

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ARTISAN CLAIMS CRAFT, INC.

WORKERS' COMPENSATION UTILIZATION REVIEW SERVICES

BID NO. 1950

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ARTISAN CLAIMS CRAFT, INC., a California corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Workers' Compensation Utilization Review Services ("Project").

2. **Term.** This Agreement shall be effective on November 1, 2019, and shall remain in effect until October 31, 2022, unless otherwise terminated pursuant to the provisions herein. This Agreement may be extended for two (2) additional periods of one (1) year each upon mutual written agreement of City and Consultant.

3. **Compensation/Payment.** Consultant shall be compensated according to the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City
Human Resources
City of Riverside
Attn: JoAnn Combs
3900 Main Street
Riverside, CA 92522

To Consultant
Artisan Claims Craft, Inc.
Attn: Byron Kerns
20687-2 Amar Road, #824
Walnut, CA 91789

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding,

damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request,

Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but

without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination

date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term,

condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

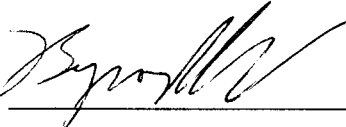
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

Artisan Claims Craft, Inc.,
a California corporation


By: _____
City Manager

By:  _____
Byron Kerns
[Printed Name]
CEO
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

By:  _____
David Whiteside
[Printed Name]
CEO
[Title]

Approved as to Form:

By:  _____
Deputy City Attorney

2019-10-16

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A
Scope of Services

The selected Contractor will provide and assist the Human Resources Department in the following areas:

1. UTILIZATION REVIEW (UR) / PEER REVIEW (PR)

The City of Riverside (COR) requires that the Contractor provide UR/PR services to ensure that treatment requests from medical providers are appropriate for patient medical conditions, follow evidence-based guidelines, and follow all legal and statutory requirements and regulations as identified by the California Department of Industrial Relations, Division of Workers' Compensation (DWC).

a. Contractor shall provide trained healthcare professionals (nurses and physicians) experienced in the evaluation of treatment plans and the validation of medical necessity for workers' compensation claims utilizing guidelines from the American College of Occupational and Environmental Medicine (ACOEM) and the California Medical Treatment Utilization Schedule (MTUS), and/or others as appropriate.

b. Contractor shall provide its own electronic interface with the ACOEM and Official Disability Guidelines (ODG) databases. Contractor shall have the capability of sending any and all appropriate advice letters to the injured worker, claims staff, legal counsel, and the provider making the request for treatment. These letters may include delay of treatment, requests for further information and or denial of treatment in accordance with current laws and regulations. Contractor shall electronically provide copies of these letters to the claims examiner at the time of issuance.

c. Contractor shall be responsible for ensuring that the COR requests for UR/PR services can be electronically submitted and received.

d. Contractor shall also provide annual comprehensive reporting on provider treatment patterns and a physician review scorecard.

e. Contractor shall be responsible in packaging and sending UR records to the Independent Medical Examiner (IMR) when requested.

f. All services indicated above shall be performed in accordance with the Labor Code of California. Contractor shall monitor compliance with California Labor Code provisions, report compliance monthly and investigate deficiencies.

g. Contractor shall manage and respond to all regulatory or compliance audits of UR/PR on behalf of the City.

h. Contractor shall be available to attend Workers' Compensation Appeals Board hearings to justify and defend utilization review decisions that are legally or administratively challenged.

i. Contractor shall be responsible for customizing interfaces between its system and the COR system to facilitate EDI and flagging claims in City's claims system for referral at no additional cost.

2. Contractor shall provide monthly UR/PR reports that contain the following data elements:

- a. Claim number
- b. Claimant name
- c. Claims examiner
- d. Provider name
- e. Injury dates
- f. Referral dates
- g. Referral lag (injury date to referral date)
- h. Turnaround time for all decisions and notification elements for which there are deadlines under state statutes
- i. Case duration
- j. Itemized fees with descriptions
- k. Itemized savings with descriptions
- l. Categorically separated feed (i.e. UR Fees, PR fees)
- m. Outcome descriptions
- n. Total for each of the following:
 - (1) Case/Claim count
 - (2) UR count
 - (3) PR count
 - (4) UR fees
 - (5) PR fees
 - (6) Total UR/PR savings

- (7) Denials
- (8) Modifications
- (9) Appeals
- (10) Overturned denials
- (11) Overturned modifications

- UR services must coordinate their activities with City's workers' compensation in-house staff by email when RFA rec'd and what is being requested to be reviewed
- Need to email UR decision to all WC in-house staff, with what has been certified, modified or denied in the body of the email
- Need to keep a log off all authorization completed by the WC Division for audit purposes
- Need to prepare and send IMR packets to IMR

3. Provide on-site training for all WC staff as needed including but not limited to, how to interface with the Contractor's , utilization review legal requirements, and other programmatic updates/changes.

4. Reimburse City for any/all penalties for which the City may be found liable as a result of the Contractor's failure to comply with regulatory timeframes as covered under California Labor Code Sections 4062, 4610, and 4603.2 regarding specified time requirements and also within Labor Code Section 5814.6 relating to penalties.



August 19, 2019

City of Riverside
Finance-Purchasing Division

Human Resources Department
3900 Main Street
Riverside, California 92522

Re: Request for Proposal for Utilization Review Management (RFP No. 1950)

Artisan Claims Craft, Inc. (Artisan) is pleased to submit this proposal in response to your request for Utilization Review Services. All elements of the Request for Proposal have been reviewed and understood. Artisan has reviewed Addenda No. 1, dated August 12, 2019. We are confident we can provide your organization with professional utilization review services, and Artisan will enter into a contract under the terms and conditions prescribed by the request for proposal and in the Sample Agreement. Artisan will provide staff and employees with exceptional results and service.

ARTISAN provides state-of-the-art workers' compensation review and peer review services throughout California using Evidence Based Medical guidelines (EBM) as mandated by state specific laws. Since the inception of UR services, all our Physician reviewers have been California licensed and California based, and are knowledgeable in Medical Treatment Utilization Schedule (MTUS), American College of Occupational and Environmental Medicine (ACOEM) and other evidence-based guidelines. We're dedicated to high quality review results to help our clients achieve their goals, allowing injured employees to receive timely care and return to productive daily activities.

ARTISAN's UR staff is comprised of Medical Professionals with extensive backgrounds in the Occupational and Management fields. The UR team is headed and run by Dr. Avrom Gart who is named as Medical Director filed in the UR Plan with the DWC. Dr. Gart's reputation in the Occupational Health Services Community is unsurpassed. In addition to our staff of medical experts and supporting staff, we would be assigning an account manager to act as the primary liaison between client and service provider.

What key differences will you notice when you work with Artisan?

- Experienced industry veterans with a passion for fair and accurate managed care
- Proactive communication with all affected parties
- An urgency to provide accurate care and to safeguard your bottom line
- Less litigation because issues are resolved before they become contentious
- A better understanding of how your claims dollars are spent, and how to control future costs

Most importantly, you'll discover that Artisan brings enthusiasm, commitment and a wealth of experience to your workers' compensation program. We offer total program management of every managed care area, justification of every dollar spent, exceptional client service, and respectful treatment of all involved parties. In short, you can trust us to represent you and your employees well.

If you have any questions or need clarification on any aspect of our proposal, please contact Vanessa Rodriguez who is assigned as the contact for RFP No. 1950 with any questions. She can be contacted at (209) 678-3562.

Thank you for your consideration.

Sincerely,



Byron Kerns
Artisan Claims Craft, Inc.

STATEMENT OF UNDERSTANDING AND APPROACH

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.

THE ARTISAN ADVANTAGE

The ARTISAN mission is to serve as a vehicle that provides a team of technical and clinical professionals to decide whether, or not a treatment request should be certified or not based on medical treatment guidelines. Per the California Division of Workers' Compensation (DWC), "The UR process is governed by Labor Code section 4610 and regulations written by the CA Division of Workers' Compensation (DWC), which lay out timeframes and other rules for conducting UR. The rules, contained in Title 8, California Code of Regulations, sections 9792.6 et seq, also require UR plans to be filed with the DWC administrative director." The Artisan team is comprised of utilization review specialists and network of physician advisors build a bridge between the medical needs of the employee and the inherent barriers and conflicts that exist within the medical provider community. In fact, our insertion of a "medical-mind" during the earliest stages of the treatment process provides treatment authorization assessment and oversight of the ongoing care and faster recovery of the injured worker. Our program clearly distinguishes itself from the rest of our competition by providing a physician-based utilization review resource, to assist the claims staff with effective evaluation of medical necessity and streamline the episode of care. Our integrated model is supported by a professional team with a wide range of training and expertise, which provides the unique ability to provide strategic support to create an innovative and effective utilization review solution for COR.

In recent years, there has been an alarming concern among employers regarding the escalating cost of workers' compensation benefits and medical treatment for their injured workers. Every employer desires the highest level of workers' compensation cost containment, while ensuring their employees are receiving the highest level of care. ARTISAN embraces the need to concentrate on cost containment leakage, by thoroughly scrutinizing treatment authorization requests at the earliest point, Artisan clinical staff can combat out-of-control treatment plans, over-utilization, and unnecessary treatment that slows the recovery process. As such, Artisan provides a first line of defense for not only the employer, but the injured worker from exposure to ineffective and medical care that does not meet medical treatment guidelines. Artisan has stepped away from the nursed-based UR paradigm, and focuses on physician activities that provide a better opportunity to identify overtreatment, overuse of medications, and treatment that is not consistent with evidence-based medicine. This is of interest to the COR program, which has historically shown a high percentage (up to 68%) of modifications and non-certifications, as result of the higher level of medical scrutiny. The physician-based model not only lowered cost, but initiated a path to achieve a more consistent evidence-based treatment plan, and recovery process for the injured worker.

Our staff is uniquely qualified to recognize new and emerging utilization review strategies. Our staff and peer review provider partners have been working diligently to enhance our current best practices, and actively seek new and effective solutions that will provide our clients with the highest level of service. Our utilization review goal is to identify those treatment request that are not medically necessary, while certifying those requests that meet the medical standard of care in an expeditious manner. Through utilization peer review process, our clinical staff will work with the treating physicians to reach an acceptable treatment plan, while following mandated protocol to ensure medically necessary treatment is provided and foster a streamlined episode of care.

UTILIZATION REVIEW

The ARTISAN utilization review model focuses on supporting the best medical treatment for the industrial injury, so the path to return to work becomes a realistic and expedited option. Per the DWC, "The UR process is governed by Labor Code section 4610 and regulations written by the CA Division of Workers' Compensation (DWC), which lay out timeframes and other rules for conducting UR. The rules, contained in Title 8, California Code of Regulations, sections 9792.6 et seq, also require UR plans to be filed with the DWC administrative director." ARTISAN utilization review practices are designed to recognize those services that are being over-utilized, not medically necessary, and/or not contributing to the active rehabilitation of the injured worker. There are specific benefits of Utilization Review Oversight, such as:

- Streamlined coordination of care and reduce over-utilization
- Proactive approach with medical treatment review
- Identification of non-medically necessary treatment, and avoidance of cost
- Well-defined dispute resolution process
- Pre-certification of admission and approval of a specific length of stay
- Timeliness of service and compliance with URAC and California laws and regulations
- Confirmation letter to the provider, claimant, lawyers, and claims team of the decision

Under the guidance of our Medical Director, ARTISAN can provide increased productivity, by expediting utilization review referrals to a highly qualified physician. We utilize a comprehensive open technology platform that seamlessly connects our clients with our central processing center, which coordinates and distributes assignments to our network of reviewing physicians. This innovative network significantly helps to both reduce cost and save time. Our network is a multidisciplinary medical network formed to provide quality Utilization Review Services for the insured and self-insured industry. Our delivery process is designed to facilitate and streamline the peer review process, in order to provide timely reporting and eliminate any unnecessary delay in patient care. Our success is built around the installation of well-designed business rules and a customer-centric attitude. In 2019, Artisan had averaged a 2.04-day turn-around and continues to find opportunities for improvement.

Unlike much of our competition, our goal is to streamline the treatment authorization process, which includes the ability to contact our Medical Director, or clinical staff for telephonic certification inquiries consistent with the established prior authorization guidelines. This network of resources is of significant benefit to the claim management team, allowing them to quickly address medical requests that are unclear, or that otherwise might require a full UR review. This feature has been particularly important with the relationship with the (COR), who have consistently certified nearly 60% of the treatment authorization requests submitted for review. The Artisan team is ready to assist with the (COR) claim team with questions, or advice regarding authorization request certifications.

The ARTISAN utilization review oversight program reaches far beyond the initial treatment review and explores the deeper medical-based examination of causation, and interpretation of AOE/COE components. Our model provides in-depth oversight of our partner providers as they perform prospective, concurrent and retrospective review of the treatment requests of your injured workers. Our professional review team is led by physician reviewers with a unique and innovative approach to providing a medical scientific-based perspective regarding the treatment of your injured workers.

ARTISAN provides state-of-the-art workers' compensation review and peer review services throughout California using Evidence Based Medical guidelines (EBM) as mandated by state specific laws. Since the inception of UR services, all our Physician reviewers have been California licensed and California based, and are knowledgeable in Medical Treatment Utilization Schedule (MTUS), American College of Occupational and Environmental Medicine (ACOEM) and other evidence-based guidelines. We're dedicated to high quality review results to help our clients achieve their goals, allowing injured employees to receive timely care and return to productive daily activities.

ARTISAN's UR staff is comprised of Medical Professionals with extensive backgrounds in the Occupational and Management fields. The UR team is headed and run by Dr. Avrom Gart who is named as Medical Director filed in the Artisan UR Plan with the DWC. Dr. Gart's reputation in the Occupational Health Services Community is unsurpassed. In addition to our staff of medical experts and supporting staff, we would be assigning an account manager to act as the primary liaison between client and service provider.

The primary responsibility of the Medical Officer is ensuring the UR process follows all California Labor Codes and Code of Regulations. In addition, the Medical Director's role is to support the TPA and claims staff by acting as a medical consultant in the medical management areas. In addition, our Medical Director and staff will be readily available to the claims examiners when their expertise is needed regarding complex medical situations.

ARTISAN will work with COR to develop protocols to help control and ensure best practices in compliance with Labor Code 4610.

- **Prospective Review** (prior to treatment) - a review conducted by a nurse or peer review physician that determines appropriateness of proposed treatment plan, as well as the medical necessity of the proposed treatment. ARTISAN physicians and staff will apply medical-based guidelines for the appropriateness of treatment and research guideline alternatives within the proposed treatment plan.
- **Concurrent Reviews** - Utilization Review conducted during a patient's hospital stay or course of treatment including outpatient procedures and services. Utilization review conducted during an inpatient stay, authorization requested or provided during an inpatient stay. ARTISAN physician and staff will review for medical appropriateness within the proposed treatment plan.
- **Retrospective Reviews** (Treatment which has already occurred but for which payment has not been made) - conducted by a nurse or peer review physician. Peer-to-Peer Conversations (special arrangements made to meet the Provider's availability to discuss treatment plan with peer of previous denial, or matched specialty) are conducted through peer file reviews (comprehensive review of entire file or one avenue of treatment to provide better understanding of the clinical issues for the examiner or defense attorney) to address medical necessity. Generally, a review of treatment that the physician requestor had provided prior to obtaining authorization from the insured. The purpose of the review is to determine the appropriateness of proposed treatment plan and determine medical necessity of the proposed treatment. ARTISAN physicians and staff will apply evidence-based guidelines for treatment appropriateness and research and utilize other guideline alternatives within the proposed treatment plan.
- **Expedited Reviews**- a review for urgent or life threatening or impending medical issue that may jeopardize the health of the injured employee. The purpose of the review is to determine appropriateness of proposed treatment plan and the medical necessity of the proposed treatment. ARTISAN physicians and staff will apply evidence-based guidelines for treatment appropriateness and research and utilize other guideline alternative within the proposed treatment plan.
- **Reconsiderations** (a re-evaluation of previously denied or modified treatment request upon receipt of additional information that was missing at the time of the initial review) – conducted by a nurse or peer review appeals (allowable process per client request to have “new set of eyes” with matched specialty to review previously denied services) conducted by peer review concurrent review.

New referrals are received at ARTISAN by fax, email, EDI, overnight mail or online submission.

The method used to secure all necessary information to adequately review and make determinations is as follows:

- e-fax receipt of UR referrals.
- We label and electronically store all medical information received in UR process.

- We can provide electronic access to the client for viewing, downloading copy and/or transfer copies of all scanned images in a secure web environment.
- In the event there is insufficient information to perform a review, ARTISAN will contact the provider and/or the referral source to secure additional records as necessary. In the event the requested records are not received within 24 hours of the request, ARTISAN will issue a Delay and additional request for necessary information. ARTISAN complies with all statutory regulations pertaining to appropriate qualifications for review, issuance of determinations and timelines as required.

ARTISAN CLIENT COMMITMENT

ARTISAN constantly strives to be the best solution for California employers, and we commit to providing you with the highest level of experience, technology, and local service to meet your program challenges head-on. Our program pricing accurately reflects the necessary staffing model for ARTISAN to provide a highly capable team of professionals, with state-of-the-art infrastructure, to provide exceptional service and achieve the highest level of cost containment savings return on investment.

ARTISAN has been able to implement a program for COR in a relatively short period of time, aligning the necessary building blocks to develop a strong sense of trust and commitment for a long-term partnership. This RFP process allows us to further define the key aspects of the COR UR program, and create a more efficient and streamlined process for the future. As with all our clients; we are committed to investing in strong relationships and hope our proposal to you clearly reflects our customer-centric philosophy, ethical objectives, and integrity. ARTISAN appreciates our relationship with COR and the opportunity to continue to illustrate our commitment to provide significant savings, measured outcomes, and superior customer service. *Let us help you build “strength” in your claim management program.*

QUALITY CONTROL

One of the most important elements the ARTISAN delivery components is our ability to manage and assess our program performance and outcomes. ARTISAN is focused on ensuring we are achieving the highest level of performance and client expectations. ARTISAN has created an extremely robust quality assurance platform to constantly test and assess our service delivery, communication, contractual compliance, and URAC accreditation standards. Unlike many of our competitors, ARTISAN embraces a true commitment to ensuring we are not only meeting but exceeding our client expectations.

Our intent is to create a quality assurance model that is an integrated system of utilization review activities involving oversight, assessment, and corrective action to ensure that a process, intervention, or service delivery is consistent with the expected outcomes of the client. In the initial implementation meeting, we will clearly detail the necessity of accurate precise data requirements

for our measurement tool criteria. In addition, ARTISAN will clearly identify the specific measurement criteria and the expected scoring methodology for various types of audits. Our objective is to develop an environment that is non-adversarial and fosters a cooperative attitude toward achieving the client program expectations. Our staff considered a variety of data sets to develop an industry-based quality assurance measurement instrument. Our quality assurance process affords personnel the ability to immediately identify the current status and ongoing development of the client treatment plan protocols. The key is communication and ongoing collaboration with COR, the claims team, peer review partners, and the injured worker.

SCOPE OF WORK

Artisan has reviewed the scope of work as described in Exhibit A as provided in RFP No. 1950, and agrees to meet all the requirements as outlined by COR. As the current utilization review provider for COR, most if not all the items listed in Exhibit A are currently being provided as part of the daily service delivery. The following will affirm Artisan's acknowledgement of the requirements and supporting information regarding compliance.

Artisan realizes the importance of intervening in the overall episode of care, while focusing on achieving effective medical treatment within the accepted medical treatment guidelines. Our UR outreach philosophy is to create open lines of communication with the claims team, the medical provider, and other cost containment partners to facilitate medical treatment that will assist the injured worker in returning to their pre-injury state. As such, Artisan will assure COR that we will provide UR/PR services to ensure that treatment requests from medical providers are appropriate for patient medical conditions, follow evidence-based guidelines, and follow all legal and statutory requirements and regulations as identified by the California Department of Industrial Relations, Division of Workers' Compensation (DWC). Within the California workers' compensation industry, there is little emphasis on "physician-based" intervention, other than the peer review process. At Artisan, we have shattered that Paradigm and place a higher emphasis of physician intervention and oversight.

Our focus is to utilize our physician and clinical staff to create solutions for the program stakeholders (employer, injured worker, claims staff, bill review providers, and treating physician) through collaborative discussions regarding ongoing treatment requests and issues. As such, Artisan will provide trained healthcare professionals (nurses and physicians) experienced in the evaluation of treatment plans and the validation of medical necessity for workers' compensation claims utilizing guidelines from the American College of Occupational and Environmental Medicine (ACOEM) and the California Medical Treatment Utilization Schedule (MTUS), and/or others as appropriate. Artisan clinical staff licensure is as follows:

- Physician Peer Reviewer - Hold an active, unrestricted license or certification to practice medicine or a health profession in a state or territory of the United States
- Registered Nurse - Certification and licensure are confirmed through primary source verification from the CA Board of Registered Nursing at the time of hire and every three years thereafter

Artisan will provide its own electronic interface with the ACOEM and Official Disability Guidelines (ODG) databases. Artisan has a proprietary system that allows for easy transition of information to the other stakeholders for their use and integration into their respective systems. As the current utilization review provider for COR, Artisan will, and has demonstrated the capability of sending any and all appropriate advice letters to the injured worker, claims staff, legal counsel, and the provider making the request for treatment. These letters may include delay of treatment, requests for further information and or denial of treatment in accordance with current laws and regulations. Artisan shall and has currently been sending electronic copies of the utilization review determination letters to the claim examiner at the time of issuance. Artisan will and has demonstrated responsibility for ensuring that the COR requests for UR/PR services can be electronically submitted and verify the receipt.

Artisan will not only provide annual comprehensive reporting on provider treatment patterns and a physician review scorecard, but also provide a monthly report card of ongoing utilization review metrics. Our Monthly Program Report Card is provided to the client in order to report the program outcomes and fiscal Return on Investment (ROI). The Report Card will be submitted with the monthly service invoice to demonstrate the program progress, describe any identified program barriers, clinical staff patterns, report outcome successes, and any other data requested by COR. The Report Card criteria and reporting protocols are normally discussed, and agreed upon, during the program transition meetings. The ROI points include fiscal savings, average savings per UR, UR completion timelines start-to-finish, Peer Review turnaround, and other criteria required by the client. The report card is "client-specific" and designed assist COR with understanding the program performance.

Artisan will and is currently responsible for packaging and sending UR records to the Independent Medical Examiner (IMR) when requested by the COR claim team. Artisan will and is currently responsible for packaging documents and responding to the Notice of Assignment and Request for Information received from Maximus Federal Services on behalf of the City of Riverside.

All utilization review services indicated in RFP No. 1950, sample agreement, and Exhibit A shall be performed in accordance with the Labor Code of California. Contractor shall monitor compliance with California Labor Code provisions, report compliance monthly and investigate deficiencies. When a request for authorization is received at Artisan, the clerical and administrative team performs utilization review non-clinical activities on workers compensation related prospective, concurrent and retrospective treatment referrals. Prepares documentation for clinical staff for medical review processing and uses solid judgment to ensure information needed for the treatment approval process is provided to clinical staff based on the Artisan Claims Craft, Inc. policies and URAC standards. Information collected includes, but is not limited to:

- Providing all medical documentation available pertaining to the requested procedure, treatment and/or case management assignment.
- Documenting pertinent case history and contact information as it pertains to the referral for services.

Once all pertinent information is collected the clerical team forwards treatment request to clinical staff and physician reviewers to assess medically necessity.

Initial clinical reviewers evaluate the injured worker's specific clinical information from the requesting provider, physician, and clinical professional at the requesting facility or plan member as indicated per client contract. The initial clinical reviewer may need to request additional clinical information from the requesting provider to determine medical necessity and appropriateness of the requested service.

Artisan utilizes URAC Accredited IRO Physicians and Surgeons Network (P&S, Inc) to perform 100% of physician clinical review. Initial Clinical reviewers utilize commercial and regulatory criteria as directed by the P&S, Inc Medical Director, reviewed and updated as required by URAC and IRO standards.

If the initial clinical reviewer can authorize the requested services, the determination is communicated to the requesting provider, facility, and injured worker.

Upon completion of the peer review, the peer reviewer documents the review outcome and communicates to the initial clinical reviewer the determination to approve or non-certify all or some of the requested services and the principal reason and clinical rationale for the non-certification. If non-certified, the initial clinical reviewer will notify the requesting provider of the non-certification and offer a peer-to-peer conversation opportunity if it has not previously been communicated to the requesting provider. Initial clinical reviewer will document and provide Notice of Non-Certification Decisions.

All peer review decisions are returned to the clerical and administrative team to process and send final determination notices to the requesting physician, attorneys, TPA, and injured worker as required by the regulations.

Artisan Claims Craft, Inc. shall issue determinations within the following time frames for each of the three general categories of utilization management reviews, prospective, retrospective, and concurrent:

Prospective Review Time Frames:

- Case involving Urgent Care: As soon as possible based on the clinical situation, but in no case later than 72 hours of the receipt of request for a utilization management determination.
- Non-Urgent: Within 15 calendar days of the receipt of request for a utilization management determination.
- One-time Extension: For non-urgent cases this period may be extended one time by Artisan Claims Craft, Inc. for up to 15 calendar days, if Artisan Claims Craft, Inc. determines that an extension is necessary because of matters beyond the control of Artisan Claims Craft, Inc., and notifies the injured worker, prior to the expiration of the initial 15 calendar day period of the circumstances requiring the extension and the date when the plan expects to make a decision.
- If an injured worker fails to submit necessary information to decide the case, the notice of extension must specifically describe the required information, and the injured worker must

be given at least 45 calendar days from receipt of notice to respond to the plan request for more information.

Retrospective Review Time Frames:

- Within 30 calendar days of the receipt of request for a utilization management determination.
- One-time Extension: This period may be extended one time by Artisan Claims Craft, Inc. for up to 15 calendar days, if Artisan Claims Craft, Inc. determines that an extension is necessary because of matters beyond the control of Artisan Claims Craft, Inc. In such a circumstance, Artisan Claims Craft, Inc. will notify the injured worker, prior to the expiration of the initial 30 calendar day period, of the circumstances requiring the extension and the date when Artisan Claims Craft, Inc. expects to make a decision.
- If an injured worker fails to submit necessary information to decide the case, the notice of extension must specifically describe the required information, and the injured worker must be given at least 45 calendar days from receipt of notice to respond to the plan request for more information.

Concurrent Review Time Frames:

- Concurrent Review also includes those requests during an injured worker's hospital stay ("continued stay") or course of treatment, including outpatient procedures and services such as PT, OT and Speech Therapy.
- For reductions or terminations of a previously approved course of treatment.
- Artisan Claims Craft, Inc. issues the determination early enough to allow the injured worker to request a review and receive a decision before the reduction or termination occurs.
- Requests to extend a current course of inpatient treatment:
- If the request for an extension is for urgent care and received at least 24 hours or more before certification expires, notification of the review determination occurs within 24 hours of receipt of the request.
- If the request for an extension is for non-urgent care and received at least 24 hours or more before certification expires, notification of the review determination occurs within 72 hours of receipt of the request.
- If the request for an extension is for urgent or non-urgent care and received less than 24 hours before certification expires, notification of the review determination occurs within 72 hours of receipt of the request.
- Requests to extend a current course of outpatient treatment.
- Non-urgent outpatient review requests, such as home health, PT/OT, Speech, etc., are processed under the prospective review timeframe of 15 calendar days.
- Outpatient services determined to be "urgent" require that a determination occurs within 72 hours.
- Established criteria for identifying "urgent" outpatient service review.

The claims adjuster may provide immediate medical authorization of selected treatment in accordance with the Medical Director's Instruction, which includes, but is not limited to the following:

- Routine Care for common injuries within 30 days of date of injury.
- Medical Consults, Transfer of Care and Follow-Up Appointments.
- Routine Pre-Operative Medical Clearance, Testing (CBC, UA, Chemistry Panel, CXR, EKG and Treadmill Testing) and Labs (PT/PTT INR).
- Standard DME orders such as: Crutches, Braces, Splints, Walkers, Basic Wheelchair Rental (x1 month), Grabbers, Toilet Seats and Canes.
- Initial Physical, Occupational and Chiropractic Therapy up to 12 sessions each.
- Initial Acupuncture x6 sessions.
- Initial Massage Therapy x6 sessions.
- Initial Imaging: MRI and X-Rays.
- Initial Cortisone Injection.
- Initial Trigger Point Injection.
- Or any other treatment request authorized by the Artisan Medical Director.

Further stated, per CA-UR regulations for injuries on/or after 1/1/18, within the 30 days of the date of injury, only the following shall be subject to UR:

- Pharmaceuticals, to the extent they are neither expressly exempted from prospective review nor authorized by the drug formulary adopted pursuant to Section 5307.27.
- Non-emergency inpatient and outpatient surgery, including all presurgical and postsurgical services.
- Psychological treatment services.
- Home health care services.
- Imaging and radiology services, excluding X-rays.
- All durable medical equipment, whose combined total value exceeds two hundred fifty dollars (\$250), as determined by the official medical fee schedule.
- Electrodiagnostic medicine, including, but not limited to, electromyography and nerve conduction studies.
- Any other service designated and defined through rules adopted by the administrative director.

All other treatment authorization requests should be directed to the Artisan for review.

Reconsiderations (a re-evaluation of previously denied or modified treatment request upon receipt of additional information that was missing at the time of the initial review) – conducted by a clinical staff member or peer review appeals (allowable process per client request to have “new set of eyes” with matched specialty to review previously denied services) conducted by peer review concurrent review.

Artisan will and currently recognizes the responsibility to manage and respond to all regulatory or compliance audits of UR/PR on behalf of COR.

Artisan will and is currently available to attend Workers' Compensation Appeals Board hearings to justify and defend utilization review decisions that are legally or administratively challenged or requested by COR for clarification.

Artisan will and continue to create any customized interfaces between our system and the COR system to facilitate EDI and flagging claims in City's claims system for referral at no additional cost.

Artisan agrees to provide monthly UR/PR reports that contain the following data elements:

- Claim number
- Claimant name
- Claims examiner
- Provider name
- Injury dates
- Referral dates
- Referral lag (injury date to referral date)
- Turnaround time for all decisions and notification elements for which there are deadlines under state statutes
- Case duration
- Itemized fees with descriptions
- Itemized savings with descriptions
- Categorically separated feed (i.e. UR Fees, PR fees)
- Outcome descriptions
- Total for each of the following:
 - o Case/Claim count
 - o UR count
 - o PR count
 - o UR fees
 - o PR fees
 - o Total UR/PR savings
 - o Denials
 - o Modifications
 - o Appeals
 - o Overturned denials
 - o Overturned modifications

Artisan will and currently coordinates UR services and activities with COR's workers' compensation in-house staff by email when RFA is received and what is being requested to be reviewed

Artisan will and currently emails all UR decision to all COR WC in-house staff, with what has been certified, modified or denied in the body of the email

Artisan will and currently provides a log of all authorization completed by the COR claims team and Artisan for the WC Division for audit purposes. Artisan completed a DWC audit in 2019 and received a score of 97.3%, which also resulted in no fiscal assessments were required to be paid.

Artisan will and currently packages and responds to Notice of Assignments and Requests for Information to the Independent Medical Review.

Artisan will and has currently been willing to provide on-site training for all COR WC staff as needed including but not limited to, how to interface with the Contractor's, utilization review legal requirements, and other programmatic updates/changes.

Artisan agrees to reimburse COR for any/all penalties for which COR may be found liable as a result of the Contractor's failure to comply with regulatory timeframes as covered under California Labor Code Sections 4062, 4610, and 4603.2 regarding specified time requirements and also within Labor Code Section 5814.6 relating to penalties.

PHARMACY AND MEDICATION UR MANAGEMENT

Drug Utilization Management is performed on all Prospective, Concurrent, and Retrospective requests for Utilization Review. Artisan contracts with URAC Accredited IRO Physicians and Surgeons Network (P&S, Inc), to perform 100% of physician clinical review AND drug utilization management (see Physician Delegation Attestation); therefore, Artisan Claims Craft, Inc. ensures drug utilization management mechanisms using the available information and data addressing the following, where appropriate, and not necessarily on every utilization review: Therapeutic appropriateness, over and underutilization, generic use, therapeutic interchange, duplication, drug-disease contraindications, drug-drug or drug-allergy interactions, drug dosage, duration of treatment, clinical abuse or misuse, drug-age precautions, drug-gender precautions, drug-pregnancy precautions, regulatory limitations, and benefit design.

Realizing the reality of long-term medication issues and the continued reliance of opioids, Artisan aligned itself with Physicians and Surgeons Network, led by pain management physicians at the top of their field, we were among the first to identify and tackle the nation's "opioid epidemic" with innovative strategies. We work directly with prescribing physicians to curb risky medication use and reduce costs.

The Artisan and Physicians and Surgeons Network are one of the pioneers in identifying the explosion of use of high cost prescription drugs in workers compensation and executing innovative solutions to ensure the safe and cost-effective use of medications. With our extensive knowledge of evidence-based pain management, we work with treating physicians to assist them in discontinuing patients from risky levels of opioids/narcotics. Your costs are reduced when we identify drugs that should not be billed through workers comp and obtain agreements from providers to substitute generics for expensive brand name drugs. You will receive a report that includes the agreements reached in the peer-to-peer call, a clinical summary, and recommendations for future use of medications. Key aspects include, but are not limited to the following:

- Physician-Based Peer Consultation Intervention
- Prescription (Rx) Intervention and Weaning Strategies
- Prescription Medication Reviews
- Identify, Control, and Manage Medical Development at The Earliest Stage of the Episode of Care
- Medical-Based File Review, Treatment Plan Assessment, Rx Review, Evaluate Causation
- Discontinuing Patients from Risky Levels of Opioids/Narcotics
- Obtain Agreements from Providers to Substitute Generics for Expensive Brand Name Drugs

EXAMINATION OF RFP AND SITES OF WORK

Artisan Staff have carefully examined the RFP and all sites, if applicable, of the work contemplated. Artisan understands submission of a Proposal shall be conclusive evidence that the Artisan has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, Artisan hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

Artisan Staff has obtained RFP No. 1950 from the City's Bidding Website and has reviewed and investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents. Artisan is the current Utilization Review provider for the City of Riverside and has performed per the City requirements without concern.

ADDENDA ACKNOWLEDGEMENT

Artisan understands, that unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

Artisan Staff has been checking the City's Bidding Website and has acknowledged, reviewed, and downloaded the Addenda No. 1 dated August 12, 2019.

CONCLUSION

Thank you for taking the time to learn more about our company and utilization review services. Our goal is to provide a physician-based UR solution that reduces or eliminates redundant staff activities. Artisan has stepped away from the nursed-based UR paradigm, and focuses on physician activities that provide a better opportunity to identify overtreatment, overuse of medications, and treatment that is not consistent with evidence-based medicine. As mentioned in the cover letter, most importantly, you'll discover that Artisan brings enthusiasm, commitment and a wealth of experience to your workers' compensation program. We offer total program management of every managed care area, justification of every dollar spent, exceptional client service, and respectful treatment of all involved parties. In short, you can trust us to represent you and your employees well. We have enjoyed our team environment with COR as your current UR provider, and look forward to continuing our business relationship with COR into the future.

COMPANY INFORMATION

This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

INTRODUCTION OF ARTISAN CLAIMS CRAFT, INC.

Artisan Claims Craft, Inc. (ARTISAN) a California Corporation has enjoyed our existing relationship and the opportunity to serve the City of Riverside (COR) as their Utilization Review provided. As such, we are pleased to have the opportunity to respond to the Request for Proposal (RFP) No. 1950 and extend our current relationship. ARTISAN understands the challenges most organizations are experiencing in the current economic environment. Our goal is work as a strategic partner with each entity to provide "out-of-the-box" utilization review and cost containment solutions that meet the needs of your injured workers and inspire a streamlined episode of care at a fair and reasonable cost.

We are all facing enormous fiscal challenges today and the true provider partner is one that shares that concern and embraces the concept of doing more with less. As a utilization review service provider, we have not lost sight of our roots as workers' compensation professionals that fight to mitigate unnecessary or non-medically treatment requests, while striving to facilitate the ongoing treatment of the injured worker based on the regulations, labor code, and URAC standards. Artisan is fully accredited through URAC, which not only complies with the requirements of this RFP, but the existing expectations of the client.

Over the last Year, (COR) claims team and ARTISAN have created a fully integrated workers' compensation utilization review solution, with highly qualified staff members in all facets of the claim management process. Our management team prides itself with our "TEAM" approach that not only encourages creative thought but rewards exceptional production. The ARTISAN team has developed an exceptional reputation among our clients. We take pride in our true customer-centric claim approach for California employers. Our philosophy is simple: strive to perform at a level that exceeds our client expectations, embrace our best practices, and ensure that we always have open lines of communication. The institutional knowledge learned through the team effort with the (COR) staff has made our experience more productive. There have been very few

problems, and when an issue arises, both entities have worked quickly to find a solution, and create a strategy to eliminate future occurrences.

Artisan Claims Craft, Inc. (ARTISAN) was founded by Byron Kerns and David Whiteside with the Corporate Office located in Covina, California. ARTISAN also has a Branch office in Turlock, California. Our regional presence in Covina, California will serve as our Southern California branch office. As such, our Covina office provides our staff with intimate knowledge of the legal and medical providers who are most likely providing service to your injured workers. We realize the importance of developing a successful partnership with our clients, their Claim Management Team, and various work units where employees are providing services.

Artisan Claims Craft, Inc.

A California Corporation (Filed June 16, 2016)

20687-2 Amar Rd #824, Walnut, CA 91789

626-669-4614

Contact Person: Byron Kerns (626) 699-4614

Contact person for this RFP Vanessa Rodriguez (209) 678-3562

Main and branch office Locations:

Corporate Office - Covina, Ca

979 S. Village Oaks Drive, Covina Ca 91724

(626) 669-4614

Manager: Byron Kerns

Contact person: Veronica Diaz

Branch Office - Turlock, Ca

PO Box 1223, Hughson CA 95326

(209) 541-7050

Manager: David Whiteside

Contact person: Vanessa Rodriguez

Artisan Claims Craft, Inc. has not been involved in any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years.

Artisan Claims Craft, Inc. does have an approved UR Plan with the State of California and URAC accreditation and has not had any claims or disciplinary action taken against Company or any of Company's key personnel within the past five (5) years.

Artisan Sub-contractor's

Physician and Surgeons Network (P&S)

A California Corporation

Dr. Avrom Gart, Medical Director
8484 Wilshire Boulevard, Beverly Hills, California 90211
(323) 556-0555
30% Involvement
Has worked with Artisan for last three (3) years
Contact Person: Matt Zimand

DWCS Portal

A DBA for David Whiteside Consulting Solutions, Inc., a California Corporation

David Whiteside, President
PO Box 1223, Hughson Ca 95326
(209) 541-7050
35% Involvement
Has worked with Artisan for last three (3) years
Contact Person: David Whiteside

COMPANY PERSONNEL

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.

Artisan Claims Craft, Inc.

A California Corporation

Byron Kerns, CEO

20687-2 Amar Rd Walnut, CA 91789

(626) 699-4614

35% Involvement

Has worked with Artisan for last three (3) years

Contact Person: Byron Kerns

bkerns@artofclaims.com

Byron Kerns is a veteran of the workers' compensation insurance industry. Byron holds extensive knowledge of the California workers' compensation system with experience in claims handling, medical billing, and lien negotiation. In 2006, Byron started his own company, Resolution Partners Micro & Macro LLC (RPM), which specializes in lien resolution, medical bill reviews, expert witness testimony for lien litigation and hearing representative services. With the success of RPM, Byron created Republic Capital Claims Administrators, Inc., a Third-Party Administrator focused on providing exceptional claims administration.

Artisan Key Personnel:

Byron Kerns, CEO

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bkerns@artofclaims.com

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Dr. Avrom Gart, Medical Director

(323) 556-0555

avromgart@hotmail.com

Avrom Gart, M.D. is Director of Pain Management and Rehabilitation. Dr. Gart is also an assistant clinical professor at the David Geffen School of Medicine at the University of California, Los Angeles (UCLA). Dr Gart is recognized by the state's Worker's Compensation

Board as an Independent Medical Examiner (IME) and Qualified Medical Examiner (QME), Dr. Gart serves as an advisor to the Educational Committee of the International Spine Intervention Society and is a member of the nonprofit Physicians for Social Responsibility. He is certified by the American Board of Physical Medicine and Rehabilitation, American Board of Electrodiagnostic Medicine and American Academy of Pain Management.

Dr. Steven Marles, Medical Advisor (209) 535-5427 stevenwmarlesmdjd@sbcglobal.net

Dr. Steven W. Marles, who specializes in Occupational and Case Management services, including, physician-based intervention, Utilization Review, and Peer Review. Dr. Steven Marles is also a member of the California State Bar. Dr. Marles presents a key role in interpretation of treatment plan processes, peer review, causation, and nexus to AOE/COE application to the nexus of the injury and chief complaint of pain. Dr. Marles has served as Medical director for different practices, and utilization review companies. Dr. Marles has significant experience with public entities, and particularly public safety claims. He has worked with small agencies to as large as Los Angeles County.

David Whiteside, CFO (209) 541-7050 dwhiteside@artofclaims.com

David Whiteside is a retired Police Chief and City Manager, with over 30 years' experience in the risk management industry as a Board member for a public entity JPA, Senior Vice President of a regional TPA, and forming DWCS portal to provide public and private risk management, business services, and operational activities in risk management. David holds a master's degree from California State Polytechnic University, Pomona, a bachelor's degree from California State University, Stanislaus, completion of POST Command College, and the Urban and Land Use Certificate Program from University of California, Davis.

Daniel Henley, VP of Compliance (951) 501-9868 dhenley@artofclaims.com

Over 35-years' experience in private industry risk, cost containment, and claims management leadership. Bachelor's degree, at CSU, Northridge. California Workers Comp SIP Cert. Public entity TPA Experience. Dan is highly competent in bill review, utilization review, managed care, and lien management. Dan has held senior/executive roles in several organizations throughout the public and private entity environment from small companies, to the County of Los Angeles. Dan is also well versed in claim process management, claim auditing, and compliance management.

Natalie Whiteside-Adami (510-512-0885 nadami@dwcsportal.com

Bachelor's degree in Nursing from Regis University. Natalie has served as a Registered Nurse for 6 years, and currently working with Saint Rose Hospital. Natalie has been working with Artisan as the Utilization Review Nurse for the last 3 years. Natalie was trained by Dr. Marles regarding treatment plan analysis, UR processes, and case management. Natalie is a key clinical position for Artisan. Natalie has performed services for COR in this capacity.

Vanessa Rodriguez, Admin Manager (209) 678-3562 vrodriguez@artofclaims.com

Over 20-years of public, non-profit, and private industry management experience. Bachelor's degree at CSU, Stanislaus. Bilingual both verbal and written. AG Safe Safety Certificate. AG labor administration experience. Vanessa managed the entire URAC accreditation process and scored a full compliance score on the initial URAC audit. Vanessa is currently working on her master's degree at CSU, Stanislaus. Vanessa has extensive experience with utilization review program management, compliance, and administrative services. Vanessa also has experience with non-profits, risk management, bill review, and other claim management oversight with private and public entities.

Veronica Diaz, Admin Assistant (626) 699-4614 vdiaz@artofclaims.com

Performs utilization review non-clinical activities on workers compensation related prospective, concurrent and retrospective treatment referrals. Prepares documentation for clinical staff for medical review processing and uses solid judgment to ensure information needed for the treatment approval process is provided to clinical staff based on the Artisan Claims Craft, Inc. policies and URAC standards. Forwards treatment requests to clinical RN and physician reviewers to assess medically necessity. Veronica has been working with Artisan for the last three (3) years, and has experience in both risk management, claims, and cost containment.

Mariah Rodriguez, Admin Assistant (209) 678-3562 ur@artofclaims.com

Performs utilization review non-clinical activities on workers compensation related prospective, concurrent and retrospective treatment referrals. Prepares documentation for clinical staff for medical review processing and uses solid judgment to ensure information needed for the treatment approval process is provided to clinical staff based on the Artisan Claims Craft, Inc. policies and URAC standards. Forwards treatment requests to clinical RN and physician reviewers to assess medically necessity. Mariah is currently attending CSU, Stanislaus and also performs various community volunteer activities.

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A California Corporation

Dr. Avrom Gart, Medical Director
8484 Wilshire Boulevard, Beverly Hills, California 90211
(323) 556-0555

30% Involvement

Has worked with Artisan for last three (3) years

Contact Person: Matt Zimand mzimand@pandsnetwork.com

Since 2003, P&S Network has provided high quality peer reviews for competitive prices for carriers, third party administrators, utilization review organizations, and employers. Our

difference is that we offer one point of contact, accessible during business hours for all time zones within the U.S. You will find that our staff are knowledgeable and can accommodate your specifications for the report. This quality staff ensures excellent reports and fast turn-around times. We offer highly competitive pricing, as well as next day turn around to help you meet your demanding deadlines. Same day stat reporting is also available if needed. We have an extensive panel of physicians, all of whom are board certified in their respective specialties. We offer state matching when required or requested.

DWCS Portal

A DBA for David Whiteside Consulting Solutions, Inc., a California Corporation

David Whiteside, President

PO Box 1223, Hughson Ca 95326

(209) 541-7050

35% Involvement

Has worked with Artisan for last three (3) years

Contact Person: David Whiteside dave@dwcsportal.com

Since 2010, DWCS Portal facilitates a risk/loss early intervention strategic plan, which includes utilization review management and operational support, evaluation of management reports, the individual claim files, policies and procedures, risk assessments, litigation documents, and other internal/external risk/loss management resources or claim development information. The DWCS goal is providing an enhancement, or bridge of innovative and operational tools, which will not only improve internal/external efficiencies, but result in greater savings to client risk management costs. Our tried and tested solutions are already providing significant savings to others in various industry, and our desire is to have our clients recognize those incredible saving opportunities.

EXPERIENCE AND REFERENCES

Company shall provide at least 3 references, within the past 3 years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

The Proposal must demonstrate that the Company, or its key personnel, has at least 3 years' of experience, within the past 3 years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services (Exhibit "A"). A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

Artisan references are listed below for review, which include those engaged at the time Artisan became the current utilization review provider for COR. The services were for Utilization Review and Medical Case Management. The Utilization review services performed is comparable in quality and scope to that specified in this RFP.

Current Accounts:

The City of Riverside
Utilization Review
Joann Combs
3900 Main Street, Riverside, CA 92522
(951) 826-5918
Current Client

Previous Accounts and References:

Superior Grocers
Utilization Review and Medical Case Management
Peter Liivoja, Risk Manager
15510 Carmenita Road, Santa Fe Springs, CA 90670
(562) 345-9000
pliivoja@superiorgrocers.com

Program changed from un-bundled to a fully bundled program, which required a change from both the Third-Party Administrator (TPA), and all cost containment providers

El Super
Utilization Review and Medical Case Management.
Albert Moreno, Risk Manager
14601 Lakewood Boulevard, Paramount, CA 90723
(562) 616-8800
Albert.Moreno@ElSuper.org

Program changed from un-bundled to a fully bundled program, which required a change from both the Third-Party Administrator (TPA), and all cost containment providers

**Monitor Integrated Health Care
Management of Utilization Review and Medical Case Management.**
PO Box 101, Grover Beach, Ca 93302
(661) 323-9312

Company is no longer in operation, we do not have any contact information

**AIMS - Santa Clarita
Utilization Review and Medical Case Management.**
Jeff Head, Claims Manager
P.O. Box 802108, Santa Clarita, CA 91380
(661) 705-2900
jhead@aims4claims.com

Since the beginning of forming Artisan Claims Craft, Inc. all of the current key personnel listed have been assigned and operating within the organization for at least 3 years' of experience. and all sub-contractor staff have been equally engaged within the past 3 years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services (Exhibit "A"). Additionally, neither Artisan or the sub-contractors have filed for bankruptcy under any business name over the past five (5) years.

EVIDENCE OF INSURANCE

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B).



ARTIS-6 OP ID: LF

CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
08/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Grosslight Insurance IE Div. License #0L78830 1333 Westwood Blvd Los Angeles, CA 90024	CONTACT NAME: Linda Flanagan PHONE (AC, No, Ext): 310-689-5351 FAX (AC, No): 310-312-4993 EMAIL ADDRESS:														
INSURED: Artisan Claims Craft, Inc 20687-2 Amar Rd. #824 Walnut, CA 91789	INSURER(S) AFFORDING COVERAGE: <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: AmGUARD Ins Co</td> <td>42390</td> </tr> <tr> <td>INSURER B: Landmark Am Ins Co</td> <td>33138</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: AmGUARD Ins Co	42390	INSURER B: Landmark Am Ins Co	33138	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ISSUE DATE (MM/DD/YYYY)	RENEWAL DATE (MM/DD/YYYY)	POLICY NO. (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> BODILY INJURY <input checked="" type="checkbox"/> BODILY DAMAGE <input checked="" type="checkbox"/> Designated Premises <input checked="" type="checkbox"/> Professional Liability <input type="checkbox"/> Automobile Liability <input type="checkbox"/> Umbrella Liability <input type="checkbox"/> Excess Liability	11/11/2018	11/11/2019	ARB932444	11/11/2018 - 11/11/2019	EACH OCCURRENCE: \$ 1,000,000 AGGREGATE: \$ 0 MEDICAL EXPENSES: \$ 10,000 PERSONAL AND ADVERTISING: \$ included PRODUCTS AND COMPLETED OPERATIONS: \$ 2,000,000 CONTRACTORS POLLUTION: \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (NON-PROFESSIONAL) (EMPLOYERS' LIABILITY) (EMPLOYERS' LIABILITY) (EMPLOYERS' LIABILITY)	11/11/2018	11/11/2019	ARWC914280	11/11/2018 - 11/11/2019	DEATH AND DISMEMBERMENT: \$ 1,000,000 MEDICAL BENEFITS: \$ 1,000,000 DISABILITY BENEFITS: \$ 1,000,000
B	Professional Liab. Ded.: \$2,500/claim	11/14/2018	11/14/2019	LH8836205 CLAIMS MADE POLICY	11/14/2018 - 11/14/2019	Ea Limit: \$ 1,000,000 Aggregate: \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Bryon Kerns (President) is excluded from all coverage under the workers compensation policy. Professional Liability retroactive date: 11/14/10. Certificate holder is additional insured per written "see notes"

CERTIFICATE HOLDER The City of Riverside, and its officers, employees and agents 3900 Main Street Riverside, CA 92522	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

PRICING

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Services. All proposals shall include a breakdown of the costs. Proposals shall include a breakdown of the proposed fees including the following:

Artisan has reviewed the RFP, performance requirements and are submitting the following pricing based on the current understanding of the COR current program model. Our pricing is focused on a “physician-based” model, that relies on a higher level of scrutiny through evidence-based medicine.

- Level 1 Review (Nurse) \$ 85.00 Per Review
- Level 2 Review (Physician-Based Medical Review) \$ 195.00 Per Review*
- Level 3 (Peer Review) \$ 245.00 Per Review*
- Administrative fee (Maintaining Adjustor Authorizations) **No Charge**
- IMR Packaging **No Charge**

*Artisan will charge an additional \$160.00 for increments of 5 items

EXHIBIT C

All proposals must include a response to the Disclosure Questionnaire utilizing the form in Exhibit "D." Please disclose any and all past or current business and personal relationships with any current Riverside elected official, appointed official, City employee, or family member of any current Riverside elected official, appointed official, or City employee. ***Any past or current business relationship may not disqualify the firm from consideration.*** Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

In reviewing the RFP No. 1950, we noticed the reference to Exhibit "D," which we assume is referencing the sample agreement. Exhibit C of the RFP appears to contain the disclosure requirements. As such, for the response we have covered the language under the Exhibit C section of our response. As mentioned in the Artisan response, Artisan Claims Craft, Inc. is the current UR provider for COR, and as such, our team members have been engaged in ongoing UR business discussions with COR staff. Artisan staff has not had any past or current personal relationships with any current Riverside elected official, appointed official, City employee, or family member of any current Riverside elected official, appointed official, or City employee. In addition, Artisan Claims Craft, Inc. has not had any administrative proceedings, claims, lawsuits, or other exposures pending against the company or sub-contractors. Please see the below completed disclosure questionnaire.

DISCLOSURE QUESTIONNAIRE

The Consultant shall complete the following questionnaire:

1. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No XXX

If the answer is yes, explain the circumstances in the following space.

2. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the Consultant?

Yes _____ No XXX

If the answer is yes, explain the circumstances in the following space.

URAC ACCREDITATION CERTIFICATE



CERTIFICATE OF AWARD

in recognition of
Artisan Claims Craft, Inc.
979 S. Village Oaks Dr.
Covina, California 91724

for compliance with
Workers' Compensation Utilization Management, 7.3 Accreditation Program

is awarded
Full Accreditation

Effective from January 01, 2019 through January 01, 2022

Kylanne Green
President & Chief Executive Officer

Certificate Number: WUM006178 - 112447



ACCREDITED

URAC accreditation is assigned to the organization and address named in this certificate and is not transferable to subcontractors or other affiliated entities not accredited by URAC.

URAC accreditation is subject to the representations contained in the organization's application for accreditation. URAC must be advised of any changes made after the granting of accreditation. Failure to report changes can affect accreditation status.

This certificate is the property of URAC and shall be returned upon request.

EXHIBIT "B"

COMPENSATION

- Level 1 Review (Nurse) - \$85.00 per review
- Level 2 Review (Physician-Based Medical Review) - \$195.00 per review*
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- Administrative fee (Maintaining Adjustor Authorizations) - No charge
- IMR Packaging - No charge

*Artisan Claims Craft, Inc. will charge an additional \$160.00 for increments of 5 items

EXHIBIT "C"

KEY PERSONNEL

COMPANY PERSONNEL

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A California Corporation

Byron Kerns, CEO

20687-2 Amar Rd Walnut, CA 91789

(626) 699-4614

35% Involvement

Has worked with Artisan for last three (3) years

Contact Person: Byron Kerns bkerns@artofclaims.com

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A California Corporation

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(323) 556-0555

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Contact Person: Matt Zimand mzimand@pandsnetwork.com

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Has worked with Artisan for last three (3) years

Contact Person: David Whiteside dave@dwcsportal.com

Since 2010, DWCS Portal facilitates a risk/loss early intervention strategic plan, which includes utilization review management and operational support, evaluation of management reports, the individual claim files, policies and procedures, risk assessments, litigation documents, and other internal/external risk/loss management resources or claim development information. The DWCS goal is providing an enhancement, or bridge of innovative and operational tools, which will not only improve internal/external efficiencies, but result in greater savings to client risk management costs. Our tried and tested solutions are already providing significant savings to others in various industry, and our desire is to have our clients recognize those incredible saving opportunities.