteria for this standard.

Medical Only Conversion
Opportunities 4 | Achieved 2
1. *P-9693 The claim was received on 09/14/23 with an MO conversion review due by 12/13/23. The auditor was unable to locate a timely MO conversion review.*
2. *P-9714 The claim was received on 08/21/23 with an MO conversion review due by 11/19/23. The auditor was unable to locate a timely MO conversion review.*

Communication

Ongoing Employee Contact

Opportunities 4 | Achieved 2

1. *P-9692 The employee was temporary totally disabled (TTD) from 01/16/24 through 04/15/14. The auditor was unable to find documentation of ongoing 30-day contact with the employee during the TTD period.*
2. *P-9728 The employee was TTD from 07/31/23 through 11/05/23. There is a gap, greater than 30 days, in employee contact from 08/08/23 to 09/15/23 and 09/16/23 to 10/22/23.*

Fiscal Handling

Payments on Correct Claims

Opportunities 2 | Achieved 2

Both claims that met the criteria for this category also met the standard.

File Balancing

Opportunities 8 | Achieved 1

1. *P-9686 Temporary disability (TD) benefits were paid from 02/28/23 through 07/02/23. File balancing at the time the benefits were terminated was not evident.*
2. *P-9697 TD benefits were paid from 09/14/23 through 11/28/23. File balancing at the time the benefits were terminated was not evident.*
3. *P-9700 TD/SC benefits were paid from 08/01/23 through 09/28/23. File balancing at the time the benefits were terminated was not evident.*
4. *P-9701 TD/SC benefits were paid from 12/19/23 through 01/09/24. File balancing at the time the benefits were terminated was not evident.*
5. *P-9725 TD benefits were paid from 08/04/23 through 02/28/24. File balancing at the time the benefits were terminated was not evident.*
6. *P-9727 TD benefits were paid from 01/10/24 through 02/06/24. File balancing at the time the benefits were terminated was not evident.*
7. *P-9728 TD benefits were paid from 07/31/23 through 11/05/23. File balancing at the time the benefits were terminated was not evident.*

Claim Creation

Three Point Contact – Initial Employee Contact

Opportunities 21 | Achieved 18

1. *P-9697 The claim was received on 06/28/23 with the initial contacts due by 07/03/23. There was one employee contact attempt documented on 06/28/23 and a second documented on 06/29/23. The auditor was unable to locate a third contact attempt documented in the first three days.*
2. *P-9711 The claim was received on 10/05/23 with initial contact due by 10/11/23. There was one employee contact attempt documented on 10/05/23 and a second documented on 10/06/23. The auditor was unable to locate a third contact attempt documented in the first three days.*
3. *P-9718 The claim was received on 10/13/23 with initial contact due by 10/18/23. There was one employee contact attempt documented on 10/13/23. The auditor was unable to locate two additional contact attempts documented in the first three days.*

Three Point Contact – Initial Employer Contact
Opportunities 22 | Achieved 19

1. *P-9693 The claim was received on 09/14/23 with the initial contacts due by 09/18/23. There was one employer contact attempt documented on 09/14/23 and a second documented on 09/18/23. The auditor was unable to locate a third contact attempts documented in the first three days.*
2. *P-9697 The claim was received on 06/28/23 with the initial contacts due by 07/03/23. There was one employer contact attempt documented on 06/28/23 and a second documented on 06/29/23. The auditor was unable to locate a third contact attempt documented in the first three days.*
3. *P-9711 The claim was received on 10/05/23 with initial contact due by 10/11/23. There was one employer contact attempt documented on 10/05/23 and a second documented on 10/06/23. The auditor was unable to locate a third contact attempt documented in the first three days.*

Reserves

Initial Reserves for Probable Value
Opportunities 22 | Achieved 20

1. *P-9716 The initial reserves were understated as they did not contemplate the employee's TTD status.*
2. *P-9717 The initial reserves were understated as they did not contemplate the plan to establish treatment, obtain a QME to address compensability, complete an AOE/COE investigation, and take the employee's deposition.*

Initial Reserve Timely
Opportunities 22 | Achieved 20

1. *P-9693 The claim was received on 09/14/23 with initial reserves due by 09/28/23. The initial reserves were untimely established on 10/04/23.*
2. *P-9717 The claim was received on 01/05/24 with the initial reserves due by 01/18/24. The initial reserves were untimely established on 01/24/24.*

Claim Handling – Technical

Payments

Medical Bills Paid Timely
Opportunities 41 | Achieved 40

1. *P-9721 The bill for date of service 10/06/23 from the QME Darien Bahravan, DO was untimely paid on 04/01/24.*

Penalties Coded Correctly
Opportunities 1 | Achieved 1

The claim that met the criteria for this category also met the standard.

Apportionment

Ruled In/Out

Opportunities 3 | Achieved 2

1. *P-9714 The employee has a prior neck and upper back injury from two years ago due to a motor vehicle accident. This has not been outlined in the POA in terms of apportionment nor is there file documentation showing any efforts to secure prior medical records to rule apportionment in/out.*

Pursued Appropriately

Opportunities 3 | Achieved 3

All claims that met the criteria for this category also met the standard.

Disability Management

Proactive Return to Work

Opportunities 9 | Achieved 9

All claims that met the criteria for this category also met the standard.

Member Noticed of Permanent Work Restrictions

Opportunities 2 | Achieved 0

1. *P-9700 The QME's MMI report was received on 01/29/24 which outlined permanent restrictions. The permanent work restrictions were untimely sent to the member on 03/20/24.*
2. *P-9720 The primary treating physician's (PTP) MMI report was received on 11/21/23 which outlined permanent restrictions. There was no documentation showing that the member was notified of the permanent restrictions.*

Reserving

Reserves Adjusted Timely & Accurately

Opportunities 50 | Achieved 42

1. *P-9686 The QME's MMI report was received on 12/04/23 and the reserves have not been adjusted for the exposures. The file lacks documentation of regular reserve reviews during the audit period. A review is required at the time of regular diary review, or at the time of a significant event, regardless of if a reserve change is made.*
2. *P-9695 The PTP's MMI report was received on 07/24/23. The reserves were untimely adjusted for the 3% permanent disability (PD) exposures on 10/12/23.*
3. *P-9704 The claim was reopened on 08/23/23 and the reserves were untimely reestablished on 09/12/23.*
4. *P-9706 The QME's report was received on 11/27/23 which outlined additional treatment recommendations. The reserves were untimely adjusted for ongoing medical treatment and a QME reevaluation on 04/28/24. The file lacks documentation of regular reserve reviews during the audit period. A review is required at the time of regular diary review, or at the time of a significant event, regardless of if a reserve change is made.*
5. *P-9707 The DA provided their rating and analysis of the QME's supplemental report of 12/11/23, in their correspondence received on 04/05/24. The PD exposure for this claim is 6% or $5,220. The reserves have not been adjusted for the exposure.*

6. *P-9709 The claim remains fully denied and litigation fees are being processed off the companion file. The outstanding indemnity and legal reserves are not warranted. The file lacks documentation of regular reserve reviews during the audit period. A review is required at the time of regular diary review, or at the time of a significant event, regardless of if a reserve change is made.*
7. *P-9717 There have been no adjustments to reserves since they were initially set on 01/24/24 and the current outstanding reserves are understated for the exposures. The employee's deposition was taken on 03/21/24 with pending AA fees and a QME appointment was scheduled for 05/03/24. A reserve increase is recommended.*
8. *P-9729 The last reserve adjustment was on 07/12/23. The auditor was unable to locate an OSIP compliant reserve review throughout the audit period with at least one review warranted. This resulted in overstated reserves based on the auditor's OSIP calculation outlined within the audit worksheet.*

TD & 4850 Reserved Separately
Opportunities 0 | Achieved N/A
There were no applicable claims for this category.

PD Exposure Includes Life Pension
Opportunities 0 | Achieved N/A
There were no applicable claims for this category.

FM Reserves Consistent with OSIP Standards
Opportunities 1 | Achieved 0
1. *P-9729 The auditor was unable to locate an OSIP compliant reserve review throughout the audit period with at least one review warranted. This resulted in overstated reserves based on the auditor's OSIP calculation outlined within the audit worksheet.*

Allocated Reserve Accurate
Opportunities 50 | Achieved 47
1. *P-9709 The current outstanding expense reserves are overstated for this denied file. The file will be settled with the companion where litigation fees are being processed; therefore, a reserve decrease is recommended.*
2. *P-9717 The current expense reserves are understated for fees related to the EE's deposition, record management, investigation as well as ongoing defense fees through claim resolution.*
3. *P-9729 Based on the future medical provisions the auditor estimates cost containment fees at 10%. Using 10% of the medical based upon the auditor's OSIP calculation the current outstanding expense reserves of $1,708 are overstated.*

Reserve Detail

No recommended changes	46 claims
Increase recommended	2 claims
Decrease recommended	2 claims
Total estimated reserve variance	($8,994)

Resolution of Claim

Resolution Pursued Timely

Opportunities 19 | Achieved 11

1. *P-9686 The QME's MMI report was received on 12/04/23. The auditor was unable to locate any action towards finalizing the claim within ten days of receipt of the MMI report.*
2. *P-9688 The PTP's MMI report was received on 03/13/24. The auditor was unable to locate any activity towards finalizing the claim within ten days of receiving the MMI report.*
3. *P-9695 The PTP's MMI report was received on 07/24/23. The auditor was unable to locate any action towards finalizing the claim within ten days of receipt of the MMI report.*
4. *P-9699 The QME's MMI report was received on 06/26/23. The SAR was untimely drafted on 08/01/23.*
5. *P-9702 The QME's supplemental report was received prior to the audit period on 04/18/23. The DA provided their settlement recommendations on 05/05/23; however, the SAR was untimely drafted on 07/19/23.*
6. *P-9715 The employee reached MMI prior to the audit period, and settlement is pending CMS approval of the MSA. An email was sent to Clara Analytics on 07/26/23 requesting the status of CMS approval. There was a delay in follow up until an email was sent on 03/04/24.*
7. *P-9721 The PTP's MMI report was received on 11/06/23. A SAR was drafted on 11/07/23 and settlement authority was secured on 11/20/23. There were no subsequent efforts to finalize the claim until the proposed settlement documents were untimely sent to the employee on 02/05/24.*
8. *P-9729 Settlement authority was secured on 06/12/23. There were no subsequent efforts to finalize the claim until the settlement documents were untimely drafted on 08/24/23.*

Settlement Valuation

Opportunities 9 | Achieved 9

All claims that met the criteria for this category also met the standard.

Medicare's Interests Protected

Opportunities 0 | Achieved N/A

There were no applicable claims for this category.

Settlement Authority

EIA Settlement Authority Requested

Opportunities 1 | Achieved 1

The claim that met the criteria for this category also met the standard.

Member Settlement Authority Requested

Opportunities 4 | Achieved 2

1. *P-9700 The auditor was unable to locate the request for authority to the member.*
2. *P-9702 The auditor was unable to locate the request for authority to the member.*

Litigated Claims

Initiate Investigation Material to Potential Litigation

Opportunities 0 | Achieved N/A

There were no applicable claims for this category.

Proper Litigation Management and Defense Attorney on Panel
Opportunities 20 | Achieved 10

1. *P-9686 The auditor does not find evidence that litigation management is being handled appropriately on this claim nor clear documentation that the adjuster is maintaining control. Further, the files lack documentation of proactive interaction with defense counsel to drive results.*
2. *P-9694 The auditor does not find evidence that litigation management is being handled appropriately on this claim nor clear documentation that the adjuster is maintaining control. The legal strategy is missing from the claim file and the file lacks timely periodic reports from the defense attorney. A status conference was set for 01/09/24 and there has been no correspondence with the DA to discuss the outcome or plan of action to move the claim forward.*
3. *P-9696 The file lacks documentation of proactive litigation management. Defense counsel provided their correspondence on 03/20/24 with recommendations to move the case forward. There has been no response from the adjuster on how to proceed, which is causing a delay in resolution.*
4. *P-9702 Tentative settlement authority was provided on 08/08/23; however, there has been a lack of documentation showing proactive interaction with the DA to progress the claim towards resolution. Additionally, the DA sent an email on 01/29/24 requesting to confirm the employee's date of hire. There was no documented response from the adjuster through the date of the audit.*
5. *P-9704 The claim was reopened on 08/23/23 after receiving a notice of representation and the employee's claims were referred to a DA the same day. The file lacks documentation of proactive interaction with defense counsel to move the claim forward. There is no notepad activity demonstrating that the examiner is maintaining control of the litigation. Further, there is no documentation of legal correspondence outlining recommendations to progress the file.*
6. *P-9709 The file lacks documentation of proactive litigation management. There is no notepad activity during the audit period demonstrating that the examiner is maintaining control of the ongoing legal activities and is directing defense counsel.*
7. *P-9713 The file lacks documentation of proactive litigation management. The employee's deposition was set for 12/06/23; however, there is no documented correspondence with the DA to discuss the outcome. The QME's supplemental report was received on 03/05/24. There has been no correspondence with the DA to discuss the findings nor strategy to bring the claim towards resolution.*
8. *P-9715 The most recent legal update from the DA, received on 02/16/24, requested an update on the MSA CMS submission and reiterated the option to settle by stipulations. There was no documented response to the DA to provide direction on how to proceed with the file.*
9. *P-9719 The file lacks documentation of proactive interaction with defense counsel to drive results. The last communication with the DA was on 09/28/23 regarding seeking CMS approval of the MSA. There has been no further documented correspondence with the DA to discuss the claim and direction on how to progress the file towards resolution.*
10. *P-9723 The file lacks documentation of proactive litigation management. The DA sent an email on 01/10/24 seeking direction on how to proceed regarding the remaining doctors on the panel QME. There was no documented response from the adjuster providing direction.*

Subrogation

Identify & Notice 3rd Party Timely
Opportunities 0 | Achieved N/A

There were no applicable claims for this category.

Periodic Contact with 3rd Party
Opportunities 0 | Achieved N/A
There were no applicable claims for this category.

Complaint or Lien Filed Timely
Opportunities 0 | Achieved N/A
There were no applicable claims for this category.

Member Involved in Complaint vs. Lien
Opportunities 0 | Achieved N/A
There were no applicable claims for this category.

Subrogation Pursued for Maximum Recovery
Opportunities 0 | Achieved N/A
There were no applicable claims for this category.

Approval to Accept, Waive or Settle 3rd Party Case
Opportunities 0 | Achieved N/A
There were no applicable claims for this category.

Excess Coverage

Timely Initial Excess Reporting
Opportunities 1 | Achieved 1
The claim that met the criteria for this category also met the standard.

Timely Subsequent Excess Reports
Opportunities 9 | Achieved 7
Please see Addendum I for a detailed summary of opportunities and excess reports meeting the criteria for this standard.

Timely Excess Reimbursement Requests
Opportunities 0 | Achieved N/A
There were no applicable claims for this category.

Closing Excess Report Sent
Opportunities 0 | Achieved N/A
There were no applicable claims for this category.

AUDITED BUT NOT SCORED RESULTS

Category	Points Available	Points	%	Prior %	Variance
Supervisor Caseload	1	1	100.00%	100.00%	0.00%
Respond to Written Inquiries	0	0	N/A	N/A	N/A
Ongoing Employer Communication/Reporting	3	3	100.00%	N/A	N/A
Initial Decision	22	17	77.27%	81.58%	-4.31%
Final Decision	2	2	100.00%	64.29%	35.71%
AOE/COE Investigation	2	2	100.00%	78.57%	21.43%
Indexing	26	24	92.31%	100.00%	-7.69%
Initial TD/PD Payment	10	9	90.00%	100.00%	-10.00%
DWC Notice	31	25	80.65%	94.12%	-13.47%
Subsequent TD/PD Payments	8	8	100.00%	100.00%	0.00%
Overpayments	1	1	100.00%	N/A	N/A
Undisputed Awards Paid Timely	0	0	N/A	100.00%	N/A
Copy of Award to Excess	0	0	N/A	N/A	N/A
Medical Bills Objection Letters	1	1	100.00%	100.00%	0.00%
Employee Reimbursements Timely	7	7	100.00%	100.00%	0.00%
Advance Travel Timely	10	4	40.00%	75.00%	-35.00%
Self-Imposed Penalties Paid	0	0	N/A	N/A	N/A
Penalty Reimbursement	0	0	N/A	N/A	N/A
Proper Use of UR	28	25	89.29%	100.00%	-10.71%
NCM Used Appropriately	0	0	N/A	100.00%	N/A
Proof of Member/EIA Authority	1	1	100.00%	66.67%	33.33%
Member Involved in Legal Activities Where Appropriate	0	0	N/A	0.00%	N/A

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Addendum No. 1

(posted 2/28/2025)

Request for Proposal (RFP) 25-156RM

THIRD-PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MANAGED CARE SERVICES FOR RISK MANAGEMENT

To: ALL BIDDERS

The Oakland Unified School District ("OUSD") ("District") hereby issues this Bid Addendum No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID ADDENDUM NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER'S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

The following information has been amended; all other information remains the same.

1. See Page 28,

Amended From: Exhibit B: Awarded Contract Requirements

Please review the two different types requirements below. Documents are not required upon submitting a proposal but will be required if selected/awarded.
All requirements documents must be produced and submitted before scope of work can begin.

Contractors/Vendors with ANY contact with students	Contractors/Vendors with NO contact with students
1. Resume for individuals or a Stmt of Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability - Professional Liability or Corporal Punishment Ins. - Improper Sexual Conduct & Physical Abuse Liab. OR Sexual Abuse & Molesation (SAM) Policy Limits (minimum): $1,000,000 per occurrence and $2,000,000 aggregate Certificate Holder must read: *Oakland Unified School District;* *ATTN-Risk Management;* *1011 Union St, Site 987; Oakland, CA 94607;* 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured 4. For Agency Vendors a) Proof of Workers Comp. Insurance via ACORD b) Agency Letter: (On company letterhead stating) "All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements." "ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD." "Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand." For Individuals (Non-Agency Vendors) a) TB Test Results b) Fingerprinting (how to instructions at a later time)	1. Resume for individuals or a Stmt Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability Policy Limits (minimum): $1,000,000 per occurrence and $2,000,000 aggregate Certificate Holder must read: *Oakland Unified School District;* *ATTN-Risk Management;* *1011 Union St, Site 987; Oakland, CA 94607;* 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured

No signature for acknowledgement needed however, if you and/or your company cannot agree to our District's contract requirements, we respectfully and kindly ask to not submit a proposal response to our solicitation. Thank you.

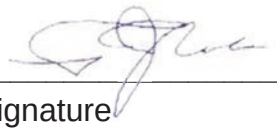
Amended To: Exhibit B: Awarded Contract Requirements

Please review the two different types requirements below. Documents are not required upon submitting a proposal but will be required if selected/awarded.
All requirements documents must be produced and submitted before scope of work can begin.

Contractors/Vendors with ANY contact with students	Contractors/Vendors with NO contact with students
1. Resume for individuals or a Stmt of Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability - Professional Liability or Corporal Punishment Ins. - Improper Sexual Conduct & Physical Abuse Liab. OR Sexual Abuse & Molesation (SAM) Policy Limits (minimum): $1,000,000 per occurrence and $2,000,000 aggregate Certificate Holder must read: *Oakland Unified School District;* *ATTN-Risk Management;* *1011 Union St, Site 987; Oakland, CA 94607;* 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured 4. For Agency Vendors a) Proof of Workers Comp. Insurance via ACORD b) Agency Letter: (On company letterhead stating) "All of our employees that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and TB Testing requirements." "ATI Numbers (from fingerprinting) will appear on all invoices submitted to OUSD." "Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand." For Individuals (Non-Agency Vendors) a) TB Test Results b) Fingerprinting (how to instructions at a later time)	1. Resume for individuals or a Stmt Qualifications for Companies; 2. Proof of the following types of insurances via an ACORD sheet: - Commercial General Liability Policy Limits (minimum): $1,000,000 per occurrence and $2,000,000 aggregate Certificate Holder must read: *Oakland Unified School District;* *ATTN-Risk Management;* *1011 Union St, Site 987; Oakland, CA 94607;* 3. Policy Endorsement that names Oakland Unified School District as an Additional Insured. 4. Maintain in force an errors and omissions policy, at a limit not less than one million dollars ($1,000,000) per wrongful act and in the aggregate. TPA will maintain said bond or insurance for a period of two (2) years after the expiration of the contract. 5. Administrator will maintain in force a Cyber Security/Liability policy which provides coverage including but not limited to Privacy Notification and Crises, E-threat Expenses coverage, E-vandalism Expenses which names DISTRICT as an additional insured and provides a limit of a no less than Two Million dollars ($2,000,000).

No signature for acknowledgement needed however, if you and/or your company cannot agree to our District's contract requirements, we respectfully and kindly ask to not submit a proposal response to our solicitation. Thank you.

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:



4/3/2025

Signature Date

Thomas J. Veale, President

Print Name and Title

TRISTAR Claims Management Services, Inc.

Print Company Name

Sincerely,

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601
(510) 879-2990 ph.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

ADDENDUM No. 2

(posted 3/3/25)

Request for Proposal (RFP) 25-156RM

THIRD-PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MANAGED CARE SERVICES FOR RISK MANAGEMENT

To: ALL BIDDERS

The Oakland Unified School District (OUSD) ("District") hereby issues this Bid Addendum No. 2 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID ADDENDUM NO. 2, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER'S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

The following information has been amended; all other information remains the same.

1. See Page 1, "Proposals Due".

Amended From:

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal/Request for Qualification (RFP) #25-156RM

THIRD-PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MANAGED CARE SERVICES FOR RISK MANAGEMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601

email: procurement@ousd.org
phone: (510) 879-2990

Proposals Due:
April 21, 2025 @ 2:00pm

THE TERMS AND CONDITIONS OF THIS SOLICITATION ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

Amended To:

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal/Request for Qualification (RFP) #25-156RM

THIRD-PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MANAGED CARE SERVICES FOR RISK MANAGEMENT

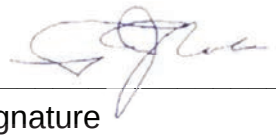
OAKLAND UNIFIED SCHOOL DISTRICT
Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601

email: procurement@ousd.org
phone: (510) 879-2990

Proposals Due:
April 04, 2025 @ 2:00pm pst

THE TERMS AND CONDITIONS OF THIS SOLICITATION ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:



Signature

4/3/2025
Date

Thomas J. Veale, President
Print Name and Title

TRISTAR Claims Management Services, Inc.
Print Company Name

Sincerely,

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601
(510) 879-2990 ph.

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

NOTICE OF INTENT TO AWARD

May 12, 2025

To: TRISTAR

PROJECT:
Request for Proposal (RFP) 25-156RM Third-Party Workers' Compensation Claims Administration and Managed Care Services.

The Oakland Unified School District ("OUSD") ("District") has completed its RFP for Third-Party Workers' Compensation Claims Administration and Managed Care Services.

OUSD intends to award TRISTAR. The recommendation to award the bid will be submitted to our District's Board of Education for final approval.

We thank you for participating in this bidding process and we look forward to working with you and your company.

IMPORTANT: Please reply with the contact person who will oversee the contract process, our team will reach out to discuss details and next steps for contracting.

To view additional RFP's, please visit our Procurement Webpage.

Sincerely,

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601
(510) 879-2990 ph.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

SERVICES AGREEMENT

This Services Agreement ("AGREEMENT") is a legally binding contract entered into between the Oakland Unified School District ("OUSD") and the entity or individual ("VENDOR," together with OUSD, "PARTIES") named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, "VENDER INDIVIDUAL" includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR's direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services**. VENDOR shall provide the services ("SERVICES") as described in **Exhibit A**.

2. **Term**. The term ("TERM") of this AGREEMENT is established in **Exhibit A.**

3. **Compensation.**

   a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibits A through F**.

   b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.

   c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

   d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD's written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing**. Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).

b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.

c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.

d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.

e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.

f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

6. **Termination**. Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.

a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.

d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. **Data and Information Requests.**

a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.

b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**

a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.

c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership**. Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.

b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if

OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.

12. **Equipment and Materials**. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.

13. **Legal Notices**. Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

14. **Status.**

a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.

b. If VENDOR is a natural person, VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;

(ii) VENDOR's work is outside the usual course of OUSD's business; and

(iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.

c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

(i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;

(ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;

(iii) the contract between OUSD and VENDOR is in writing;

(iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;

(v) VENDOR maintains a business location that is separate from the business or work location of OUSD;

(vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;

(vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;

(viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;

(ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;

(x) VENDOR can negotiate its own rates;

(xi) VENDOR can set its own hours and location of work; and

(xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. **Qualifications, Training, and Removal.**

a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.

b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration**. VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. **Insurance.**

a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy

year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars ($1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**

a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (http://beamentor.org/OUSDPartner) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-

19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").

b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**

a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.

b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.

c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this

AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**. VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (https://www.sam.gov/).

23. **Limitation of OUSD Liability**. Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

24. **Indemnification.**

    a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

    b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.

25. **Audit**. VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that

OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

26. **Non-Discrimination**. It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.

28. **Drug-Free/Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

29. **Waiver**. No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.

30. **Assignment**. The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

31. **No Rights in Third Parties**. This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

32. **Litigation**. This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.

33. **Incorporation of Recitals and Exhibits**. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.

34. **Integration/Entire Agreement of Parties**. This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.

35. **Severability**. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

36. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.

37. **Captions and Interpretations**. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

38. **Calculation of Time**. For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.

39. **Counterparts and Electronic Signature**. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

40. **W-9 Form**. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

41. **Agreement Publicly Posted**. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

42. **Signature Authority.**

    a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.

b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

43. **Contract Contingent on Governing Board Approval**. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

VENDOR

Name: Thomas J. Veale Signature: Thomas J Veale Thomas J Veale (May 20, 2025 18:08 EDT)

Position: President Date: May 20, 2025

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Jennifer Brouhard Signature:

Position: President, Board of Education Date: 6\26\2025

☐ Board President (for approvals)

☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature:

Position: Superintendent and Secretary, Board of Education Date: 6\26\2025

Template Approved as to form by OUSD Legal Department

Shalini Anadkat 520/2025

SERVICES AGREEMENT
EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: TRISTAR Claims Management Services, Inc.

1. **Services**. Describe the SERVICES VENDOR will provide:

   a. **OUSD** hereby engages **VENDOR**, and **VENDOR** hereby accepts such engagement as the claims administrator to represent and act for **OUSD** with respect to all Workers' Compensation claims arising under the **OUSD** program, occurring during the Term, reported to **VENDOR** during the Term, and assigned to **VENDOR** by **OUSD** ("Claims").

   b. **VENDOR** agrees to perform the following services ("Services") during the Service Period as defined in *Exhibit A* and any extension or renewal thereof, if applicable, with respect to the Claims. Subject to the authority limits stated below, **VENDOR** shall:

      (i) provide to OUSD the following basic services ("Basic Services"):

      - ❖ establish and maintain an electronic file with respect to each Claim ("Claim File"); such Claim Files shall include accurate records and accounts of all transactions with respect to Claims; and be maintained in accordance with prudent standards of recordkeeping;
      - ❖ conduct analysis of Claims to determine their validity and compensability in accordance with Claims' guidelines as may be agreed to by **VENDOR** and **OUSD**;
      - ❖ establish case-specific reserves, adjust, resist, deny, and/or settle Claims:
        - ◊ up to the authority limit set forth in *Exhibit B* ("Settlement Authority"); and
        - ◊ in excess of the Settlement Authority at the direction of and with the approval of the **OUSD**.
      - ❖ upon approval or at the direction of **OUSD**, use legal counsel where appropriate and assist legal counsel in the preparation of cases for hearings, trials, and/or appeals;
      - ❖ comply with *Exhibit C*: *Banking and Funding* attached hereto which governs the operation of an account maintained pursuant to *Section 3* ("Account");
      - ❖ pursue, as deemed appropriate by **VENDOR**, reasonable possibilities of subrogation, contribution, or indemnity (not insurance or reinsurance recoveries) on behalf of **OUSD** and deposit all recovery amounts in the Account;
      - ❖ refer all regulatory complaints to **OUSD** and cooperate with **OUSD** to resolve such complaints;
      - ❖ report cases involving suspected fraud to the appropriate state-mandated agency and when reporting to the state insurance department is required, use an internal special investigative unit or contract with an entity to provide such services;
      - ❖ provide **VENDOR**'s standard claims reports to **OUSD**; and
      - ❖ make payments of valid claims for compensation, rehabilitation expenses, and other required benefits payable under applicable insurance laws, together with Allocated Loss Adjustment Expenses (as defined in Section 12), out of funds provided by the

OUSD pursuant to Section 3 hereof subject to the limitations and requirements of this Agreement.

(ii) provide to **OUSD** information services in accordance with the provisions of *Exhibit D*: Confidentiality, Data Security, and Access to Data attached hereto ("Information Services");

(iii) provide, or use **VENDOR** Managed Care, Inc. ("TMC"), an affiliate of **VENDOR**, to provide, utilization management services in accordance with the provisions of *Exhibit F* attached hereto ("Utilization Management Services");

(iv) provide, or use TMC to provide, case management services in accordance with the provisions of *Exhibit G* attached hereto ("Case Management Services"); and

(v) provide, or use vendors to provide, all other specialty services ("Other Specialty Services") such as early intervention, medical bill review, PPO network, Specialty Carve-out PPO networks for Diagnostic Services and Durable Medical Equipment, claim call-in reporting (telephonic, electronic, fax or internet), Special Investigation ("SIU"), and index bureau reports. Utilization Management Services, Case Management Services, and Other Specialty Services shall be referred to collectively as "Specialty Services." Specialty Services are charged as Allocated Loss Adjustment Expenses or, where required by state law, as loss.

c. **VENDOR** has delegated authority within the retention level to adjust losses where there are no coverage issues present. Where a coverage issue is present, or there is a coverage question requiring a coverage analysis and determination, those matters shall be immediately referred to the **OUSD**. The **OUSD** retains ultimate authority to approve all coverage positions, such as reservation of rights and coverage denials.

2. **Term**.

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: July 1, 2025

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: June 30, 2030

3. **Compensation**.

a. The basis for payment to VENDOR shall be:

(i) Hourly Rate: _____ per hour

(ii) Daily Rate: _____ per day

(iii) Weekly Rate: _____ per week

(iv) Monthly Rate: _____ per month

(v) Per Student Served Rate: _____per student served

(vi) Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): VENDOR will provide the services for an annual Claim administration fee ("Flat Rates") as described in Exhibit B and Allocated Loss Adjustment Expenses ("ALAE")as described in Exhibit E.

b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: $4,500,724 in claim fees (Flat Rate) plus ALAE, Optional Services, and Reimbursable Expenses

13. **Legal Notices**. OUSD

Site/Dept: Legal Department Address: 1011 Union Street, Site 946 City, ST Zip: Oakland, CA 94607 Phone: 510-879-5060

With a copy via email: ousdlegal@ousd.org and jenine.lindsay@ousd.org

VENDOR

TRISTAR Claims Management Services, Inc.; Name/Dept: Thomas J. Veale, President; Address: 100 Oceangate, Suite 840; City, ST Zip: Long Beach, CA 90802; Phone: 562-477-7650; Email: (Tom.Veale@TRISTARgroup.net)

With Copy to the General Counsel for Legal Matters: TRISTAR Insurance Group, Inc.; 100 Oceangate, Suite 840, Long Beach, CA 90802; ATTN: General Counsel (GeneralCounselOffice@TRISTARgroup.net)

17. **Insurance**. OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

☐ *Commercial General Liability Insurance*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is $25,000 or less.

☐ *Workers' Compensation Insurance*. Waiver typically available by OUSD if VENDOR has no employees.

18. **Testing and Screening**. OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

X *Tuberculosis Screening*. Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

X Fingerprinting*/Criminal Background Investigation*. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in- person or virtual).

20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

X Yes, the SERVICES would be able to continue as described herein.

☐ No, the SERVICES would not be able to continue.

☐ Yes, but the SERVICES would be different than described herein, they would be as follows:

Exhibit B General Information; Service Period; Fees; Expenses

*This **Exhibit B** shall be effective July 1, 2025, and it shall: i) apply to all Claims reported and all Information Services provided on or after that date, and ii) remain in effect until the parties agree on new rates.* ***The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Exhibit B. In the event of a conflict between the terms of Exhibit B and paragraphs 1-43 of this agreement, the terms of the agreement shall take precedence.***

B.1 General Information

B.1.1 ***Retention Level(s):*** $500,000; VENDOR will handle all claims that pierce the retention level on behalf of PRISM.

B.1.2 ***Party responsible for Reporting to the Carrier:*** VENDOR

B.1.3 ***Settlement Authority:*** none

B.1.4 ***Reporting Agent(s)***:

B.1.4.1 for MMSEA reporting to CMS: VENDOR collects Customer's information and submits to a third-party reporting/submission agency. VENDOR's responsibility begins once Customer has provided an updated RRE profile report.

B.1.4.2 for MMSEA compliance and other related services: VENDOR's Preferred Provider, unless Customer directs the use of a different vendor.

B.1.5 ***Service Obligation:*** Life of Contract

B.2 Service Period

B.2.1 In consideration of payment by Customer of the fees described in *Section B.3*, VENDOR will provide the Services for the periods set forth below ("Service Period"):

Basic Services. VENDOR will provide Basic Services for each Claim beginning on the date the Claim is reported to VENDOR and ending on the sooner of:

B.2.1.1 the date the Claim is closed;

B.2.1.2 Agreement termination in accordance with *Section 6* of the Agreement; or

B.2.1.3 the nonrenewal or expiration of the Agreement.

Information Services. VENDOR will provide Information Services beginning on the Effective Date and ending on the date VENDOR is no longer obligated to provide Basic Services as set forth above.

B.3 Basic Fees

B.3.1 ***Flat Rates.*** In consideration for the Basic Services, other than Administration Services as hereinafter defined, performed by VENDOR during the Service Period for Claims, VENDOR shall be entitled to, and Customer shall pay VENDOR in accordance with *Section B.7* at the following flat rates per Term as indicated, subject to any increases made in accordance with *Section B.4* ("Flat Rate(s)"):

Claims Administration Service Annual Fee *(claims reported to VENDOR in the period listed)*	Workers' Compensation Annual Fee
July 1, 2025 – June 30, 2026	$834,200
July 1, 2026 – June 30, 2027	$867,568

Claims Administration Service Annual Fee *(claims reported to VENDOR in the period listed)*	Workers' Compensation Annual Fee
July 1, 2027 – June 30, 2028	$902,277
July 1, 2028 – June 30, 2029	$929,745
July 1, 2029 – June 30, 2030	$966,934

B.3.2 ***Fees for optional services requested by Customer.*** In consideration for the services listed in *Exhibit D* as Optional Services (collectively, "Optional Service(s)") rendered during the Service Period only upon the request of Customer and in accordance with this Agreement, Customer agrees to pay VENDOR the listed rates ("Optional Rates") in accordance with *Section B.7*, subject to increases on a periodic basis but not more frequently than every 12 months, for as long as the Optional Services are provided. Customer shall be provided written notice thirty days before an increase.

B.4 Increases

B.4.1 ***Annual Increases.*** As long as the Agreement applies to any Claims being handled by VENDOR and with the prior written notice to the Customer, the Flat Rates (collectively, "Basic Fees") may be increased at any time after June 30, 2030 ("Increase Date") subject to the following:

B.4.1.1 Each such increase shall apply to all Claims reported and all Administration Services and Information Services provided on or after each such Increase Date;

B.4.1.2 There shall only be one (1) increase in each twelve (12) month period beginning on July 1st of each year. Each such increase shall be equal to the greater of:

(i) the annual increase in the US Consumer Price Index - Urban West published by the US Department of Labor ("CPI-U") which shall be determined by comparing the CPI-U for the nearest month preceding the Increase Date that CPI-U is available to the CPI-U for the same month twelve (12) months earlier; or

(ii) Four percent (4%).

B.4.2 ***Post-termination Services.*** For services rendered after the termination of this Agreement,OUSD and Vendor shall mutually agree on a modified fee arrangement prior to the termination of this Agreement. This section shall be consistent with paragraph 3 of this agreement.

B.4.3 ***Increases due to Material Change in business terms.*** In addition to the foregoing, in the event of a material change in the scope of services to be provided by VENDOR, any adjustments to the Basic Fees shall be subject to mutual written agreement between VENDOR and Customer.

B.5 Additional Services Fees

The Basic Fees shall apply to Services, other than Specialty Services (as described in Exhibit D), rendered during the Service Period for Claims. Should VENDOR be engaged by Customer to provide any other service, Customer shall pay VENDOR for such services, in accordance with *Section B.7*, on a Time and Expense basis at VENDOR's then-current hourly rates unless other rates are mutually agreed upon ("Additional Services Fees").

B.6 Expenses

B.6.1 ***Reimbursable Expenses.*** VENDOR shall be reimbursed for those expenses which are incurred by VENDOR in the rendering or performance of services and not incorporated in the Basic Fee

("Reimbursable Expenses"). Reimbursable Expenses include, but are not limited to, any unusual data processing or telecommunications charges, fees, and costs for the storage of physical and electronic Claim Files, hotel, travel, living, and out-of-pocket expenses related to the provision of services pursuant to this Agreement.

B.6.2 ***Taxes.*** Customer shall pay any Gross Receipt, Excise, Sales, or other applicable Tax imposed by governmental entities in those states where levied ("Taxes") unless Customer is exempted by law.

B.7 Payment

B.7.1 Notwithstanding any expiration or sooner termination of this Agreement:

B.7.1.1 the Flat Annual Fee shall be deemed fully earned, due, and nonrefundable as of the Effective Date;

Optional Rates (if Optional Services requested by Customer and provided by VENDOR):

B.7.1.2 the Additional User Rate, OSHA Rate, Data File Rate, and ERGOhealthy Rate shall be deemed fully earned, due and non-refundable as of the date a new user is added or an Optional Service is provided, and each subsequent annual anniversary of the Effective Date; and

B.7.1.3 the SIR Report Rate, the Claim Review Rate, Customized Interface Rate, Loss Control Rate, Ergonomic Assessment Rate, and each shall be deemed fully earned, due, and nonrefundable when it is incurred.

B.7.2 All Fees and Expenses shall be payable by Customer to VENDOR in accordance with Paragraph 4 of the Agreement and invoiced as follows:

B.7.2.1 Flat Annual Fees shall be invoiced in 4 equal installments at the beginning of the quarter that they are due; and

B.7.2.2 Additional Services Fees (if any), Optional Rates (if any), Reimbursable Expenses, and Taxes shall be invoiced by VENDOR at the end of the month in which they are incurred and/or assessed.

B.7.2.3 In the event of a conflict between Section B.7 of Exhibit B and Paragraph 4 of this Agreement, the provisions of Paragraph 4 shall govern.

Exhibit C Access to Data

*The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this **Exhibit C**.*

C.1 Access to Data

Subject to Customer's compliance with the terms and conditions of this Agreement, including its payment of the applicable fees calculated in accordance with *Exhibit B* and for the Term of this Agreement, VENDOR hereby grants to Customer a non-exclusive (except as expressly set forth herein), non-transferable, revocable limited right to access and use the VENDOR System, solely (i) for Customer's own internal business purposes, and (ii) for use by Authorized Users (as defined in *Schedule 1*), and no other users, in support of Customer's internal business purposes, and (iii) for the term of the Agreement.

As described in *Schedule 1* of this *Exhibit C*, VENDOR shall give the Customer online access to VENDOR's claim system and related systems (collectively, "VENDOR System"). The term "systems" as used herein shall include, but shall not be limited to, computer programs, computer equipment, formats, risk data report formats, procedures, documentation and internal reports of VENDOR and its affiliates, but such term shall not include Claims File Information.

Schedule 1
TO EXHIBIT C

The following limitations apply only to the VENDOR System. The limitations do not modify VENDOR's indemnification obligations under Section 24 of this Agreement.

C.2 Subscription

Subject to Customer's compliance with the terms and conditions of this Agreement, VENDOR hereby grants to Customer a non-exclusive (except as expressly set forth herein), non-transferable, revocable limited right to access and use the VENDOR System, solely (i) for Customer's own internal business purposes, and (ii) for use by Authorized Users (as defined below), and no other users, in support of Customer's internal business purposes, (iii) for the term of the Term (as defined below), and (iv) in accordance with this Agreement.

C.3 Restrictions

Customer shall not use, or allow Authorized Users or other persons to use, the VENDOR System in any manner other than as expressly allowed in this Agreement. Customer may not: (a) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the VENDOR System or its structural framework; (b) sublicense, subcontract, translate, license or grant any rights to the VENDOR System (including without limitation allowing any distribution or sublicense of the VENDOR System or other access to the VENDOR System by any person that is not an Authorized User, or processing Data using the VENDOR System on behalf of third parties); (c) use any robot, spider, site search or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the VENDOR System; (d) harvest or collect information about or from other users of the VENDOR System; (e) probe, scan or test the vulnerability of the VENDOR System, or breach the security or authentication measures on the VENDOR System, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the VENDOR System; (f) modify or create derivative works of the VENDOR System; (g) attempt to gain unauthorized access to the VENDOR System or its related systems or networks; (h) use the VENDOR System in whole or in part for any illegal purpose; (i) create internet "links" to the VENDOR System or "frame" or "mirror" any content therein; or (j) facilitate or encourage any violations of these restrictions.

C.4 Account; Account Security

C.4.1 Provider will create an account for Customer's access to the VENDOR System (the "Account"). The Account will be allocated two (2) unique Authorized Users. Customer may increase or decrease the number of users from time to time by emailing Provider.

C.4.2 Each Authorized User will be assigned a password. Each Authorized User shall change the password the first time such Authorized User accesses the VENDOR System. Customer shall ensure the security of its Authorized Users' passwords. If any password is stolen or otherwise compromised, Customer shall immediately change the password and inform VENDOR of the compromise. VENDOR may change the authorization method for access to the VENDOR System from time to time.

C.5 Support Services

VENDOR shall provide assistance to authorized users during normal business hours for Customer in support of Customer's use of the VENDOR System ("Support Services").

C.6 Limited Warranty

VENDOR makes no warranty or representation relating to VENDOR system. The VENDOR system is furnished on an "as is" basis without any warranty whatsoever. VENDOR disclaims and excludes any and all implied warranties of merchantability or fitness for a particular purpose except as otherwise provided in this agreement.

C.7 Proprietary Rights

C.7.1 Customer's rights to the VENDOR System under this Agreement may not be transferred, leased, assigned, or sublicensed except by written consent of VENDOR, which VENDOR may grant or withhold at its discretion.

C.7.2 Customer acknowledges that the VENDOR System contains proprietary and confidential information and materials of VENDOR which are protected as VENDOR trade secrets and as copyrighted works, and which Customer may not copy, modify, or distribute except as authorized by VENDOR and as necessary in the use of VENDOR system and to access VENDOR service under this agreement. Customer agrees not to remove or deface any titles, trademarks, copyright notices, "restricted rights" or other proprietary legends affixed to or incorporated in the VENDOR System.

C.7.3 All systems created or utilized by VENDOR in the performance of activities under this Agreement shall belong to, and shall remain the property of, VENDOR and its affiliates, and Customer shall have no ownership interest therein., **e**xcept when such materials include student or staff personal information, or OUSD confidential or privileged information, in which case ownership and use rights shall be subject to OUSD's policies and applicable law.

Exhibit D Optional Services and Preferred Provider Specialty Services Fees

D.1 Optional Services

Section D.1 *Optional Services fees are effective July 1, 2025, and rates are subject to increases on a periodic basis but not more frequently than every 12 months.*

If a Customer requests any of the Optional Services listed below, the associated fees will be invoiced to the Customer at the time of the request and annually if appropriate.

Optional Services Available upon request of Customer			
Service	**Description**	**Included in the fees in Schedule A**	**OPTIONAL SERVICE Fee**
TRISTAR Connect users * ("Additional User Rate")	Allows a client to add additional users with access to the portal	2 Users	$750 per user per year
Claim Reviews ("Claim Review Rate")	Allows a client to request additional claim review beyond what is included initially in the contract	monthly included	$950 Telephonic $2,500 in-person
OSHA Reports* ("OSHA Rate")	Custom data collecting or reporting beyond the standard information needed for OSHA 300 and 300A logs	None	$5,000 per year
Customized Interface ("Customized Interface Rate")	Build data feed to third-party claims system for Customer program	None	$200 per hr Time/ Expense basis
Data Interface Maintenance* ("Data File Rate")	Maintain monthly data feed to third-party system on behalf of Customer	None	$1,500 per year
Customized Reporting ("Customized Reporting Rate")	If customized programming is needed	None	$200 per hr Time/ Expense basis
Self-Insured Reports ("SIR Report Rate")	Extensive annual reporting to the appropriate state agency overseeing self-insured entities	None	in accordance with VENDOR's rates, which vary by state, then in effect
Loss Control and Safety Services ("Loss Control Rate")	Services determined to appropriate after consultation with Aspen Risk Management	None	$175.20 per Hour
Remote Ergonomic Assessments ("Ergonomic Assessment Rate")	Allows Clients to request assessments for traditional or virtual offices using photos, video, and video conferencing	None	$320 flat fee
ERGOhealthy Resource Center ("ERGOhealthy Rate")	Online ergonomic website with direct access to an Ergonomic Coach	None	$11 per employee per year *(minimum 400 participants)*

* *The Additional User Rate, OSHA Rate, and Data File Rate each shall be pro-rated for each applicable Optional Service added at any time other than as of the Effective Date or a subsequent Increase Date*

D.2 Preferred Provider Specialty Services

Section D.2 *Preferred Provider Specialty Services fees are effective July 1, 2025, and rates are subject to increase with thirty (30) days written notice or upon renewal of the Agreement.*

Fees listed for Preferred Provider Specialty Services are paid as Allocated Loss Adjustment Expenses or, where required by state law, as loss.

VENDOR may charge administrative fees to the providers of then Preferred Provider Specialty Services. The administrative services may include, but not be limited to, overhead costs for the oversight and management of vendors which includes the development and oversight of quality standards,

development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

Preferred Provider Specialty Services	
Service	**Fee**
MANAGED CARE	
Medical Bill Review	
Provider/Ancillary Bill Review	$7.50 per bill
Hospital Bill Review (in and outpatient)	12% of savings capped at $10,000 per bill
Clinical Review and Enhanced Saving	27% of savings capped at $25,000 per bill
Implantable Device Review	30% of savings
PPO/Pharmacy/DME	24% of Savings (all savings are post fee schedule or U&C)
Specialty Bill/Out-of-Network Review	30% of Savings (all savings are post fee schedule or U&C)
e-billing	$2 per bill
Duplicate Bills/Duplicate Line Items/Monthly Savings Reporting	No Charge
Utilization Review	
Pre-clinical review	$30 per pre-clinical review
Pre-Certification (In- or Out-Patient and medications)	$140 flat per pre-certification
Concurrent Review (Review during hospitalization or outpatient treatment, as treatment progresses to ensure duration and type of treatment meet appropriate guidelines)	$125 per hour
Peer Review	
Level 1 (Includes review of medical records and communication of decision in writing to all parties)	$295 flat rate for peer review of episodes of care identified on medical bill review.
Level 2 (Includes review of medical records, discussion with treating physician, and communication of decision in writing to all parties)	$325 flat rate when assigned by a nurse case manager following case manager file review, or receipt of a referral by adjuster for review.
Enhanced Intake and Nurse Triage	
Enhanced Telephonic First Notice (Operator service by medical assistants. Injured employee and/or supervisor calls to report claims, assistance with PPO direction, questions, and referrals. Optional integration with nurse triage services.)	$30 per intake call
Telephonic Nurse Triage (Nurse aids injured worker in self-treatment or sets up an appointment with appropriate provider utilizing medical triage guidelines/follow-up calls)	$128 per intake call (includes wallet cards for all employees)
Nurse Case Management	
Telephonic Case Management ♦ California	$125 per hour or $995 one-time fee per claim
Field Case Management ♦ California	$135 per hour* **plus Mileage at IRS mileage rate*
Field Case Management Tasks	One-time visit to provider $518 plus mileage Two visits to provider $819 plus mileage Medical record retrieval $147 plus mileage Job Analysis $525 plus mileage
Catastrophic Case Management (High level of RN interaction with immediate response to significant injury, e.g., severe head injury, severe burns, gunshot. Available 24/7)	$180 per hour plus mileage

Preferred Provider Specialty Services	
Service	**Fee**
Pharmacy	
Clinician Intervention: Complex Pharmacy Management, Weaning Protocols (Weaning is available when opioids have been prescribed for 60+ days with no evidence that the physician will end the treatment pattern.)	$135 per hour
Physician Intervention: Complex Pharmacy Management. (Utilized in instances of numerous drug interactions of opioids, hypnotics, and anti-depressants, requiring a physician-to-physician review of treatment patterns and weaning options. Follow-up calls made by a pharmacy case manager.)	$149 per hour pharmacist/pharmacist technician intervention **plus** pass-through of actual physician fees
Drug Testing: Full, Quantitative Testing (Candidates may be referred or identified by TMC based on risk factors such as claim age, high medication use, safety risk, injury type, etc.)	$450 per test with report summary
Drug Testing Interpretation and Outreach: Complex Pharmacy Management, Weaning (Pharmacist to review and interpret drug testing results. Findings would be communicated to the examiner and/or provider, where permitted, with the goals of ensuring patient safety and reducing fraud, waste, and abuse.)	$139 per hour
Pharmacist Medication Review: 1 or more medications with full record review and recommendations	$525 flat rate
Other Networks	
California Medical Provider Networks (MPN)	**Standard MPN:** $5 per bill (plus medical bill review fee) **Custom MPN:** Available upon request
Other Services	
Claim Reporting: Fax or Email	$15 per report
Special Investigations	at industry market rates
ISO Reports (Includes OFAC, Child Support Leins, Social Security checks for all claims. Includes EDI (12 months of reports) for WC.)	provided through PRISM at no cost to OUSD
MMSEA Reporting	$12 one-time per claim charge
Subrogation/Recovery/Restitution	No charge if handled by adjuster *(simple or non-litigated)* 15% of all recovery net of expenses *(complex or litigated)*
MSA Cost Projection	at industry market rates
Mileage	IRS allowance rate

Exhibit E Utilization Management Services

*The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this **Exhibit E**.*

E.1 Description

E.1.1 Utilization Management Services is the evaluation of requests for treatment and/or procedures by determining the medical necessity, appropriateness and efficient of the requested services.

E.1.2 Utilization Management Services may include pre-certification and concurrent review which shall be performed in accordance with the regulations of the pertinent state, as well as under the guidelines of VENDOR's written policies and procedures and URAC guidelines. TMC's policies and procedures will meet all state statutes and regulations for workers' compensation. Telephone access, hours of operation, level of reviewers, peer review services, time frames and letters may all be specified by any one or more of the following entities: (i) URAC, or (ii) applicable State Department of Insurance.

E.2 Scope of Services

E.2.1 TMC will perform Utilization Management Services, which may include the following. TMC shall:

E.2.1.1 Provide qualified health professionals that operate and complete utilization reviews during normal business hours;

E.2.1.2 Employ a credentialed staff of health professionals to perform utilization reviews;

E.2.1.3 Perform reviews following the prospective requests for review or after the injury to determine medical necessity. Utilization management that is conducted prior to an injured workers admission is considered pre-certification. Concurrent reviews occur while treatment is being delivered to an injured worker. This review assesses the patient's condition while in the hospital or for outpatient treatment(s) and/or procedures. Concurrent or prospective reviews are conducted within five (5) days from the receipt of the necessary medical information, but in no event more than fourteen (14) days from the treatment recommendations;

E.2.1.4 Perform expedited reviews when a) the injured worker faces an imminent and serious threat to his or her health, including but not limited to the potential loss of life, limb, or other major bodily function, or b) the normal time frame for the decision-making process would be detrimental to the injured worker's life or health or could jeopardize the injured worker's permanent ability to regain maximum function. An expedited review will not exceed seventy-two (72) hours after receipt of the written information reasonably necessary to make a determination;

E.2.1.5 Complete retrospective reviews at the request of VENDOR or Customer. Retrospective reviews must be requested within thirty (30) days from the receipt of all medical information;

E.2.1.6 Provide peer review services through independent IRO's that have achieved URAC accreditation. Any treatment requests that do not meet URAC guidelines cannot be authorized by TMC and must be referred for peer review. The peer reviewer will review the information from the treating physician and may contact the provider directly for

additional information. If the peer reviewer agrees with the treatment plan, a recommendation to certify will be issued and sent to TMC. If the peer reviewer still finds the treatment not within guidelines, a letter to not certify is issued to the appropriate parties; and

E.2.1.7 Offer a process whereby an injured worker or provider on behalf of that injured worker may contest an adverse determination. In order for TMC to respond appropriately to a wide range of appeal situations, TMC will provide the injured worker and provider with the required information in order to complete the appeal process.

Exhibit F Case Management Services

*The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this **Exhibit F**.*

F.1 Description

F.1.1 Case Management Services, which are provided in order to achieve quality healthcare services and contain costs, begin with injured employee identification and referral, examples of which include catastrophic injuries or illnesses, injuries associated with invasive treatment (e.g., Surgery), and individuals at risk for non-compliance with treatment.

F.2 Scope of Services

F.2.1 VENDOR, TMC will perform Case Management Services, which may include the following. TMC shall:

F.2.1.1 Perform a thorough assessment of the injured worker's situation;

F.2.1.2 Develop a case management plan including specific, measurable goals that focus on meeting the injured worker's needs through utilization of appropriate resources;

F.2.1.3 Work with all medical service providers and coordinate activity in order to provide the best response to treatment;

F.2.1.4 Offer treatment recommendations utilizing nationally recognized evidence-based treatment guidelines such as Official Disability Guidelines (ODG), American College of Occupational Environmental Medicine (ACOEM), the Medical Treatment Utilization Schedule (MTUS), or other evidenced-based guidelines to ensure a cost-effective treatment plan is in place;

F.2.1.5 Establish a target date for return to light and/or full duty in coordination with the Customer;

F.2.1.6 Monitor treatment provided to an injured worker to ensure quality and appropriateness; and

F.2.1.7 Close case when goals are met and the injured worker has improved medically.

OUSD Sevice Agreement (05.20.2025)

Final Audit Report 2025-05-20

Created:	2025-05-20
By:	Michelle Selig (michelle.selig@tristargroup.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmpiXnWYW_6j9ALzek3-Ren5FI2VwBh_N

"OUSD Sevice Agreement (05.20.2025)" History

Document created by Michelle Selig (michelle.selig@tristargroup.net)
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Document emailed to tom.veale@tristargroup.net for signature
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Signer tom.veale@tristargroup.net entered name at signing as Thomas J Veale
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Document e-signed by Thomas J Veale (tom.veale@tristargroup.net)
Signature Date: 2025-05-20 - 10:08:16 PM GMT - Time Source: server- IP address: 162.81.108.228

Agreement completed.
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