



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is effective as of the date of the last signature below and is between the City of Everett, a Washington municipal corporation (*the “City”*), and the Service Provider identified in the Basic Provisions below (“**Service Provider**”). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

<b>BASIC PROVISIONS</b>	
<b>Service Provider</b>	Intercare Holdings Insurance Services, Inc.
	11000 NE 33rd Place, Suite 300 Bellevue, WA 98004
	jlord@intercareins.com
<b>City Project Manager</b>	Leah Tocco
	City of Everett – Legal 2930 Wetmore Avenue, Suite 10 Everett, WA 98201
	LTocco@everettwa.gov
<b>Brief Summary of Scope of Work</b>	Third Party Claims Administrator Services
<b>Completion Date</b>	May 4, 2029

<b>Extension Provision</b>	Continuous two (2) year extension options at the sole discretion of the City of Everett
<b>BASIC PROVISIONS</b>	
<b>Maximum Compensation Amount</b>	\$125,000 annually
<b>Exhibits</b>	<p>Exhibit A: Proposal Response Dated March 25, 2026</p> <p>Exhibit B: RFP #2026-001 Third Party Claims Administrator (TPA) Services</p> <p>Exhibit C: N/A</p> <p>Exhibit D: N/A</p>
<b>Service Provider Insurance Contact Information</b>	Whitney Durepo
	(704) 688-1227
	whitney.durepo@relationinsurance.com
<b>Additional Provision(s)</b>	N/A

<p><b>State Retirement Systems (must answer both questions)</b></p>	<p>Does Service Provider have 25 or more employees?</p> <p><b>Answer: Yes</b></p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p><b>Answer: No</b></p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
<p><b>Willful Wage Violation Certification</b></p>	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. An untrue certification by Service Provider is a material breach and cause for Agreement termination.</p>

**END OF BASIC PROVISIONS**

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT  
WASHINGTON**

**INTERCARE HOLDINGS INSURANCE SERVICES, INC.**



\_\_\_\_\_  
Cassie Franklin, Mayor



Signature: \_\_\_\_\_

Name of Signer: Agnes Hoerberling

Signer's Email Address: ahoerberling@intercareins.com

Title of Signer: Chief Customer Care Officer

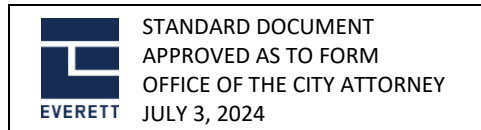
**05/08/2026**

\_\_\_\_\_  
Date

ATTEST



\_\_\_\_\_  
Office of the City Clerk



**ATTACHMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(GENERAL PROVISIONS v.101524)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the exhibit(s) to this Agreement. The work so described is hereafter referred to as “Work”.
  - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
  - B. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the “Additional Provision(s)” portion of the Basic Provisions.
  - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as “it is desired that Supplier will,” “it is preferred that Supplier will” or similar language) is deemed to be mandatory, unless otherwise provided in the “Additional Provision(s)” portion of the Basic Provisions.
  - D. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
4. **Compensation.**
  - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
  - B. Service Provider shall be paid such amounts and in such manner as described in the exhibit(s) to this Agreement.
  - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
  - D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
  - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
  - A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
  - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** Each party reserves the right to terminate this Agreement at any time and for any reason by sending written notice of termination to other party ("Notice"). The Notice

shall specify a termination date (“Termination Date”) which date shall be a minimum of sixty days after the date on which the Notice is sent. The Notice shall be effective (“Notice Date”) upon the earlier of either actual receipt by other party (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider’s material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner.

If the City alleges material breach by the Service Provider, City shall provide written notice to the Service Provider with an explanation of the alleged breach, any resolution proposed by the City, and shall allow the Service Provider ten business days to cure the breach. Service Provider shall respond in writing to the City within five business days of receipt of the written notice, with an explanation as to alleged breach and its plan to cure the breach. If the Service Provider fails or refuses to cure a material breach, the City may terminate this Agreement for cause thirty days after Notice is sent to the Service Provider. The City and the Service Provider may alter any date identified in this Section by written mutual agreement.

The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits. The Service Provider does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance by the City of any provision of this Agreement.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider’s duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider’s obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of

(a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive termination of this Agreement.

**11. Insurance.**

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
  2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
  3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
  4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.

- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
  - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
  - E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
  - F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
  - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
  - H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to

independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
- (1) Service Provider is free from control or direction over the performance of the service; and
  - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
  - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
  - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
  - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
  - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all

requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW, all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Procurement, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public

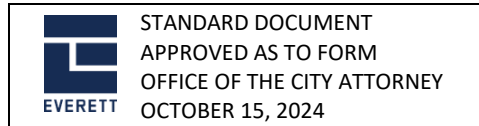
records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.

20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
  - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
  - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from

participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/epls/search.do>. Service Provider shall keep proof of such verification within Service Provider records.

32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto of either party will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS  
(v.101524)**



**EXHIBIT A  
PROPOSAL RESPONSE DATED MARCH 25,2026  
(ATTACHED)**



## City of Everett

**RFP #2026-001 for Third Party Claims Administrator (TPA)  
Services**

**Due Date: March 25th, 2026**

**Original / Copy**

**Intercare Holdings Insurance Services, Inc.**

Jon Lord, Executive Vice President Business Development

PO Box 120, Rocklin, CA 95677

Phone: (949) 463-8502

Email: [jlord@intercareins.com](mailto:jlord@intercareins.com)

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Intercare Holdings Insurance Services, Inc.  
6020 West Oaks Blvd, Suite 100  
Rocklin, CA 95765

## Cover Letter

March 25, 2026

### **City of Everett**

Theresa Bauccio-Teschlog  
2930 Wetmore Ave, Suite 9E  
Everett, WA 98201

Subject: City of Everett RFP #2026-001 for Third Party Claims Administrator (TPA) Services

Dear Theresa:

Thank you for the opportunity to submit a proposal to administer the City of Everett's public entity liability, automobile liability, and employment practices liability program.

Intercare Holdings Insurance Services, Inc. (Intercare) was incorporated in California in 1994 and is privately held. Intercare is an experienced and accomplished provider of liability claims administration services to public entities of all sizes across the country, including an office located in Bellevue, Washington. In March of 2025, Intercare acquired George Hills, a premier liability and property claims administrator serving public agencies since 1954. This acquisition strengthened our comprehensive suite of liability claims administration services. Our client base spans diverse industries, including cities and counties, public schools, transit, healthcare, farming and agriculture, retail, manufacturing, hospitality, and staffing. We serve self-insured and insured entities as well as risk pools. We do not anticipate subcontracting any portion of the scope of work described in the RFP.

### **Seasoned Team**

Intercare's Liability Division consists of experienced claims professionals, most with more than thirty (30) years of experience. Our services include program and claims management, adjusting services, direction and management of litigation, and claims and risk auditing. We excel at program management, overseeing liability programs, risk retention groups, and carrier and program business. Our reputation for handling some of the most complex and challenging programs is supported by superior results. We pride ourselves on long-term client and carrier relationships and continuously strive to deliver excellent performance and superior financial results.

### **Relevant Experience**

Intercare's Liability Division provides property and casualty liability claims services in the areas of general liability, professional liability, medical malpractice, product liability, employment practices liability, and property claims. Our team includes industry-recognized leaders who have worked with public agency claims since the 1970s. Our adjusting team works within defined authority structures to deliver early fact development, disciplined reserving practices, and proactive coordination of all parties. We uphold regular communication with stakeholders as a critical pillar of ensuring alignment through the life of each claim.

### **Dedicated to Success**

Customer service and customer satisfaction are paramount to our success. We have built our reputation on the successful handling of claims programs for a wide variety of customers. We understand that each client is unique and has specific requirements for a successful program. We work hard to develop a transparent and collaborative partnership with all our clients. Our Client Success Managers ensure that

Intercare Holdings Insurance Services, Inc.  
6020 West Oaks Blvd, Suite 100  
Rocklin, CA 95765

all agreed-upon services are delivered in a timely, effective manner and measure the results of those services to ensure ongoing and continuous improvement.

The primary contact for this RFP process is Jon Lord, and I can be reached at [jlord@intercareins.com](mailto:jlord@intercareins.com), or by cell at (949) 463-8502. We have read and will comply with all terms and conditions of the RFP.

The following items are deemed confidential/proprietary, and we request be excluded from any and all Public Records Requests:

- Proposed Team Biographies and Resumes
- Sample Transition Plan and Implementation Timeline
- Confidential Financial Statement
- Pricing

Thank you again for the opportunity to be considered in response to the Request for Proposal. We are genuinely enthusiastic about this opportunity. The City deserves a TPA partner with the institutional depth, public entity credentials, and Washington State legal acuity to handle the full scope of municipal liability exposure, from routine slip-and-fall claims to complex EPL and LEL matters. The City will be an important and significant client to Intercare, and we are committed to your agency's success.

Sincerely,



Jon Lord  
Executive Vice President, Business Development  
6020 West Oaks Blvd., Suite 100  
Rocklin, CA 95765  
**Office:** (714) 480-7135  
**Cell:** (949) 463-8502  
[jlord@intercareins.com](mailto:jlord@intercareins.com)

# A. Supplier Commitment and Information

## FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

### REQUEST FOR PROPOSAL #2026-001 THIRD PARTY CLAIMS ADMINISTRATOR (TPA) SERVICES


Company Name: Intercare Holdings Insurance Services, Inc.		
Company Address: 11000 NE 33rd Place, Suite 300		
City: Bellevue	State: WA	ZIP: 98004
Tax ID #: 954465745	UBI #: 602 607 991	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. Corporation		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number: N/A		
Website: www.intercareins.com	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official): N/A	Supplier Contact Title: N/A	
Supplier Contact Email: N/A	Supplier Contact Direct Phone: N/A	
Supplier Contact Address (if different from above): 6020 West Oaks Blvd. Suite 100		
City: Rocklin	State: CA	ZIP: 95765

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name: Agnes Hoerberling	Authorizing Official Title: Chief Customer Officer
Authorizing Official Email: ahoeberling@intercareins.com	Authorizing Official Phone: (818) 459-6742
Authorizing Official Signature and Date:  March 25, 2026	

## REQUEST FOR PROPOSAL #2026-001 THIRD PARTY CLAIMS ADMINISTRATOR (TPA) SERVICES

Supplier Name: Intercare Holdings Insurance Services, Inc.

Provide a pricing rate sheet for services detailed in the Scope of Work. If there are options for different pricing structures, such as Life of Claim, Life of Contract, or others, please clearly distinguish the different rate options. The pricing rate sheet must be easy to understand and clearly laid out.

All fees must be disclosed and included in the pricing rate sheet. Do not include state or local sales tax in the prices. Actual invoices must include proper WA state sales tax.

## FEE SECTION TERMS

**One Time Startup Fee** – The process of onboarding a new client covers many areas, from establishing expectations, policies, and procedures, to designing the infrastructure (process, people, and systems) to meet the needs of risk management, council, and department heads. It also involves time and effort in establishing the Trust Account or check writing, W-9, and all federal and state reporting requirements. Most importantly, this process involves the establishment of effective claims triage. Note that this is not time spent on actual data conversion.

**Annual Administration Fee** – Intercare has determined it takes a company-wide effort to ensure we exceed the expectations of our clients. As such, we feel it transparent to separately identify and charge for those critical functions that are not directly tied to claims handling. We include an annual administration fee, which covers the following activities:

- Claims Management Information System (CMIS) services and reports
- Access to CMIS and training
- Monthly listing of open claims, showing expense categories, reserves, and total incurred
- Monthly claim summary reports
- Monthly hours and claims data detail for billing
- Providing loss run data and required reports
- Access to Client Portal
- Providing annual reports to outside agencies
- Filing of regulatory reports, such as 1099s, W-9s, etc.
- Trust Account, if the City wants to establish one
- If desired, establishment and maintenance of a trust account to pay indemnity and expenses that may be due on claims; the amount to be maintained in the trust account shall be determined by the City. If the trust account is set up with the preferred bank then Intercare covers the cost of Positive Pay and Payee Match.
  - If the City prefers an alternate bank, there may be an additional setup fee, as other banks' processes can be extraordinarily time consuming.
- New bank account setup, including signature cards, test checks, online access, and setup of bank in CXP
- Discussion and agreement on the approval process
- Preparation of W-9s
- Processing of checks weekly
- Submission of positive pay (if applicable) and monitoring of positive pay (review of daily emails from bank for exceptions)
- Maintenance of a copy of all checks drawn by Intercare to pay claims and claims-related expenses
- Monitoring of account balance, preparation of replenishment requests as needed (custom requests for each client's needs)
- Monthly bank reconciliation (prepared and sent to the City)
- Payment of invoices that are pass-throughs, such as invoices for medical record copies, ExamWorks, etc.
- Certificates of insurance as required by the Contract

- Annual service
- Response to outside financial auditors
- Provision of reports to the City's actuaries and claims auditors
- Submission of SSAE 16 reports, or the current equivalent
- Account Management

**Mileage: Adjuster** – Mileage is paid at the current IRS rate.

**MMSEA** – Both the one-time setup fee and the annual reporting feeds to offset fees paid directly to ExamWorks.

**Adjuster Travel Expenses** – For mediations, settlement conferences, trials, etc.; subject to prior approval and submitted with receipts.

**CXP Access Fee** – Included in the annual administration fee is the setup and management of five (5) user accounts through our CMIS: CXP.

**iMetrics Report Fee** – There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.

**Custom Reports** – Additional charged for custom reporting are defined as being client-specific and needing a third-party programmer for three (3) hours or more.

**Conversion Fees** – This fee is intended to cover costs associated with data conversion, transition, and contract closeout. The data conversion fee is dependent on many factors which will need to be discussed. If Intercare is retained for five (5) years, we will entirely absorb the conversion fee. If Intercare is not retained for the full length of the proposed contract, then the client shall be subject to a fee of 20 percent each year not retained, not including shipping, storing, scanning, copying, or otherwise handling open or closed paper claim files (this shall be a separate charge based on the Scope of Work).

Intercare will charge for any agreed services related to conversion storage, copying, scanning, shipping, and disposal.

**Catastrophic Pricing** – Applicable only to **Fixed Fee** and **Time And Expense With A Cap Fee** agreements. Intercare recognizes that in the event of a catastrophe, additional hours will need to be applied to the handling of such claims. As such, to preserve the quality and efficiency of service for which we are known, Intercare proposes that should a catastrophic event occur resulting in 10 or more claimants or claims from a single occurrence, the client shall be billed at the current hourly rate.

**Annual Fee Escalator** – The Annual Fixed Fee and all hourly rates shall be adjusted at the beginning of each of the remaining years of the term by the lesser of 5%, or in accordance with the changes in the Consumer Price Index (CPI-U) for all Urban Consumers for the Western Region using the most recently published annual percentage change, but in any event such increase shall not be less than 3%.

**Termination Fee** – In the event of contract termination, Intercare's procedures and cost for run-off claims will be billed at the current hourly rate; no charge for historical loss summaries. We believe that the successful transition of claims requires preparation, so we ask for 90 days' notice if the contract is terminated without cause to facilitate the transition of claims management properly and efficiently.

**General File** – A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

**Storage** – Intercare will charge for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

## ADJUSTING SERVICES FEES

**Fixed Fee** – We believe this is a workable solution for public agencies seeking budget certainty. Unfortunately, it has its challenges. First, every other significant component of a claim (settlement and legal fees) is not predictable and as such, making the adjusting costs fixed will ensure that 100 percent of the time the fee will be wrong. Secondly, the result could be that the client is receiving far more resources than they are paying for, or the client is paying for far more resources than they are receiving in services on any one claim. Either outcome is wrong.

In this environment, Intercare makes every effort to be resource-sensitive in applying our best practices to ensure we balance the economics. No matter what, we put forth the right effort to resolve the claim. We do, however, adjust our clients’ fees that can and should be adjusted to meet our clients’ budget goals.

We have developed a hybrid Fixed Fee Proposal. Public Entities have seen dramatic increases in claims frequency in contrast to pandemic years. As such, we wanted to create a simple fee model that allows for fee adjustments down or up due to claims frequency, as hopefully frequency drops back down. Since claims activity is the main indicator for TPAs and the number of resources needed to perform quality services, it is important that adjustments can be made to resources provided and resulting costs for the benefit of the client and TPA.

Our model provides for an assessment of claims frequency twice a year – after six (6) and twelve (12) months. We have established the change must be at least 10% to trigger an adjustment and no more than 25%, as greater than that warrants a contract modification. For the City’s proposal the model would result in an adjustment in the event claims frequency dropped below the current estimate of new claims per year. In the event claims dropped below or increased above this estimate, an adjustment would automatically occur during the 7th and/or 13th months. The claims base would be adjusted to this new level for future year calculations.

For the City, the financial result would be calculated based on the percentage increase or decrease ranging from 10-25%. For example, if the decrease was 10%, the fee would decrease from \$70,000 to \$63,000. Conversely, if there was a 10% increase the fee would increase from \$70,000 to \$77,000.

Fixed Fee	
Fixed Fee	\$70,000

## GENERAL ADMINISTRATIVE FEES – ADDITIONAL TO ADJUSTING FEES

*\*All fee options are subject to the Annual Fee Escalator described above.*

General Administrative Fee Section – Applicable to each fee option.	
One-Time Startup Fee	\$5,000
Annual Administration Fee – billed yearly	\$5,000
Mileage - Adjuster	Current IRS Rate
MMSEA Annual Reporting Fee (paid to ExamWorks, billed yearly)	One-Time Startup Fee: \$800 Annual Fee: \$500
Adjuster travel expenses for mediations, settlement conferences, trials; subject to prior approval.	Actual
CXP access fee (up to 5 users)	Included
Custom reports, if exceeds three hours and is client specific	\$250/hour
Allocated File Expenses (see attached details)	At cost
Catastrophic Pricing	Current hourly rate

### Allocated Expenses

Typically, allocated expenses are those expenses that are generated by a claim (by outside vendors other than Intercare) that cannot be foreseen nor included in this Contract. These expenses are generally allocated back to the specific claim file for which the cost was incurred and then charged back to the entity whose claim incurred that cost. In most situations these are pass-through costs (with processing fees) for services and/or fees not directly generated by the TPA, but rather by a third-party consultant where the TPA has acted as an agent on behalf of the entity to necessarily outsource services to a third-party consultant and/or miscellaneous fees applicable to the specific claim applied by an outside entity, such as a court or copy services. Below, Intercare has provided a non-exhaustive list of typical allocated expenses.

#### **Paid to Intercare**

- CMS reporting costs and fees (ExamWorks)

#### **Paid to Others as Authorized by Client**

- Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences
- Fees of court reporters
- All court costs, court fees, and court expenses
- Fees for service of process

- Costs of undercover operatives and detectives (if initially paid by Intercare)
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams
- Costs for employing experts for advice, opinions, or testimony concerning claims under investigation or in litigation for which a declaratory judgement is sought
- Costs for independent medical examination or evaluation for rehabilitation
- Costs of legal transcripts of testimony taken at coroner's inquests, or criminal or civil proceeding
- Costs for copies of any public records or medical records
- Costs of depositions and court reporting
- Costs and expenses of subrogation (if not Intercare)
- Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes
- Witness fees and travel expenses
- Costs of photographers and photocopy services (if not Intercare; our costs for this are included in our rate)
- Costs of appraisal fees and expenses not included in flat fee or performed by others
- Costs of indexing claimants
- Services performed outside the TPAs normal geographical regions
- Costs associated with Medicare Set-Aside analysis and submission of Medicare Conditional Lien negotiation
- Investigation of possible fraud including SIU services and related expenses

Any other similar cost, fee, or expense that is not otherwise included in the TPAs service fees that is reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or to the protection or perfection of the subrogation rights of the entity, including travel related expenses.

#### **Travel Related**

Costs of travel related to claims including mileage drive, such as for attendance at inspections, mediations, and trial, shall be allocated to the specific claim and reimbursed to Intercare based on the actual cost incurred. Mileage shall be reimbursed at the current IRS rated at the time the mileage is traveled.

## C. Narrative Response

### FORM 4.03 QUESTIONNAIRE

*Suppliers must submit responses that address all questions posed in this "Questionnaire." Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.*

#### Qualifications and Relevant Experience

- A. Briefly describe your company. Include how long the company has been in business, the qualifications of your company as they apply to this RFP, and how long your entity has been administering claims.**

Intercare has been in the business of providing superior claims administration services for decades. Founded in 1994, Intercare is a privately held corporation headquartered in Rocklin, California. We specialize in the public sector, which comprises over 70% of our claims volume. We are committed to transparency, customer satisfaction, and superior outcomes. We have a long-standing reputation for being flexible and responsive, which enables us to tailor risk management solutions to meet the individual needs of our clients.

Our core services include:

- Liability claims administration
- Workers' compensation claims administration
- Managed care services
- Special investigations
- MMSEA Section 111 Mandatory Reporting
- Risk management support
- Training

Intercare has more than 600 employees. We understand the unique needs of public entities of all types and sizes. Since our inception we have expanded, grown, and branched out in ways consistent with our value of continuous improvement. In addition to third-party claims administration, we provide industry-leading litigation management services, subrogation recovery services, and investigative services. We work with more public entities in California than any other TPA. Since 2013, we have a dedicated department to Subrogation Recovery Services for public entities.

**Firm Structure:** Our claim division staffing structure ensures that the quality of work we provide will meet your exact expectations. We employ claim executives who have been in the business of serving public entities for most of their careers. We have a hierarchical structure of managers and supervisors who oversee and advise on the work produced by adjusters. Our adjusting staff consists of senior level adjusters, adjusters who are progressing in their careers toward senior level positions and claim processors who provide administrative support as well as key support duties. Our employees hold professional licenses, BA/BS/MA and JD degrees, and/or industry certifications/designations, including: Independent Insurance Adjuster; Associate in Risk Management (ARM); Registered Professional Adjuster (PRA); Casualty Claim Law Associate (CCLA); California Self-Insured Administrator (SIA); Certified Public Accountant (CPA); Charter Global Management Accountant (CGMA); Certified Litigation Management Professional (CLMP); Property/Casualty Agent; and the California State Bar.

### Seasoned Management

Intercare is supported by seasoned senior executives who are actively involved in the management of our organization and committed to delivering superior services and a high-quality work product. Collectively, our executive team has over 300 years in combined claims administration experience. Our principals include:

Name	Title	Experience (Years)
<b>Lowell Hays</b>	Chief Executive Officer	20+
<b>Agnes Hoerberling</b>	Chief Customer Officer	30+
<b>Ron Shah</b>	Chief Financial Officer	20+
<b>Michelle Fox</b>	Chief People Officer	25+
<b>Jeff Dutton</b>	Chief Technology & Product Officer	30+
<b>Jon Lord</b>	Executive Vice President, Business Development	30+
<b>Maggie Jaltorossian</b>	Executive Vice President, Workers' Compensation Division	30+
<b>Danielle Buri-Beaton</b>	Executive Vice President, Client Services	30+
<b>Amy Evans</b>	Executive Vice President, PL Claims Administration	25+
<b>Chris Shaffer</b>	Executive Vice President, AL/GL Claims Administration	30+

*Resumes for the aforementioned individuals can be found in **Exhibit A – Resumes**.*

### Size and Locations

Intercare is one of the few privately held mid-sized firms in our industry. This allows us to offer our clients a nimble boutique approach to claims handling while also providing the depth and capacity of a large organization. While our 325 claims and managed care professionals provide services in various states, most of our general liability business is on the West Coast. We maintain offices in the following locations on the Western side of the United States:

Fresno, CA	Glendale, CA	Orange, CA	Bellevue, WA	Rocklin, CA	Salinas, CA
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### Area Experience

While our experience in the state of Washington is still growing, we believe our vast experience working as a TPA for public entities translates across state lines. Intercare has clients in several states, including Washington.

### The Unique Needs of Municipalities

Intercare's experience with municipalities and public entities is built into how our adjusters are trained, how our supervisors think, and how our programs are designed. We have a wealth of experience and knowledge from administering programs for self-insured clients and understand the specific challenges and issues that municipal clients face. We are always searching for new ways to help our clients identify and reduce risk, contain cost, and measure outcomes.

### Successful Outcomes for Municipalities

Over the years, Intercare has leveraged our public sector expertise to ensure successful outcomes for our clients. Intercare has maintained a strong reputation for high client satisfaction; it is always the goal to maintain a 100% closing ratio of existing to new claims on a monthly basis. Our Subrogation Recovery unit has recovered millions of dollars on behalf of our clients.

**Commitment:** Our approach as a third-party administrator is based on our commitment to protect your assets. Our goal is to reduce the number of claims and claims paid amounts by identifying cost drivers, performance gaps, and opportunities for cost reduction. Our project approach centers on transparency and frequent communication with internal and external stakeholders. At the onset, we seek to determine your expectations, which will refine our methodology. Our approach to fulfilling the City's needs stems from our company's experience, values, personnel, and our best practices approach to claims handling. Customer satisfaction is paramount and one of our core values – one which guides us in all we do. Our commitment to superior customer service is bolstered by our exceptional, highly qualified staff supported by our unparalleled training and certification program.

***B. Please list and describe in detail your firm's experience with municipalities and government agencies in Washington State, as well as the expertise of each member of your account management team with municipalities and governmental agencies in Washington State.***

Intercare began working within the state of Washington in 2014. Our clients in the state are primarily hospital and health systems, both public and private. Though our experience in the state is still growing, we feel our exemplary record of premier claims administration serving public entities around the country qualifies us to serve the City. The City will experience the same exceptional service we provide for every client.

Intercare serves UW Medicine, the clinical enterprise of the University of Washington, one of the largest and most complex public institutions in Washington State. We also serve Valley Medical Center and Evergreen Health (both King County Public Hospital Districts). We administer professional liability claims for each of these clients.

Our adjusters working these accounts operate daily within Washington State's public entity environment: coordinating with Risk Management offices, working within state-structured claims procedures, and managing matters with the care appropriate to institutions whose decisions are subject to public scrutiny.

***C. Provide details of your company's financial status and stability.***

Please see [Exhibit C – Confidential Audited Financial Statement](#) for the requested information.

Intercare is a financially stable corporation that

- has never filed nor is contemplating filing for bankruptcy
- has no pending litigation which will present a substantial financial risk to Intercare
- has no plans to close or consolidate any of Intercare's current offices or services
- has never entered into discussions or negotiations to merge with another party

***D. Describe any other facets of your organization and your firm's experience that are relevant to this proposal, which have not been previously described and that you feel warrant consideration.***

Intercare has a wealth of experience and knowledge administering programs for self-insured clients throughout the United States. We understand the challenges and issues that clients face, and we are always looking for new ways to help our clients identify and reduce risk, contain costs, and measure outcomes. Our flexible service solutions and value-added programs allow our clients to customize a program centered on their specific needs.

We are one of the few privately held mid-sized firms in our industry. This allows us to provide our clients with a nimble boutique approach to liability claims handling while also providing the depth and capacity of a large organization. Our focus is to identify how you define success, and then we work collaboratively with you to create a claims and risk management program that exceeds your goals and saves you money.

Below is a list of solutions and tools we have successfully implemented to improve claims management processes and meet the diverse needs of our clients:

### Value Added Tools:

Innovative technology has changed the way we do business at all levels. The following are examples of the value-added tools Intercare has implemented to streamline processes, increase access to information, and increase our cost containment opportunities.

#### 1st Party Subrogation Recovery Services (See Third Party Subrogation Services below)

Intercare provides subrogation recovery services to many of our clients. In 2013, George Hills created a dedicated Subrogation Recovery Unit to handle recovery opportunities for our clients who have requested or contracted with us for subrogation recovery services. When George Hills and Intercare blended our services, that Subrogation Recovery Unit was combined with Intercare's offerings to bring the City the best of the best in financial recovery for your agency.

#### Quick Stats on Subrogation Recovery Results

- 2,272** - Average number of subrogation claims handled in 2024
- 91%** - of claims handled result in a Recovery
- 83%** - of claims result in a full recovery (including Fees)
- 84%** - of amounts sought for our clients are recovered

**Average recovery: \$5,590.53/claim**

**Our subrogation recovery unit has performed spectacularly, recovering several million dollars on behalf of our clients.**

Our standard subrogation fee is 30% of the amount collected; however, Intercare has been successful more than 80% of the time collecting our fees, thus equating to recovery essentially free of charge. The minimum amount to be paid to Intercare will be \$250 per claim.

Generally, no recovery shall be agreed to involving payment plans if the recovery is less than \$5,000 and/or greater than a one-year term. Exceptions can be made on a case-by-case basis. If a recovery is agreed to above this amount, the subrogation fee shall be 45%. In the event a payment plan is authorized and entered, the subrogation fee will be based upon the total amount of the lien and will be invoiced to the City.

If authorized, small claims court appearances for recovery of funds will be priced at \$250 per appearance. In the event of multiple appearances for the same court on the same day, a flat fee of \$500 is priced for half a day, and \$1,000 for a full day, regardless of the number of claims handled on that day.

The benefits of Intercare's subrogation recovery:

- High-level expertise of subrogation recovery
- Recovery of damages to property, utilities, hazardous material cleanup
- Small claims
- Preparation of proof of loss statements
- Claim reporting activity, demand letters, final demand to claimant with suspended license, closing and/or payment transmittal
- Settlements
- File retention
- Development of policy and procedures
- Provision of account manager and lead subrogation adjuster

## Program Review and Analysis

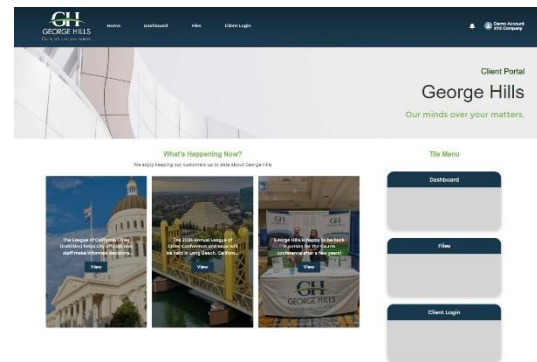
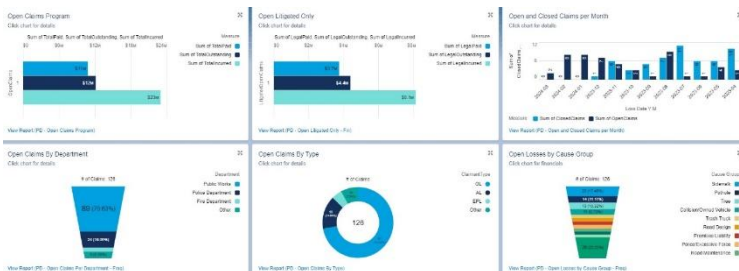
Intercare understands the value and power that data can provide. Intercare’s Claims Management team, the Business Intelligence Unit and the Client Services team are constantly reviewing data to ensure data fields are complete and accurately reflect the current status of a claim. This focus on data validation and data integrity allows Intercare to present meaningful statistics that help our clients’ benchmarks and measure program performance over time. In addition to regular file reviews by the claims team, and regular reporting provided by the Business Intelligence Unit and the Client Services team, Intercare also offers data summaries and analysis through our client dashboard and the annual stewardship review.

**Dashboard:** Your dashboard is backed up nightly and displays trends in near real time. The default dashboard shows a total program summary for the referenced claim years, however interactive filters are also available so that the user may change what is displayed by selecting preferred criteria, including current claim status, claim type, claim year, and even based on the organizational structure loaded in our system for that specific client. This flexibility enables our clients to review their own data on demand, and according to their changing needs. The dashboard will even allow the user to drill down to the underlying data, which includes claim links directly to Intercare’s claims system. The claim link will open the specific claim you have referenced, and the user will be able to review notes, payments, etc.

## Client Portal

The City will have their own dedicated Portal for staff to access. We can tailor the Portal to directly complement the City’s preferred level of access. This web-based platform provides our clients with exclusive access to the following features:

- Secure file sharing and document management
- Quick reporting and metrics on dashboard



**Annual Stewardship Report:** The Intercare account manager works closely with the Business Intelligence Unit to prepare an Annual Stewardship Report. This report benchmarks the City’s results from the most current year with previous program years. It also compares the City’s results to industry and statewide bookmarks. This type of annual review allows the City and Intercare to analyze the efficiency of the program together to quantify cost savings and establish goals for the next program year. Meeting attendees typically include the client’s risk manager, other client-approved representatives, the claims manager, the claims supervisor, and adjuster(s) assigned to the program.

**E. Provide names, tenure, roles, and responsibilities for each key team member engaged in providing the related services.**

If selected as your TPA, Intercare will work with you collaboratively to present the most suitable candidate for your program, located in your area. As a general rule, Intercare does not warehouse adjusting staff. All current adjusters are assigned to a specific program. And while we have partial capacities with staff, the City’s program requires an add-to-staff based on the claim volume. However, we have external candidates who are on a waiting list to join Intercare. If the City has adjusters they would like to maintain or would like to have on the program, we will employ an expedited hiring process. The candidate will have the minimum experience required to handle the City’s program.

We propose the following team to administer the City’s general liability program:

- **Chris Shaffer – Executive Vice President, Liability Division**



Mr. Shaffer will be the senior-level account executive responsible for overseeing the City’s general liability program. He oversees division operations and provides oversight if needed. Mr. Shaffer has an exceptional record of achievement in the management of corporate, risk management, business systems, and information systems operations. He holds a Bachelor of Arts from the University of Utah and an Associate in Risk Management (ARM) designation.

- **Chris Hunt – Associate Vice President, Liability Division**



Mr. Hunt will provide overall program support and be in charge of client satisfaction. He will provide oversight to the claims team and ensure client service instructions are properly followed. Mr. Hunt oversees client relationships and has more than 31 years of experience in the insurance claims and risk management industry, primarily servicing self-insured public and private clients. He holds a Bachelor of Science in Behavioral Science from California Polytechnic University, Pomona. He also holds an Associate in Risk Management (ARM) designation.

- **Margie Hickey – Senior Claims Adjuster**



Ms. Hickey will be in charge of overall comprehensive liability claims adjusting and is the secondary point of contact for all claims-related matters for the City. Ms. Hickey has a wealth of experience investigating, negotiating, and settling bodily injury, physical damage, product, and food-related illness claims. She holds a degree from AIC Insurance Education Association.

*Proposed staff subject to change based on availability upon contract award. The above staff will work remotely, or from our principal office in Rocklin, California.*

Intercare’s personnel are selected to service the City due to their decades of experience. Most adjusters hold BA or MA degrees, and/or certifications and designations including Associate in Risk Management (ARM); Registered Professional Adjuster (RPA); Casualty Claim Law Associate (CCLA); American Institute of Certified Public Accountants (AICPA).

Each proposed team member’s workflow and case load is collaborative, balanced, and supported at the primary and investigative levels, as well as checked at the supervisory and quality control levels. All members of the team have extensive relations with defense/plaintiff counsel throughout the West Coast and are highly experienced in issues involving the coordination of ADA claims, as well as fire, police, and public works. The resumes of the aforementioned personnel can be found in [Exhibit A - Resumes](#).

## Technical Capability, Approach, and Capacity

### **A. How do you assign claims? Is it based on lines of liability? Please explain.**

Claims are assigned based upon the unique criteria set forth by each client. During the onboarding of your agency with Intercare's Claims Administration services, these criteria will be determined and tailored to your City's needs.

In the case of high-exposure claims and incidents, we would typically assign these types of claims to senior adjusters. The adjuster would escalate the claims as known exposures begin or near any monetary value the City has predefined, alerting both Intercare management and the designated City contacts. Plans of action and diaries are set for review by both the adjuster and supervisor to ensure that high exposure cases remain close to the estimated exposure.

The case load of an adjuster is usually based on the complexity of their claims. Typically, adjuster caseloads are 50-75 pending files; senior bodily injury adjusters' caseloads are 125-150 pending files; and senior property adjusters' caseloads are 85-100 pending files. Adjusters handling auto, property, and subrogation claims average between 100 and 125 pending files. We attempt to impose a maximum caseload of 150 pending files, but we recognize there are often times files on an adjuster's pending list are dormant, especially for public agencies when files sometimes remain open awaiting the expiration of statute following claim rejection. Having several adjusters available to handle the City's claims will continue to afford flexibility in assignments so that no adjuster's workload becomes overbearing. This also ensures the City has coverage through vacations and illness. We will always have adjusters on standby.

### **B. Please describe your claims tracking database and reporting capabilities. Do you allow the client access to your system?**

#### ClaimsXpress Claims

George Hills has used ClaimsXpress as our Claims Management Information System (CMIS) for 9 years. When Intercare and George Hills combined services, Intercare encompassed the use of ClaimsXpress as well. ClaimsXpress (CXP) is a secure cloud browser-based software system that allows our claims adjusters to work anywhere, from the scene of an incident to our corporate office. Similarly, the system being browser-based allows the City 24-hour, read-only real-time access of its claims information. Intercare owns perpetual licenses to CXP and we contract with Spear Claims to provide the Microsoft Azure-based secure cloud, in which our clients' data is housed.

Searching within CXP for specific claims data is simple, but to minimize the need to search, Intercare has developed dashlets within ClaimsXpress to allow the City and adjusters quick access to relevant claims information right on their homepage.

As part of the onboarding process, Intercare will hold a training session with all potential client-side ClaimsXpress users, ensuring that everyone has the desired level of access and understanding of the system.

ClaimsXpress is an entirely paperless system. All claim files are stored electronically in a secured Microsoft Azure cloud hosted by Spear Claims, available to any authorized user, using any browser, at any time.

ClaimsXpress is configured to enforce additional security measures when necessary. It can limit a user's access to claim information by a client's organization structure, for example allowing access to view claims for a single location or for the entire organization. CXP also includes identifiers for highly sensitive or confidential claims. When a claim is flagged as confidential, ClaimsXpress will limit access to that claim by individual User ID.

The use of ClaimsXpress increases our firm's service capabilities for the City and enhances our service workflow efficiencies and custom reporting capabilities. The alignment of these technologies with Intercare's services is of great value to the City by providing real-time access to decision-making data, metrics, and trends. When it comes to read-only access, reporting, and modification abilities to meet the City's needs, our technology offering is unmatched.

Samples of our most commonly requested reports are included in this proposal as **Exhibit C – Standard Reports**.

- C. Describe your firm's claims protocol, including response, investigation, establishment of reserves, adjustment of claims, subrogation, monitoring of claims, settlement procedure, litigation, and claims closure process. Please provide a copy of your claim investigation "best practices" or written guidelines.***

### **Claims Handling Best Practices**

Intercare has developed best practices in claims management, and we believe our process and specific alignment with your needs and expectations collectively results in a reduction of claims expenses.

#### **Best Practices Claims Approach**

Intercare's Best Practices General Liability Claims Handling Manual and Best Practices General Liability Litigation Manual are followed by liability claims processors, adjusters, and supervisors in addition to the specific rules, regulations, and requirements of each individual client. These manuals support the scope of work, procedures, processes, and requests of the City. Our goal is always to provide the highest level of quality, customer-focused claims service. We accomplish this by assigning teams of experienced individuals who have managed similar accounts for many years.

Our best practice approach to claims management centers around early communication and transparency of information. Early communication with claimants leads to faster claim resolution, and the transparency of information provided to the City gives insight to the claims process from inception to close.

#### **Best Practices Quality Control**

Our processes, procedures, and methodologies center around adjuster accuracy and customer satisfaction. Quality control comes at the technological (automated) level, and at the human (adjuster/supervisor) level by Intercare's Supervisors and Client Success Managers.

#### **Best Practice Claims Data and Information Management**

Intercare's ability to develop and maintain the City's data metrics for decision-making as well as to provide accurate statistical reporting is due solely to our commitment to best practices in our Information Technology processes. Our Claims Management Information System (CMIS) provides Intercare and our clients with exceptional expert resources. We can rely on our system's commitment to security to ensure your data is safe; to demonstrate this commitment, our team completes an annual disaster recovery exercise to safeguard against potential data loss.

Timely resolution of claims is another best practice we employ. Generally, the longer a file is open the costlier it is for our clients. Superfluous open reserves on a client's book of business can negatively affect financial results. As such, one of the items reviewed by supervisors when they audit files is timeliness of closures. The supervisor will also review whether the adjuster is continuing to update the claim diary. Every time an adjuster interacts with a file, they should do everything necessary to move the file closer to resolution.

## Timeline of the Claims Handling Process

The following takes place from receipt of a new claim:

### Within 24 Hours

- Index new correspondence and new claims for damages to determine if they belong to an existing claim
- Claims data entered into ClaimsXpress, our CMIS
- Acknowledgement of new assignment sent to the City
- Claimant/Claimant's attorney is called, emailed, or both to acknowledge and provide claim and adjuster information

### Within 2 Days

- Two-point contact made with claimant (or their attorney) and the City

### Within 5 Days

- Reserves Set

### Within 30 Days

- Claim tendered (if appropriate)
- Liability determination
- Excess carriers notified

### Monthly

- Monitor closing ratios
- Statistical report (all claims activity) provided to the City
- Payment register provided to the City
- Plan of Action (POA) updated
- Watch list claims meetings
- Case reviews (90 days if waiting for activity by others, 180 days if waiting on expiration of a statute of limitations)

## Reporting New Claims

Depending on the nature and urgency of an incident, new claims can be reported to Intercare in several ways:

- **Routine, non-urgent tort claims** can be sent via email through our dedicated intake portal, which is monitored by our claims support team to ensure timely setup in the claims system within one (1) business day.
- **More urgent matters** can be reported directly by phone through your designated adjuster, supervisor, or claims processor.
- **After-Hours Critical Incident Response:** The City will be provided with the after-hours contact information for your primary designated adjusters, who can usually respond to the scene of a critical incident within one (1) hour of contact.

## File Setup

Within one (1) business day of receiving notification of a new claim – usually the same day – the claims processor will take the following steps:

1. Enter the data into CMIS, including assignment of the adjuster.
2. Attach any paperwork received with the claim to the CMIS.
3. Notify the assigned adjuster of the newly assigned claim.

- a. These actions trigger the CMIS to set an automatic diary for the adjuster and their supervisor.
4. Send an acknowledgement of new assignment to the City, including claim number and assigned adjuster information.
5. Make initial phone contact with the claimant or their attorney, if so instructed, with the claim number and contact information for the adjuster, including a follow-up acknowledgement letter.

### **Investigation**

An investigation plan is developed for each claim to assess the liability and damages exposure efficiently and effectively. Applying their experience and expertise, the adjuster tailors the scope of investigation to the nature and exposure of the claim. The investigation may include:

- Gathering all internal documents from the City, including reports, maintenance logs, photos, contracts, easements, certificates of insurance, etc.
- Conducting a scene inspection with photos and diagrams as warranted
- Interviewing City staff
- Obtaining official reports
- Interviewing and obtaining statements from the claimant and witnesses
- Obtaining damage estimates, invoices, and/or damage appraisals
- Obtaining all pertinent medical records

Intercare will identify and engage an interpreter/translator that is acceptable to the City. When possible, we will utilize one of our bilingual employees to assist with translation. Where warranted, we will seek authority from the City to engage experts.

### **Communication**

Phone calls and emails will be returned within 24 hours. All other written communication will be responded to within three (3) business days.

### **Contact**

- 24-hour emergency contact will be made within one (1) hour of assignment or phone call.
- Initial contact will be made with the insured/client, claimant, and witness within one (1) business day of receipt of their information. If no contact is made with the claimant, two (2) subsequent contact attempts via telephone will be made within the first 48 hours after receipt of the claim. If we do not have contact information for the claimant, or have incorrect information, extra attempts will be made to secure correct contact information, such as a Google or online 'white pages' search. If the City's protocols are such that a claimant is not to be contacted, this will be documented in the adjuster's file notes.
- An acknowledgement letter or email will be sent to all pertinent parties containing the adjuster's contact information and claim number, unless instructed otherwise.

### **Risk Transfer and Indemnity Rights**

During our investigation, we actively seek to identify all risk transfer and indemnity/defense rights owed to the City through contracts, agreements, additional insured statuses, easements, etc. With the City's approval, we promptly and vigorously pursue tender/cross-complaints on behalf of the City against all potentially responsible parties and/or their insurance carriers.

## Reserving of Claims

The establishment of reserves is one of the most important tasks we perform for our clients – it impacts critical areas, such as funding levels and budgets. Our philosophy is to set reserves on a “most probable outcome” basis. Our best practice is to establish separate reserves for indemnity and expense; however, we will reserve according to the City’s policy. Adjusters are required to set initial file reserves for indemnity and expenses (legal and adjusting) within five (5) days of assignment. Adjusters review claim reserves each time they interact with a file, and specifically on each diary date. Reserves take into consideration liability as to the City and comparative fault of the claimant/plaintiff, type of injury, damages, prognosis, expenses, and any anticipated general damages. Litigated files include separate reserves for legal expenses based on a current litigation plan and budget.

## Updating Clients on Major Reserve Changes

The City will receive monthly reports which include reserves and/or reserve changes. ClaimsXpress will send push notifications when the reserve change meets the threshold that George Hills and the City have established. Our best practices dictate that all reserve changes be entered as soon as the adjuster becomes aware of the need for a change.

## Supervisory Approval of Reserve Changes

Supervisors must approve all reserves set by an adjuster. The decision-making authority on revising the reserve is initially set at the level where the work is being done. However, large increases in reserves will be reported immediately to the supervisor and/or the City as required.

## Notification and Updating of Excess Insurers

It is the responsibility of the adjuster to promptly report (within 30 days of receiving notice of a reportable claim) any case meeting the reporting requirements of the excess carrier, or as instructed by the City. The adjuster will also provide status reports to the excess carrier/pool (including reports from defense counsel) at the required intervals.

Intercare will notify the City’s excess carrier(s) in any number of situations according to the requirements of the excess policy carrier’s stipulations. First, the excess carrier is notified no later than 30 days after receipt of a reportable claim. Second, notification is sent when reserves are set on any reportable claim or suit involving multiple claims or suits arising out of one occurrence, or any claims or reserves amounting to 50 percent or more of the retained limit. Third, excess carriers are notified regarding Title 42 USC 1983 cases in which a complaint has been served and the plaintiff is represented by legal counsel or with reserves of 25 percent or more of the retained limit.

Lastly, regardless of the reserve, notification is sent on any claim involving the following:

- One or more fatalities
- Loss of a limb
- Loss of use of any sensory organ
- Quadriplegia or Paraplegia
- Third degree burns involving 10 percent or more of the body
- Serious facial disfigurement
- Paralysis
- Closed Head injuries

## Electronic File Management

**Claims Progress Notes** – All file activity is documented in the Notepad of the electronic claim file as it occurs. Dropdown boxes for notepad types allow the adjuster to be specific as to the type of activity (i.e., phone call, correspondence received or sent, claim filed). The subject line allows for further specific yet brief information for an at-a-glance review in CMIS. Notepads are important to document phone conversations or receipt of materials; they serve as a chronological outline of what activity has taken place.

**Claim Documents** – All claim documents are attached to the electronic claims files as they are obtained. This includes text/PDF, spreadsheets, photos, audio and video files, in all electronic media formats. Each document is annotated with a description and a corresponding Notepad entry.

**Diaries** – Upon setup in CMIS, a file review diary is automatically set for the adjuster. Our best practices ensure that each assigned case is reviewed at least one every 30 days for active files, 90 days for extended diaries awaiting activity by others, and up to 180 days on files in which the adjuster is awaiting the expiration of the statute of limitations. All diaries are maintained through CMIS. All activity during the diary review is documented in the Notepad. No claim is re-diaried without specific indication why no further action was taken.

Intercare's claim supervisor will maintain separate diaries and other audit controls necessary to review and ensure timeliness in handling, as well as ensuring other claims standards and reporting requirements are being met.

**Plan of Action (POA)** – The Plan of Action (POA) is a special Notepad document that provides the current summary of the claim, including current financials (payments and reserves), investigation findings, assessment of the exposure, status of litigation (if applicable), and the plan for moving the claim to resolution. The POA is reviewed and regularly updated at each diary review, or whenever there are material changes in the claim. The POA has proven to be an effective tool for managing the file and a valuable resource for our clients, auditors, and when conducting file reviews. The City will have online access to the POA entries in the claim summary view.

## Litigation Management

Through our extensive experience managing claims for hundreds of different public agencies, Intercare has developed the expertise to adapt our litigation management services to fit a wide range of litigation management program structures. This ranges from full litigation management responsibility, including retention and direction of defense counsel and management of defense costs, to basic litigation support for the City's in-house defense team.

Our philosophy and guidelines for providing litigation management services are focused on achieving the best result for our client while aggressively managing costs. This is driven by our litigation best practices, which include:

- Securing the litigation budget within 45 days of assignment to defense counsel. Our adjusters review defense counsel bills in detail to ensure they are reasonable and in line with the litigation budget.
- Training our adjusters to perform a risk weighted analysis early in litigation to establish a target settlement number before incurring extensive defense costs, pursuant to the City's risk protocols.
- Utilizing adjusters to complete tasks when possible, in lieu of an attorney.

- Using statutory settlement offers when appropriate to possibly recover costs if a favorable verdict is received.

When a claim becomes litigated, Intercare's claims adjusters do not simply assign a file to defense counsel and vanish but operate as true litigation managers. We believe it is the responsibility of our claims adjusters to work closely with defense counsel until the case is resolved and the claim file is closed. A good early investigation, coupled with an experienced litigation manager, helps bring the case to an earlier resolution. We strategize early and often with the client and defense counsel and monitor the case to ensure counsel stays on track.

Our full litigation management services include the following:

- Within five (5) days of the assignment by the City, contact will be made by the lead claims adjuster and with any assigned defense counsel. An appropriate plan of action will be discussed, and initial case analysis will be reviewed to determine what course of discovery and motion/defense strategy to implement.
- Within 60 days following the assignment of a case, defense counsel will complete and return a complete case analysis to the City, the Intercare adjuster, and the claims supervisor. The case analysis will include a comprehensive evaluation of the case and formalize the defense strategy crafted by the team.
- In addition to the initial case analysis, counsel will provide an accurate estimate of defense costs for all litigated cases as set forth in the exhibits. Defense counsel is expected to stay within the estimated case budget throughout the litigation and to report on fees expended in relation to the budget as requested.
- After the initial case analysis, defense counsel will provide mandatory written status reports at 60-day intervals, setting forth all substantive developments. The defense attorney handling the claim will prepare the status reports. Defense counsel will report only on new developments since the last report, as it is not necessary to repeat case facts or information previously reported. Status reports will be as objective and straightforward as possible to allow the Intercare adjuster and claims supervisor to meaningfully analyze the case and determine the course of action to be taken.
- Intercare monitors defense counsel to ensure that counsel stays true to the plan of action and within the defense budget. This includes monitoring defense counsel procedures, mandating regular reporting by defense counsel, and reviewing legal bills for appropriateness as directed by the American Bar Association standards or by the City's instructions to ensure the claim is resolved in the most cost-efficient manner.
- Intercare has developed specific guidelines that include creating and monitoring a watch list of any claims that, because of allocated expenses, expense reserves, case reserves, or a combination thereof, may present a threat to pooled funds or have already reached pooled funds. Though the City may wish to assign claims to their watch list for the Litigation Manager, Intercare's watch list typically starts at the primary level. If chosen to provide third-party administration services, Intercare will continue to follow these guidelines to create a watch list of claims that have the potential to exceed the City's SIRs and monitor those claims until the case resolves.

***D. Do you have local representatives who could respond in person to conduct a claims investigation if required?***

If selected as your TPA, we will hire a local representative. Intercare will work with you collaboratively to present the most suitable candidate for your program, located in your area. As a general rule, Intercare does not warehouse adjusting staff. All current adjusters are assigned to a specific program. While we have partial capacities with staff, the City's program requires an addition to our staffing based on the claim volume. However, we have external candidates who are on a waiting list to join Intercare. If the City has adjusters they would like to maintain or would like to have on the program, we will employ an expedited hiring process. The candidate will have the minimum experience required to handle the City's program. Or, if the City has adjusters you would like to maintain or would like to have on the program, we will employ an expedited hiring process. All candidates will have the experience required to handle the City's program.

Intercare's liability adjusters are responsible for conducting claim investigation while keeping the client and management in the communication loop. The adjuster closely collaborates with the client during all phases of the claim process and will keep the City updated on all investigation results.

***E. Describe your corporate policy on file retention, including the following:***

- ***Length of time***
- ***Paper or Electronic***
- ***Access to files after contract termination***

Intercare will maintain and store all files indefinitely once they are closed.

Intercare upgraded to a paperless claims system in July 2011. Therefore, on receipt of a new report of injury the claim is set up in our paperless system. All documents are scanned and digitally stored within our system so there is no physical paper file. Intercare will keep digital images of all claim documents indefinitely at no additional cost. All electronic data is the property of the City.

Any physical files that are not digitized are stored in the managing claims office. Once a file has been closed, Intercare will continue to store that physical file within the managing claims office for a period of one year. After one year, closed physical files are transferred to our off-site storage facility: Iron Mountain. Iron Mountain barcodes each file they receive for easy storage and retrieval. If Intercare needs to retrieve a closed physical file from Iron Mountain, we make a phonecall with the claim number and claimant name. Iron Mountain will locate the file using the barcode, and the file will be mailed to our office. The cost of claims storage and/or retrieval is included in our standard claims administration fees.

All active files are digitized and electronically stored. Any physical files that are not digitized are stored in the managing claims office. Once a file has been closed, Intercare will continue to store that physical file within the managing claims office for a period of one year. After one year, closed physical files are transferred to our off-site storage facility: Iron Mountain. Iron Mountain barcodes each file they receive for easy storage and retrieval. If Intercare needs to retrieve a closed physical file from Iron Mountain, we make a phone call with the claim number and claimant name; Iron Mountain will locate the file using the barcode, and the file will be mailed to our office. The cost of claims storage and/or retrieval is included in our standard claims administration fees.

***F. How does your firm monitor the quality of adjusters' performance?***

All supervisors and claims adjusters have completed our comprehensive training program and have earned a Public Entity Claims Professional (PECP) certification. In addition, we offer ongoing quarterly and

annual training. We ensure quality and consistency through a combination of reasonable workloads, consistent training, proper use of electronic calendar and diary systems, and direct supervisory involvement.

Accuracy relates to complete and correct data input, which will be monitored through review and comparison of files and of loss runs. Attention will be given to missing or inconsistent details. Errors or inconsistencies are researched and traced to the source for correction, and each rare situation is used as a learning tool for the team.

Timeliness relates to knowledge of deadlines, priorities, and recognition of what is necessary to meet the deadline in terms of resources and time with planning to meet the need. In general, claim timeliness relates to proper workload and efficient use of diary systems to calendar deadlines and establish corresponding diaries. For example, establishing diaries ensures timely responses to claims under the Tort Claim Act. In addition, communication from defense counsel and others of deadlines or events is critical.

System reports that allow for monitoring of diaries and flagging of late diaries are utilized at the supervisory and management level to monitor and ensure timeliness.

In addition to the regular supervisory review, Intercare performs quality control audits at the quality control manager level and at the corporate level to ensure optimal service delivery. The quality assurance manager reviews all monthly supervisory audits to identify additional quality assurance and training needs as well as any need for more in-depth focused audits.

The quality assurance manager prepares an audit report and submits directly to the president. The corporate compliance auditors will conduct an annual audit based on Intercare's Best Practices and specific client service instructions. Performance standards are monitored on an ongoing basis. Evaluations on all levels are rated and shared.

Intercare's supervisors provide file handling guidance and coaching as needed through the life of the file to efficiently channel the claim toward an effective resolution.

### **Assignments**

- The supervisor must review and evaluate all new losses and assign to the proper skill level.
- The supervisor should provide detailed handling instructions on all claims that warrant it, based on the type of claim and the skill level of the claim professional.
- Files must speak for themselves through file documentation, with investigation justifying the acceptance/denial of claims.
- Initial diary review should be 30 days from assignment, or shorter if the case warrants it.

### **Diary Reviews**

After the initial review, the supervisor must set a diary for:

- Claims that need additional investigation completed prior to acceptance or rejection of the claim.
- Cases with possible high exposure or that deal with complicated issues/injuries.
- Files must have diary dates set for follow-up as warranted by the supervisor, but not to exceed 90 days.
- Documentation must reflect the results of these reviews.

### **Three-Month Diary Review:**

All open files must be reviewed by the supervisor at this time. The claim professional must complete an entry in the risk management information system (RMIS), and the supervisor must review and approve,

or discuss needed changes. The supervisor should focus on the thoroughness of the investigation and link this to the claim professional's evaluation. In each review, the following should be commented on:

- a. Plan of Action
- b. Estimated value range and future exposure
- c. Adequacy of reserves
- d. What needs to be done to resolve the case

**G. How are caseload levels monitored?**

As part of the quality assurance procedure, the supervisor, manager and senior management monitor caseloads, as well as claim opening and closing statistics on a monthly basis. In the event that caseloads fall outside the agreed upon caseload limit for a period of 90 days, Intercare and the City will meet to review the statistics and evaluate whether a change in the staffing model is appropriate. If the parties agree that a permanent change in the staffing model is necessary, a change in the fee structure will be negotiated between the parties to align caseloads with the new staffing structure and promptly implemented.

As discussed above, the case load of an adjuster is usually based on the complexity of their claims. Typically, adjuster caseloads are 50-75 pending files; senior bodily injury adjusters' caseloads are 125-150 pending files; and senior property adjusters' caseloads are 85-100 pending files. Adjusters handling auto, property, and subrogation claims average between 100 and 125 pending files. We attempt to impose a maximum caseload of 150 pending files.

Intercare supervisors do not carry caseloads to ensure that they can focus on providing oversight and guidance to the staff they supervise. This also allows them to maintain ongoing communication with clients and provide back-up to their team in times of short periods of absence.

**H. What standard reports are available, and what are the ad-hoc reporting capabilities of the information system?**

**Reporting Features:** ClaimsXpress has a set of standard claims handling reports available to every client, but the system can also be customized to produce reports unique and specific to the City. The City can safely and securely access their reports via an automated encrypted email from their Client Success Manager or the dedicated reporting team. All reports can be exported to Microsoft Excel or Adobe PDF formats on demand by either Intercare staff or City staff.

- **Check Register Report:** Provides individual or multiple payments on a claim; is a payment transaction record for each claim.
- **Claim Log Financial Report:** Provides line reports for each claim, including the 'totals' to date paid.
- **Claim Register Report:** Provides multi-line information for each claim with different 'buckets' of payments and reserves broken out for optimum detail.
- **Transaction Register Report:** Provides all payments within a specific time period for a claim.
- **Diary Report:** Provides all work completed and/or in process of being completed on a claim.

Our ability to maintain data and provide enhanced statistical reporting is due to our long use of best practices with technology. Our proprietary iMetrics Business Intelligence Reporting service provides optimum targeted, on-demand data for liability and property claims decision making.

**Ad-hoc Reports:** In addition to the standard report package, the Claims Enterprise system has robust ad-hoc reporting capabilities that allow reports to be created for all data elements captured in the system.

City and/or its departments may choose to receive monthly data transmissions. Intercare will also provide City with training in the ad-hoc reporting system to generate your own reports, if you so choose.

A full list of our standard reports and samples of our most commonly requested reports are included in this proposal as [Exhibit C – Standard Reports](#).

- I. Does your firm intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.***

Intercare does not outsource its core claims handling and administration to subcontractors. Intercare does utilize subcontractors for certain allocated cost and ancillary services such as field investigators, defense attorneys, copy service providers, and Field Case Managers.

## Communication and Customer Service

- A. How do you ensure that all stakeholders are kept informed, and what channels will be used for communication?***

During the transition period, Intercare will work with the City to determine preferred communication methods and frequency. In addition to contact as needed with the City, Intercare will return all calls and emails within 24 hours of receipt to both the City and the claimant.

### Communication

Phone calls and emails will be returned within 24 hours. All other written communication will be responded to within three (3) business days.

### Contact

- 24-hour emergency contact will be made within one (1) hour of assignment or phone call.
- Initial contact will be made with the insured/client, claimant, and witness within one (1) business day of receipt of their information. If no contact is made with the claimant, two (2) subsequent contact attempts via telephone will be made within the first 48 hours after receipt of the claim. If we do not have contact information for the claimant, or have incorrect information, extra attempts will be made to secure correct contact information, such as a Google or online 'white pages' search. If the City's protocols are such that a claimant is not to be contacted, this will be documented in the adjuster's file notes.
- An acknowledgement letter or email will be sent to all pertinent parties containing the adjuster's contact information and claim number unless instructed otherwise.

- B. How do you handle changes or adjustments to the contract, and what communication protocols will be in place for such changes?***

Our approach to communication is simple. Communication should be clear, consistent, and respectful at all times. Listening in order to learn and understand is the most important part of communicating. Our communication with the City will always reflect a collaborative team approach. Our goal is to learn the City's culture and become fully engaged in the success of the program.

In addition to the program team referenced above, the City will have an assigned client success manager within Intercare who will work closely with the team to facilitate onboarding of the account, support any service needs or concerns, and address any contract issues.

Troubleshooting of the contract begins with open communication. We will approach City with any contractual issues that we face as soon as they arise, and we request that City do the same. Most issues can be addressed through consistent, respectful communication. For example, in the event that the scope of work falls outside of that agreed upon, Intercare and the City will meet to review the statistics and evaluate whether a change in the staffing model is appropriate. If the parties agree that a permanent change in the staffing model is necessary, a change in the fee structure will be negotiated between the parties to align with the new staffing structure.

***C. How do you define and measure your customer service standards, and what methods do you use to ensure customer satisfaction?***

Our customer service is exceptional and results in a successful partnership with our clients.

Intercare managers and supervisors document and log all customer service issues regarding satisfaction, service concerns or complaints; and then initiate a plan of action to resolve the issue. Intercare will investigate to determine what needs to be done to remedy the issue, such as additional training, staff counseling, system adjustments, etc. All activity is logged in our “Complaint/Issue Log”, which can be shared with the City on a monthly basis so we can track resolution together.

**Constant Communication**

Our staff knows that without regular communication with all stakeholders in the claims process, simple matters can sometimes go off the rails. That is why our staff maintains constant, proactive communication with all relevant parties. This includes returning all calls and emails within 24 hours, or one business day of receipt.

**Customer Satisfaction Survey**

A key element of our efforts to achieve client satisfaction is our annual customer service satisfaction survey. Your designated account manager will be responsible for conducting a survey each year of the City’s staff, service providers, and vendors using a random sample of 10% of claims received in the preceding 12 months and 1% of other contacts, such as client contacts, vendors, and service providers. Your assigned account manager will share the results with the adjusting team and the City.

Please refer to **Exhibit D – Sample Survey** to learn more.

**Strict Performance Auditing**

In addition to regular communication, high quality claims administration requires close supervision and auditing to monitor and measure performance. To this end, we have strict internal audit protocols that allow us to be proactive and confirm compliance with each client’s service instructions, State requirements, and Intercare’s own Best Practices.

**Best Practices in Claims Approach**

Our Best Practices General Liability Claims Handling Manual and Best Practices General Liability Litigation Manual are followed by all claims processors, adjusters, and supervisors in addition to the specific rules, regulations, and requirements of each individual client. These manuals support the scope of work, procedures, processes, and requests of the City. Our stated mission is always “to provide the highest level of quality, customer-focused claims service”. We accomplish this by assigning teams of experienced individuals who have managed similar accounts for many years.

Our best practice approach to claims management centers around early communication and transparency of information. Early communication with claimants leads to faster claim resolution, and the transparency of information provided to the City gives insight to the claims process from inception to close.

### Best Practices in Quality Control

Our processes, procedures, and methodologies center around adjuster accuracy and customer satisfaction. Quality control comes at the technological (automated) level, and at the human (adjuster/supervisor) level by Supervisors and Client Success Managers.

### Best Practice Claims Data and Information Management

Our Claims Management Information System (CMIS) provides Intercare and our clients with exceptional expert resources. We can rely on our system's commitment to security to ensure your data is safe; to demonstrate this commitment, our team completes an annual disaster recovery exercise to safeguard against potential data loss.

Timely resolution of claims is another best practice we employ. Generally, the longer a file is open the costlier it is for our clients. Superfluous open reserves on a client's book of business can negatively affect financial results. As such, one of the items reviewed by supervisors when they audit files is timeliness of closures. The supervisor will also review whether the adjuster is continuing to update the claim diary. Every time an adjuster interacts with a file, they should do everything necessary to move the file closer to resolution.

### Cost Saving Methods

Through our efficient and thorough investigation, there is a two-point contact within one (1) business day of receipt of each claim. We ensure the liability investigation is completed early, and many claims are not pursued when they are denied or rejected early in the process. In these instances:

- **Attorneys Will Likely Pass On The Case:** Attorneys are less likely to take a case that has already been denied.
- **Establishing Defense Early:** By not establishing your defense position early, a claimant is often more likely to think they will receive a settlement.
- **Securing Witness And Claimant Statements Early:** This action is essential, lest they forget critical details or revise the facts to help their position.
- **Indexing Claimants Pursuing Injury Claims:** We verify if they have made similar claims in the past, and/or have prior injuries that are unrelated to our matter.
- **Secure Complete Medical Records:** If there is liability and injuries are claimed, we secure complete medical records to check for pre-existing conditions.

We explore all tender possibilities based on the claimants' allegations, because allegations trigger coverage regardless of liability.

Our primary concern is customer service. As your partner, we will always do whatever it takes to ensure client satisfaction and a smooth delivery of service.

***D. Provide examples that demonstrate your ability to provide effective communication and customer service.***

#### Oakland Unified School District

In this claim, a large, 70-year-old oak tree fell onto the claimant and a vehicle as the claimant was walking her dog. The tree was determined to be the responsibility of Oakland Unified School District (OUSD). The claimant was transported by ambulance to the emergency room for injuries to her back, pelvis, left knee, and left



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

leg. The claims team confirmed through OUSD that no document maintenance records existed for the subject tree.

Based on the nature of the events and the investigation by the team, this was viewed as a case of probable liability, although weather was also deemed a factor. Our claims team made early contact with the claimant and worked with her for close to a year, maintaining rapport and preventing attorney involvement. The team was able to obtain a signed medical authorization from the claimant and took steps to secure all related medical records including medical billings from her medical providers.

Total related medical billings were in excess of \$30,000. The claimant’s initial settlement demand was \$300,000, but the claims team was able to negotiate and the claim was settled for \$50,000. Early engagement and continued communication with the claimant dissuaded her from seeking counsel, which would have made this claim a much bigger case with potential for litigation.

Intercare believes that customer service and customer satisfaction is paramount to our programs’ success. We have built our reputation on the successful handling of claims programs for a wide variety of customers. We understand that each client is unique and has specific requirements for a successful program. We work hard to develop a transparent and collaborative partnership with all our clients. Our account managers ensure that all agreed-upon services are delivered in a timely, effective manner and measure the results of those services to ensure ongoing and continuous improvement.

### Risk, Performance, and Quality Assurance

- A. Submit no more than five (5) references of current municipal or public entity clients for whom you provide TPA services. Include agency name, contact name, address, phone number, and a brief description of the services provided.**

Name	Contact	Services Provided
<b>University of Washington Hospital System</b>	Karin Nyrop <i>Dir. Of Claims Services, Compliance &amp; Risk Services</i> knyrop@uw.edu (206) 543-3657 4300 Roosevelt Way NE Seattle, WA 98195	Professional Liability Claims Administration Services
<b>Public Risk Innovation, Solutions, and Management (PRISM)</b>	Heather Fregeau <i>PRISM Chief Claims Officer</i> hfregeau@prismrisk.gov (916) 850-7329 75 Iron Point Circle, Suite 200 Folsom, CA 95630	Liability & Property Claims Administration Services
<b>Evergreen Healthcare</b>	Heidi Krannitz <i>Dir. Of Risk Management</i> hkrannitz@evergreenhealthcare.org (425) 899-2615 122040 NE 128 <sup>th</sup> Street Kirkland, WA 98034	Workers’ Compensation Third Party Claims Administrator & Professional Liability Claims Administration Services

<p><b>County of Sacramento, CA</b></p>	<p>Sarah Baker <i>Risk Manager</i> bakesar@saccounty.gov (916) 876-5019 PO Box 130 Sacramento, CA 95827</p>	<p>Liability &amp; Property Claims Administration Services</p>
<p><b>County of Alameda, CA</b></p>	<p>Lucretia Akil <i>Dir. Of Risk Management</i> Lucretia.akil@acgov.org (510) 208-9848 125 12<sup>th</sup> Street Suite 300 Oakland, CA 94607</p>	<p>Liability &amp; Property Claims Administration Services</p>

***B. The city’s excess insurer requires review and approval of all TPA firms. Currently, the city’s primary excess carrier is Safety National. Are you an approved TPA for Safety National? If not, will you complete the process to become an approved TPA firm?***

Intercare is an approved TPA with Safety National.

***C. How many municipal government employer clients do you currently serve?***

Intercare serves over 440 public entity clients across the country. These are cities, counties, school districts, transit authorities, utility and water districts, hospital districts, and governmental risk pools and their members. 200 of those are municipal government employers.

***D. If your firm has had a contract terminated during the past five years, list all such incidents. Submit full details of all terminations experienced by the proposer during the last five years, including the terminating party’s name, address, and telephone number. Present the proposer’s position on the matter.***

Intercare has not experienced a termination for default in the last five years.

***E. Disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of the proposing organization; or warrant that no such condition is known to exist.***

As a TPA, Intercare is occasionally named in complaints arising out of our actions in managing claims on behalf of our clients. In some cases, the allegation is a result of mistaken identity – we are a third party administrator and not an insurance company. Intercare’s record in avoiding and preventing regulatory penalty exposures and managing our professional liability exposures has been exemplary, and we are not aware of any adverse litigation that would materially affect our operation.

Intercare has never been debarred by a public agency.

***F. All Proposers shall disclose with their proposal if they have received any sanctions for a non-conforming performance by the Washington State Department of Labor and Industries in the past three years. (Subject to verification with the Department of Labor and Industries.)***

Intercare has not received sanctions for any non-conforming performances by the Washington State Department of Labor and Industries within the past 3 years.

## Scope of Services

Intercare will provide the following TPA services:

### A. Claims Administration

1. Intercare will provide high-quality liability claims-adjusting services with qualified adjusters experienced in public-entity claims adjusting.
2. Intercare will coordinate claims handling activities with the City's Risk Manager. We recognize the City's involvement is significant and may exceed that of other clients, and will factor this into staffing requirements.
3. Intercare will set up a claim file within 24 business hours of receipt of the claim.
4. Intercare will send an acknowledgment letter for all new files opened.
5. Intercare will review the claim to verify that the claim complies with Washington state filing requirements.
6. With prior approval of the City's Risk Manager on a per-claim basis, Intercare will issue appropriate letters and notices to the claimant advising us of any deficiencies, claim rejections, claim denials, or any other pertinent correspondence as required.
7. Intercare will maintain a complete claim file for each reported claim. This file will be available for the City's review at any time. The claim file will include liabilities with reserves, claimant contacts, notes, regular follow-up, investigatory steps, plan of action, and recommendations on claim disposition. The claims file will be available electronically in the format required by the City's Risk Manager for viewing by City staff.
8. Intercare will establish claims calendar diaries so that all claims are reviewed at a minimum of every thirty (30) calendar days. Intercare will record in the file that the claims review was conducted.
9. Intercare will document all correspondence relating to the claim, including phone conversations, in-person meetings, and electronic communication, including the date, names of individuals involved, content of discussions, and next steps.
10. Intercare will assign an initial reserve within 15 calendar days of claims assignment. Intercare will maintain adequate claim reserves and provide periodic updates on regular reserves to the City. We recognize the reserve formulas and practices are subject to review and approval of the City's Risk Manager.
11. Intercare will establish and document in the claim file the initial direction on the claims handling and investigation within five (5) working days of receipt of the claim.
12. Intercare will coordinate investigations of litigated claims with attorneys approved by the City, and where appropriate, with adjusters and attorneys of the excess carrier.
13. Intercare will review all claimed damages for causal relationship and reasonableness of charges.
14. Intercare will provide prompt resolution of non-contested claims.
15. If the claim is to be accepted, Intercare will gather damages documentation, and with prior written approval on a per-claim basis from the City, negotiate a reasonable settlement for final presentation to the City for approval or ratification. All settlement discussions with the claimant will be conducted in accordance with the City's guidelines and subject to the City's approval.

16. Intercare recognizes all claim settlements require approval from the City, with those exceeding \$20,000 requiring approval from the City council. Intercare recognizes we have no authority to settle claims. With the City's approval, Intercare may arrange for independent investigators or other experts to the extent deemed necessary in connection with processing the qualified claim or loss.
17. Intercare will maintain current knowledge of all City liability coverage in effect and reporting requirements for excess insurance carrier(s). Intercare will provide updated reports on claims as requested.
18. Intercare will provide a written report for proposed claims settlement or recommended claims denial.
19. Intercare will respond promptly and courteously to inquiries from claimants, claimant representatives, and City staff.
20. Intercare will consult and cooperate with the City and its employees to achieve a successful program, including full cooperation with claims audits. Intercare will assign claim staff to the City's account and changes in claims staff will be communicated to the Risk Manager well in advance.

**B. Claims Investigation and Management**

1. Intercare will assertively investigate each claim using competent and qualified personnel to evaluate potential liability and damages. We recognize the City reserves the right to require additional investigation. With the City's approval, Intercare will engage external persons or firms for specialized investigative work.
2. Intercare will contact all witnesses promptly after receiving the claim. Intercare will document the description of the incident or related injuries, as well as attempts to contact witnesses.
3. Intercare will ensure that the City department and designated employees have submitted statements before determining liability. Intercare will obtain relevant work orders, reports, and records as appropriate.
4. Intercare will promptly assess and identify claims exposure that may exceed \$50,000 and notify the City.
5. Intercare will investigate potential subrogation and third-party liability situations in all cases involving third parties; with the City's approval, Intercare will pursue recovery from third parties as appropriate.
6. Intercare will identify all subrogation claims and initiate a written report to the City on the potential success of Subrogation. Intercare will identify all costs, including attorney fees, involved in specific subrogation eligible files. Intercare will provide recommendations based upon cost-benefit analysis of potential subrogation files.
7. Intercare will assist in the preparation of litigated cases and participate as needed in hearings and settlement actions.
8. Intercare will prepare and provide legal counsel with a complete electronic claim file copy within five (5) working days of notice of litigation.
9. Intercare acknowledges the City's expectation of the electronic maintenance of records.
10. Intercare will provide narrative or analytical reports of litigated cases whenever requested by the City.

11. Intercare will act as the City's Reporting Agent in compliance with the Medicare Secondary payer requirements under the CMS Section 111 Mandatory Reporting program.
12. Intercare recognizes that inactive files are reviewed with the City within sixty (60) calendar days of last activity.

**C. Claims Analysis and Reporting**

1. Intercare will inform City staff of any changes to current laws that could have an impact on the City's liability claims program.
2. Intercare will advise City staff of any claim trends that may have an impact on the City's claim program. Intercare will provide data and analytics regarding the City's program to the Risk Manager monthly.
3. Intercare will provide ad hoc reports upon request from the City.
4. Intercare will provide statistical reports monthly that depict claims opened or closed per month, payments that have been issued, and current reserves on all open claims. Intercare will provide other reports as needed.
5. Intercare will respond to any inquiries the City's excess carrier may have regarding any particular claim, as well as provide the excess carrier with any reports requested.
6. Intercare will retain and store all claims records in an electronic format that is accessible to the City.
7. Intercare will maintain a documented, electronic claim file for each claim assigned. Files will contain all pertinent claim data to support the disposition and will remain the exclusive property of the City.

**D. File Reviews**

1. Intercare recognizes that the City will conduct regular file reviews throughout the year. Intercare will be prepared to attend review meetings as requested by the City, whether on a regular scheduled basis or an ad hoc basis.

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION  
REQUEST FOR PROPOSAL #2026-001 THIRD PARTY CLAIMS ADMINISTRATOR (TPA)  
SERVICES**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

**THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.**

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),  
Intercare Holdings Insurance Services, Inc. hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

**The Supplier, Intercare Holdings Insurance Services, Inc., certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. and Title 2 CFR Part 180 are applicable thereto.**



Signature of Authorized Official

Executive Vice President of Business Development

Title of Authorized Official

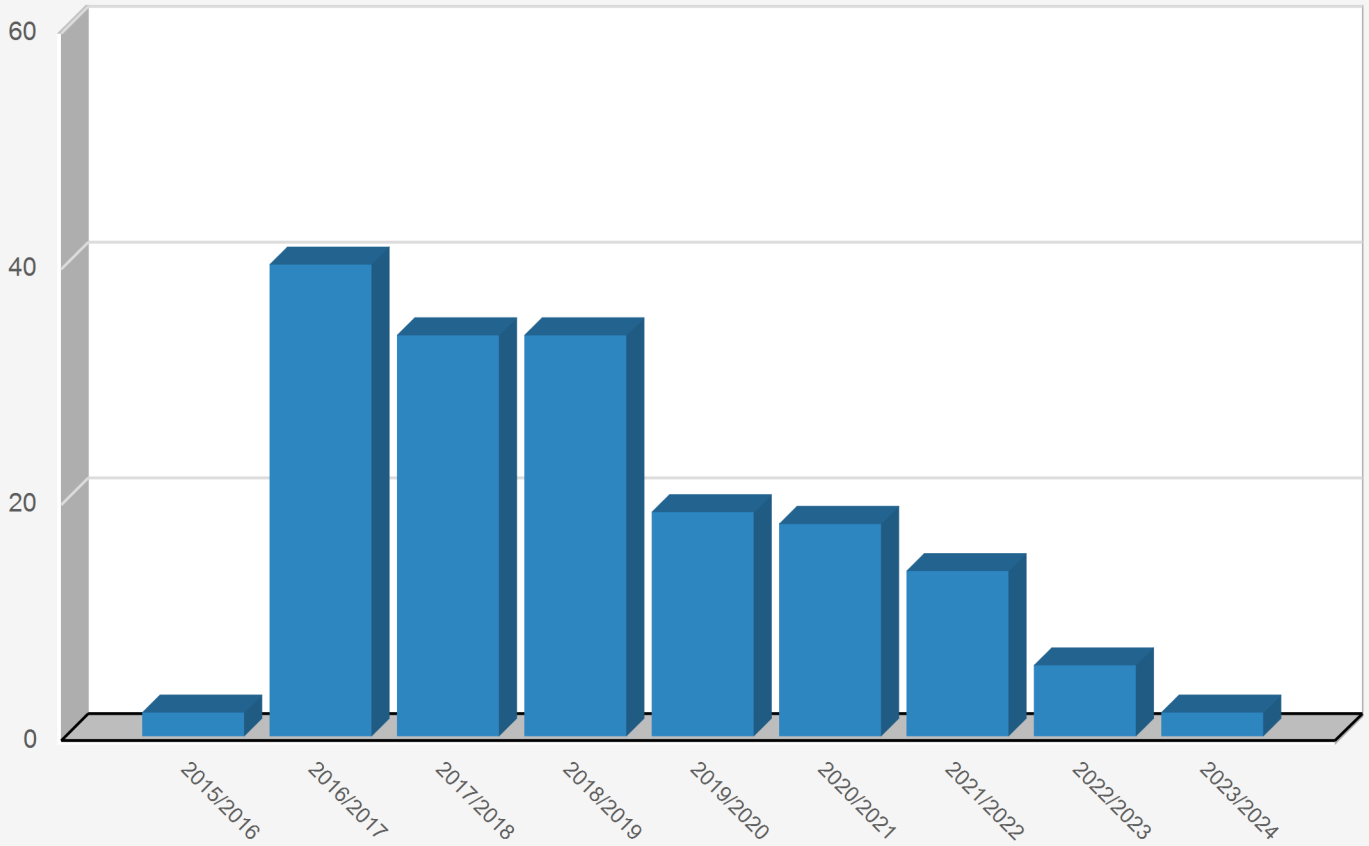
March 25, 2026

Date

# Claims Inventory

Valued as of 11/30/2025

■ Total Open Claims   
 ■ Total Closed Claims

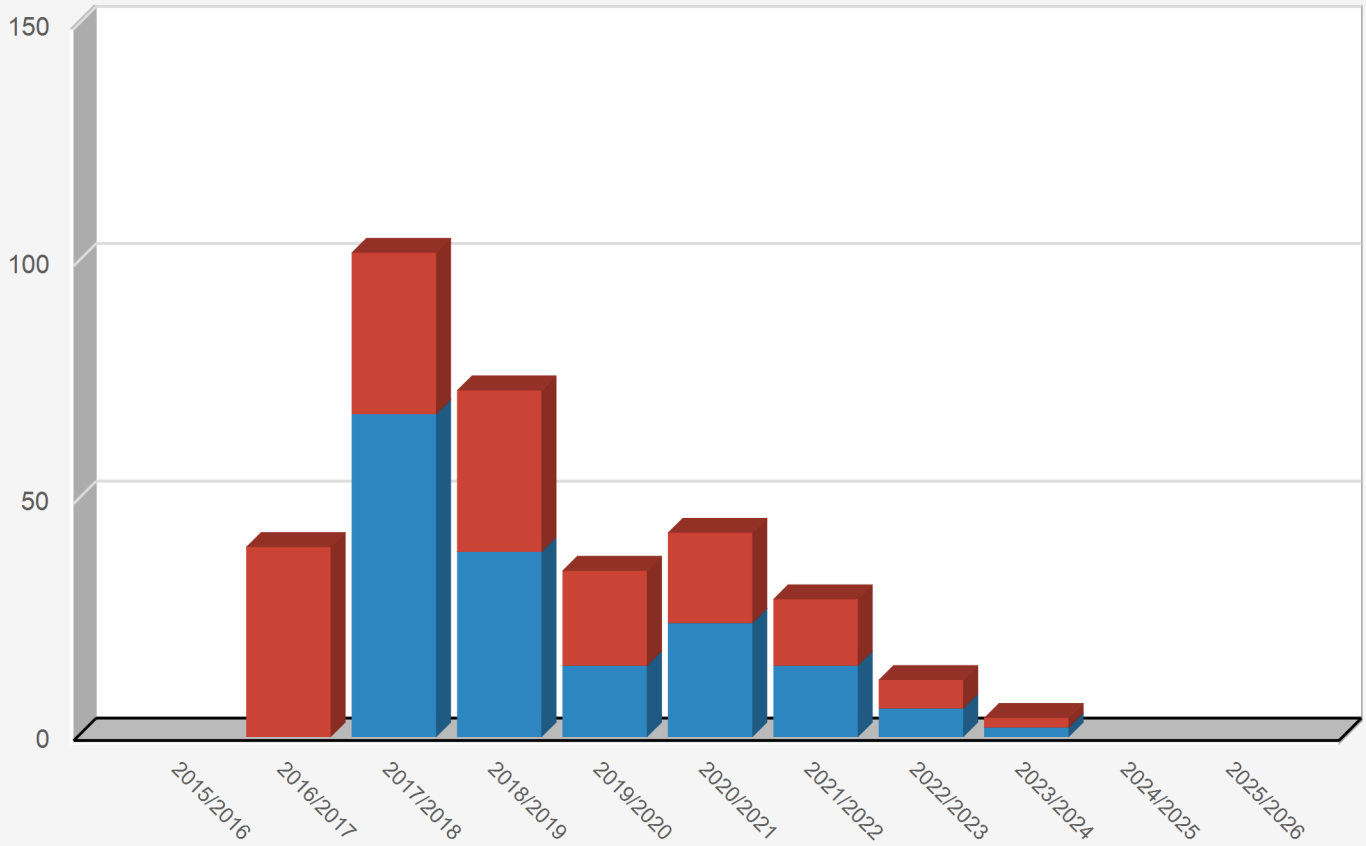


Claims Per DOL - Fiscal Year	Open Litigated Claims	Open Non-Litigated Claims	Total Open Claims	Total Closed Claims	Total Claims
2015/2016	0	0	0	2	2
2016/2017	0	0	0	40	40
2017/2018	0	0	0	34	34
2018/2019	0	0	0	34	34
2019/2020	0	0	0	19	19
2020/2021	0	0	0	18	18
2021/2022	0	0	0	14	14
2022/2023	0	0	0	6	6
2023/2024	0	0	0	2	2
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>169</b>	<b>169</b>

# Claims Closures

Valued as of 11/30/2025

Claims Opened Claims Closed

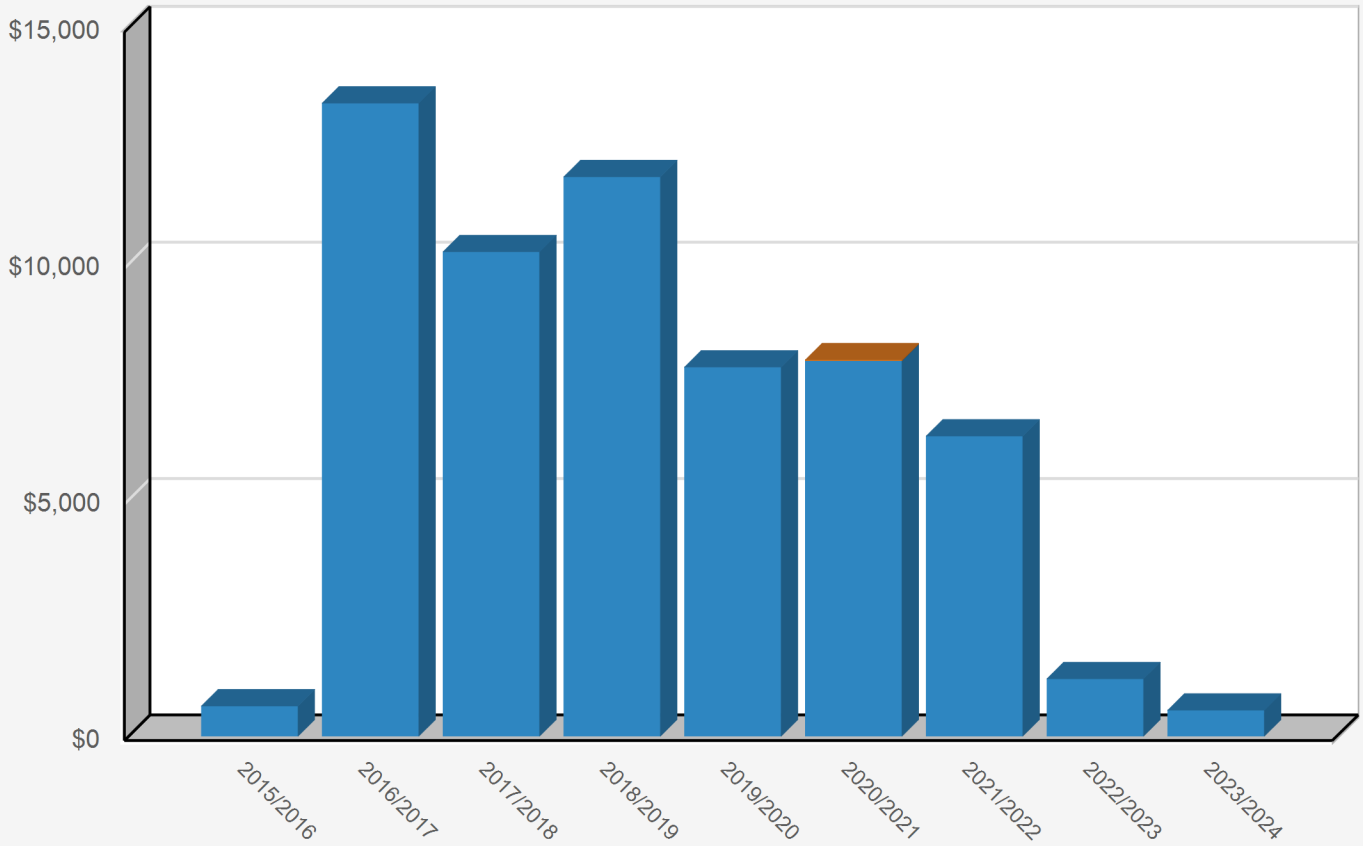


Fiscal Year	Claims Opened During Fiscal Year (Regardless of DOL)	Claims Closed During Fiscal Year (Regardless of DOL)	Closing Ratio
2015/2016	0	0	0.00%
2016/2017	40	0	0.00%
2017/2018	34	68	200.00%
2018/2019	34	39	114.71%
2019/2020	20	15	75.00%
2020/2021	19	24	126.32%
2021/2022	14	15	107.14%
2022/2023	6	6	100.00%
2023/2024	2	2	100.00%
2024/2025	0	0	0.00%
2025/2026	0	0	0.00%
<b>Total</b>	<b>169</b>	<b>169</b>	<b>100.00%</b>

# CLAIM FINANCIALS - Fiscal Year Historical Summary

Valued as of 11/30/2025

■ Total Paid ■ Total Outstanding

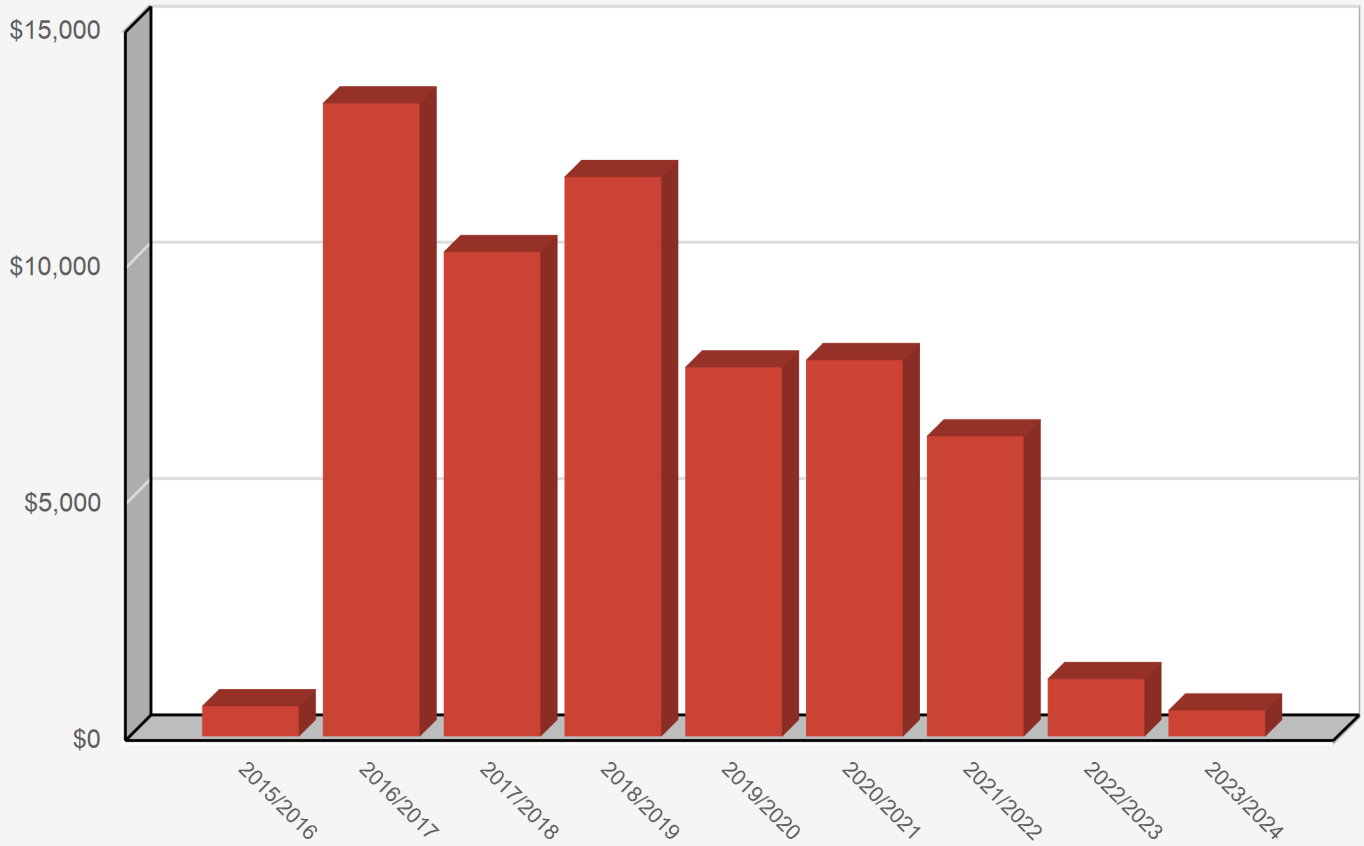


Claims Per DOL - Fiscal Year	Total Paid	Total Reserves	Total Incurred
2015/2016	\$638	\$0	\$638
2016/2017	\$13,399	\$0	\$13,399
2017/2018	\$10,252	\$0	\$10,252
2018/2019	\$11,839	\$0	\$11,839
2019/2020	\$7,812	\$0	\$7,812
2020/2021	\$7,948	\$17	\$7,965
2021/2022	\$6,352	\$0	\$6,352
2022/2023	\$1,215	\$0	\$1,215
2023/2024	\$550	\$0	\$550
<b>Total</b>	<b>\$60,005</b>	<b>\$17</b>	<b>\$60,022</b>

# SIR and Excess - INCURRED

Valued as of 11/30/2025

■ Total SIR Incurred 
 ■ Total Excess Incurred

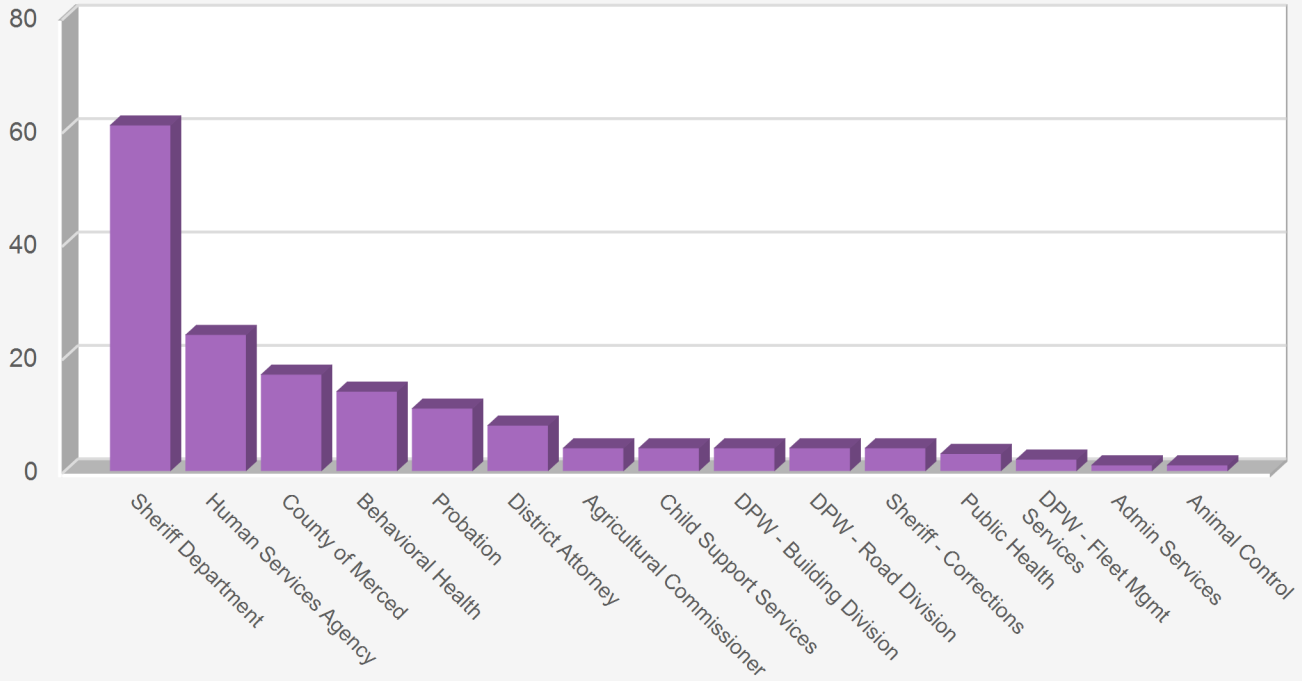


Claims Per DOL - Fiscal Year	Total SIR Incurred	SIR # of Claims	Total Excess Incurred	Excess # of Claims	Grand Total Incurred	Grand Total # of Claims
2015/2016	\$0	0	\$638	2	\$638	2
2016/2017	\$0	0	\$13,399	40	\$13,399	40
2017/2018	\$0	0	\$10,252	34	\$10,252	34
2018/2019	\$0	1	\$11,839	33	\$11,839	34
2019/2020	\$0	0	\$7,812	19	\$7,812	19
2020/2021	\$0	0	\$7,965	18	\$7,965	18
2021/2022	\$0	0	\$6,352	14	\$6,352	14
2022/2023	\$0	0	\$1,215	6	\$1,215	6
2023/2024	\$0	0	\$550	2	\$550	2
<b>Total</b>	<b>\$0</b>	<b>1</b>	<b>\$60,022</b>	<b>168</b>	<b>\$60,022</b>	<b>169</b>

## CLAIM COUNT - Department Historical Summary (Loss Dates from 7/1/2015 to 11/30/2025)

Valued as of 11/30/2025

■ # of Claims

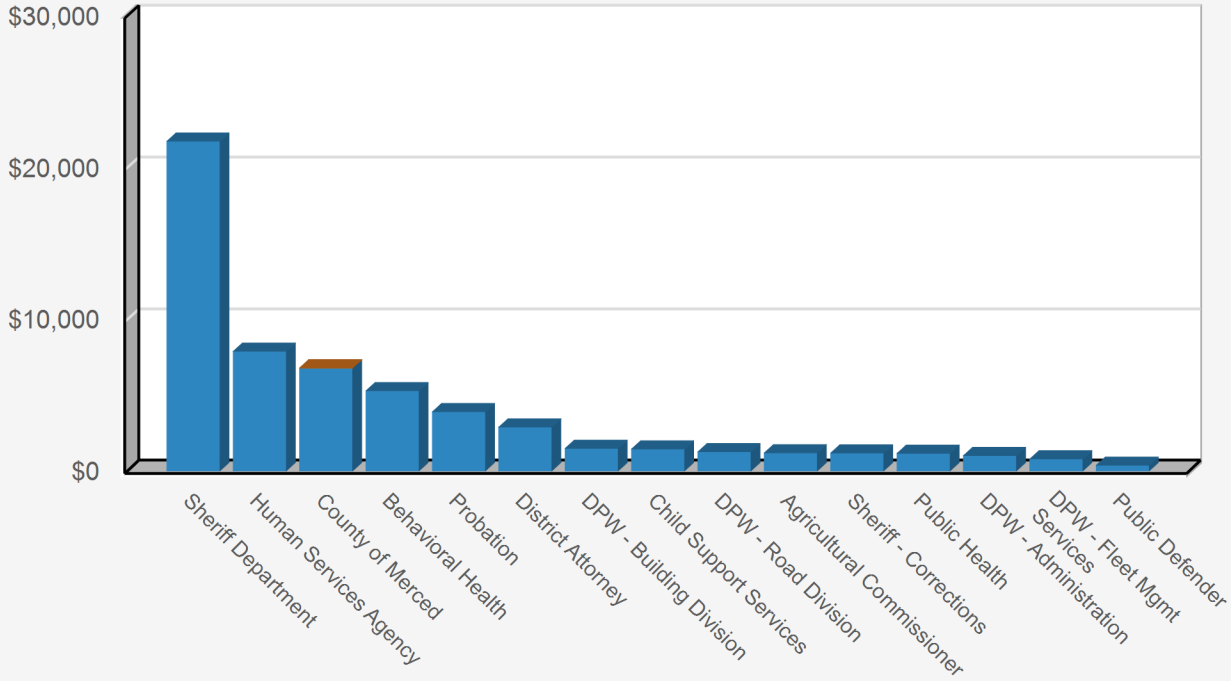


Department	# of Claims	% of Claims
Sheriff Department	61	36.09%
Human Services Agency	24	14.20%
County of Merced	17	10.06%
Behavioral Health	14	8.28%
Probation	11	6.51%
District Attorney	8	4.73%
Agricultural Commissioner	4	2.37%
Child Support Services	4	2.37%
DPW - Building Division	4	2.37%
DPW - Road Division	4	2.37%
Sheriff - Corrections	4	2.37%
Public Health	3	1.78%
DPW - Fleet Mgmt Services	2	1.18%
Admin Services	1	0.59%
Animal Control	1	0.59%
All Other Departments	7	4.14%
<b>Total</b>	<b>169</b>	<b>100.00%</b>

# CLAIM FINANCIALS - Department Historical Summary (Loss Dates from 7/1/2015 to 11/30/2025)

Valued as of 11/30/2025

■ Total Outstanding    ■ Total Paid



Department	Total Paid	Total Reserves	Total Incurred
Sheriff Department	\$21,752	\$0	\$21,752
Human Services Agency	\$7,896	\$0	\$7,896
County of Merced	\$6,784	\$17	\$6,802
Behavioral Health	\$5,297	\$0	\$5,297
Probation	\$3,909	\$0	\$3,909
District Attorney	\$2,895	\$0	\$2,895
DPW - Building Division	\$1,494	\$0	\$1,494
Child Support Services	\$1,452	\$0	\$1,452
DPW - Road Division	\$1,269	\$0	\$1,269
Agricultural Commissioner	\$1,198	\$0	\$1,198
Sheriff - Corrections	\$1,187	\$0	\$1,187
Public Health	\$1,166	\$0	\$1,166
DPW - Administration	\$1,019	\$0	\$1,019
DPW - Fleet Mgmt Services	\$794	\$0	\$794
Public Defender	\$376	\$0	\$376
All Other Departments	\$1,518	\$0	\$1,518
<b>Total</b>	<b>\$60,005</b>	<b>\$17</b>	<b>\$60,022</b>

Subject: City of [REDACTED] / Workers' Compensation Customer Satisfaction Survey

Your Claim Number: 19-12XXXX

Dear \_\_\_\_\_:

Thank you for taking the time to provide us with feedback regarding the handling of your claim by our Intercare team. Your opinion is important to us as it will enable us to continuously improve the services we provide to you.

Please assist us by completing a brief survey on line by using the below web link:

[https://www.surveymonkey.com/r/\[REDACTED\]](https://www.surveymonkey.com/r/[REDACTED])

Thank you!



*Connie Hampson*

Account Manager, Client Services

**intercare**

**Intercare Holdings Insurance Services, Inc.**

P.O. Box 579

Roseville, Ca 95661

Office: [REDACTED]

Cell: [REDACTED]

Fax: [REDACTED]

Email: [\[REDACTED\]](mailto:[REDACTED])



City of [REDACTED] - Workers' Compensation Customer Satisfaction Survey

Thank you for taking the time to provide us with your feedback. Your opinion is important to us as it will enable us to continuously improve the services we provide to you.

**\* 1. What is your Intercare Claim Number?**

**\* 2. Upon the filing of your claim, initial contact with you was completed by the Intercare claims staff within:**

- 0-3 Business Days
- 4-6 Business Days
- 7-10 Business Days
- 11 or more Business Days
- Initial Contact Was Not Made

**\* 3. If subsequent calls were made to the Intercare claims staff, how quickly were your calls returned?**

- Same Day
- 1-2 Business Days
- 3 or More Business Days

- Calls Not Returned
- Not Applicable

**\* 4. How satisfied were you with the level of courteousness and professionalism demonstrated by the Intercare staff?**

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied

**\* 5. Were you satisfied with the Intercare adjuster's ability to effectively answer your questions?**

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied

**6. Comments?**

Submit

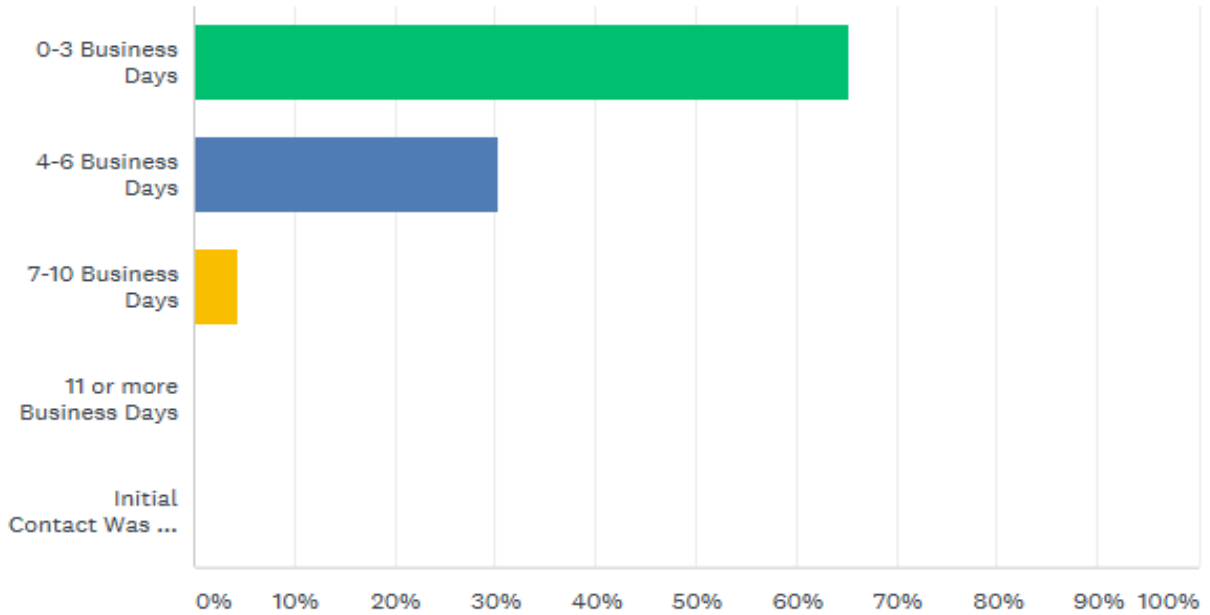
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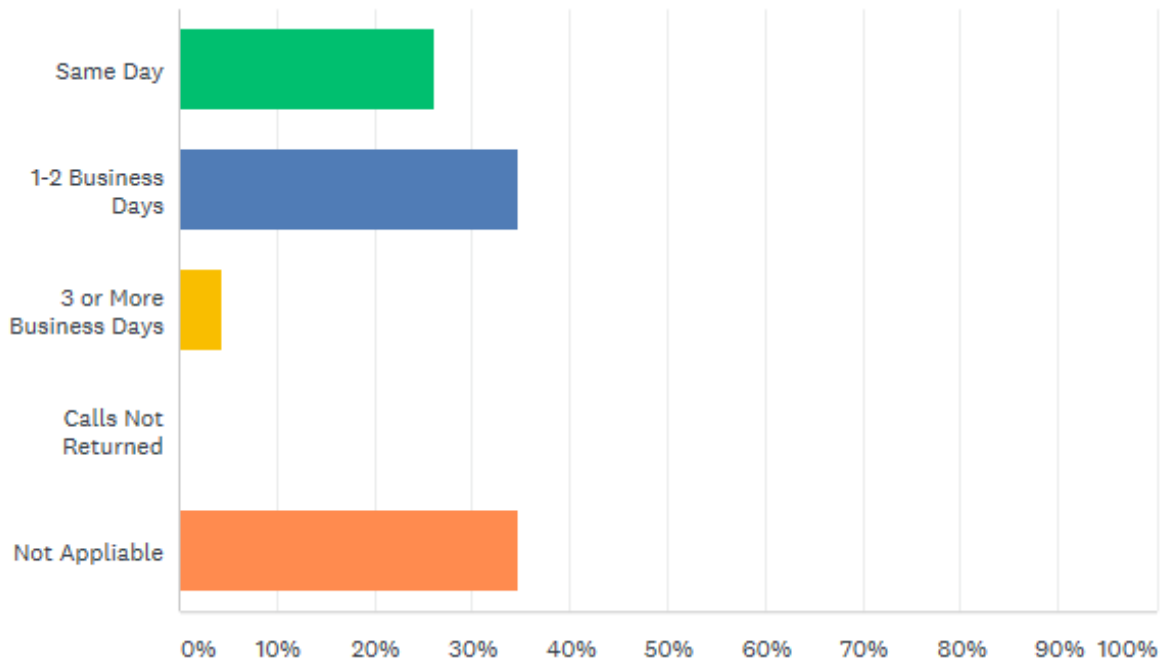
# City of [REDACTED]

## Employee Satisfaction Survey Results

**Q: Upon the filing of your claim, initial contact with you was completed by the Intercare claims staff within:**



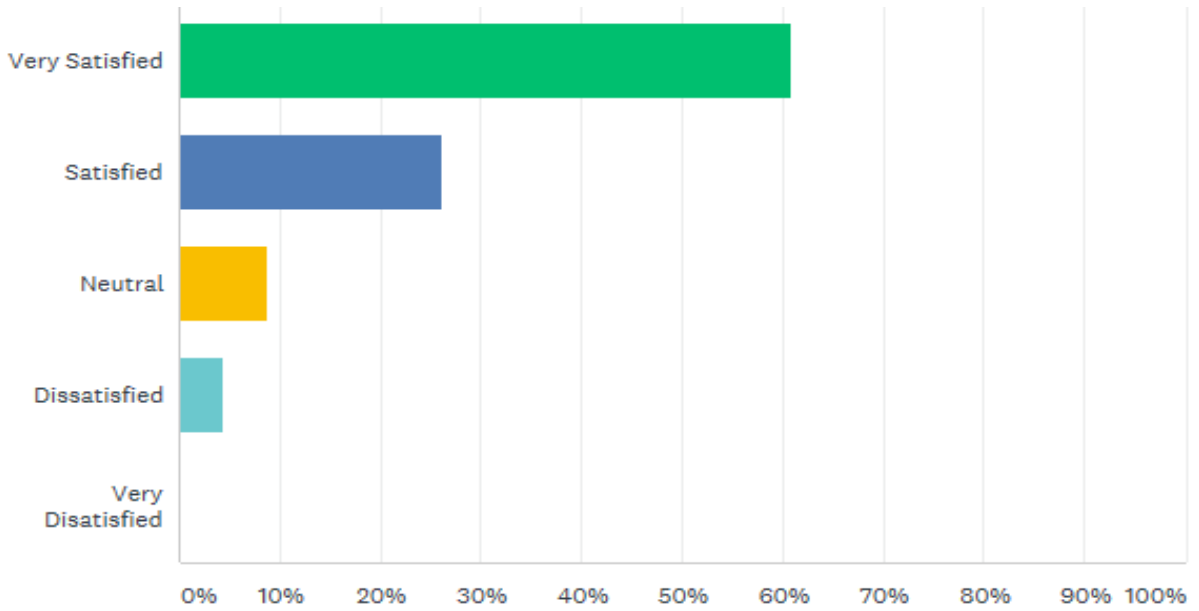
**Q: If subsequent calls were made to the Intercare claims staff, how quickly were your calls returned?**



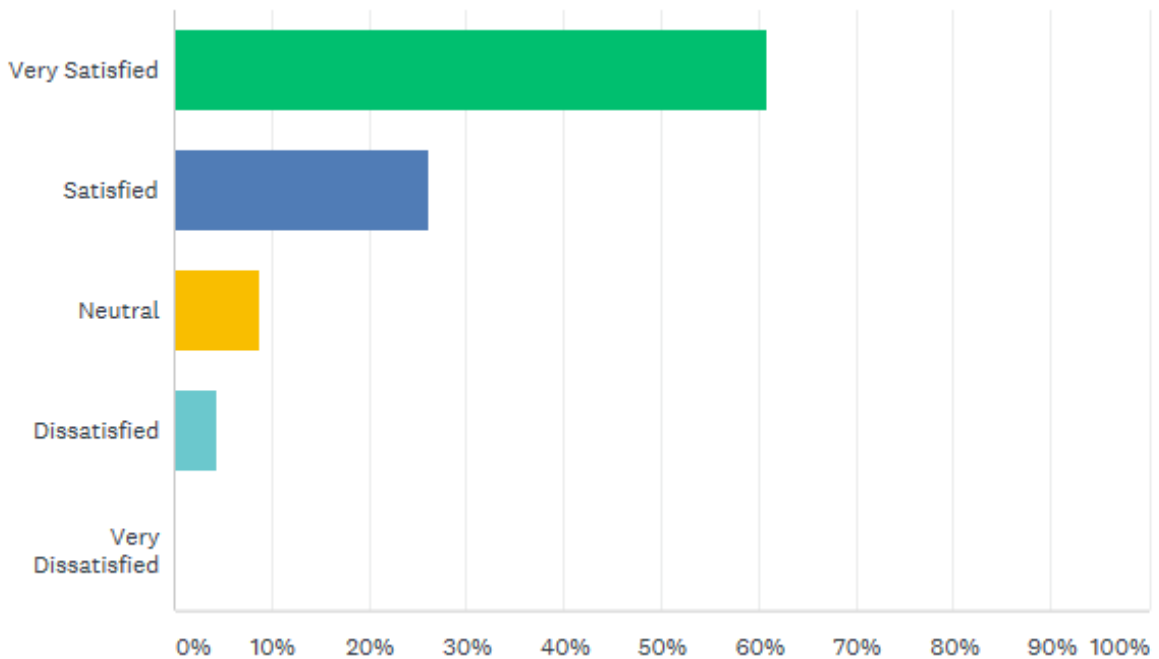
# City of [REDACTED]

## Employee Satisfaction Survey Results (cont.)

**Q: How satisfied were you with the level of courteousness and professionalism demonstrated by the Intercare staff?**



**Q: Were you satisfied with the Intercare adjuster's ability to effectively answer your questions?**



# City of [REDACTED]

## Employee Satisfaction Survey Results (cont.)

---

### Employee Comments:

Very impressed with Intercare. I had never been on disab, but mine went very smoothly. Adjuster was great. She always returned calls the same day.

Adjuster seemed very proactive in helping me resole any issues and seemed sincerely concerned for my well-being. Thx

Adjuster was superb. Very attentive and clear about the process. Completely the opposite experience from [REDACTED]. Thank you for the change. I was back to work quickly.

I have been trying to get into see another doctor in the [REDACTED] MPN and Intercare has not been able to provide authorization for me to see that doctor. Why have doctors in a MPN if Intercare still needs to request 10 years of records to see if I've been in a vehicle accident or not?

**EXHIBIT B**  
**RFP #2026-001 Third Party Claims Administrator (TPA) Services**  
**(ATTACHED)**



# PROCUREMENT

## Request for Proposal #2026-001

Procurement Professional Point of Contact:  
 Theresa Bauccio-Teschlog, MBA, NIGP-CPP, CPPB  
 Procurement Manager  
 (425) 257-8901  
[bids@everettwa.gov](mailto:bids@everettwa.gov)

### Third Party Claims Administrator (TPA) Services

<b>TIMELINE</b> - The following represents the schedule for this solicitation.	
<b>Event</b>	<b>Date</b>
Issue Date .....	February 26, 2026
Deadline for Final Questions.....	March 15, 2026, at 11:59 p.m. Pacific Time
Proposal Due Date .....	March 25, 2026, at 11:59 p.m. Pacific Time
Anticipated Award .....	May 2026
Anticipated Contract Start Date .....	June 2026
Anticipated Contract Term	3 years with continuous two (2) year extension options at the sole discretion of the City of Everett
<p><b>E-mailed or delivered Proposals are acceptable.</b></p> <p><b>Submit Proposals to:</b></p> <p><b>E-mail: <a href="mailto:bids@everettwa.gov">bids@everettwa.gov</a> OR</b></p> <p><b>If delivery to Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201, <b>call</b> to access the locked elevator.</b></p> <p>Delivered proposals are accepted Monday through Friday, from 8:00 am to 3:00 p.m., excluding city-observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing <b>the original</b> proposal response <b>plus five complete identical copies</b> with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.</p>	
<p><b>Information &amp; Addenda:</b> All Information, including Addenda regarding this solicitation, can be found at:  <a href="https://www.everettwa.gov/2713/Bid-opportunities">https://www.everettwa.gov/2713/Bid-opportunities</a></p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a Proposal.</p>	
<p><b>Questions:</b> All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.</p> <p>Unauthorized contact with the City of Everett employees or contractors regarding this Request for Proposal may result in disqualification. The City of Everett will consider any oral communications unofficial and non-binding. Proposers should rely only on written statements issued by the individual named above.</p>	

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## **SECTION 1 - INSTRUCTIONS**

### **1.1 PROPOSAL SUBMITTAL**

The City must receive the supplier's proposal in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposals (RFP).

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

### **1.2 OFFER PERIOD**

All Proposals submitted must remain open for 90 days from the receipt date. The City of Everett reserves the right to extend this period.

### **1.3 REQUEST FOR DUE DATE EXTENSION**

Suppliers may request an extension of the Proposal Due Date. The supplier must supply any justification and additional information that will facilitate the City of Everett's evaluation and decision. Any approved extension will be issued as an addendum.

### **1.4 WITHDRAWAL OF PROPOSALS**

Suppliers may withdraw a submitted Proposal at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the Supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

### **1.5 SINGLE RESPONSE**

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be canceled.

### **1.6 MULTIPLE PROPOSALS**

Suppliers interested in submitting more than one proposal may do so, so long as each proposal stands alone and independently complies with the instructions, conditions, and specifications of this Request for Proposal.

### **1.7 EVALUATION AND AWARD**

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.

- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

## **1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS**

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all Proposals.

## **1.9 EXCLUDED PARTIES**

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>

## **1.10 BUSINESS LICENSE**

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

## **1.11 BID PROTEST PROCEDURES**

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46, which can be found at <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

## **1.12 NON-ENDORSEMENT**

As a result of the selection of a supplier to provide products or services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Everett.

## **1.13 PUBLIC DISCLOSURE**

All materials submitted in response to this RFP become the property of the City of Everett. Selection or rejection of a proposal does not affect this.

Pursuant to Chapter 42.56 RCW and other applicable law, all materials (including, for example, proposals and pricing in proposing) submitted under this RFP are public records and will be, unless determined otherwise by the City in the City's sole discretion consistent with applicable law, available for inspection and copying by the public following contract award. The City has no obligation to withhold from disclosure materials designated as confidential or proprietary. The City has no obligation provide any notices prior to disclosure.

Materials will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process unless otherwise required by law.

Proposers by submission of materials in response to this RFP acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to proposer for the disclosure of any material submitted by proposer in response to this RFP.

**1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT**

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

**1.15 NO OBLIGATION TO BUY**

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

**1.16 COST OF PREPARING PROPOSALS**

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

**1.17 CONTRACT TERMINATION**

In determining any contract award, the City of Everett reserves the right to consider past performance by the suppliers in the City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for the supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

**1.18 RECYCLE**

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

**1.19 COOPERATIVE PURCHASING (NOT USE)**

## **SECTION 2 – SCOPE OF WORK**

### **2.1 INTENT**

The City of Everett is seeking a third-party administrator (TPA) to provide claims administration services for its public entity liability, automobile liability, and employment practices liability. The TPA may handle routine claim processing functions, including, but not limited to, receiving accident information, coordinating with external insurance agencies or individuals, handling claim subrogation, claims adjustment, negotiating settlements with claimants, and maintaining records of accident and claim expenses.

As described in Section 2.3 below, the city purchases excess liability policies through an insurance broker with self-insured retention. All matters are considered confidential, and any settlement proposals require prior approval by the city and, depending on the proposal, its insurers.

### **2.2 BACKGROUND**

The city annually receives numerous third-party property damage liability claims, including those for third-party liability, bodily injury, auto, personal injury, no-fault auto, and property and content losses. Many of these are below the city's self-insured retention for the applicable city insurance policies. These may be settled directly by the city, with the assistance of the selected TPA. Depending on the claim, there may be insurance reporting requirements.

Based on historical analysis of claims submitted over the past five (5) years, approximately 13% related to bodily injury, 21% to auto property damage, and 66% to general liability. The selected TPA must be prepared and have the expertise to handle such claim types and volumes as required. Since claimants are taxpayers, losses must be settled quickly and fairly, while maintaining a common-sense approach to efficiency.

### **2.3 CITY OF EVERETT**

The City of Everett is a first-class charter municipal corporation that operates under an elected mayor, and a seven-member elected City Council. The City of Everett is the largest city in Snohomish County, the seventh-largest in the state, with a population estimate of 114,700 and roughly 49 square miles. The city employs approximately 1,300 people across various functions, as outlined in the organization chart below. The city maintains a self-insured retention (SIR) of \$2,000,000 per occurrence for its Liability insurance program for General Liability, Auto Liability, Employee Benefits Liability, Law Enforcement Liability, and Public Officials & Employment Practices. The city maintains excess policies above the SIR with a limit of \$30 million.

The city has a Risk Manager, who will serve as the primary point of contact for the TPA and coordinate the assignment and handling of claims. The TPA may occasionally be required to participate in claims investigations or litigation in coordination with the Risk Manager, City Attorney's Office, and/or outside Legal Counsel. The Risk Management division is part of the City Attorney's Office and coordinates its efforts closely with all city departments. The city must pre-authorize any proposed claim settlement, and, depending on the proposal, its insurers. The city's Transit Division is a member of the Washington State Transit Insurance Pool for liability coverage. The pool administers liability claims arising from transit and is not part of the city's self-insurance program.

## 2.4 CITY DEPARTMENTS

Below is an overview of the City of Everett's departments and divisions.

- Administration
- Budget and Finance
- Communication and Engagement
- Community Planning and Economic Development
- Facilities & Property Management
- Fire
- Human Resources
- Information Technology
- Legal
- Library
- Municipal Court
- Parks and Community Services
- Police
- Public Works, including Engineering, Public Services, and Water and Sewer Utilities
- Transit

## 2.5 OVERVIEW OF CLAIMS

Included below is an overview of the claims filed by type against the city by year for the past five years, excluding claims that relate to the city's Transit Division.

	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Auto Liability</b>	7	18	20	22	22
<b>General Liability</b>	44	57	92	50	54
<b>Law Enforcement</b>	6	5	7	4	3
<b>Errors &amp; Omissions</b>	11	0	0	1	0
<b>Total Claims Filed</b>	<b>68</b>	<b>80</b>	<b>119</b>	<b>77</b>	<b>79</b>

## 2.6 ANNUAL SCHEDULE

Before March 15th of each year, the selected TPA will be required to meet with the city's Risk Manager to discuss and agree upon the following:

- a) a list of the personnel assigned to the account;

- b) the schedule of services and fees;
- c) the type and frequency of claims summary to be provided, on an as-and-when-required basis, and
- d) the overall level of service and performance provided by the TPA.

## **2.7 OVERVIEW OF SCOPE OF SERVICES**

The TPA services to be provided will include, but not be limited to, the following.

### **A. CLAIMS ADMINISTRATION**

1. Provide high-quality liability claims-adjusting services with qualified adjusters experienced in public-entity claims adjusting.
2. Coordinate claims handling activities with the City's Risk Manager.  
Note: The city's involvement is significant and may exceed that of other clients; therefore, proposers should factor this into staffing requirements.
3. Set up a claim file within 24 business hours of receipt of the claim.
4. Send an acknowledgment letter for all new files opened.
5. Review the claim to verify that the claim complies with Washington state filing requirements.
6. With prior approval of the city's Risk Manager on a per-claim basis, issue appropriate letters and notices to the claimant advising us of any deficiencies, claim rejections, claim denials, or any other pertinent correspondence as required.
7. Maintain a complete claim file for each reported claim. This file must be available for the city's review at any time. The claim file should include, at a minimum, liabilities with reserves, claimant contacts, notes, regular follow-up, investigatory steps, plan of action, and recommendations on claim disposition. The claims file must be made available electronically in the format required by the city Risk Manager for viewing by city staff.
8. Establish claims calendar diaries so that all claims are reviewed at a minimum of every thirty (30) calendar days. Record in the file that the claims review was conducted.
9. Document all correspondence relating to the claim, including phone conversations, in-person meetings, and electronic communication. Include the date, names of individuals involved, the content of the discussion, and next steps.
10. Assign an initial reserve within 15 calendar days of claims assignment. Maintain adequate claim reserves and provide periodic updates on regular reserves to the city. Note: The reserve formulas and practices are subject to review and approval of the city's Risk Manager
11. Establish and document in the claim file the initial direction on the claims handling and investigation within five (5) working days of receipt of the claim.
12. Coordinate investigations of litigated claims with attorneys approved by the city and, where appropriate, with adjusters and attorneys of the excess insurance carrier.
13. Review all claimed damages for causal relationship and reasonableness of charges.
14. Provide prompt resolution of non-contested claims.
15. If the claim is to be accepted, gather damages documentation and, with prior written approval on a per-claim basis from the city, negotiate a reasonable settlement for final presentation to the city for approval or ratification. All settlement discussions with the claimant must be conducted in accordance with the city's guidelines, subject to the city's approval.

16. All claims settlements require approval from the city, with those exceeding \$20,000 requiring approval from the city council. The TPA has no authority to settle claims. With the city's approval, the TPA may arrange for independent investigators or other experts, to the extent deemed necessary, in connection with processing the qualified claim or loss.
17. Maintain current knowledge of all city liability coverage in effect and reporting requirements for excess insurance carrier(s). Provide updated reports on claims as requested.
18. Provide a written report for proposed claims settlement or recommended claims denial.
19. Respond promptly and courteously to inquiries from claimants, claimant representatives, and city staff.
20. Consult and cooperate with the city and its employees to achieve a successful program, including full cooperation with claims audits.
21. The city does not expect a unit dedicated strictly to our account. However, the city does expect to have specific assigned staff for our account. The purpose is to ensure that the chosen TPA will assign dedicated claim staff to the city's account, making it easy for the city and claimants to have a designated point of contact. Changes in claim staff must be communicated to the Risk Manager well in advance.

## **B. CLAIMS INVESTIGATION AND MANAGEMENT**

1. Assertively investigate each claim using competent and qualified personnel to evaluate potential liability and damages. The city reserves the right to require additional investigation. With the city's approval, engage external persons or firms for specialized investigative work.
2. Contact all witnesses promptly after receipt of the claim. Document the description of the incident or related injuries. Document all attempts to contact witnesses.
3. Ensure that the city department and designated employees have submitted statements before determining liability. Obtain relevant work orders, reports, and records as appropriate.
4. Promptly assess and identify claims exposure that may exceed \$50,000 and notify the city.
5. Investigate potential subrogation and third-party liability situations in all cases involving third parties; with the city's approval, pursue recovery from third parties as appropriate.
6. Identify all subrogation claims and initiate a written report to the city on the potential success of subrogation; identify all costs, including attorney fees, involved in specific subrogation eligible files; provide recommendations based upon cost-benefit analysis of potential subrogation files.
7. Assist in the preparation of litigated cases and participate as needed in hearings and settlement actions.
8. Prepare and provide legal counsel with a complete electronic claim file copy within five (5) working days of notice of litigation.
9. The city expects all records to be maintained electronically.
10. Provide narrative or analytical reports of litigated cases whenever requested by the city.
11. The TPA will act as the city's Reporting Agent in compliance with the Medicare Secondary payer requirements under the CMS Section 111 Mandatory Reporting Program.
12. Inactive files are reviewed with the city within sixty (60) calendar days of last activity.

### **C. CLAIMS ANALYSIS AND REPORTING**

1. Inform city staff of any changes to current laws that could have an impact on the city's liability claims program.
2. Advise city staff of any claim trends that may have an impact on the city's claim program; provide data and analytics regarding the city's program to the Risk Manager monthly.
3. Provide ad hoc reports upon request from the city.
4. Provide statistical reports monthly that depict the claims opened or closed per month, payments that have been issued, and current reserves on all open claims; and other reports as needed.
5. Respond to any inquiries the city's excess carrier may have regarding any particular claim, as well as provide the excess carrier with any reports requested.
6. Retain and store all claims records in an electronic format that is accessible to the city.
7. Maintain a documented, electronic claim file for each claim assigned. Files shall contain all pertinent claim data to support their disposition and shall remain the exclusive property of the city.

### **D. FILE REVIEWS**

The city will conduct regular file reviews throughout the year. These file reviews are intended to evaluate open claims, which include litigated claims, and to determine whether the reserves and current strategies for handling the files are appropriate. These reviews can also help identify current claim trends, changes in case law, and opportunities to improve the claims administration and communication processes. The TPA shall be prepared to attend review meetings as requested by the city, whether on a regular, scheduled basis or on an ad hoc basis.

## **2.8 PERFORMANCE REVIEWS AND CLAIMS AUDIT**

The city may conduct annual performance reviews of the TPA and TPA staff. The performance review, if conducted, may examine and track several factors related to claims management effectiveness, staffing needs, and business forecasting. These factors may include:

- new losses per month;
- file closings for the month;
- new reserves for the month (city business forecasting purposes only);
- payments for the month;
- open caseload from month-to-month;
- adjusting fees for the month;
- average caseload per adjuster

## **2.9 RECORDS**

The TPA will be responsible for establishing and maintaining a file for each claim assigned by the city. The TPA shall document correspondence and maintain adequate, accurate records within each claim file. All records will remain the property of the City of Everett and must be made available within 5 business days' notice for review by the city or transfer to another entity upon written request by the city. Upon cancellation or termination of the agreement, all files must be transferred in their entirety to the City of Everett. Retention of records shall be determined by an agreed-upon schedule between the City of Everett and the TPA firm.

## **2.10 CITY OF EVERETT RESPONSIBILITIES**

The city of Everett will be responsible for:

- Review and approve any changes to personnel adjustments for the City of Everett account.
- The city will provide the TPA with detailed information related to each new claim and additional information as necessary throughout the life of a claim.
- The city Risk Manager will coordinate the forwarding of claim reports to the TPA, along with any relevant information about the claim. The city's Risk Manager internally coordinates and processes all claims payments.
- The city will assist the TPA and provide general direction as appropriate during the investigation of claims and make city personnel available for assistance and interviews.
- The city will give the TPA settlement authority on a claim-by-claim basis. There is no independent settlement authority granted to the TPA.
- The city understands that its insurance plan meets the definition of an "applicable plan" under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 [42 U.S.C. C. § 1395y(b)(8)] ("MMSEA"). Further, the city understands that it meets the definition of a Responsible Reporting Entity ("RRE") and, as such, must report to the Centers for Medicare & Medicaid Services ("CMS") certain bodily injury cases involving Medicare-eligible individuals. In compliance with the requirements of Section 111 of the MMSEA, the city has registered with CMS as an RRE. The city will designate the TPA selected as its Agent for purposes of reporting under Section 111 of the MMSEA.

## **2.11 CONTRACT TRANSITION**

In the event of a subsequent contract award to another supplier, the proposer shall ensure a cooperative and smooth transition to the new TPA and shall provide all records, status reports, and contract files as agreed upon in the provided notice of termination. All records remain the property of the city.

## **2.12 PRICING ADJUSTMENTS**

Prices shall remain firm for the duration of the initial contract period. Reasonable price changes based on market conditions and price or cost analysis may be requested on an annual basis after the initial contract period. The Supplier shall supply documentation satisfactory to the city, such as documented changes to the Producer's Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bellevue area, or a manufacturer's published modification of price change(s).

The city will evaluate this information to determine if revising the price is fair and reasonable to the city's satisfaction. Requests for any such change must be made in writing to the Procurement Division. The city will issue a written contract amendment to implement the price adjustment, set the new prices, and establish the effective date.

The Supplier shall give the city's Procurement Division sixty (60) calendar days' written notice prior to the effective date of the price increase. If the price increase request is not approved, the city may cancel by individual line item or contract.

## **2.13 PAYMENT**

Within thirty (30) days after delivery of a properly prepared invoice, but no more than once per month, the city will pay the supplier at the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered, or the labor performed as described before

payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable  
PO Box 12130  
Everett, WA 98206  
[accountspayable@everettwa.gov](mailto:accountspayable@everettwa.gov)

## SECTION 3 – PROPOSAL EVALUATION PROCESS

### **3.1 GENERAL**

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the city, as described in the supplier’s response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

### **3.2 SELECTION PROCESS**

The city will select the proposal that, in its sole discretion, is the most advantageous to the city. The city reserves the right to make an award without further discussion of the submitted proposal; there may be no best-and-final-offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The scope of work may be altered by the city based on the supplier’s proposal, and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

### **3.3 CONTRACT AWARD AND EXECUTION**

A contract award will be made to the supplier that best meets the city's needs.

The award of a contract to the successful supplier will be the notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier’s proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

### **3.4 EVALUATION CRITERIA**

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	65	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	150	Evaluate responses to Questionnaire 4.03.
3	Communication and Customer Services	35	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	50	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	100	Evaluate suppliers' price proposals to determine if the costs are fair and reasonable. Proposed prices: <ul style="list-style-type: none"><li>• are realistic for the work to be performed and</li><li>• demonstrate that the Supplier understands the Scope of Work.</li></ul>
	Total	400	

### **3.5 INTERVIEWS**

The city may request interviews with the highest-ranked supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the city. Finalist(s) must have key employees available for these interviews. If interviews are held, they will be on **April 20, 2026, from 9:00 A.M. to 11:45 P.M.** The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

## **SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS**

### **4.1 SUBMITTAL REQUIREMENTS**

Suppliers must provide a proposal that must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Narrative responses** to the questions asked.
- 4. Certificate of Non-Debarment/Suspension (included)**

### **4.2 SUGGESTED RESPONSE FORMAT**

- Standard 8 1/2" x 11" paper
- Numbered pages
- Typed with a minimum of 12-point font
- Responses to the questions asked in form 4.03

**FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION**

**REQUEST FOR PROPOSAL #2026-001 THIRD PARTY CLAIMS ADMINISTRATOR (TPA) SERVICES**

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and <b>Date</b> :	

**FORM 4.02 PRICE SHEET**

**REQUEST FOR PROPOSAL #2026-001 THIRD PARTY CLAIMS ADMINISTRATOR (TPA)  
SERVICES**

Supplier Name: \_\_\_\_\_

Provide a pricing rate sheet for services detailed in the Scope of Work. If there are options for different pricing structures, such as Life of Claim, Life of Contract, or others, please clearly distinguish the different rate options. The pricing rate sheet must be easy to understand and clearly laid out.

All fees must be disclosed and included in the pricing rate sheet. Do not include state or local sales tax in the prices. Actual invoices must include proper WA state sales tax.

## **FORM 4.03 QUESTIONNAIRE**

Suppliers must submit responses that address all questions posed in this “Questionnaire.” Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

### **1. Qualifications and Relevant Experience**

- A.** Briefly describe your company. Include how long the company has been in business, the qualifications of your company as they apply to this RFP, and how long your entity has been administering claims.
- B.** Please list and describe in detail your firm’s experience with municipalities and government agencies in Washington State, as well as the expertise of each member of your account management team with municipalities and governmental agencies in Washington State.
- C.** Provide details of your company’s financial status and stability.
- D.** Describe any other facets of your organization and your firm’s experience that are relevant to this proposal, which have not been previously described and that you feel warrant consideration.
- E.** Provide names, tenure, roles, and responsibilities for each key team member engaged in providing the related services.

### **2. Technical Capability, Approach, and Capacity**

- A.** How do you assign claims? Is it based on lines of liability? Please explain.
- B.** Please describe your claims tracking database and reporting capabilities. Do you allow the client access to your system?
- C.** Describe your firm’s claims protocol, including response, investigation, establishment of reserves, adjustment of claims, subrogation, monitoring of claims, settlement procedure, litigation, and claims closure process. Please provide a copy of your claim investigation “best practices” or written guidelines
- D.** Do you have local representatives who could respond in person to conduct a claims investigation if required?
- E.** Describe your corporate policy on file retention, including the following:
  - Length of time
  - Paper or Electronic
  - Access to files after contract termination
- F.** How does your firm monitor the quality of adjusters’ performance?
- G.** How are caseload levels monitored?
- H.** What standard reports are available, and what are the ad-hoc reporting capabilities of the information system?
- I.** Does your firm intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.

### **3. Communication and Customer Service**

- A.** How do you ensure that all stakeholders are kept informed, and what channels will be used for communication?
- B.** How do you handle changes or adjustments to the contract, and what communication protocols will be in place for such changes?
- C.** How do you define and measure your customer service standards, and what methods do you use to ensure customer satisfaction?
- D.** Provide examples that demonstrate your ability to provide effective communication and customer service.

### **4. Risk, Performance, and Quality Assurance**

- A.** Submit no more than five (5) references of current municipal or public entity clients for whom you provide TPA services. Include agency name, contact name, address, phone number, and a brief description of the services provided.
- B.** The city's excess insurer requires review and approval of all TPA firms. Currently, the city's primary excess carrier is Safety National. Are you an approved TPA for Safety National? If not, will you complete the process to become an approved TPA firm?
- C.** How many municipal government employer clients do you currently serve?
- D.** If your firm has had a contract terminated during the past five years, list all such incidents. Submit full details of all terminations experienced by the proposer during the last five years, including the terminating party's name, address, and telephone number. Present the proposer's position on the matter.
- E.** Disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of the proposing organization; or warrant that no such condition is known to exist.
- F.** All Proposers shall disclose with their proposal if they have received any sanctions for a non-conforming performance by the Washington State Department of Labor and Industries in the past three years. (Subject to verification with the Department of Labor and Industries.)

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION  
REQUEST FOR PROPOSAL #2026-001 THIRD PARTY CLAIMS ADMINISTRATOR (TPA)  
SERVICES**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

**THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.**

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project), \_\_\_\_\_ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

**The Supplier, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. and Title 2 CFR Part 180 are applicable thereto.**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

## SECTION 5 – ACRONYMS & DEFINITIONS

**Bidder:** see “Supplier”.

**City:** refers to the City of Everett (“COE”), located in Washington State.

**Contractor:** see “Supplier”.

**Contract Administrator:** see “Procurement Professional”.

**Cost Analysis:** comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

**Desired Features:** features that a requested commodity or solution does not have to possess to be considered responsive. However, inclusion of such features are considered value added qualities that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

**Lower Tier Participant:** see “Supplier”.

**Mandatory Features:** a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

**Must:** see “Shall”.

**Offeror:** see “Supplier”.

**Price Analysis:** comparison of proposed price to comparable pricing data.

**Prime Contractor:** see “Supplier”.

**Procurement Professional:** the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

**Project Manager:** the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

**Proposer:** see “Supplier”.

**RCW:** Revised Code of Washington.

**Recipient:** see “City”.

**Shall or Must:** the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

**Subcontractor:** the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

**Submittals:** information that is submitted to the City of Everett by the Supplier.

**Supplier:** the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.











# 2026-001 Third Party Claims Administrator\_0429 26\_SD


Final Audit Report

2026-05-08

Created:	2026-05-05
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdEA6f_sk45yt5U4Bh81FH4lfwIJP9hbo

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-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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 Agreement completed.

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