

REQUEST FOR PROPOSALS (RFP) 5-3964

CLAIMS ADMINISTRATION OF THE SELF-INSURED WORKERS' COMPENSATION PROGRAM



ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282

Key RFP Dates

Issue Date:	May 12, 2025
Pre-Proposal Conference Date:	May 20, 2025
Question Submittal Date:	May 22, 2025
Proposal Submittal Date:	June 10, 2025
Interview Date:	July 2, 2025

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May 12, 2025

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 5-3964: “CLAIMS ADMINISTRATION OF THE SELF-INSURED WORKERS’ COMPENSATION PROGRAM”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide claims administration services for the Authority’s Self-Insured Workers’ Compensation Program. The budget for this project is \$2,800,000 for a five-year term.

Please note that by submitting a Proposal, Offeror certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Proposal. In submitting a Proposal, all Offerors agree to comply with all economic sanctions imposed by the State or U.S. Government.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on June 10, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select “**RFP 5-3964**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 5-3964, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Services	Insurance - Administration
	Insurance - Brokers & Agents
	Insurance - Claims Adjusters
	Insurance - Claims Auditors
	Insurance - Services

A hybrid pre-proposal conference will be held on May 20, 2025, at 2:00 p.m.

For prospective Offerors who wish to join in-person/on-site, the pre-proposal conference will be held at the Authority's Administrative Office:

550 South Main Street, Orange, California, 92868
Conference Room Number 09.

Prospective Offerors who wish to join via teleconference, please join or call-in using the following credentials:

- [Join the meeting now](#)
- OR Call-in Number: +1 916-550-9867
- Conference ID: 994 223 047#

All prospective Offerors are encouraged to attend the pre-proposal conference.

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held both on-site/in-person and via teleconference on May 20, 2025, at 2:00 p.m.

For prospective Offerors who wish to join in-person/on-site, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, 92868, Conference Room Number 09:

Prospective Offerors not attending in-person may join or call-in using the following credentials:

- [Join the meeting now](#)
- OR Call-in Number: +1 916-550-9867
- Conference ID: 994 223 047#

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Luis Martinez, Senior Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5767
Email: lmartinez1@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no offeror, subcontractor, lobbyist or agent hired by the offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any offeror, subcontractor, lobbyist or agent hired by the offeror that engages in such prohibited communications may result in disqualification of the offeror at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and received via e-mail at lmartinez1@octa.net no later than 5:00 p.m., on May 22, 2025.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 5-3964," in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than May 27, 2025. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor’s on-line registration profile:

<u>Category:</u> Professional Services	<u>Commodity:</u> Insurance - Administration Insurance - Brokers & Agents Insurance - Claims Adjusters Insurance - Claims Auditors Insurance - Services
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Inquiries received after 5:00 p.m. on May 22, 2025 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on June 10, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 5-3964**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting that proposal to the Authority;
- 3. Negotiating with the Authority any matter related to this proposal; or
- 4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed total annual fee regardless of volume of claims for claims administration services as specified in the Scope of Work, included in this RFP as Exhibit A. The Agreement will have a five (5)-year term.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California

Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

O. STATEMENT OF ECONOMIC INTERESTS

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The AUTHORITY determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the AUTHORITY's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font and double-spaced. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Luis Martinez, Senior Contract Administrator, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing

capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to function as the Authority's Claims, Medical Review Auditing, Utilization Review and Medical Case Management Administrator for the next five (5) years. Describe experience in working with the various government agencies identified in this RFP.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Offeror shall complete and submit with proposal the Claims Administration Questionnaire included in this RFP as Attachment A to Exhibit A, Scope of Work.
- (5) Describe the Offeror's computer capabilities, identifying the specific reports that can be generated. Provide samples of standard reports that can be generated. Provide sample of standard report package with your proposal.
- (6) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (7) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (8) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the

client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) The claims unit will include:
 - a. One (1) Executive claims staff person
 - b. One (1) Claims Manager
 - c. One (1) Account Manager
 - d. One (1) Claims Supervisor
 1. A minimum of five (5) years California Workers' Compensation claims experience preferably with a public agency and certification as a Self-Insured Administrator by the State of California Department of Industrial Relations Self-Insurance, preferably a public agency.
 2. A minimum of two (2) years of supervisory experience.
 - e. Two (2) Dedicated Claims Examiners
 1. A minimum of four (4) years California Workers' Compensation claims experience preferably with a public agency and certification as a Self-Insured Administrator by the State of California Department of Industrial Relations Self-Insurance, preferably a public agency.
 - f. One (1) Dedicated Claims Assistant

- (4) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the timely transition from the current administrator. Offeror shall provide a thirty (30)-day timetable outlining transition activities (i.e. conversion of data, testing process and procedures, staff training, etc.) that demonstrate Offeror's ability to go-live by November 1, 2025.
- (4) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit G) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit G) or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B) and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed total annual fee regardless of volume of claims for claims administration services as specified in the Scope of Work, included in this RFP as Exhibit A.

Offeror shall submit a cost and price proposal for the following:

- Bundled - Cost and price proposal shall include all of the following:

- Claims Administration
- Medical Bill Auditing
- Utilization Review
- Medical Case Management

- Unbundled - Cost and price proposal shall include the following separate services:

- Claims Administration
- Medical Bill Auditing
- Utilization Review
- Medical Case Management

Offerors shall respond with individual proposals to the bundled and unbundled requirements of this RFP

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal

submittal date, and up to the anticipated Board of Directors selection. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least fifteen (15) calendar days prior to the Board Committee date on August 27, 2025 and sent via e-mail to the Contract Administrator.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one (1) copy of the completed form(s) as part of its proposal.

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm 20%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references. firm's computer capabilities to generate customized reports; completeness of response to "Claims Administration Questionnaire, Attachment A."
- 2. Staffing and Project Organization 25%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 30%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**

Reasonableness of the total price and competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top-ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established July 2, 2025, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the

interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, the evaluation committee will score the proposals to develop a competitive range. Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Finance and Administration Committee the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

CLAIMS ADMINISTRATION OF THE SELF-INSURED WORKERS' COMPENSATION PROGRAM

The Orange County Transportation Authority (OCTA) requires third-party administration for its Self-Insured Workers' Compensation Program. This includes handling claims administration, cost control, compliance with relevant laws, and providing necessary reports and consultation. The services shall align with industry standards and adapt to any statutory or regulatory changes. Additionally, this includes bundled services that integrate claims management, compliance monitoring, and cost-containment strategies to ensure a comprehensive and efficient approach to workers' compensation administration.

- Self-Insured since: 2/1/77
- Excess Carrier: Safety National Casualty Corporation
- Self-Insured Retention: \$750,000
- Number of employees projected for 11/1/2025: 1,349
- Three (3)-year average claims data (FY 2022-2024):
 - New Claims: 159
 - Claims Pending: 262
 - Claims Cost: \$4,753,803
 - Outstanding Reserves: \$8,923,551

1. General Requirements:

- A. The Third-Party Administrator (ADMINISTRATOR) shall manage and resolve Workers' Compensation claims. ADMINISTRATOR shall represent OCTA in all matters related to the investigation, adjustment, processing, supervision and resolution of Workers' Compensation claims against OCTA.
- B. The claims unit shall include:
 - i. One (1) Executive claims staff person
 - ii. One (1) Claims Manager
 - iii. One (1) Account Manager
 - iv. One (1) Claims Supervisor
 1. A minimum of five (5) years California Workers' Compensation claims experience preferably with a public agency and certification as a Self-Insured Administrator by the State of California Department of Industrial Relations Self-Insurance, preferably a public agency.
 2. A minimum of two (2) years of supervisory experience.
 - v. Two (2) Dedicated Claims Examiners
 1. A minimum of four (4) years California Workers' Compensation claims experience preferably with a public agency and certification as a Self-Insured Administrator by the State of California Department of Industrial Relations Self-Insurance, preferably a public agency.
 - vi. One (1) Dedicated Claims Assistant
- C. Maintain a paperless claims environment.
- D. Destroy claim records by shredding or file deletion at no additional cost to OCTA.

- E. ADMINISTRATOR shall, at no additional cost, deliver to OCTA all claims, reports, files, and data backups related to OCTA's self-insured Workers' Compensation program within ten (10) business days following the termination of this Agreement. These materials must be provided in a secure format compatible with ADMINISTRATOR's computer system, along with information regarding the format used.
 - F. Ensure office locations for easy coordination with OCTA staff in Orange County.
 - G. Adhere to the Public Risk Innovation, Solutions, and Management-Excess Insurance Authority (PRISM-EIA) Workers' Compensation Claims Administration Guidelines.
 - H. Ensure compliance with all applicable State of California Department of Industrial Relations laws and regulations.
 - I. Provide secure online access to the claims management system at no additional cost to OCTA.
 - J. Manage data conversion and ensure compatibility with Origami Risk platform.
 - K. Implement internal controls for all phases of claims handling to ensure accurate and timely program information and adhere to service instruction guidelines (see Attachment D).
 - L. Case File Record Retention
 - i. All medical-only case files must be kept for ten (10) years from the date of injury.
 - ii. Indemnity case files without permanent disability payments and no payment activity for five (5) years must also be retained for ten (10) years from the date of injury.
 - iii. Indemnity case files with payment activity within the last five (5) years or those involving permanent disability payments or lifetime medical treatment awards must be retained indefinitely.
 - iv. No claims shall be destroyed without OCTA's approval, and ADMINISTRATOR is responsible for storing all files according to these criteria during the contract term. Currently, there are 10,493 such files. ADMINISTRATOR shall act as the custodian of records and provide copies to OCTA and/or defense counsel upon request at no extra charge. Reopened claims shall be digitized and properly destroyed at no extra charge.
2. Claims Administration:
- A. For each current and new claim, ADMINISTRATOR shall complete the following investigation:
 - i. Contact: Complete three (3)-point contact (employee, representative of OCTA and initial medical provider) must be attempted within one business day of receipt of claim.
 - ii. Investigate claims, determine compensability, and document findings within fourteen (14) calendar days.
 - B. ADMINISTRATOR shall determine compensability of injuries and illnesses in accordance with State of California Department of Industrial Relations workers' compensation laws. Determination of compensability shall be made by evaluating reports submitted by the doctor, the injury reports, investigation reports/videos

(if applicable) and OCTA's input. ADMINISTRATOR must complete letters advising of delay or denial.

- C. All assignments for obtaining written or recorded statements of the injured employee or witnesses must be completed within thirty (30) days of receipt of claim.
- D. All new claims, as well as ongoing active claims at six (6)-month intervals, must be reported to the ISO Claim Search system. ADMINISTRATOR must subscribe to the ISO Claim Search service and provide OCTA with copies of all results. This service shall be performed at no additional cost to OCTA.
- E. Initiate and coordinate investigative efforts including sub-rosa, background checks, medical canvassing, etc. to support workers' compensation claims.
- F. OCTA is committed to promptly recognizing and pursuing recovery from parties responsible for injuring its employees by handling subrogation. However, subrogation will not be initiated by ADMINISTRATOR without specific approval from OCTA.
- G. When appropriate and necessary, ADMINISTRATOR shall meet with the doctors at the medical providers' office to review on-board/facility surveillance in order to assist in the medical recovery process and/or compensability determination.
- H. OCTA may require surveillance as part of the contract on an as-needed basis. Firms utilized shall be agreed upon by OCTA. ADMINISTRATOR shall arrange for independent investigators or experts when, in ADMINISTRATOR's judgment and with the consent of OCTA, such action is deemed necessary to (1) properly process questionable cases; (2) assist in determining the status of disabled employees; (3) prepare litigated cases; or (4) assist in determining fraudulent claims. ADMINISTRATOR shall be expected to obtain specific case authorization from OCTA prior to performing any surveillance.
- I. ADMINISTRATOR shall provide, at no additional cost, all the necessary forms and publications required by law.
- J. ADMINISTRATOR shall review and process all industrial injury cases in accordance with the requirements of the State of California Department of Industrial Relations for reporting and notification.
 - i. In addition, pursuant to Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (MMSEA), ADMINISTRATOR shall fully comply with said reporting requirements at no additional cost to OCTA.
- K. ADMINISTRATOR shall assess eligibility for temporary disability payments and determine the extent of permanent disability using OCTA's wage statements, medical recommendations, rehabilitation efforts, and advisory ratings from the State of California Department of Industrial Relations, ensuring compliance with regulations.
- L. ADMINISTRATOR shall authorize and process payments for temporary and permanent disability compensation, death benefits, medical costs, legal fees, and other related expenses in accordance with state guidelines.
- M. Electronic benefit payments are preferred. If unavailable, ADMINISTRATOR should outline plans to implement them.
- N. ADMINISTRATOR shall coordinate with and assist OCTA's attorneys in the preparation of litigated cases and negotiations for cost effective and expeditious case resolution.

- O. ADMINISTRATOR shall maintain current estimates of the cost of all anticipated benefits on each case and maintain procedures for reviewing and adjusting reserve adequacy no less frequently than every ninety (90) days. Files shall contain documented evidence of a ninety (90)-day review by the Claims Supervisor/Manager.
- P. ADMINISTRATOR shall assist, coordinate, and prepare the submission of potential fraudulent claims to the Department of Insurance or the appropriate District Attorney's Office for prosecution, while also supporting OCTA's attorneys in litigated cases and fraud investigations.
- Q. Perform quarterly claims audits and comply with all legal reporting requirements.
- R. Make timely benefit payments and maintain reserve adequacy.
- S. ADMINISTRATOR shall actively seek refunds for any overpayment of benefits.
- T. ADMINISTRATOR shall reimburse OCTA for any penalties imposed on OCTA resulting from ADMINISTRATOR's failure to properly handle claims or delays in check processing due to insufficient funds in the designated bank account. Such reimbursements shall be made via electronic transfer to the OCTA escrow account no later than thirty (30) days from the date of the event that led to the penalty assessment.
- U. Follow proper case review intervals and maintain thorough documentation.
- V. Ensure timely notification to OCTA's excess carrier for qualifying claims per the carrier's reporting requirements.
- W. Conduct initial investigative activities, at no additional charge to OCTA.
- X. Maintain a quality control system to handle paper and electronic forms efficiently.
- Y. ADMINISTRATOR shall keep OCTA informed of claims developments by way of copying OCTA on significant correspondence such as but not limited to hearing reports, deposition summaries, case evaluations, and settlement documents. Case status updates and completed "Case At-A-Glance" forms (See Attachment B) shall be provided via the quarterly litigated claims reviews and annual non-litigated claims reviews. Text from attorney correspondence is to be pasted into the body of a secure email with an attachment of the digital file.
- Z. ADMINISTRATOR shall provide an updated "Case At-A-Glance" form (See Attachment B) and meet with OCTA to discuss litigated cases on a quarterly basis. ADMINISTRATOR shall schedule defense attorneys to be present to discuss cases that have defense representation.
- AA. ADMINISTRATOR shall exclusively assign adequate staff to operate OCTA's dedicated claims unit.
 - i. Unless agreed in advance by OCTA, in writing, ADMINISTRATOR shall not assign more than 150 open indemnity/litigated cases to any one claims professional(s).
 - ii. No claims are to be assigned or handled by staff of ADMINISTRATOR who is not assigned to the dedicated claims unit unless prior authorization is obtained from OCTA to handle special circumstances.
 - iii. ADMINISTRATOR shall give OCTA a minimum fourteen (14)-day notice of any future change to assigned staff.

- BB. OCTA reserves the right to reasonably direct ADMINISTRATOR to exclude individuals from performing services if, in OCTA's opinion, they lack the specialized training, experience, or competence required for the role. Additionally, OCTA retains the right to meet with ADMINISTRATOR's staff or any proposed candidates before their assignment to OCTA's dedicated claims unit. ADMINISTRATOR shall also give due consideration to OCTA's recommendations for potential candidates to join the dedicated claims team. However, OCTA does not intend to assume the role of hiring authority.
- CC. ADMINISTRATOR shall cooperate, coordinate and report all claims in a timely manner to OCTA's excess carrier in accordance with the applicable excess policy. ADMINISTRATOR shall pay to OCTA the amount of reimbursement lost due to claims not properly reported to excess carrier by ADMINISTRATOR in the amount of reduction in reimbursement by excess carrier.
- DD. ADMINISTRATOR shall submit to OCTA's excess carriers, claims for reimbursement within thirty (30) days of exceeding the Self-Insured Retention (SIR) and every six (6) months or less thereafter, in the form prescribed by the excess carrier with a copy to OCTA.
- EE. ADMINISTRATOR's claims management staff including examiners shall attend all meetings at OCTA including but not limited to OCTA's periodic facility tours, quarterly claims reviews, and quarterly claims team meetings.
- FF. ADMINISTRATOR shall submit a written recommendation for settlement to OCTA's Risk Management personnel when a proposed settlement exceeds ADMINISTRATOR's authority. The Claim Resolution Acknowledgement (CRA) form (See Attachment C), in the format selected by OCTA, shall be utilized for this purpose. The request shall include at least the following:
- i. A brief history of the injury
 - ii. Ratings of all pertinent medical reports
 - iii. Total amounts paid
 - iv. Total reserves
 - v. Proposed settlement
 - vi. ADMINISTRATOR's recommendation
 - vii. The pros and cons of the proposed settlement
 - viii. An estimate of future cost or consequences if OCTA rejects proposed settlement
 - ix. Demand from opposing counsel
- GG. Settlement authorization shall be obtained whenever possible no later than ten (10) days before any Workers' Compensation Appeals Board (WCAB) proceeding.
- HH. ADMINISTRATOR shall attend WCAB and civil court proceedings as required.
3. Medical Control:
- A. ADMINISTRATOR shall develop and recommend, as requested by OCTA, a panel of physicians for the initial treatment of employee injury or illness and recommend a panel of medical specialists for treatment requiring long-term or specialty care.

- B. ADMINISTRATOR shall examine treatment programs for injured or ill employees, including review of all doctors' reports and medical documentation, referring as necessary to a State of California Department of Industrial Relations-approved utilization review management program for required determinations, per established OCTA protocols.
- C. Requests for authorization (RFA's) approved at the adjuster level shall not be charged by ADMINISTRATOR. This policy streamlines the approval process, ensuring efficiency and reducing unnecessary administrative costs.
- D. With the prior consent of OCTA, ADMINISTRATOR shall recommend referral and, submit a claim for nurse case management services for assistance in the medical control of the claim and/or for consultation to an OCTA approved nurse case management company.
- E. With the prior consent of OCTA, ADMINISTRATOR shall recommend referral of a case for defense legal representation when appropriate. ADMINISTRATOR shall obtain from the attorney, a litigation plan of action and estimated budget estimate for the resolution of the case within twenty (20) days from date of referral.
- F. ADMINISTRATOR shall maintain regular communication with treating physicians regarding a medical treatment plan and obtain work statuses to be communicated with Risk Management personnel.
- G. ADMINISTRATOR shall participate in monthly chart review meetings at ADMINISTRATOR's selected industrial medical clinic(s) or agreed upon location to establish treatment plans aiding employees in return to work.
- H. ADMINISTRATOR shall provide guidance in the evaluation of the physical capacity of injured employees and/or their ability to return to work.
- I. ADMINISTRATOR shall work closely and openly with the Transitional Work Program coordinator by providing guidance in the evaluation of the physical capacity of injured employees and their ability to perform assigned transitional work assignments.
- J. ADMINISTRATOR shall determine eligibility for and authorize payment of medical benefits, and arrange and authorize medical examinations to determine the nature and extent of the injured workers' disability.
- K. ADMINISTRATOR shall arrange and advise all interested stakeholders to a claim of all medical-legal appointments, including but not limited to Agreed Medical Evaluator (AME) or Panel Qualified Medical Evaluator (PQME), and communicate those appointments as required by the State of California Department of Industrial Relations.
- L. ADMINISTRATOR shall coordinate the review of appropriate medical billings for compliance by using the DWC Official Medical Fee Schedule (OMFS), and/or submit as necessary for a medical audit to an OCTA approved bill review service.
 - i. In addition, pursuant to Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (MMSEA), ADMINISTRATOR shall fully comply with said bill review reporting requirements at no additional cost to OCTA.
- M. ADMINISTRATOR shall coordinate the review of billings of select ancillary vendors for compliance by using the vendor rate sheet.

- i. In addition, pursuant to Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (MMSEA), ADMINISTRATOR shall fully comply with said bill review reporting requirements at no additional cost to OCTA.
 - N. OCTA has not chosen to implement a Medical Provider Network (MPN). However, at OCTA's discretion, if this decision changes, ADMINISTRATOR shall assist OCTA, if requested, with establishing and implementing an MPN to treat injured workers at no additional cost.
 - O. OCTA has not chosen to implement an Alternate Dispute Resolution (ADR) program. However, at OCTA's discretion, if this decision changes, ADMINISTRATOR shall assist OCTA, if requested, with establishing and implementing an ADR program at no additional cost.
- 4. Consultation:
 - A. ADMINISTRATOR shall be available to meet with OCTA's Bus Base Management and Risk Management personnel for data review meetings on a monthly basis either in person or telephonically.
 - B. ADMINISTRATOR shall be available to meet at OCTA facilities to meet with unrepresented injured employees as needed to assist and discuss any questions or concerns the injured workers may have.
 - C. ADMINISTRATOR shall provide information and guidance on an ongoing basis to injured employees regarding the claims benefits they will receive in accordance with OCTA's policies, State of California Department of Industrial Relations mandate and any additional benefits afforded by OCTA.
 - D. Injured employees' accessibility to a secure online system or application designed for a mobile device is preferred. However, if ADMINISTRATOR does not have such a system, an indication of the company's plan to incorporate one should be included.
 - E. ADMINISTRATOR shall provide information, guidance and assistance as needed to injured employees regarding permanent disability ratings, PQME process, settlement of claims, and resolution of non-legal problems arising out of industrial injury cases.
 - F. ADMINISTRATOR shall work to aid in the rehabilitation, or reassignment of employees with physical or performance limitations arising out of industrial injuries including but not limited to assisting with the Orange County Employers' Retirement System (OCERS) service-connected disability retirement process, and the Fair Employment and Housing Act (FEHA) Interactive Process.
 - G. ADMINISTRATOR shall assist OCTA in providing information pertinent to the OCERS Service-Connected Disability Retirement application process.
 - H. ADMINISTRATOR shall assist in developing or modifying policies and procedures to ensure that the return to work by, or reassignment of, injured employees is consistent with the medical findings or restrictions.
 - I. ADMINISTRATOR shall assist OCTA, as requested, with cost containment and incentive programs, as requested.
 - J. ADMINISTRATOR shall establish and strictly follow procedures to ensure the secure storage, processing, accounting, and issuance of claims checks written on behalf of

OCTA. ADMINISTRATOR shall also provide OCTA with a yearly audit statement compliant with the Statement on Standards for Attestation Engagements No. 16 (SSAE-16).

5. Information Management:

- A. ADMINISTRATOR shall utilize secure electronic systems to provide OCTA's management with continuing information on paid losses, incurred costs, the progress of individual claims and the effectiveness of safety and other cost control programs, in the format requested by OCTA.
- B. ADMINISTRATOR shall submit a comprehensive annual statistical summary survey and, if requested by OCTA, narrative report to serve as the basis for evaluation of OCTA's program and to permit preparation of reports required by the California Department of Industrial Relations. ADMINISTRATOR shall be prepared to provide reports on OCTA's claims and expenditures as requested by OCTA or the California Department of Industrial Relations.
- C. ADMINISTRATOR shall conduct an annual Stewardship meeting to include a discussion of the current summary and recommendations to update and enhance OCTA's workers' compensation program.
- D. ADMINISTRATOR shall report dedicated examiners' caseload performance indicators to OCTA. The indicators will report caseload progress and claims management performance data including but not limited to closing ratios, time of referrals, and adherence to industry claims best practices.
- E. ADMINISTRATOR shall perform a quarterly claims audit to ensure adequate controls are in place to effectively administer claims in a timely and accurate manner.
- F. Upon OCTA's request, ADMINISTRATOR shall provide narrative or analytical reports of major claims within a reasonable period and be available to roundtable such claims.
- G. ADMINISTRATOR shall keep OCTA informed of any changes or proposed amendments to statutes, rules, regulations, or administrative policies related to workers' compensation, as established by the State of California, the Department of Industrial Relations, or other regulatory agencies. ADMINISTRATOR shall ensure full compliance with these changes throughout the duration of the contract at no additional cost to OCTA.
- H. ADMINISTRATOR shall establish and maintain an OCTA escrow account for the purpose of paying out benefits and payments to third parties on behalf of OCTA. ADMINISTRATOR shall establish procedures and complete necessary documentation to facilitate financial transactions at no additional cost.
- I. ADMINISTRATOR shall pay for the printing of any checks. All checks shall be printed in numerical order, locked, and controlled by ADMINISTRATOR's accounting department. All checks must be accounted for, including voids, stop payments, etc.
- J. ADMINISTRATOR shall use a separate check register for OCTA. Daily entries will be made on all checks disbursed on the account. Credits and deposits made on checks, recoveries, and reimbursement requests made from ADMINISTRATOR's office shall be accurately reflected. ADMINISTRATOR shall provide OCTA's Accounting

department, if requested, with one (1) copy of each check register, all voided checks, and other requested documentation.

- K. ADMINISTRATOR shall review periodically all Trustee accounts to determine if initial deposit is adequate for handling the dollar volume for the month so that the holding of checks waiting for a deposit does not occur. In such instances where it is determined that deposit is inadequate, ADMINISTRATOR's accounting office shall submit a report with a recommendation for an increase to the Trustee account based on this review.
- L. ADMINISTRATOR's request for reimbursement of claim payments made shall be submitted to OCTA for reimbursement by the 5th business day of the month for the preceding month's payments.
- M. ADMINISTRATOR shall not send any checks to OCTA. Instead, all insurance reimbursements, subrogation recoveries, refund payments, etc. received shall be deposited directly by ADMINISTRATOR and credited to the escrow account in accordance with the established paperless environment.
- N. As directed by OCTA, ADMINISTRATOR shall coordinate with OCTA's Broker, Internal Auditor, or external consultants to provide information from OCTA's claim records. ADMINISTRATOR shall also attend OCTA Board and committee meetings as required and assist with special projects as needed.
- O. OCTA will provide ADMINISTRATOR with a list of randomly selected checks from the monthly check register for audit purposes. The selected checks/transactions shall be produced along with all supporting documentation to OCTA within thirty (30) business days from the date of request by OCTA.

6. Reporting:

- A. Provide monthly, quarterly, and annual reports as specified by OCTA.
- B. Maintain an escrow account for benefit payments and issue checks in compliance with OCTA's financial procedures.
- C. Facilitate accurate and timely reporting for all claimants meeting mandatory Medicare reporting requirements.
- D. Provide detailed reporting on caseloads, financial metrics, and claims status.
- E. ADMINISTRATOR shall provide the following monthly reports via excel and/or digital format to OCTA by the 5th business day of the following month:
 - i. Listing of checks received (insurance reimbursement, subrogation, and refunds)
 - ii. Litigation receipt log
 - iii. Excess recovery report
 - iv. Biannual (April and October) Transitional Work Program (TWP) update
 - v. Year-over-year payment comparison report by category
 - vi. Comprehensive monthly loss run in an Excel spreadsheet which includes the following information:
 - 1. Management Summaries by work group, locations and for the total program that includes the total paid for each group for the period
 - 2. Alphabetical listing of denied or delayed claims by month

3. Alphabetical listing of represented claims by month
4. Fiscal year summaries by work group and for the total program
5. Number of closed files by work group
6. Number of new files by work group
7. Number of claims assigned to each member of the dedicated unit
8. Settlement award log
9. Penalties log
10. Subrogation log
11. Status (Open, Reopen, or Closed)
12. Date received by ADMINISTRATOR
13. Closed Date (if applicable)
14. Age at time of injury
15. Date of Hire
16. Indemnity Paid
17. Division
18. Job Group
19. Base Location
20. Medical Paid
21. Legal Paid
22. Other Paid
23. Rehab Paid
24. Indemnity Incurred
25. Medical Incurred
26. Rehab Incurred
27. Legal Incurred
28. Other Incurred
29. Indemnity Outstanding Reserve
30. Rehab Outstanding Reserve
31. Medical Outstanding Reserve
32. Legal Outstanding Reserve
33. Other Outstanding Reserve
34. Total Paid
35. Total Incurred
36. Total Recovered
37. Occupation
38. Incident Description
39. Claim Type
40. Claim Status
41. Body Part(s)
42. Legal Representation status
43. Applicant Attorney Info, if applicable
44. Defense Attorney Info, if applicable

- F. Upon request by OCTA, ADMINISTRATOR shall provide secure online access to ADMINISTRATOR's claims management system. ADMINISTRATOR shall provide this access at no additional cost to OCTA.
 - G. Upon request by OCTA, ADMINISTRATOR shall provide secure, electronic reports to facilitate routine data analysis by OCTA at no additional cost. This includes ad hoc reporting as needed by OCTA.
7. Performance Indicators:
- A. Monitor and report caseload performance indicators.
 - B. Provide narrative or analytical reports on major claims as requested by OCTA.
 - C. Submit timely reimbursement requests to OCTA's excess carriers.
 - D. Track and report lost work days and modified duty days for each claim.
8. Subcontractor Management:
- A. ADMINISTRATOR shall oversee and manage all subcontractors essential to business operations, including but not limited to defense attorneys, walk-through services, hearing representation, consultative ratings, investigators, court reporters, subpoena/photocopy services, disability management, interactive consultants, return-to-work consulting, bill review, lien resolution and negotiations, utilization review, medical case management, diagnostic testing, transportation, translation, durable medical equipment, Medicare Set-Asides, structured settlements, pharmacy benefit management, and structured settlement services.
 - B. ADMINISTRATOR shall provide and maintain a panel of subcontractors at negotiated rates and oversee all negotiations, ensuring that subcontractors carry adequate insurance coverage to indemnify both ADMINISTRATOR and OCTA. Additionally, ADMINISTRATOR shall ensure that all negotiated rates align with cost-effectiveness and compliance with OCTA's standards. Prior to engagement, ADMINISTRATOR shall obtain OCTA's consensus on the selection of subcontractors.
9. Additional Services:
- A. Administer comprehensive Bill Review services to ensure that medical payments comply with the Official Medical Fee Schedule (OMFS) rate as mandated by the State of California Department of Industrial Relations.
 - B. Facilitate the Utilization Review process for evaluating medical procedures.
 - C. Implement a comprehensive Quality Assurance program to monitor claims handling and reporting accuracy.
 - D. Manage and report on all litigated claims and settlements.
 - E. Ensure data integrity and compliance through routine audits and reviews.
 - F. Provide Medical Case Management (MCM) services to coordinate treatment and return-to-work efforts.
 - G. Ensure Pharmacy Benefits Management (PBM) services are integrated to optimize medication management and cost savings.
 - H. Completion of "Claims Administration Questionnaire" (see Attachment A).

LIMITATION ON GOVERNMENTAL DECISIONS

Nothing contained in this scope of work permits ADMINISTRATOR's personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit OCTA to any course of action or enter into any contractual agreement on behalf of OCTA. In addition, ADMINISTRATOR's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by OCTA personnel, counsel, and management.

CLAIMS ADMINISTRATION QUESTIONNAIRE

The Offeror is required to complete the questionnaire below and submit the responses as part of their proposal.

1. Company Experience and Clientele

- How many years has your company been administering self-insured Workers' Compensation programs?
- How many employer accounts:
 - Are you currently managing?
 - Have you acquired in the past twelve (12) months?
 - Have you lost in the past twelve (12) months, and for what reasons?
- List the five largest local public entities for which you have administered claims for more than one (1) year, including the year first contracted, references, and contact information.

2. Office Locations and Operational Logistics

- Where will the following be administered for OCTA's account?
 - Claims processing
 - Payment processing (checks/electronic payments)
 - Reporting
- If any services will be provided at additional locations, specify which services and where they will be performed.
- Are any major organizational changes (e.g., office relocation, mergers, or acquisitions) planned within the next twelve (12) months?

3. Implementation and Data Migration

- How much time will you need for setup and transitioning OCTA's account?
- What data transfer specifications do you support for migrating historical claim data from the current TPA?
- What processes do you have in place to ensure a seamless transition with minimal disruption?

4. Technology, AI, and Data Security

- Describe the computer operating system and claims management software your company uses.
- Does your system track and analyze reserve changes?
- How does your company leverage artificial intelligence (AI) or machine learning to improve claims processing, fraud detection, and cost containment?
- What cybersecurity measures do you have in place to protect OCTA's claims data?
- Describe your company's disaster recovery and business continuity plan for claims processing operations.
- What data backup system do you use to ensure information security and integrity?

5. Service Differentiation and Value-Added Benefits

- What distinguishes your claims administration services from your competitors?
- Describe any additional services your company offers that may be valuable to OCTA.
- Do you provide customized reporting and analytics? If so, what insights can your system generate?
- How do you ensure compliance with changing California Workers' Compensation regulations?

6. Staffing and Expertise

- What are your hiring standards for claims examiners?
- How many claims examiners and claim assistants do you anticipate assigning to OCTA's account?
- In the past twelve (12) months, how many claims examiners have been:
 - Hired?
 - Terminated?
- What is your turnover rate for claims examiners in Southern California and Orange County?
- Describe the training provided to claims examiners regarding recent regulatory changes and case law.

7. Claims Handling and Payment Processing

- How do you assess eligibility for temporary and permanent disability benefits?
- Do you offer electronic benefit payments, and if not, what is your timeline for implementing them?
- How does your company determine and process permanent disability and death benefits?
- What procedures do you have in place for benefit payments, medical costs, legal fees, and other related expenses?

8. Subcontracting and Partnerships

- Do you subcontract or have in-house staff for the following services?
 - Utilization Review
 - Case Management
 - Medical Bill Auditing
- If subcontracting, which companies do you partner with, and how do you ensure service quality?

9. Fraud Prevention and Litigation Support

- How does your company detect and prevent workers' compensation fraud?
- Describe your experience and process in assisting with fraud investigations and submitting claims to the Department of Insurance or District Attorney's Office for prosecution.
- How do you support OCTA's attorneys in litigated claims?

10. Customer Support and Accessibility

- What resources are available for OCTA employees to inquire about claims?
- What are your customer service hours?
- Can you extend service hours beyond 8:00 a.m. – 5:00 p.m.? If so, to what hours?

11. Pricing and Cost Savings

- How does your pricing structure compare to industry standards, and what cost-saving strategies do you implement?

Case At-A-Glance

Date:	
Client Representative	
Adjuster	
Date of Last Report	

Claimant:		Claim Number:	
Employer:		Date of Loss:	
Division:		Date of Hire:	
Location:		Occupation:	
Defense Attorney:		Age/DOB:	
Applicant's Attorney:		Jurisdiction:	
WCAB Venue		Retention Level:	
Employment Status:		Excess:	

Reserves	Total Incurred	Total Paid	Outstanding
TD:			
PD:			
VRMA:			
VR Evaluation:			
VR Training:			
Life Pension:			
Death:			
Medical:			
ALAE:			
ULAE:			
Total:			

Description of Injury:

Medical:

Rehabilitation:

Collateral Issues, if any:

Subrogation:

Investigation:

Apportionment:

Legal:

Penalty Exposure:

Indemnity:

Claim Strategy:

Prepared by:		Office:		Date:	
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CLAIM RESOLUTION ACKNOWLEDGEMENT

Employee:		Employer:	
Current Age:		Claim #:	
Occupation:		DOI:	
DOH:		Litigated/DA:	
Employment Status:		WCAB#:	

RESERVES

	Paid	Reserve Balance Outstanding	Total Incurred
Medical			
Indemnity			
Sal. Cont Excess			
PD Indemnity			
Rehab			
Legal Expense			
Other Expense			
Totals:			

OCCURRENCE (brief description of injury):

SETTLEMENT RATIONALE:

BASIS FOR SETTLEMENT:

Estimated cost of continued discovery:

SETTLEMENT RECOMMENDATION:

Submitted by:

Supervisor:

Date:

Date:

Client Acknowledgement: _____

Date: _____

Client Acknowledgement: _____ Date: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

Account/Client:	Orange County Transportation Authority	Client #:	91 & 126
Effective Date:	11/01/2010	Check one:	Self-Insured
Expiration Date:	10/31/2020		
FEIN Number:	23-7119049	OSIP #:	7821
Jurisdictions Covered:	California	Coverage Type:	WC
Coverage Dates:	All	Deductible:	n/a

CONTACTS

Name & Title	Company/Address	Phone	Fax	Mobile	Email
Client Contacts					
Greg Bych Risk Manager	550 S. Main St, Orange, CA 92863	(714) 560-5817			GBych@octa.net
Edwin Byrne Claims Manager	550 S. Main St, Orange, CA 92863	(714) 560-5840			ebyrne@octa.net
Liyo Yamamoto Macia (A-H)	550 S. Main St, Orange, CA 92863	(714) 560-5806			lmancia@octa.net
Regina Corson (I-V)	550 S. Main St, Orange, CA 92863	(714) 560-5937			rcorson@octa.net
Yamille Welch (W-Z) Work Comp Program Specialist	550 S. Main St, Orange, CA 92863	(714) 560-5575			ywelch@octa.net
Intercare Claims Team					
Maggie Jaltorossian, VP, Workers' Compensation	P.O. Box 211012 Eagan, MN 55121	(818) 459-8213	(916) 781-5732	(626) 660-8467	mjaltorossian@intercareins.com
Aimee Dorodyan Claims Manager	P.O. Box 211012 Eagan, MN 55121	(818) 454-0943		(818) 459-8303	adorodyan@intercareins.com
Stephanie Ayers, Claims Supervisor	P.O. Box 211012 Eagan, MN 55121	(714) 480-4431	(714) 795-6484		sayers@intercareins.com
Philomenae Martin Claims Adjuster (A-H)	P.O. Box 211012 Eagan, MN 55121	(714) 480-7172	(714) 795-6848		pmartin@intercareins.com
Carol Sim Claims Adjuster (I-Z)	P.O. Box 211012 Eagan, MN 55121	(714) 480-7174	(714) 795-6848		csim@intercareins.com
Mary Astacio Claims Assistant	P.O. Box 211012 Eagan, MN 55121	(714) 480-7173			mastacio@intercareins.com
InterMed Team					
Kerenza Alvarez VP, Managed Care	P.O. Box 21947 Eagan, MN 55121	916-780-3626			JMiller@IntermedCCS.com
Christina Dellosa MC Manager	P.O. Box 21947 Eagan, MN 55121	818-459-8277			CDellosa@IntermedCCS.com
Nancy Burns BR Manager	P.O. Box 21947 Eagan, MN 55121	916-780-9704			NBurns@IntermedCCS.com
Intercare Client Services Team					
Danielle Buri VP, Client & Admin Svcs	P.O. Box 1140 Rocklin, CA 95677-9998	(916) 677-2555	(916) 781-5669	(916) 205-9215	dburi@intercareins.com
Janein Minassian Account Manager	P.O. Box 1140 Rocklin, CA 95677-9998	(818) 451-3436	(818) 451-3436	(818) 482-1977	jminassian@intercareins.com
Intercare Help Desk		(916) 677-4357			helpdesk@intercareins.com

STAFFING AND CASELOAD CALCULATIONS PER CONTRACT

- **Contracted Claims Staff:**
 - Supervisor: [Designated](#)
 - Adjuster: **2 Dedicated**
 - Assistant: **1 Dedicated**
 - **Contracted Caseload Assignments:**
 - [No more than 150 open indemnity/litigated claims per adjuster](#)
 - **Blended caseload calculation:**
 - Intercare standard: each MO and FM claim counts as 1.6 to 1 IND claim
-
- **Assigned Staff Requirements:**
 - Certified by State of CA to administer Self-Insured Claims
 - Minimum four (4) years experience administering claims for a self-insured agency, preferably a public agency.
 - If a change in assigned staff is required, OCTA requires a minimum of 14 days' notice prior to the change.
 - OCTA will participate in staff selection.
 - No claims are to be assigned or handled by staff who are not assigned to the dedicated claims unit unless prior authorization is obtained from OCTA to handle special circumstances.

CLAIM REPORTING (First Report of Injury) – Check Client Preference

Reporting Method:

- Web www.intercareins.com
- Email: NewClaims@intercareins.com
- EFax: [\(916\) 781-5700](tel:9167815700)

State Notification:

Intercare submits FROI to State Agency

COMPENSABILITY

I. DENIALS:

Notify [Yami Welch](#) before denying claim

Notify client via phone or email.

II. DELAYS:

Notify [Yami Welch](#) before delaying claim

FINANCIAL

- **Bank Account:** Intercare Hosted Account
- **Claim Payments/Cash Call:**
 - Notify [Yami Welch](#) (Before payment issued) of any payment exceeding **\$10,000** via email.
- **Wages Statements:**
 - Obtain wage statements/verification from [Yami Welch](#) via email.
- **Allocated Expenses:**
 - The following shall be paid as allocated loss expense except where specifically precluded by State Regulations:
 - Medical Cost Containment Services, including:
 - Utilization Review
 - Bill Review
 - Case management
 - Medical-Legal examinations, including transportation
 - Investigation
 - Interpreter costs
 - Attorneys' fees and disbursements
 - Court Reporter Services and Transcripts
 - Printing Costs related to Trials & Appeals
 - Trial and Hearing Attendance Fees
 - Credit Bureau Reports
 - Photographs
 - Photocopy Services
 - Witness fees, Testimony, opinions, appraisals, reports surveys & Professionals and Experts

INVESTIGATION

• **Indexing/ISO**

- ISO Reporting Code: Use IHI ISO Reporting Code.
- Index fee included in claim fee
- Index on claim types: [all indemnity claims \(or when MO is converted to IND\)](#)
- Frequency: At setup and at Six month intervals per the Contract

• **Initial Contact:**

Use IHI Best Practices: 3-4 point contact [within 1 business day from assignment to adjuster](#).

Additional instructions:

1. Attempt voice contact with injured worker [2 times](#).
2. On all indemnity claims, if a voice contact with the injured employee cannot be completed within [5 days](#) send injured worker a contact letter
3. Follow up with injured worker by phone by [next diary or payment date](#).
4. Document all attempts in File Notes

When contacting the employer for the initial contact, go through Yami or OCTA (based on alpha split) first and then the actual supervisor that the Injured Worker reported to.

• **Investigation:**

Statements:

- All assignments for obtaining written or recorded statements of the injured employee or witnesses must be completed within thirty (30) days of receipt of claim.

AOE/COE Investigation:

- Agreement needed from client prior to referral
- Document need for outside investigation

Activity Check and/or Surveillance:

- Agreement needed from client prior to referral
- Authority should be requested when surveillance may assist in
 - Properly assessing questionable cases,
 - Assist in determining the status of disabled employees,
 - Prepare litigated cases, or
 - Assist in determining fraudulent cases

- Document need for outside investigation

• **Subrogation:**

- Review all claims for the possibility of a third party liability for the following cases:
- All automobile accidents (includes rear end collisions, accidents involving lane changes, intersection accidents, etc.)

- All claims where the adjuster becomes aware that a third party claim is being pursued Including: all files subpoenaed, files where a CIB indicates that a third party claim is being pursued, or where the attorney representing an employee indicates that he is pursuing a third party claim.
- All claims resulting from alleged mechanical defects
- All slip & fall claims off insured or client premises
- All claims resulting from assaults
- All claims involving injury from machinery
Mariam Osborne <MOsborne@Intercareins.com>
- Contact client and secure agreement before pursuing further investigation using the services of an outside investigator.
- Request client agreement to pursue

If Subrogation remains and we have been unable to seek recovery, discuss with Yami as OCTA may handle the subrogation portion in-house.

Effective 1/1/22

Adjuster to follow up with Yami on subrogation status and recoveries. **Once copies of Subrogation recovery checks are obtained from OCTA, adjuster should work with Intercare accounting to track recoveries in ivos.**

SPECIAL INVESTIGATION UNIT (SIU)

- **SIU:** Service Provider Selected: [Intercare SIU](#) **SIU Protocols:** Use Intercare SIU Protocols
 - If a referral for Surveillance is requested, the adjuster must make referral directly to Allied Universal, **and ALSO** submit a referral to Bill Warner (Intercare SIU) on the CaseTrak system so that he may track for SIU purposes.

LITIGATION

- **Litigation Management:**
 - Adjuster to handle litigation activity until the [adjuster feels that defense attorney is needed](#).
Adjuster shall obtain from the assigned attorney a litigation plan of action and estimated budget for the resolution of the case [within 20 days from date of referral](#).
- **Approval**
 - Request agreement from [Yami Welch](#) before assigning to defense counsel.
 - Use Client Panel (Please see attached Vendor List)
- **Communicating Status with OCTA:** Adjuster shall keep OCTA informed of claim developments by copying OCTA on significant correspondence, including but not limited to: Hearing reports, deposition summaries, case evaluations and settlement documents. "Case At-A-Glance" forms shall be provided via the quarterly litigated claim reviews and annual non-litigated claim reviews. *This form has been loaded into Correspondence as the "Custom Status Report" in the OCTA Master Group.*

Text from Attorney correspondence is to be pasted into the body of a secure email with an attachment of the digital file.

- **WCAB and Civil Court:** Intercare shall attend WCAB and civil court proceedings whenever as required.

MANAGED CARE

Bill Review:

- **Service Provider Selected:** [InterMed](#)
- **Approval of Bills:** Adjuster signature required to review bills from vendors with negotiated rates, and mark the bill as approved for payment. These vendors include:
 - **Non Medical:**
 - Defense Counsel
 - Imber Court Reporters
 - Macro Pro
 - Optum
 - **Medical:**
 - SMS
 - Intermed (UR/CM)

MPN (Medical Provider Network): [No MPN in place at this time.](#)

There is preferred Provider List for clinics and specialists. Please see attached Vendor List.

Utilization Review

- **Service Provider:** [InterMed](#)

Utilization Review

- **Service Provider:** [InterMed](#)

- **Referral Criteria:** [Use Attached Client Preferred UR Referral Criteria](#)
- **Process:** Follow internal processes to complete adjuster level approvals, and make referrals to InterMed for Utilization Review. A UR Nurse will evaluate the RFA and supporting documentation to determine if they can approve at their level or if referral to a Peer Review physician is appropriate for further evaluation or to modify or deny a request.

Case Management

- **Service Provider for all Case Management:** [InterMed](#)
- **Referral Criteria:** [Case-by-case basis with agreement from The Workers' Compensation Program Specialist.](#)
- **Duration of assignment:** [Task Based assignments as needed with prior agreement from The Workers' Compensation Program Specialist.](#)
- **Field Case Management Preferred Vendor:** [Rehab West \(via the InterMed panel\)](#)
 - *****All referrals must be made through InterMed**, and will then be assigned to the Rehab West nurse.

RESERVES

- Notify [Yami Welch](#) of reserve changes in excess of: **\$25,000**
- If initial reserve over \$25k and/or once total incurred on file reaches 25k, all reserve changes must be sent to Yami as a notice.
- Per Contract, reserves must be reviewed for adequacy no less than every 90 days.

SETTLEMENTS

- **Adjuster has settlement authority for claims with “zero stipulation with future medical care”** and no Claim Resolution Acknowledgement form is required. Adjuster must submit a copy of the approved “zero stipulation with Future Medical Care” form to OCTA for record keeping.
- **All other settlement agreement** shall be secured from [The Workers’ Compensation Program Specialist](#) via phone, followed by a confirming email.
 - Each settlement request shall include a fully completed OCTA “[Claim Resolution Acknowledgement](#)” Form. The template for this form is located in ivos correspondence, under OCTA Master Group.
 - The OCTA “Claim Resolution Acknowledgement” form shall include at least the following:
 - a brief history of the injury,
 - ratings of all pertinent medical reports,
 - Financial amounts: total paid, total reserves, & proposed settlement amount,
 - Intercare’s recommendation
 - Pros and cons of the proposed settlement
 - Estimate of future cost or consequences if OCTA rejects proposed settlement
 - Demand from opposing counsel.
 - Settlement agreement shall be obtained whenever possible no later than 10 days before any WCAB proceeding.
 - **When settlements are \$100,000 or greater, the adjuster/supervisor will contact Intercare Accounting in advance of issuing the payment to confirm account levels, and if a prefund request is necessary.**
- **If Claim Exceeds SIR:** Request authority from excess carrier on any settlement that may exceed the SIR.

LIEN SETTLEMENT

- **Liens listed in EAMS:** Complete the OCTA “Lien Resolution Acknowledgement Form” identifying the liens listed on EAMS, and submit to OCTA for acknowledgement.
- **Liens not listed in EAMS:** non-filed liens that do not appear on EAMS should be handled and resolved by Intercare and do not require OCTA acknowledgement.

CARRIER/EXCESS REPORTING

Coverage Information:

<u>Policy Effective</u>	<u>Policy Expiration</u>	<u>Policy Number</u>	<u>Carrier Name</u>	<u>SIR</u>	<u>REPORTING THRESHOLD</u>
10/1/88	9/30/91	Varies by PY	Fireman’s Fund	\$300,000	\$150,000
10/1/91	9/30/95	C35370	Swiss Re/Employers Reinsurance	\$300,000	\$150,000
10/1/95	9/30/96	4156776	National Union Fire	\$300,000	\$150,000
10/1/96	9/30/98	1028580419	Continental Casualty	\$300,000	\$150,000
10/1/98	9/30/01	RSU0401420	Republic Western Ins.	\$300,000	\$150,000
10/1/01	9/30/02	H35-0401774	Enstar (formally Midland Companies)	\$300,000	\$150,000
10/1/02	9/30/03	H35-0402110	Enstar (formally Midland Companies)	\$500,000	\$250,000
10/1/03	9/30/04	WCU014456	CHUBB (ACE American Insurance Co)	\$1,000,000	\$500,000
10/1/04	9/30/05	WCU C42618342	CHUBB (ACE American Insurance Co)	\$1,000,000	\$500,000
10/1/05	9/30/06	WCU C44006662	CHUBB (Ace American Insurance Co)	\$1,000,000	\$500,000
10/1/06	9/30/07	WCU C44637844	CHUBB (Ace American Insurance Co)	\$500,000	\$250,000
10/1/07	9/30/10	WCU C45591839	CHUBB (Ace American Insurance Co)	\$500,000	\$250,000
10/1/10	9/30/13	SP 4042783	Safety National	\$500,000	\$250,000

ORANGE COUNTY TRANSPORTATION AUTHORITY
SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

10/1/13	9/30/14	SP 4049600	Safety National	\$750,000	\$375,000
10/1/14	9/30/15	SP 4051861	Safety National	\$750,000	\$375,000
10/1/15	9/30/23	WCX 0059128	Arch Insurance	\$750,000	\$375,000
10/1/23	6/30/24	WCX 0059128 07	Arch Insurance	\$750,000	\$375,000
7/1/24	6/30/25	SP 4068885	Safety National	\$750,000	\$375,000

For full list of policies and carrier contacts, see imbedded document →



OCTA Excess Policy
List 7-10-24.xlsx

				Delivery Method
Carrier Name:	Safety National	Telephone:	(213) 261-3519	<input checked="" type="checkbox"/> Secure Email
Contact Name:	Tammy Danielles	Email:	tammy.daniels@safetynational.com	<input type="checkbox"/> ShareFile
Address:	1832 Schuetz Road, St. Louis, MO 63146			
Reporting Instructions:	<p>Safety National Reporting forms found in ivos correspondence</p> <ul style="list-style-type: none"> ○ Master Group: Carrier Reports ○ Master: SN – First Report, SN – Supplemental, and SN-Req for Reimbursement <p>Initial Notices should be emailed to First.report@safetynational.com, with a cc to Brad Goodman.</p> <p>All subsequent notices, reports or claims should be submitted to tammy.daniels@safetynational.com via secure email.</p> <p><i>To constitute prompt, sufficient notice, the adjuster must provide complete information as to the details of the injury, disease or death.</i></p>			

Carrier Name:	Arch Insurance	Telephone:	(415) 490-1858	<input checked="" type="checkbox"/> Secure Email
Contact Name:	Makena Jones	Email:	MaJones@archinsurance.com	<input type="checkbox"/> ShareFile
Address:	Arch Insurance Group, PO Box 542033, Omaha, NE 68154			
Reporting Instructions:	<p>ARCH Reporting forms found in ivos correspondence</p> <ul style="list-style-type: none"> ○ Master Group: Carrier Reports ○ Master: Arch – WC Loss Report <p>All notices, reports or claims should be submitted to: claims@archinsurance.com via secure email.</p>			

Reporting Frequency for all policies, unless otherwise instructed:

- Initial reports due within 30 days of knowledge that reporting criteria has been met.
- Subsequent reports due within due within 90 days of last submitted report.
- **Per Contract:** Adjuster must copy OCTA ([Yami Welch](#)) on all excess report submissions.

Safety National Reporting Criteria:

- **Provide Prompt notice to SN of any claim that exceeds or is likely to exceed 50% of the SIR per occurrence.**
- **The following categories of claims shall be reported immediately, regardless of accept/deny status:**
 - Fatalities
 - Paraplegics and quadriplegics
 - Serious burns, defined as 2nd or 3rd degree burns involving 25% or more of the body
 - Brain injury
 - Spinal cord injury
 - Amputation of a major extremities and
 - Any occurrence which results in a serious injury to two or more employees.

ARCH Reporting Criteria:

- **Provide written notices asap if an injury involves the following:**
 - Quadriplegia;
 - Paraplegia;
 - A fatality;
 - A major extremity or multiple minor extremity amputation;
 - Partial or total blindness;
 - Any serious head injury including but not limited to brain or brain stem injury, or unconsciousness exceeding 24 hours;
 - Asbestosis, mesothelioma, silicosis or any other such disease or condition.
 - Second or third degree burns over 25 % or more of the body;
 - Any disability where it appears reasonably likely that there will be a disability greater than one year.
 - Any accident which causes serious injury to two or more employees.

- **Provide prompt written notice if any of the following occurs:**
 - Any claim or action is commenced against you which exceeds or is likely to exceed 50% of Your Retained Limit shown on the Declarations Page.
 - Any disability claims whether or not contested by you where it appears reasonably likely that such disability will exceed one year in duration or where such disability actually exceeds one year in duration; or
 - A claim is re-opened in which further award might involve Our Limit of Liability.

- **Notice should include:**
 - All notices of injury you receive, as well as the demand and legal papers related to the injury, claim proceeding or suit.

Reporting Criteria for older Carrier/Policy Years:

- 50% of Retention Level and/or
- Upon notice of a “serious” loss

PROGRAM MANAGEMENT

- **Action Plans (POA’s) and Diary:**
Follow IIS Best Practice Standard
 - Lost Time Claims: Every [90 days](#)
 - Future Medical Claims: Every [180 days](#)

- **Supervisor** must document review of claim file at least every [90 days](#).

- **Return to Work Program:**
OCTA’s Transitional Work Program (TWP) is currently available for employees.

- **MO to IND Claim Conversion:**
Convert MO’s to Indemnity when one of the following occurs:
 - Total payments reach [\\$3,000](#).
 - When there is exposure to temporary, permanent or vocational disability.
 - When a claim is Delayed or Denied

- When a claim becomes litigated

Medical Only claims shall be reviewed for closure in [120 days](#).

Thereafter, if the claim cannot be closed due to continuing medical, convert claim to an Indemnity for further handling with appropriate reserves.

- **Monthly Data Review:**

- Monthly data review with the OCTA bases will be conducted telephonically.
- In person meetings will be coordinated as necessary.

- **Claim Reviews:**

- Legal Claim Reviews with OCTA & Defense Attorneys
 - Frequency: [Quarterly](#)
 - Selection Criteria: All claims that have a defense attorney assigned.
- Non-Litigated Claim Review
 - Frequency: [Annual](#)
 - Selection Criteria: Non-Litigated claims over \$50,000 Total Incurred.
- Location of Reviews: [Intercare Orange Office](#)

- **Program Changes:**

- Staffing Changes – IHI shall notify Client of any changes in staff assigned to the program within 5 days of knowledge that a change might be taking place due to a termination or at least 2 weeks before the effective date of the change if reason is other than a termination.
- If possible, no staffing changes shall take place without prior communication with the client.

- **Mailing and Deposit Procedures for OCTA CAP Checks:**

Once a refund check has been applied to the claim file, or a refund/recovery check has been uploaded to Document Image, the CAP Check follows the Mailing and Deposit Procedures:

1. Accounting Clerk 9CAP) follows the below Client Profile Information

General Info

Client's Full Name:	Orange County Transportation Authority
Acronym or Nickname:	OCTA
Intercare or Client Managed Bank Account?	Intercare
Bank Name:	Cadence
Bank Account:	xx8588
Claim System	Claims Enterprise WC

Claims Accounting

Do we deposit Refunds?	Yes
Do we deposit Recoveries?	No
Client Contact if checks forwarded?	

Can we see if check cleared?	Yes
Can we stop?	Yes
Can we void?	Yes

Funding

Accounting Reports	Invoice, Check Register, & Bank Reconciliation
Frequency	Monthly & Weekly Register
How typically funded?	ACH

Payment Processing

Do we issue checks?	Yes
In-House, Change Healthcare, or VPAY?	VPAY

Other Info

When mailing a Recovery Checks to OCTA, please email Yamille Welch ywelch@octa.net and CC Edwin Byrne ebyrne@octa.net

2. Place Refund Check in CAP Deposits folder
3. Place Recovery Check in OCTA folder for mailing to Yamille Welch
4. Accounting Clerk (9CAP) mails out weekly the checks in the Client's folder
5. The Accounting Clerk (CAP) also completed the cover page for each client mailing
6. Accounting Clerk (CAP) updates the CAP Log column labeled Date Deposit/Forward with the date of deposit or date checks were mailed to client contact.

• **Monthly Funding Invoice:**

When Accounting sends the "Monthly Funding Invoice" please indicate in the body of the email if there were any refund or recovery checks received or not for that month **"there were no refund or recovery checks received for the month of"**

• **OCTA Check Procedure**

1. Checks payable to a claim received by Intercare on behalf of OCTA are scanned into Intercare's accounting system, researched, and uploaded to the claim file.
2. The Adjuster completes a Check Recovery Form, triggering an email request to Intercare's accounting department.

3. The payment is applied to the claim file.
4. Deposits are made weekly and checks payable to a claim received by Intercare on behalf of OCTA are deposited directly into OCTA'S Escrow Account. Claims related paper checks are no longer mailed to OCTA.
5. Records are reflected in the monthly check register and bank reconciliation statement once the claim transactions are processed. These records are audited and reconciled by OCTA monthly.
6. In addition, the monthly check register email to OCTA will report any checks that were received/deposited by Intercare on OCTA's behalf. A corresponding acknowledgement of no checks will be reported in the email if applicable.

OCTA - Preferred Vendor List

Industrial Clinic: Akeso

- Main # (949) 752-1111
Van Duong
Director of Operations
O 949-867-4111 ext. 106
M - 951-552-3121
Van.duong@akesomedical.com

- Dr. Nathan Nellessen
Medical Director (interim)
nathan.nellessen@akesomedical.com

Utilization Review: InterMed

- Christina Dellosa, MC Manager
Office: (818) 459-6059
Cell: (626) 318-9222
cdellosa@intermedccs.com

Case Management/Telephonic: InterMed

- Kerenza Alvarez, VP, Managed Care
Direct/Fax: (714) 730-9263
Cell: (818) 254-6906
kalvarez@intermedccs.com

Case Management/Field Case Management: Rehab West

- Sue Renberg, Director of Case Management
Office: (714) 523-8897
Fax: (760) 796-7892
srenberg@rehabwest.com

Diagnostics: SMS/InterMed Ancillary

- Kerenza Alvarez, VP, Managed Care
Direct/Fax: (714) 730-9263
Cell: (818) 254-6906
kalvarez@intermedccs.com

Transportation: InterMed Ancillary

- Kerenza Alvarez, VP, Managed Care
Direct/Fax: (714) 730-9263
Cell: (818) 254-6906
kalvarez@intermedccs.com

DME/Interpreters: InterMed Ancillary

- Kerenza Alvarez, VP, Managed Care
Direct/Fax: (714) 730-9263
Cell: (818) 254-6906
kalvarez@intermedccs.com

Pharmacy Benefit Management: Optum

- Jill Bisaccia, Director, Account Management
Direct: (714) 393-0097
jill.bisaccia@optum.com

MSA / Structured Settlement Vendor: Optum

- Jill Bisaccia, Director, Account Management
Direct: (714) 393-0097
jill.bisaccia@optum.com

Copy Service: Macro Pro

- Contact: Kevin Fuller
Office: (562) 595-0900 ext. 217
Fax: (562) 595-8937
kfuller@macropro.com
www.macropro.com

Investigation Firms: Allied Universal

- Contact: Bill Warner
Office (916) 677-5210
BWarner@intercareins.com
- Allied Universal
Justin Brunette, AVP
Office: (657) 554-8810
Justin.brunette@aus.com

Andrew Barber, Account Manager
Office: (559) 479-6166
Andrew.barber@aus.com

Defense Attorneys

- Firm: WS Law, APC
Attorney: Danielle Wank
Office: (800) 865-5116
Cell: (323) 707-0467
danielle@wscomplaw.com
- Firm: Law Offices of Jodie Filkins
Attorney: Jodie Filkins
Office: (714) 748-4404
Fax: (714) 748-4532
Cell: (714) 305-6168
jfilkins@filkinslaw.com

Lien Vendor: InterMed Ancillary

- Kerenza Alvarez, VP, Managed Care
Direct/Fax: (714) 730-9263
Cell: (818) 254-6906
kalvarez@intermedccs.com

Court Reporters: Imber Court Reporters

- Contact: Heather Imber
Office (323) 337-9031
Cell (310) 351-1152

Interactive Process: Dickerson Disability Consulting Services, Inc.

- Contact: Dwight Dickerson
Office: (310) 516-7420
Cell: (310) 463-2180
Fax:(310) 516-1659
dwight@dickersondisability.com



ORANGE COUNTY TRANSPORTATION AUTHORITY

SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

OCTA - Preferred Utilization Review Referral Criteria

<u>CLAIMS EXAMINER</u>	<u>RECOMMEND UR REFERRAL</u>
DIAGNOSTIC TESTING	
Plain x-rays for all orthopedic injuries	Referral for pre-op evaluation (< age 45)
MRI / CT	
Repeat MRI < 1 year old; functional/positional MRI	
EMG/NCS (CTS/cubital tunnel syndrome, neck/back injuries, etc.)	
Surface EMGs	
CT/Discogram & CT/Myelogram	
Diagnostic ultrasound (orthopedic cases)	
Routine pre-op testing (CBC, chem panel, urinalysis, Chest x-ray, EKG)	
HOME HEALTH / DME (Durable Medical Equipment)	
30 day trial of simple TENS	Home Health
Simple braces (wrist, ankle, etc.)	E-stim units, H-wave, IF units, etc. (other than simple TENS)
	CPM machines (other than for Total Knee Replacement, ACL repair, RC repair up to 21 days)
	Rigid, custom braces (knee/back)
	Cold therapy/vasopneumatic devices
	Spinal Unloading devices (Orthotrac pneumatic vest)
	Beds, spas, etc
	Pain Buster (for shoulder/knee arthroscopy)
PHYSICAL MEDICINE	
Chiropractic treatment - up to 24 visits total, approval or UR referral thereafter is at adjuster/supervisor discretion	Manipulation under anesthesia (by DC)
PT/OT - up to 24 visits total, approval or referral thereafter is at adjuster/supervisor discretion	Massage therapy
Acupuncture - up to 24 visits total, approval or referral thereafter is at adjuster/supervisor discretion	Biofeedback
Post-op PT	Pool therapy
	Gym programs/membership
	Computerized strength/ROM testing
	FCE (unless part of P&S determination)
THERAPEUTIC INTERVENTIONS	
Initial Consult / Eval, especially with MPN provider	Any surgery request
Epidural injection x1 with MRI evidence of nerve root compression & symptoms of radiculopathy	ANY percutaneous disc procedure (IDET, nucleoplasty, laser discectomy)
	Epidural injections (>1 and/or with no nerve root compression on MRI)
	Sympathetic & Bioelectric nerve block
	Trigger point injections
	Botox & Trigger point injections, Prolotherapy
	Facet injections & Selective nerve root blocks
	ANY Radio Frequency procedure (RF)
	Chronic use of narcotics/unusual medication requests (particularly Actiq, Fentora, Avinza, and similar)
	Chronic pain management programs, drug detox programs
	Compounded topical medications
	Dorsal column stimulators, implantable pain pumps
	Vax-D (or similar) pneumatic traction
	ECSWT (Extra-corporeal shock wave therapy)
	Laser & Magnet therapy



ORANGE COUNTY TRANSPORTATION AUTHORITY
SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

PENS or PNT treatment

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 5-3964

Enter below all proposed cost and price required for services described in Exhibit A, entitled "Scope of Work." Pricing shall be fully-burdened which shall include direct costs, indirect costs, and profits.

Proposed pricing shall remain fixed and no price increases shall be passed along to the Authority.

Please denote the basis on which the prices are quoted. Proposed pricing shall be for a five (5)-year term.

Each Category shall include cost and pricing for the five (5)-year term:

Category One:

- **Bundled** - Cost and price proposal shall include all of the following:
 - Claims Administration Services
 - Medical Bill Auditing Services
 - Utilization Review Services
 - Medical Case Management Services

Category Two:

- **Unbundled** - Cost and price proposal shall include the following separate services:
 - Claims Administration Services
 - Medical Bill Auditing Services
 - Utilization Review Services
 - Medical Case Management Services

Category One:

- **Bundled** - Offerors' cost and price proposal shall include all of the following services:
 - Claims Administration
 - Medical Bill Auditing
 - Utilization Review
 - Medical Case Management

If necessary, Offerors can use additional pages for explanation of cost and pricing.

Authority shall pay Administrator on a firm-fixed amount shown below for all new Workers' Compensation claim, regardless of volume, submitted to and fully completed by Administrator during the terms of this Agreement, said sums to include Administrator's total direct cost, indirect costs and profit and to be paid with the following provisions:

<u>Term</u>	<u>Period of Performance</u>	<u>Total Annual Fee</u>
Year One	11/01/2025 – 10/31/2026	\$ _____
Year Two	11/01/2026 – 10/31/2027	\$ _____
Year Three	11/01/2027 – 10/31/2028	\$ _____
Year Four	11/01/2028 – 10/31/2029	\$ _____
Year Five	11/01/2029 – 10/31/2030	\$ _____

Note: For cost analysis purposes, please provide annual fees for the above designated job categories.

Please state how many installments are payable and in what amounts? Currently, the Authority pays its Administrator in equal quarterly payments.

Please provide associated services (i.e. Medical Billing Audit, Utilization Review Services, and Medical Case Management Services) at the following fully-burdened labor rates:

Term: 11/01/25 – 10/31/2030

<u>Service</u>	<u>Rate/Hour</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

OTHER FEES

- A. If you have any charges that are not included in your flat annual fee, identify those items and state their costs. For example, you might charge additional amounts for optional client printouts or reports, a litigation cost reduction program, employee accident forms, safety training program, or some start-up costs.

- B. If you agree to finish processing open claims left by the previous administrator, please provide the hourly labor rate(s) that you would charge the Authority on a time-and-expense basis for this work (expenses would be reimbursed to the Administrator at actual cost).

- C. If you agree to finish processing claims left open upon expiration or termination of the contract award to your firm, please provide the hourly rate(s) that you would charge the Authority on a time-and expense basis for this work (expenses would be reimbursed to the Administrator at actual costs).

Category Two:

- **Unbundled** - Cost and price proposal shall include the following separate services:
 - Claims Administration Services
 - Medical Bill Auditing Services
 - Utilization Review Services
 - Medical Case Management Services

If necessary, Offerors can use additional pages for explanation of cost and pricing.

Claims Administration Services:

<u>Term</u>	<u>Period of Performance</u>	<u>Total Annual Fee</u>
Year One	11/01/2025 – 10/31/2026	\$ _____
Year Two	11/01/2026 – 10/31/2027	\$ _____
Year Three	11/01/2027 – 10/31/2028	\$ _____
Year Four	11/01/2028 – 10/31/2029	\$ _____
Year Five	11/01/2029 – 10/31/2030	\$ _____

Note: For cost analysis purposes, please provide annual fees for the above designated job categories.

Please state how many installments are payable and in what amounts? Currently, the Authority pays its Administrator in equal quarterly payments.

Medical Bill Auditing Services:

<u>Term</u>	<u>Period of Performance</u>	<u>Flat Fee Per Bill</u>
Year One	11/01/2025 – 10/31/2026	\$ _____
Year Two	11/01/2026 – 10/31/2027	\$ _____
Year Three	11/01/2027 – 10/31/2028	\$ _____
Year Four	11/01/2028 – 10/31/2029	\$ _____
Year Five	11/01/2029 – 10/31/2030	\$ _____

Utilization Review Services:

<u>Term</u>	<u>Period of Performance</u>	<u>Flat Fee Per Review</u>
Year One	11/01/2025 – 10/31/2026	\$ _____
Year Two	11/01/2026 – 10/31/2027	\$ _____
Year Three	11/01/2027 – 10/31/2028	\$ _____
Year Four	11/01/2028 – 10/31/2029	\$ _____
Year Five	11/01/2029 – 10/31/2030	\$ _____

Medical Case Management Services:

<u>Term</u>	<u>Period of Performance</u>	<u>Rates/Hourly</u>
Year One	11/01/2025 – 10/31/2026	\$ _____
Year Two	11/01/2026 – 10/31/2027	\$ _____
Year Three	11/01/2027 – 10/31/2028	\$ _____
Year Four	11/01/2028 – 10/31/2029	\$ _____
Year Five	11/01/2029 – 10/31/2030	\$ _____

OTHER FEES

- A. If you have any charges that are not included in your flat annual fee, identify those items and state their costs. For example, you might charge additional amounts for optional client printouts or reports, a litigation cost reduction program, employee accident forms, safety training program, or some start-up costs.

- B. If you agree to finish processing open claims left by the previous administrator, please provide the hourly labor rate(s) that you would charge the Authority on a time-and-expense basis for this work (expenses would be reimbursed to the Administrator at actual cost).

- C. If you agree to finish processing claims left open upon expiration or termination of the contract award to your firm, please provide the hourly rate(s) that you would charge the Authority on a time-and expense basis for this work (expenses would be reimbursed to the Administrator at actual costs).

1. I acknowledge receipt of RFP 5-3964 and Addenda No.(s) _____

2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 180)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

E-MAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-5-3964

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this _____ day of _____, 2025 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "ADMINISTRATOR").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from ADMINISTRATOR to provide Workers' Compensation claims administrative services; and

WHEREAS, said work cannot be performed by the regular employees of AUTHORITY; and

WHEREAS, ADMINISTRATOR has represented that it has the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, ADMINISTRATOR wishes to perform these services.

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and ADMINISTRATOR as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and ADMINISTRATOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon ADMINISTRATOR's performance of any terms or conditions of this Agreement shall not be construed as a waiver or

EXHIBIT C

1 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
 2 conditions and ADMINISTRATOR's obligation in respect thereto shall continue in full force and effect.
 3 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when
 4 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
 5 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

6 **ARTICLE 2. AUTHORITY DESIGNEE**

7 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and
 8 exercise any of the rights of AUTHORITY as set forth in this Agreement.

9 **ARTICLE 3. SCOPE OF WORK**

10 A. ADMINISTRATOR shall perform the work necessary to complete in a manner satisfactory to
 11 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this
 12 reference, incorporated in and made a part of this Agreement. All services shall be provided at the times
 13 and places designated by AUTHORITY.

14 B. ADMINISTRATOR shall provide the personnel listed below to perform the above-specified
 15 services, which persons are hereby designated as key personnel under this Agreement.

16 **Names**

Functions

17
 18
 19
 20
 21 C. No person named in paragraph B of this Article, or his/her successor approved by
 22 AUTHORITY, shall be removed or replaced by ADMINISTRATOR, nor shall his/her agreed-upon function
 23 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
 24 the services of any key person become no longer available to ADMINISTRATOR, the resume and
 25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
 26 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

1 person, unless ADMINISTRATOR is not provided with such notice by the departing employee.
 2 AUTHORITY shall respond to ADMINISTRATOR within seven (7) calendar days following receipt of
 3 these qualifications concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 This Agreement shall commence upon execution by both parties, and shall continue in full force
 6 and effect through October 31, 2030, unless earlier terminated or extended as provided in this Agreement.

7 **ARTICLE 5. PAYMENT**

8 A. For ADMINISTRATOR's full and complete performance of its obligations under this
 9 Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article 6,
 10 AUTHORITY shall pay ADMINISTRATOR on a firm-fixed price basis in accordance with the following
 11 provisions.

12 B. The following schedule shall establish the firm-fixed amounts shown below for all Workers'
 13 Compensation Claims, regardless of volume, submitted to and fully completed by ADMINISTRATOR
 14 during the term of this Agreement, said sums to include ADMINISTRATOR's total direct cost, indirect
 15 costs and profit and to be paid in accordance with the following provisions.

	<u>Effective Period</u>	<u>Total Annual Fee</u>
Year 1	11/01/2025 – 10/31/2026	\$ _____
Year 2	11/01/2026 – 10/31/2027	\$ _____
Year 3	11/01/2027 – 10/31/2028	\$ _____
Year 4	11/01/2028 – 10/31/2029	\$ _____
Year 5	11/01/2029 – 10/31/2030	\$ _____

22 C. AUTHORITY shall also pay ADMINISTRATOR on a time-and-expense basis for the following
 23 services at the following fully-burdened labor rates effective 11/01/2025 – 10/31/2030:

<u>Service</u>	<u>Rate/Hour</u>
_____	\$ _____
_____	\$ _____

_____ \$ _____

D. AUTHORITY shall remit payment in accordance with the following provisions:

Payment Schedule:

Payments

Year 1	11/01/2025 – 10/31/2026	\$ _____ due each quarter
Year 2	11/01/2026 – 10/31/2027	\$ _____ due each quarter
Year 3	11/01/2027 – 10/31/2028	\$ _____ due each quarter
Year 4	11/01/2028 – 10/31/2029	\$ _____ due each quarter
Year 5	11/01/2029 – 10/31/2030	\$ _____ due each quarter

E. ADMINISTRATOR shall invoice AUTHORITY on a quarterly basis for payments corresponding to the work actually completed by ADMINISTRATOR. Percentage of work completed shall be documented in a progress report prepared by ADMINISTRATOR, which shall accompany each invoice submitted by ADMINISTRATOR. ADMINISTRATOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time as ADMINISTRATOR has documented to AUTHORITY’s satisfaction, that ADMINISTRATOR has fully completed all work required. AUTHORITY’s payment in full for any services completed shall not constitute AUTHORITY’s final acceptance of ADMINISTRATOR’s work; final acceptance shall occur only when AUTHORITY’s release of the retention described in paragraph F.

F. As partial security against ADMINISTRATOR’s failure to satisfactorily fulfill all of its obligations under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice submitted for payment by ADMINISTRATOR. All retained funds shall be released by AUTHORITY and shall be paid to ADMINISTRATOR within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit ADMINISTRATOR’s records in accordance with Article 16 of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to ADMINISTRATOR within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or

EXHIBIT C

1 a portion of the retained amount based on ADMINISTRATOR'S satisfactory completion of certain
2 milestones. ADMINISTRATOR shall invoice AUTHORITY for the release of the retention in accordance
3 with Article 5.

4 G. Invoices shall be submitted by ADMINISTRATOR on a quarterly basis and shall be submitted
5 in duplicate to AUTHORITY's Accounts Payable office. ADMINISTRATOR may also submit invoices
6 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice
7 shall be accompanied by the progress report specified in paragraph E of this Article. AUTHORITY shall
8 remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice
9 shall include the following information

- 10 1. Agreement No. C-5-3964;
- 11 2. Specify the task number for which payment is being requested;
- 12 3. The time period covered by the invoice;
- 13 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
14 retention;
- 15 5. Monthly Progress Report;
- 16 6. Certification signed by the CONSULTANT or his/her designated alternate that a)
17 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
18 information included with the invoice is true, complete and correct in all material respects; c) All payments
19 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
20 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
21 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
22 subcontractor or supplier unless so identified on the invoice.
- 23 7. Any other information as agreed or requested by AUTHORITY to substantiate the
24 validity of an invoice.

25 /

26 /

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and ADMINISTRATOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for ADMINISTRATOR's profit) shall be _____ Dollars (\$_____ .00) which shall include all amounts payable to ADMINISTRATOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 7. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To ADMINISTRATOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Luis Martinez

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5767

Email:

Email: lmartinez1@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. ADMINISTRATOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. ADMINISTRATOR's personnel performing services under this Agreement shall at all times be under ADMINISTRATOR's exclusive direction and control and shall be employees of ADMINISTRATOR and not employees of AUTHORITY. ADMINISTRATOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all

1 reports and obligations respecting them, such as social security, income tax withholding, unemployment
2 compensation, workers' compensation and similar matters.

3 B. Should ADMINISTRATOR's personnel or a state or federal agency allege claims against
4 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or
5 allegations involving any other independent contractor misclassification issues, ADMINISTRATOR shall
6 defend and indemnify AUTHORITY in relation to any allegations made.

7 **ARTICLE 9. INSURANCE**

8 A. ADMINISTRATOR shall procure and maintain insurance coverage in full force and effect
9 during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance
10 provisions. ADMINISTRATOR shall provide the following insurance coverage:

11 1. Commercial General Liability, to include Products/Completed Operations,
12 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with
13 a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000
14 Products/Completed Operations aggregate;

15 2. Automobile Liability Insurance to include owned, hired and non-owned autos with
16 a combined single limit of \$1,000,000 for each accident;

17 3. Workers' Compensation with limits as required by the State of California including
18 a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and

19 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000
20 policy limit-disease, and \$1,000,000 policy limit employee-disease

21 5. Professional Liability with minimum limits of \$1,000,000.00 per claim; and

22 6. Commercial Crime with minimum limits of \$5,000,000.00 per claim.

23 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
24 blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees
25 as additional insureds on general liability and automobile liability, as required by Agreement. Proof of
26 insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective

1 date of the Agreement and prior to commencement of any work. Such insurance shall be primary and
2 non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore,
3 AUTHORITY reserves the right to request certified copies or review all related insurance policies, in
4 response to a related loss.

5 C. ADMINISTRATOR shall also include in each subcontract, the stipulation that subconsultants
6 shall maintain insurance coverage in the amounts required of ADMINISTRATOR as provided in the
7 Agreement. Subconsultants will be required to include AUTHORITY as additional insureds on the
8 Commercial General Liability, and Auto Liability insurance policies.

9 D. ADMINISTRATOR must provide AUTHORITY with at least thirty (30) days' prior notice of
10 cancellation or material modification of coverage, and ten (10) days' prior notice for non-payment of
11 premium.

12 E. ADMINISTRATOR shall submit required insurance certificates to AUTHORITY's insurance
13 tracking contractor, InsureTrack. ADMINISTRATOR shall respond directly to InsureTrack's request for
14 updated insurance certificates and other insurance-related matters by email to octa@instracking.com.

15 F. ADMINISTRATOR shall include on the face of the certificate of insurance, the following
16 information:

17 1. The Agreement Number C-5-3964 and, the Senior Contract Administrator's
18 Name, Luis Martinez.

19 2. For Certificate Holder: The Orange County Transportation Authority, its officers,
20 directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

21 **ARTICLE 10. ORDER OF PRECEDENCE**

22 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

23 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 5-3964;
24 (3) ADMINISTRATOR's proposal dated _____; (4) all other documents, if any, cited herein or
25 incorporated by reference.

26 /

ARTICLE 11. CHANGES

1 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
2 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
3 to AUTHORITY by ADMINISTRATOR as described in the Scope of Work. If any such work suspension
4 or change causes an increase or decrease in the price of this Agreement, or in the time required for its
5 performance, ADMINISTRATOR shall promptly notify AUTHORITY thereof and assert its claim for
6 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
7 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse ADMINISTRATOR
8 from proceeding immediately with the Agreement as changed.
9

ARTICLE 12. DISPUTES

10 A. Except as otherwise provided in this Agreement, when a dispute arises between
11 ADMINISTRATOR and AUTHORITY, the project managers shall meet to resolve the issue. If project
12 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
13 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or
14 otherwise furnish a copy thereof to ADMINISTRATOR. The decision of the Director, CAMM, shall be the
15 final and conclusive administrative decision.
16

17 B. Pending final decision of a dispute hereunder, ADMINISTRATOR shall proceed diligently with
18 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
19 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
20 AUTHORITY official or representative on a question of law, which questions shall be settled in
21 accordance with the laws of the State of California.
22

ARTICLE 13. TERMINATION

23 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
24 by giving ADMINISTRATOR written notice thereof. Upon said notice, AUTHORITY shall pay
25 ADMINISTRATOR its allowable costs incurred to date of termination and those allowable costs
26 determined by AUTHORITY to be reasonably necessary to effect such termination. Thereafter,

1 ADMINISTRATOR shall have no further claims against AUTHORITY under this Agreement.

2 B. In the event either Party defaults in the performance of any of their obligations under this
3 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
4 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
5 receipt of such notice, ADMINISTRATOR shall immediately cease work, unless the notice from
6 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, ADMINISTRATOR shall
7 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall
8 pay ADMINISTRATOR for work and/or services satisfactorily provided to the date of termination in
9 compliance with this Agreement. Thereafter, ADMINISTRATOR shall have no further claims against
10 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
11 damages for such termination.

12 **ARTICLE 14. INDEMNIFICATION**

13 ADMINISTRATOR shall indemnify, defend and hold harmless AUTHORITY, its
14 officers, directors, employees and agents (indemnities) from and against any and all claims (including
15 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or
16 damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent
17 acts, omissions or willful misconduct by ADMINISTRATOR, its officers, directors, employees, agents,
18 subconsultants or suppliers in connection with or arising out of the performance of this Agreement.

19 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

20 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
21 ADMINISTRATOR either voluntarily or by operation of law, nor may all or any part of this Agreement be
22 subcontracted by ADMINISTRATOR, without the prior written consent of AUTHORITY. Consent by
23 AUTHORITY shall not be deemed to relieve ADMINISTRATOR of its obligations to comply fully with all
24 terms and conditions of this Agreement.

25 B. AUTHORITY hereby consents to ADMINISTRATOR's subcontracting portions of the Scope
26 of Work to the parties identified below for the functions described in ADMINISTRATOR's proposal.

EXHIBIT C

ADMINISTRATOR shall include in the subcontract agreement the stipulation that ADMINISTRATOR, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by ADMINISTRATOR.

Subcontractor Name/Addresses**Subcontractor Amounts**

\$ _____ .00

\$ _____ .00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

ADMINISTRATOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to ADMINISTRATOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. ADMINISTRATOR shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during ADMINISTRATOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. ADMINISTRATOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

A. ADMINISTRATOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the ADMINISTRATOR is unable, or potentially unable to render impartial assistance or advice to AUTHORITY; ADMINISTRATOR's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or ADMINISTRATOR has an unfair competitive advantage. ADMINISTRATOR is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to ADMINISTRATOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice

1 provision herein. This disclosure requirement is for the entire term of this Agreement.

2 B. If AUTHORITY determines that ADMINISTRATOR, its employees, or subconsultants are
3 subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et
4 seq.), ADMINISTRATOR and its required employees and subconsultants shall complete and file
5 Statements of Economic Interest (Form 700) with AUTHORITY's Clerk of the Board disclosing all required
6 financial interests.

7 **ARTICLE 18. CODE OF CONDUCT**

8 ADMINISTRATOR agrees to comply with AUTHORITY's Code of Conduct as it relates to
9 Third-Party contracts which is hereby referenced and by this reference is incorporated herein.
10 ADMINISTRATOR agrees to include these requirements in all of its subcontracts.

11 **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

12 ADMINISTRATOR and all subconsultants performing work under this Agreement, shall be
13 prohibited from concurrently representing or lobbying for any other party competing for a contract with
14 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such representation
15 may result in termination of this Agreement.

16 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

17 ADMINISTRATOR warrants that in the performance of this Agreement, it shall comply with all
18 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
19 regulations promulgated thereunder.

20 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

21 In connection with its performance under this Agreement, ADMINISTRATOR shall not
22 discriminate against any employee or applicant for employment because of race, religion, color, sex, age
23 or national origin. ADMINISTRATOR shall take affirmative action to ensure that applicants are employed,
24 and that employees are treated during their employment, without regard to their race, religion, color, sex,
25 age or national origin. Such actions shall include, but not be limited to, the following: employment,
26 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay

1 or other forms of compensation; and selection for training, including apprenticeship.

2 **ARTICLE 22. PROHIBITED INTERESTS**

3 ADMINISTRATOR covenants that, for the term of this Agreement, no director, member, officer or
4 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter shall have any
5 interest, direct or indirect, in this Agreement or the proceeds thereof.

6 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

7 A. The originals of all letters, documents, reports and other products and data produced under
8 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
9 for ADMINISTRATOR's records but shall not be furnished to others without written authorization from
10 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
11 shall be retained by AUTHORITY.

12 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
13 descriptions, and all other written information submitted to ADMINISTRATOR in connection with the
14 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
15 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
16 with the performance of the project. ADMINISTRATOR shall comply with AUTHORITY's policies
17 regarding such material. Nothing furnished to ADMINISTRATOR, which is otherwise known to
18 ADMINISTRATOR or is or becomes generally known to the related industry shall be deemed confidential.
19 ADMINISTRATOR shall not use AUTHORITY's name, photographs of the project, or any other publicity
20 pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or
21 other medium without the express written consent of AUTHORITY.

22 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
23 released by ADMINISTRATOR to any other person or agency except after prior written approval by
24 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
25 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
26 handled only by AUTHORITY unless otherwise agreed to by ADMINISTRATOR and AUTHORITY.

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

1
2 A. In lieu of any other warranty by AUTHORITY or ADMINISTRATOR against patent or copyright
3 infringement, statutory or otherwise, it is agreed that ADMINISTRATOR shall defend at its expense any
4 claim or suit against AUTHORITY on account of any allegation that any item furnished under this
5 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes
6 upon any presently existing U.S. letters patent or copyright and ADMINISTRATOR shall pay all costs and
7 damages finally awarded in any such suit or claim, provided that ADMINISTRATOR is promptly notified
8 in writing of the suit or claim and given authority, information and assistance at ADMINISTRATOR's
9 expense for the defense of same. However, ADMINISTRATOR will not indemnify AUTHORITY if the suit
10 or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered
11 form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable
12 in combination with other material not provided by ADMINISTRATOR when such use in combination
13 infringes upon an existing U.S. letters patent or copyright.

14 B. ADMINISTRATOR shall have sole control of the defense of any such claim or suit and all
15 negotiations for settlement thereof. ADMINISTRATOR shall not be obligated to indemnify AUTHORITY
16 under any settlement made without ADMINISTRATOR's consent or in the event AUTHORITY fails to
17 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
18 ADMINISTRATOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
19 ADMINISTRATOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
20 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
21 copyright indemnity thereto.

ARTICLE 25. FINISHED AND PRELIMINARY DATA

22
23 A. All of ADMINISTRATOR's finished technical data, including but not limited to illustrations,
24 photographs, tapes, software, software design documents, including without limitation source code,
25 binary code, all media, technical documentation and user documentation, photoprints and other graphic
26 information required to be furnished under this Agreement, shall be AUTHORITY's property upon

1 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
2 except as elsewhere authorized in this Agreement. ADMINISTRATOR further agrees that it shall have
3 no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject
4 to the provisions of the Freedom of Information Act, 5 USC 552.

5 B. It is expressly understood that any title to preliminary technical data is not passed to
6 AUTHORITY but is retained by ADMINISTRATOR. Preliminary data includes roughs, visualizations,
7 software design documents, layouts and comprehensives prepared by ADMINISTRATOR solely for the
8 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
9 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
10 AUTHORITY if ADMINISTRATOR causes AUTHORITY to exercise Article 13, and a price shall be
11 negotiated for all preliminary data.

12 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

13 ADMINISTRATOR shall comply with all the requirements set forth in Exhibit __, Level 1 Safety
14 Specifications.

15 **ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS**

16 ADMINISTRATOR shall not make, participate in making, or use its position to influence any
17 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
18 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
19 ADMINISTRATOR's personnel performing services under this Agreement shall not authorize or direct
20 any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter
21 into any contractual agreement on behalf of AUTHORITY. In addition, ADMINISTRATOR's personnel
22 shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision
23 without significant intervening substantive review by AUTHORITY personnel, counsel, and management.

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ARTICLE 28. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-5-3964 to be executed as of the date of the last signature below.

ADMINISTRATOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

APPROVED:

By: _____

Maggie McJilton
Executive Director, People and Community
Engagement

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACT FORMS

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION FORMS

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$500 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$500 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$500 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$500 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$500 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes ____ No ____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ____ No ____
- Subconsultant Yes ____ No ____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes ____ No ____

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Doug Chaffee, Chair
Jamey Federico, Vice Chair
Valerie Amezcua, Director
Mike Carroll, Director
Katrina Foley, Director
Patrick Harper, Director
Michael Hennessey, Director
Fred Jung, Director
Stephanie Klopfenstein, Director
Carlos Leon, Director
Janet Nguyen, Director
Tam Nguyen, Director
Vicente Sarmiento, Director
John Stephens, Director
Mark Tetteimer, Director
Donald Wagner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- B. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

E. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.

- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____
