

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective the 1st day of July, 2020, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and Risico Claims Management, Inc., a California corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional claims administration services for administering City's Workers' Compensation claims, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a Workers' Compensation claims administration and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its Personnel Services Director (hereinafter referred to as "Administrator") or his/her designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through June 30, 2023, with the option to extend the agreement year to year for up to four(4) additional years, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed a total of \$1,750,000 for Year (1), \$1,785,000 for year (2), and \$1,820,000 for Year (3), of claims administration services and fees for specific ancillary services, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate

to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors\sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers,

officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional,

or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.


CITY OF FRESNO,
a California municipal corporation

By: 
Jeffrey T Cardell
Director
Personnel Services Department

ATTEST:
YVONNE SPENCE, CMC
City Clerk

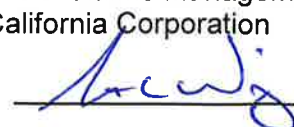
By: _____
Deputy

No signature of City Attorney required.
Standard Document #ALL-S 3.1 has been
used without modification, as certified by
the undersigned.

By: 
Michael Payne
Human Resources Manager
Risk Division

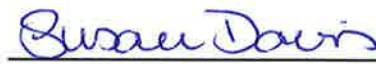
Addresses:

CITY:
City of Fresno
Attention: Jeffery T Cardell,
Director
2600 Fresno St., Room 1030
Fresno, CA 93721
Phone: (559) 621-6950
FAX: (559) 457-1094
RISICO Claims Management, Inc.,
A California Corporation

By: 

Name: STEVEN C. WIGH

Title: PRESIDENT / SECRETARY
(If corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: 

Name: Susan Davis

Title: CFO
(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

Any Applicable Professional License:
Number: 298
Name: DIR - STATE OF CALIFORNIA
Date of Issuance: 7/1/19

CONSULTANT:
RISICO Claims Management, Inc.
Attention: Steven C. Wigh,
P.O. Box 9783
Fresno, CA 93794-9783
Phone: 559-277-4960
FAX: 559-277-4961

Attachments:

1. **Exhibit A - Scope of Services**
 2. **Exhibit B - Insurance Requirements**
 3. **Exhibit C - Conflict of Interest Disclosure Form**
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Exhibit A

SCOPE OF SERVICES **Consultant Service Agreement between City of Fresno ("City")** **and Risico Claims Management, Inc. ("Consultant")** Workers' Compensation Claims Administration

Consultant agrees to:

1. Provide a local service office in the Fresno Metropolitan area. Provide staff as required to administer the workers' compensation program in full compliance with all the terms and conditions of the Request for Proposal, express or implied. All staff assigned to provide direct service to the City of Fresno shall be subject to the approval of City staff.
2. A dedicated claims unit shall be provided to the City of Fresno. The unit shall be composed of State Certified claims adjusters who have a targeted case load of 150 but not to exceed 165 claims per adjuster. The unit shall have at least two supervisors who have no assigned claim load. A state-certified claims adjuster is one who has successfully completed the certification requirements outlined by the State of California Self Insurance Plans. Each adjuster must have at least five (5) years of workers' compensation claims experience with public entities. A dedicated support staff to service City claims is required.
3. Review with City's representatives program progress, including identification of problem areas and recommend solutions there to and provide consultative services as necessary.
4. Provide the City complete access to its claims data pertaining in any way to the Workers' Compensation Claims Management Program referred to herein. Any system providing such information shall be secure and shall contain the applications necessary to prohibit access by unauthorized individuals.
5. Provide information and guidance to City regarding workers' compensation claims and inquiries on specific claims.
6. Assist in the development of policies and procedures to ensure that the Workers' Compensation Claims Management Program is operated in a manner that meets the objectives of the City.
7. Track, monitor, and have the ability to report on real time balances of all employees who are using LC 4850 leave time, On the Job Injury pay leave time, and TD leave time.
8. Design and print Employer's reports, Doctor's First Reports, treatment and authorization slips, posting notices and warrants, as well as any other forms required by the City or State of California.
9. Review and recommend physicians to be added to the City's Medical Provider Network (MPN) and IME list. In addition to this, also monitor to ensure proper compliance and credentialing with the physicians on the MPN and IME list.
10. Establish a banking arrangement and coordinate payment through City's Personnel, Finance, and Payroll Departments with proper audit trail.
11. Establish all data base coding requirements in conjunction with City staff.
12. Provide staff orientation and training of City personnel as required.
13. Maintain needed records and information and complete the Self Insurers Annual Report in accordance with all State of California requirements. Provide the completed TPA portion of the

annual report to the City for approval no less than 30 days before the date on which the annual report is due at the State.

14. Seek settlement authority on all claims from City RISK staff.
15. Notify all vendors of change of claims administrator.
16. Prepare and provide any and all required Federal and State financial and tax reports, including but not limited to IRS Form 1099 to vendors and service Proposers.
17. Assemble and submit claims data to the City as required for the completion of the Department of Industrial Relations, Self-Insurance Plans Annual Report and for actuarial studies performed regarding the City's Workers' Compensation Program.
18. Have a contractual duty and accountability to report required claims data to the Centers for Medicare and Medicaid Services (CMS) in accordance with the MMSEA Act of 2007.
19. Comply with any and all federal, state, or local laws, now in effect or hereafter promulgated, which apply to the services herein specified.

CLAIMS ADMINISTRATION

Consultant agrees to:

1. Review and adjust all workers' compensation claims in accordance with all applicable state laws as well as the terms of the contract.
2. Determine liability for claims brought against City as a result of the workers' compensation laws of the State of California.
3. Continue to administer and adjust all existing open files.
4. Obtain expert medical opinion when necessary and as authorized by City to evaluate the nature, extent, and causation of injuries.
5. Provide recommendations on legal services for cases requiring legal work to City Risk staff and City Attorney's Office staff who will ultimately make the selection.
6. Assist the attorneys in the preparation of all litigation and negotiations of settlements including, but not limited to, actions against third parties. Cases must be referred to legal counsel at least four weeks in advance of all discovery cut-off dates.
7. Investigate, or with approval of City's representative, arrange for investigation of cases where City's liability is questionable and assist in the settlement or trial of litigated cases.
8. Report all claims that might reach the excess layer of insurance coverage to the appropriate insurance carrier in accordance with their respective requirements. Proposer also agrees to maintain records, and effect collection from the excess insurance carrier on behalf of City.
9. Attend meetings at the request of City.
10. Pay all fines and penalties incurred due to errors or omissions on the part of Consultant's own funds and will not in any way charge these expenses to the City. Consultant will provide a quarterly report to City of all penalties paid and the party (City or Consultant) liable for payment.
11. Have the capability to utilize electronic mail (e-mail) between their offices and City of Fresno.
12. Coordinate return-to-work and medical rehabilitation programs with City's staff.

13. Provide City Retirement Board with all necessary documentation when requested and on an ongoing basis.
14. Participate fully in on-site file reviews and audits and respond promptly to written inquiries.
15. Monitor the condition of injured workers by review of medical reports and special examinations. Provide City, at no cost, copies of all narrative reports including but not limited to medical, physical therapy, vocational rehabilitation, Appeals Board, and any other reports requested by City as permitted by law.
16. Provide City staff with a recommended list of qualified medical evaluators. This report should identify the medical evaluator's treatment philosophy, timeliness, and areas of medical expertise.
17. Provide copies in each claim file of all checks, vouchers, or warrants drawn to pay benefits and claims expenses on behalf of City.
18. Medical case management shall be provided by each adjuster except in instances where outside case management services are justified and approved by City staff.

ADJUSTMENT SERVICES

Consultant agrees to:

1. Maintain a claim file on each potential or actual claim reported.
2. Establish and maintain case reserves for workers' compensation claims which accurately reflect the ultimate probable exposure of the claim.
3. Act as a liaison between the excess insurance carriers(s) and City on matters affecting the adjustment of claims.
4. Provide a copy of your claims administration manual to City as a part of this proposal, marked as proprietary if appropriate.
5. Maintain records on all claims and notify City when the City is entitled to reimbursement for loss in excess of their retention.
6. Provide claims review of all claim files at the request of City.
7. Negotiate appropriate agreements on all claims to effect settlements in a timely manner.
8. Upon the request of City, provide quarterly review of claims with lost time in excess of thirty days.
9. Provide injured workers with benefits as required by the California Labor Code.
10. Pay all approved medical expenses in accordance with the official California fee schedule or a negotiated medical provider fee schedule, which recognizes a discount for medical services.
11. Pay all approved medical legal expenses in accordance with fees established by the California Division of Workers' Compensation.
12. Adjusters will be expected to make court appearances when called upon before the Workers' Compensation Appeals Board as may be required to represent City's interest.
13. Standards of Performance:
 - a) Case Load - Consultant shall assign a sufficient number of adjusters to ensure that each adjuster's targeted caseload is 150 but to not exceed 165 claims. Where caseloads include future

medical and medical only claims, these claims will be counted as a 2:1 in the caseload limit. Report monthly to the City each adjuster's assigned caseload.

b) Case Make-Up - New claims case files will be created within one (1) working day of receipt of the first notice of claim. Each claim file will have the date of creation clearly identifiable in a uniform location. A level of accomplishment of 100% is required within one day.

c) Compensability - The compensability determination (accept, deny, or delay- pending the results of additional investigation) and the reasons for such a determination will be made and documented in the file within fourteen (14) calendar days of the filing of the claim with the City of Fresno. All benefit notices shall be mailed in compliance with California Labor Code and all applicable State regulations. A compensability decision will be made within ninety (90) calendar days from receipt of the Employee Claim Form (DWC-1). All benefits that are due and payable shall be made in accordance with all applicable State regulations. A level of accomplishment of 100% shall be considered acceptable.

d) Review - The claim files should be reviewed at intervals not to exceed 45 calendar days. Future medical claims should be reviewed at the interval's not to exceed 90 calendar days.

e) Three Point Contact - In cases involving anticipated loss of time from work beyond the date of loss, contact will be established with attending physician, the injured worker, and the employer within two (2) days of case make-up as needed to ensure effective medical case management. Such contacts will continue as needed during the course of claim development to assure that treatment is reasonable and necessary. An accomplishment level of 100% shall be considered acceptable.

f) Litigated Cases - Subject to the concurrence of the City Attorney, Consultant shall establish written in-house guidelines for referral of (essential) litigated cases to defense counsel. Such guidelines shall require, at a minimum: (1) prompt recognition of issues; (2) timely referral to defense counsel; (3) control of litigation expenses; (4) file documentation of a litigation plan. Medical control of litigated claims will remain with the Consultant. The Consultant will make all reasonable efforts to settle litigated claims without assigning to outside counsel. All settlements must be first approved and authorized in writing by City RISK staff. After referral, Consultant will continue to assist in the preparation of litigated cases, negotiations of settlements, and subrogation actions.

g) Determine if applicant is eligible for supplemental job displacement benefit voucher and shall administer such benefits in accordance with all applicable statutes and regulations.

h) Excess Insurance - Potential excess cases shall be reported to the appropriate excess carrier in accordance with the carrier's reporting criteria.

i) Penalties - Consultant shall advise City in writing of the assessment of any penalty for delayed payment and the reason thereof and Consultant's plan for payment of such penalty within five (5) days of assessment. An accomplishment level of 100% shall be required. Consultant will be liable for all penalties except those that are the result of City's sole negligence.

j) Reserves - At the time of case make-up, claims shall be reserved at the most probable, ultimate loss cost. "Stair stepping" of reserves shall not be permitted.

k) Case Closure - All medical-only cases will be closed or transferred to an indemnity status by the ninetieth day following case make-up. All indemnity cases will be closed within sixty (60) days of the final fiscal transaction with the exception of future medical awards. A level of accomplishment of 95% is acceptable.

l) Telephone Inquiries - All telephone inquiries requiring return calls will be answered within twenty-four (24) hours of the original inquiry. A level of accomplishment of 100% is acceptable.

m) Incoming Correspondence - All correspondence received will have the date of receipt clearly stamped on the front side. A level of accomplishment of 100% is required.

n) Return Correspondence - All correspondence requiring a written answer will have such answer completed and transmitted within three (3) days of receipt. A level of accomplishment of 100% is acceptable.

o) Settlements - Consultant shall obtain City's authorization on all settlements or stipulations in accordance with Fresno Municipal Code (FMC) Section 7-903. Consultant shall not enter into any stipulation or settlement involving liability of City's excess insurer without the advance written consent of the City and excess insurer. Consultant shall not have subrogation settlement authority unless specifically notified by City. A level of accomplishment of 100% is required.

City reserves the right to perform frequent scheduled and unscheduled general audits and/or assessment reviews of the claims administered by the Consultant. The contractor or person performing the review will be selected by City and shall have full access to all documents, practices and procedures used by the Consultant. The review may entail interviews with Consultant's claims staff and management, examination of physical or electronic claim files and review of policies and procedures.

INVESTIGATIVE SERVICES

Consultant agrees to coordinate external investigative services including, but not limited to:

1. Receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of claims.
2. The investigation of accidents, incidents, claims or cases where Consultant's initial examination indicates such action is warranted. Said investigation to include on-site investigation, photographs, interviewing of witnesses, determination of losses, but not to include extraordinary investigative services outside the expertise of the Consultant.
3. Undertaking special investigations at the direction of City.
4. All investigative services, including selection of the firm to be used, must be selected from the City's pre-designated vendor list with advanced approval by the City of Fresno.

EMPLOYEE SERVICES

Consultant agrees to:

1. Provide information and guidance to City's employees regarding workers' compensation benefits, inquiries on specified injuries and permanent disability ratings in accordance with policies of the City.
2. Assist in resolving employee problems related to an industrial injury in non-litigated cases.
3. Assist in the development of policies and procedures to ensure that the employee's ability to work is consistent with the findings of the Workers' Compensation Appeals Board.

LEGAL SERVICES ADMINISTRATION

Consultant agrees to:

1. Consult with City and all attorneys involved as necessary to ensure that all facts and investigations are available for use by the defense attorney.
2. Ensure that any attorneys working on claims are informed of all relevant facts so that the necessary subpoenas for records and/or witnesses are issued and depositions taken.
3. Review and consult with City on proposed settlements and secure approval of City before agreement of any settlement in accordance with Fresno Municipal Code Section 7-903.
4. Assist attorneys in protecting the interests of City, including but not limited to, City's interests in third-party cases. Additionally provide a referral for legal services to City's Attorney Office who will make final determination on selection.
5. With prior approval from City, refer cases to defense attorneys (designated by the City Attorney) only when the expertise of an attorney is required to resolve issues.
6. Review and document subrogation potential on all files. Consultant will accurately document and report loss history, costs, and expenses to support subrogation claims. Subrogation efforts on injuries wherein there is also property loss to City shall be coordinated with City and/or its property loss adjuster.

SCHEDULE OF FEES AND EXPENSES

Claims Administration Fee: The claims administration fee for Year 1 is \$1,750,000, for Year 2 is \$1,785,000, and for Year 3 is \$1,820,000.

The claims administration fee is based upon a claims unit staff of two (2) unit supervisors, ten (10) claims examiners, and three (3) claims assistants. If at any time during the term of the contract, the number of staff can be reduced, with prior permission from the City of Fresno, the Consultant will lower the cost of the administration fee by the salary and benefit costs as a result of the reduction in staffing.

Service pricing will be divided into 12 equally monthly billings payable on the first of each month.

Medical Bill Review: Fees are based on percentage of savings. Fee schedule bill review will be \$7.50 per bill and non-fee schedule bill review will be 3% of savings capped at \$2,500 per bill.

Utilization Review: Utilization review with a nurse review will be charged \$95 per review and utilization review for a peer-to-peer review will be \$250 per review.

Nurse Case Management: Telephonic nurse case management will be charged \$95 per hour and field case management will be charged \$95 per hour.

PPO Access Fee:

- Anthem Blue Cross – 23% of savings
- TMCnet – 18% of savings
- HealthSmart – 18% of savings

Exhibit B

INSURANCE REQUIREMENTS **Consultant Service Agreement between City of Fresno ("CITY")** **and Risico Claims Management, Inc. ("CONSULTANT")** Workers' Compensation Claims Administration

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession.
5. Technology Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by Consultant in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

- (i) \$2,000,000 per claim/occurrence; and,
- (ii) \$4,000,000 policy aggregate.

6. TECHNOLOGY PROFESSIONAL LIABILITY insurance with limits of not less than:

- (i) \$5,000,000 per claim/occurrence; and,
- (ii) \$5,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Technology Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONSULTANT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less

than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Exhibit C

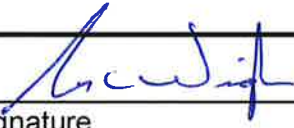
DISCLOSURE OF CONFLICT OF INTEREST

Risico Claims Management, Inc.
Workers' Compensation Claims Administration
 PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Additional page(s) attached.



 Signature

2/11/20

 Date

STEVEN C. WIGA

 (name)

Risico Claims Management, Inc.

 (company)

2425 W. STAW

 (address)

Fresno CA 93711

 (city state zip)