

## SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of June 2026 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and LWP Claims Solutions, Inc., a California corporation, whose address is 35 Miller Ave., #214, Mill Valley, CA 94941 (“**Provider**”), in reference to the following facts and circumstances:

### RECITALS

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: Workers’ Compensation adjusting and administrative services.

C. With the written approval of the City Attorney, City staff selected the service provider on a sole source basis due to the specialized nature of the claims processing services that the City requires, the Provider’s familiarity with the City’s worker’s compensation procedures, and the Provider’s strong track record of performance over the past five years.

D. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

E. Whereas, the City Council authorized the City Attorney to execute this agreement on \_\_\_\_\_.

F. The City and Provider desire to enter into an agreement for Workers’ Compensation adjusting and administrative services, upon the terms and conditions herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

**1. TERM:**

The term of this Agreement shall commence on the 1st day of July 2026, and shall terminate on the 30th day of June 2031, unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in **Exhibit A** as requested. Provider acknowledges that the work plan included in **Exhibit A** is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month.

b. Pricing and accounting of charges are to be according to the fee schedule as set forth in **Exhibit B** and incorporated herein by this reference.

**4. TIME IS OF THE ESSENCE:**

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf

of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

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Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers’ Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured

Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance

requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda  
City Attorney's Office  
2263 Santa Clara Ave, Room 280  
Alameda, CA 94501  
ATTENTION: Risk Manager  
Ph: (510) 747-4777

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

LWP Claims Solutions, Inc.  
35 Miller Ave. #214  
Mill Valley, CA 94941  
ATTENTION: Judy Adlam  
Ph: (415) 384-0370

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda  
City Attorney's Office  
2263 Santa Clara Ave, Room 280  
Alameda, CA 94501

ATTENTION: Risk Manager  
Ph: (510) 747-4764

**18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEYS' FEES:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's

fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

**21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**26. PREVAILING WAGES:**

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**27. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**28. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**29. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

**30. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**


IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

LWP CLAIMS SOLUTIONS, INC.  
a California corporation

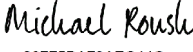
Signed by:  
  
44F75F349E514F5...  
\_\_\_\_\_  
Judy Adlam  
CEO

CITY OF ALAMEDA  
a municipal corporation

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Yibin Shen  
City Attorney

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\_\_\_\_\_  
SheriLynn Erickson  
CFO

APPROVED AS TO FORM:  
City Attorney

Signed by:  
  
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\_\_\_\_\_  
Michael Roush  
Special Counsel

LWP Claims Solutions, Inc



**Delivering  
What We Promise**

Workers' Compensation Claims Management  
City of Alameda  
Proposal for Services - Renewal

Judy Adlam  
President & CEO  
March 17, 2026



March 11, 2026

Susie Kim  
Lisa Cooper  
Yibin Shen  
City of Alameda

Delivered via email to: [skim@alamedaca.gov](mailto:skim@alamedaca.gov), [lcooper@alamedaca.gov](mailto:lcooper@alamedaca.gov), [yshen@alamedaca.gov](mailto:yshen@alamedaca.gov)

All,

Thank you for the opportunity to present a renewal proposal for Workers' Compensation Claims services. We remain honored to be your claims partner and are committed to meeting and exceeding your expectations.

Be assured that in the upcoming years, we will work even harder than during these first five years to deliver outstanding results and service. We will continue to work diligently to earn your business each and every day, and to demonstrate our commitment to be a "partner" rather than an "administrator."

We look forward to another productive year and are confident that we can make additional improvements in containing your claims costs. We promise to look for creative ways to resolve your claims, and to support your operations and those of your members. And above all else, we remain committed to "Delivering What We Promise!"

Sincerely,

*Judy*

Judy Adlam  
LWP Claims Solutions Inc  
President & CEO  
(415)384-0370

35 Miller Ave. #214  
Mill Valley, CA 94941  
[J\\_adlam@lwpcclaims.com](mailto:J_adlam@lwpcclaims.com)



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## Executive Summary

LWP is honored to be the City of Alameda's Workers' Compensation claims partner since 2021. We are confident that we can continue to deliver strong results while easing the process for the City and for your employees. We recognize that the City requires a partner with a good understanding of the principles that differentiate excellence in Workers' Compensation from mediocrity and require a partner who can deliver. LWP is that partner!

Our exclusive focus on Workers' Compensation claims coupled with our results-oriented culture allow us to balance the need for customization with the discipline to execute our Best Practices and deliver superior results. We are confident that we can continue to deliver services that provide you with a distinct financial advantage. In addition to providing the programs currently in place for the City, LWP is committed to providing access to new programs and strategies that are developed to meet the ever-changing Workers' Compensation environment. We recognize that ongoing success requires the following:

- Maintaining the best staff for the City
- Managing the Programs: (including the Clinical Component, Medical Provider Network, Disability Management, Litigation Support, Recovery, and Special Investigations)
- Disciplined Execution of Best Practices
- Effective Cost Containment Strategies
- Client Support

We expect to continue to refine our service offerings and to continue to customize and tailor our services by working with you to identify particular areas of need.

## Maintaining the best staff for the City

At LWP, we recognize that identifying the right staff for any particular client is part art, part science. LWP takes very seriously the process of matching the proper Examiner with the client. We consider

- Client culture and objectives
- Relevant experience
- Examiner's caseload (both new loss volume and pending)
- Feedback from the client

## Staff supporting the City

Amber Davis serves as the Claims Director /Account Manager.

In her role, she ensures that our programs and protocols meet the City's needs and are followed.

**Amber Davis****Director of Claims****Public Entities**

Amber joined LWP in 2003 as a Workers' Compensation Examiner, having adjusted workers' compensation claims since January 2000. She is a graduate of the Ricks College with Associate in Arts & Science. She holds the California Self Insured Certificate since 2003. She is a Certified Adjuster under the California Insurance Code and the California Code of Regulations. Amber was promoted to Claims Supervisor in 2008, Claims Manager in 2013 and Claims Director in 2022. She oversees all staff the support our public agency clients, and all public pools.

The City is further supported by a team comprised of the following staff:

- 1 Claims Supervisor – partially dedicated
- 1 Claims Examiner - partially dedicated
- 1 Future Medical Examiner- partially dedicated
- 1 Claims Assistant – partially dedicated

Additional support (to include mail room, scanning, check printing, bill payment, trust fund replenishment and balancing and loss reporting) will be provided by our Centralized Services Team)

## Managing the Programs

We believe in continually refining our approach to stay ahead of the ever-changing external legislative, judicial and clinical factors that can drive costs up. Our current approach to the major claims programs includes:

### The Clinical Component

At LWP, we believe that excellence in clinical management is the best way to shorten disability durations and speed both return-to-work and claims closure. Our track record for excellent outcomes is the result of our focus on aggressive up-front medical treatment, a reliance on evidence-based protocols and very aggressive return-to-work efforts. We subscribe to the sports medicine philosophy of medical treatment. We advocate immediate diagnostics and early aggressive treatment to shorten the treatment timetables and keep the injured worker focused on recovery and return to work. Additionally, we know that passive treatment and delays can also lead to dependence on pain medications and the resulting "disability" syndrome. We are willing to "think outside the box" when treatment alternatives are presented that have a likelihood of a productive return to work.

Some of our differentiators include:

- UR plan that accommodates adjusters approving needed treatments without delay – roughly 93% of all treatment requests are approved by the Examiner without the delay and expense of Utilization Review
- Diagnostic testing program that gives us access to preferential testing appointments at various providers at discounted rates
- Two-pronged approach to preventing prescription drug overutilization (including Pharmacy Benefit Network that includes first-fill, and physician peer-to-peer wean down support)
- Very judicious use of Nurse Case Managers with many assignments limited to one-time tasks

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### **Medical Provider Network**

LWP offers a proprietary Medical Provider network that is currently in use by the City.

Our network, developed by Signature Networks Plus, offers clients a very distinct advantage, both in quality of care and in cost. The network is offered in two forms- one including Kaiser and one excluding Kaiser, with all other features of the networks being identical. Some advantages to our network include:

- Statewide Network developed by industry leading network developers
- Providers were carefully chosen based on extensive data that measures outcomes (return-to-work and treatment durations)
- Need for utilization review is significantly reduced by the quality of physicians (saving time and expense)
- Significantly deeper discounts than most MPNs
- No access fee (client pays only the PPO % of savings BELOW fee schedule without any separate access fee.)
- Litigation rates are reduced through use of a good network

We continually review the effectiveness of the providers and always welcome input from the City.

### **Disability Management**

LWP is committed to proactive disability management that is focused on early and sustained Return-to-Work. We recognize the need for early aggressive medical treatment so as to minimize disability and facilitate case resolution. We know that claims resolve quicker when the injured worker is returned to work. While an injured worker is disabled, we contact the treating physicians frequently. During the call, we attempt to coordinate release to full duty or, failing that, a return to modified or alternate work. Our staff is trained to probe for information about what an employee is physically ABLE to do, rather than accepting “unable to return to work” as a status. We focus on activities of daily living to determine whether we can work with the employer to create modified duties based on those abilities.

### **Litigation Support**

LWP believes in aggressive litigation management focused first on avoiding the process and then limiting the use of counsel to task assignments when appropriate. As a result, our clients enjoy litigation rates that are considerably below the state average. We believe, and have proven, that prompt and appropriate file handling reduces the number of claims that go into litigation. By involving the injured worker and employer as key members of the claim management team, conflicts and disputes are avoided and/or minimized.

Our litigation management strategies include:

- Referrals to counsel are limited, and when needed, are issue-specific
- Litigation budgets are required of counsel
- All case activity requires the examiner’s approval
- LWP examiners maintain control of the file at every step of the process
- LWP examiners are trained to manage basic legal issues without attorney involvement
- LWP recommends litigation claim reviews to review all litigated cases with the attorney(s), client and claims staff.

Through these practices we have been able to successfully control our clients’ allocated loss adjustment expenses and the impact that litigation has on average claim duration. When litigation commences, we evaluate the case

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for resolution at every step of the process. We will continue to work with the City to ensure our litigation management program fits your EXACT needs.

### **Recovery Support**

LWP pursues recovery on behalf of the City, that includes:

- Subrogation
- Excess recovery
- Contribution

It is our philosophy to aggressively pursue all types of recovery on behalf of the City. We are confident we can continue to support the City in any recovery opportunities that arise.

### **Special Investigations Unit (SIU)**

Our approach to SIU is consistent with our approach in all other areas. We do not paint all injured workers with a broad brush. We strive for balance, knowing that fraud must be taken very seriously, yet also recognizing that unfounded accusations and mistrust lead to unnecessary litigation and expense.

Our staff receives regular training in how to identify potential fraud without becoming suspicious of honest and well-meaning injured workers. We utilize a list of Key Fraud Indicators that assist the Examiner in identifying claims that may require additional investigation. Whenever red flags are identified, the Examiner will immediately contact the Employer to discuss and agree on an appropriate plan of action.

On occasion, the SIU investigation raises issues that do not rise to the level of prosecution, but which could still result in expedited return-to-work. Often, surveillance films can be shown to a treating physician that will result in the physician releasing the injured worker to return to modified or full duty. Films that show some moderate activity can be successfully used to prompt a release from care or return to work even if they are not sufficient for an SIU prosecution.

### **Disciplined Execution of Best Practices**

LWP has a proven track record for disciplined execution. We have documented those practices that we are confident facilitate achievement of outstanding results. We will continue to work with the City to ensure we understand the City's specific requirements, and that we hold ourselves to those standards.

We measure and monitor our Examiners' performance to be sure that the agreed Best Practices are utilized. We know that the difference between excellence and mediocrity is in the blocking and tackling that occurs each and every day. Yet, we also recognize that even tried and true techniques are not always the best course for any particular claim. Our Examiners are empowered to evaluate the circumstances of a claim and to consider an alternate course of action that is likely to lead to a better result for a particular claim. We want our Examiners to "do the right thing," rather than merely "doing things right." If at any time, the Examiner proposes an alternative strategy, this will be discussed with the client prior to embarking on an alternative path.

At LWP, we recognize that our core responsibility is to investigate, adjust and settle claims.

LWP has extensive protocols to ensure that we determine eligibility for, and then process both medical and indemnity benefits in a timely manner.

Included in our core responsibility is timely payment of benefits and notices to employees. Through careful hiring and training practices working hand in hand with a claims system specifically designed to move claims toward conclusion while complying with all regulations we are able to effectively meet this responsibility. Our unique approach to supervision and management also ensure compliance with the California Labor Code. Integral to our approach to claims handling is client involvement. The City maintains final control of each item requested. Communications have been established to ensure that you are always aware of claim status and approval is sought when appropriate.

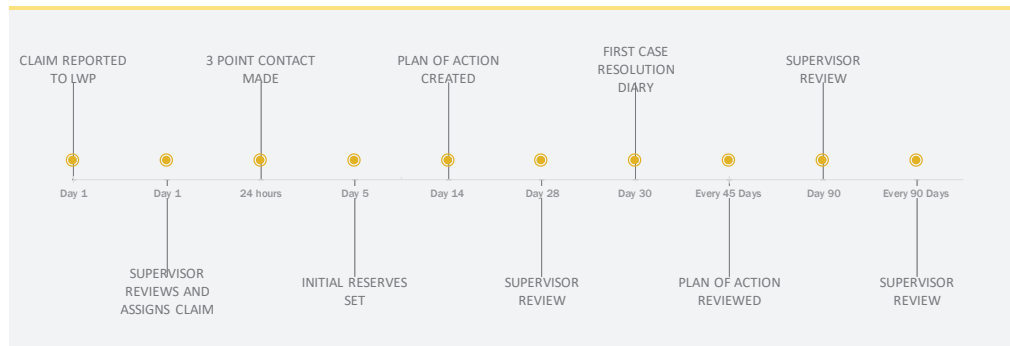
LWP’s contact is focused on determining what activities the employee is ABLE to perform. We do not accept “unable to work” as a status. We look for the activities that CAN be performed, including activities of daily living. We then work with the Employer to determine whether temporary modified work can be available to keep the employee at work.

LWP has a proven track record for disciplined execution. We go well beyond the legal requirements in order to ensure that we accomplish the goal of minimizing the disruption both to the injured worker and to the employer that is caused by an industrial injury. We want our Examiners to “do the right thing,” rather than merely “doing things right.”

We have documented those practices that we are confident facilitate achievement of outstanding results. We measure and monitor our Examiners’ performance to be sure that our Best Practices are utilized. We know that the difference between excellence and mediocrity is in the blocking and tackling that occurs each and every day. Yet, we also recognize that even tried and true techniques are not always the best course for any particular claim. Our Examiners are empowered to evaluate the circumstances of a claim and to document and pursue a course of action that is likely to lead to a better result for a particular claim.

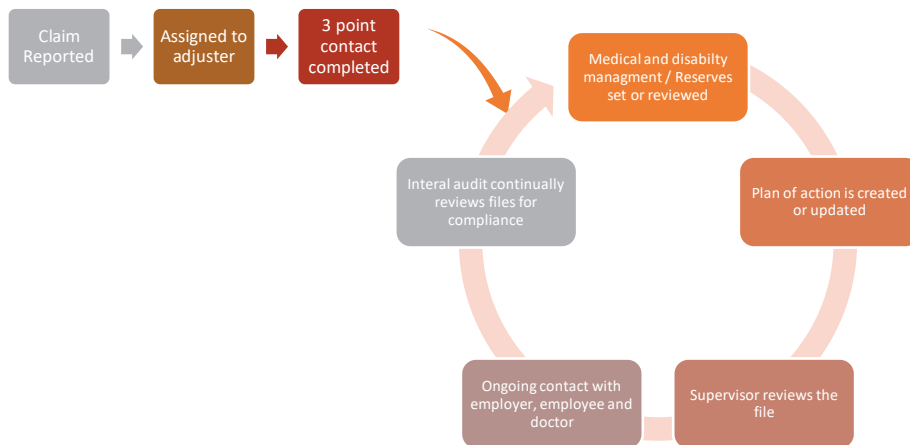
LWP will continue to manage the claims according to the City’s handling guidelines. The life of an indemnity claim is represented by the graph below;

### Indemnity Claim Timeline



LWP sets up a claim and begins the three-point contact process immediately upon receipt of ANY notice of a claim. LWP Examiners are required to make three-point contact on all Indemnity claims within 24 hours of receipt, with the first contact always being the employer. If voice-to-voice contact is not achieved, the Examiner will continue efforts to reach the parties until accomplished.

Once the three-point contact is completed the claim begins a cycle of processing that is continually focused towards closure.



During the initial case evaluation and no later than five business days from the date the claim is originally reported to us, the Claims Examiner establishes a reserve that reflects the likely cost of the case based on the available factual and medical information. Subsequent reserve changes are made within five business days of receipt of any additional information supporting a reserve adjustment. It is our philosophy to ensure that the reserves represent the likely outcome based on available information. The Examiner will review reserves every 30 days in addition to reevaluating them every time new information is received.

Our supervisors review reserves each time they touch a file. After assigning the claim and providing initial direction to the Examiner, they first see the reserves at their 28 day review, and then subsequently at each touch point and on each oversight diary. Supervisors maintain oversight diaries no longer than 90 days apart, and more frequently for files with significant issues. Additionally, they must approve all reserve changes that meet the client thresholds as well as reviewing the reserves in preparation for each client claim review. Beginning with this review and continually through the life of the claims the supervisor and adjuster will work at each touch of the claim to move toward closure.

Our protocols include regular plan of action updates. For each claim issue, the Examiner will enter a status update as well as a Plan for the Steps necessary to resolve that issue. The scheduled review and update of this plan will allow the BCJPIA to immediately review the status of the claim at any time through online access. Continued review by the examiner and the supervisor is maintained through the use of our diary system. Each time a diary is worked another will be set. We consider resolution of the claim at each touch and are constantly working to return the injured worker to work and close the claim.

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## **Effective Cost Containment Strategies**

LWP has a proven track record for “doing the right thing”, rather than merely “doing things right”. Our focus is always on the successful outcome, rather than on the savings that can be generated by a single short-sighted transaction.

We maintain extensive cost-containment programs that are designed to first provide access to the best care available, and secondly, to offer cost savings where available. We review our claims and cost containment results regularly to look for patterns that may allow us to fine tune our Best Practices in order to maximize the impact that cost-containment techniques have in the right situations while minimizing the costs and time that can be spent chasing savings that can be less than the cost of the process. Plainly stated, we will not spend a dollar to try to save fifty cents.

LWP’s cost containment program, branded as “SPHERE Solutions,” is flexible and can be adapted to meet the unique needs of the client. We offer a menu of services, as well as interfacing with providers chosen directly by the client. Each service can be customized for each client.

### **Utilization Review**

One of the distinguishing features of LWP’s UR program is our judicious use of UR. As with all other things, LWP does not believe that more is necessarily better. In fact, unnecessary UR can serve to alienate treating physicians and injured workers and drive up employers’ costs. We continually monitor each Examiner’s utilization to look for training opportunities. Examiners are encouraged to approve diagnostics and treatment that are very unlikely to be denied or modified. This can even include approving surgeries based on positive objective diagnostic findings. This approach is also consistent with our sports medicine philosophy to ensure aggressive, up-front medical care in order to speed the process from diagnosis to recovery.

### **Nurse Case Management**

It is our philosophy to utilize nurse case management on a case-by-case basis. We believe that Case Managers can be an invaluable resource in the right situations. But indiscriminate use drives up claim costs while also diluting the nurse’s effectiveness on the right cases. More is not necessarily better.

Field case management is generally reserved for those claims that are more severe or where face-to-face intervention with both the employee and treating doctor will serve to facilitate an early return to work and recovery. Most field case management assignments are task-specific, with the field case manager assigned to attend a medical appointment or meet with an injured worker and their family, after which they close their assignment until/unless requested to take any additional action.

We recommend case management services be implemented when a need is identified and should end when they are no longer impacting the return-to-work efforts or ultimate claim outcome. The specific guidelines are tailored to each client to be consistent with their return-to-work program.

### **Medical Bill Review**

At LWP, we believe that the most important component of bill review is identifying the best network for a client. Our clients can access both national and customized networks, and networks can be stacked in order to maximize



savings. In order to provide extensive flexibility, we have built an internal system that adds a significant layer of quality control that sits on top of a bill review company's software. By using this approach, we are able to offer our clients a full assortment of network options while still ensuring accuracy of reviews and payments and consistency across networks and providers. We have a fully integrated interface with accuro.

### **Medical Provider Network**

LWP offers our client's access to a proprietary Medical Provider network that we believe offers a very distinct advantage, both in quality of care and in cost. The network is offered in two forms- one including Kaiser and one excluding Kaiser, with all other features of the networks being identical. Some advantages to our network include:

- Network developed by industry leading network developers
- Providers were carefully chosen based on extensive data that measures outcomes (return-to-work and treatment durations)
- Need for utilization review is significantly reduced by quality of physicians (saving time and expense)
- Significantly deeper discounts than most MPNs
- No access fee (client pays only the per-bill bill review fee, which includes MPN access)
- Simplified enrollment

### **Prescription Drug Management**

LWP has implemented an aggressive, multi-pronged approach to controlling Pharmacy Costs. Our program includes the following:

**Pharmacy Benefit Network (PBN)** – LWP has a strategic partnership with Optum for pharmacy services. Optum's extensive network and pharmacy cards provide accessibility and ease of use for the injured employees. The network pricing and utilization review allows LWP to monitor medical use and control claim costs for our clients. Features include:

- No prescriptions can be filled in physicians' offices
- First Fill cards provided to employer
- Home Delivery service available
- Brand to generic channeling
- Both network discounts and out-of-network retrospective reviews
- Robust database checks for drug interactions, non-formulary prescriptions, over-utilization and prescriptions filed by multiple physicians

**Clinical Oversight**-One of the strongest advantages to this program is Optum's clinical oversight. A team of pharmacists review our utilization and identify claims that they feel might benefit from roundtable discussions. Those discussions include the claims team and the clinicians who develop strategies for wean down, detox and transition to alternative medications.

**Peer-to-Peer Physician Intervention**- LWP has partnered with Optum to offer peer-to-peer physician coaching for treating physicians who are uncomfortable with the wean-down and detox process. They focus on educating physicians on safe methods of weaning, utilizing drug replacement strategies and detox methods.

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### **Expedited Diagnostic Testing**

For diagnostic services, LWP currently has a strategic partnership with One Call Medical and with HomeLink. The benefits of this arrangement are twofold - (1) preferential expedited appointments to speed diagnosis and treatment and (2) reduced fees for these services. Most tests can be scheduled within 24 hours to avoid the protracted delays that interfere with return-to-work and healing. There is no separate pricing for this program. Charges will be no higher than fee schedule, without any additional administrative charge.

Upon receipt of referral, our partner will contact the injured employee to schedule the diagnostic test at a network facility. Reports are sent to the claims examiner immediately following the diagnostic test.

### **Durable Medical Goods**

LWP has strategic partnerships with One Call Medical and with HomeLink for Durable Medical Goods. We channel to these providers in order to effectively track utilization as well as accessing discounted prices for durable goods.

### **Transportation and Translation Program/Network**

LWP has a strategic partnership with One Call Medical. Their Relay-Ride program has resulted in very substantial savings by using an on-demand Lyft transportation model. Their proprietary software allows them to schedule and communicate with drivers and injured workers in real time, offering the injured employee seamless services at a much-reduced cost.

Translation services include the availability of language-line telephone translation in all languages, as well as on-site face to face translators for meetings, depositions and medical appointments.

### **Physical Therapy**

LWP has formed strategic partnerships with One Call Medical and with HomeLink to offer access to their Physical Therapy Network. The benefits of utilizing a network are:

- Removes the financial incentive for physicians to over-prescribe, since the therapy will be performed at a facility in which the physician has no financial interest
- Consistency of reporting
- Discounted fees (8% below fee schedule for Concentra, 16% below fee schedule for other providers)

### **Clinic Management Program**

LWP's managers work directly with medical clinics to improve their reporting practices when needed. We visit the business managers at those clinics to reinforce the necessity of providing timely and comprehensive reports that address our very specific requirements, including our requirement to comment on allowable activities of daily living when reporting any work restrictions. LWP has experienced improved reporting from some clinics following their understanding that patients will be directed to other clinics if we cannot obtain the information needed to support our clients.

## **Client Support**

Proactive service coupled with responsiveness to clients' needs is the hallmark of LWP's service model. We have 32 years' experience managing claims for self-insured clients and recognize that workflows and logistics are a very important component in successful program support. We know that

- Coordinated Account Management
- Strong Communication with the City
- Client Access and Reporting

### **Coordinated Account Management**

The City is supported by Amber Davis, our Director of Claims- Public Agencies. She remains available at any time to discuss issues and coordinate communications. Although the client is encouraged to communicate directly with our Assistant Claims Manager, Supervisor and Examiners, Amber will also be available to coordinate that communication at any time.

#### **Amber Davis**

**Director of Claims**

**Public Entities**

Amber joined LWP in 2003 as a Workers' Compensation Examiner, having adjusted workers' compensation claims since January 2000. She is a graduate of the Ricks College with Associate in Arts & Science. She holds the California Self Insured Certificate since 2003. She is a Certified Adjuster under the California Insurance Code and the California Code of Regulations. Amber was promoted to Claims Supervisor in 2008, Claims Manager in 2013 and Claims Director in 2022. She oversees all staff the support our public agency clients, and all public pools.

### **Strong Communication with the City**

Building on our track-record for building strong and enduring relationships, we remain open to training all our communications to meet the City's specific needs and preferences. We are happy to continue using the protocols in place, but are also happy to revisit any of the protocols that the City might be interested in updating. Some noteworthy features of our communications approach include:

**Regular Communications with All Parties:** At LWP, we believe that regular communication with all parties is essential in ensuring a superior result. We know that lack of information and failure to follow through leads to much of the litigation in Workers' Compensation. LWP clients enjoy very low litigation rates due to the disciplined follow through that our Examiners deliver. We firmly believe that involving the Injured Worker in the process prevents misunderstandings and drives down litigation. We are committed to keeping all parties informed, to checking in regularly and to ensuring that an Injured Worker knows what to expect, and when.

We expect to have very frequent communications with the City's team and staff. We feel that it is very important to involve our clients in both routine and high-level issues to ensure the maximum level of claims management is being provided. Successful claim outcomes can be traced very specifically to teamwork between the employer and the administrator.

Communications with our clients is done through a combination of email, telephonic and face-to-face means. You are welcome to reach out to our management and claims team at any time. All remain available to assist with issues, large and small. Additionally, we expect to provide regular reports that detail the status of various issues. You can expect regular calls from our management and meetings at whatever frequency is preferable to you.

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**User Friendly Reporting:** LWP maintains very robust reporting capabilities. We deliver reports via several methods:

- Regularly scheduled reports are emailed to clients
- Client access to templates
- Customized reports prepared by LWP staff
- Stewardship reports

**Scheduled Reports:** We continue to provide those reports that have been requested by the City. We are always happy to review those reports and to develop any additional reports that the City would find helpful. Reports can then be automatically distributed to you on any schedule that his helpful, whether daily, weekly, monthly or quarterly.

**Customized reports prepared by LWP staff:** LWP also maintains staff with expertise in creating customized reports. The City will have unlimited access to our staff and can request ad-hoc or customized reports at any time. We employ a team of analysts with very advanced capabilities in order to assist clients with advanced reporting and analysis needs.

**Stewardship Reporting:** LWP commits to providing Stewardship reporting that includes metrics that are of particular interest to the City. We will offer some metrics based on our observations, and then will tailor the reports to meet your specific suggestions. We can mimic a format already used or can collaborate on the development of new reports in order to meet your needs.

**System Access:** LWP offers the City access to Origami Risk. Through this access, you will be able to:

- View individual claim details
- Run reports
- View a dashboard with selected metrics

# EXHIBIT B

## Proposed Pricing

### Claims Administration - Life of Contract Claims Administration and Managed Care

#### Annual Claims Fee

July 1, 2026 – June 30,2027	\$240,631
July 1, 2027 - June 30, 2028	\$247,850
July 1, 2028 – June 30, 2029	\$255,285
July 1, 2029 – June 30, 2030	\$264,220
July 1, 2030 – June 30, 2031	\$273,467

Services will be billed monthly at 1/12th of annual fee.

#### Services Included in Claims Administration Fee

Claims Administration	Designated Account Manager
Claim Review Meetings	Litigation Management
	Reporting to Excess Reinsurer

#### Additional Services

Annual Administration Fee	\$5,000
Bank Charges (Does not include outgoing ACH)	Included
Storage Fees	Included
On-Line 5020 Reporting	Included
Loss Reports	Included
On-Line System Access - up to 4 users	Included - \$250 per year per user in excess of 4 users
Trust Accounting	Included
Preparation and filing of 1099's	Included
Preparation of SIP reports	Included
FROI/SROI Reporting	Included



Medicare Reporting	Included
Ebill	Included

**Bill Review**

**Fee**

Standard Medical Bill Review Fee Schedule Reductions	\$9.00 per bill plus PPO Reduction
Inpatient or outpatient hospital or surgery center	\$300 per bill plus PPO Reduction Should hospital inpatient, outpatient, or ambulatory surgery center charges be less than or equal to \$300 the standard bill review fee and PPO network discount shall apply
PPO Reduction	24% of Reduction below Fee Schedule for all network except Anthem, Anthem 27% of Reduction below Fee Schedule
Bills not subject to Fee Schedule	24% of Reduction

**Managed Care Programs**

**Case Management**

Telephonic Case Management	\$104 per hour
Field Case Management	\$110 per hour + incidentals (including mileage, phone, tolls, parking, etc.)

**Utilization Review**

Adjuster Review	No Charge
Tier 1 - Nurse Review	\$120 Flat Fee <i>Includes 3 medical request in a single review, set up, phone calls to physician, email notices to adjuster and letters to all parties including network providers. Fee applies to reviews approved by nurse or escalated to physician.</i>
Tier 2 - Physician Review	\$235 plus nurse charge <i>Includes 3 medical request in a single review.</i>



Reconsideration \$235 flat fee up to 3 medical requests per referral

Pharmacy Review \$385 plus nurse charge

*Includes unlimited medical request in a single review.*

Pharmacy Reconsideration: \$385 flat fee

### Medical Provider Network Access (LWP Network)

PPO fee for savings below fee schedule and negotiations 24%

*There is no separate charge for medical provider access to LWP's proprietary network. Percentage of savings below fee schedule is the only charge.*

### Specialized Network Access (bill review charges do not apply)

Durable Medical Goods \$5 per bill network access fee

Expedited Diagnostic Testing \$5 per bill network access fee

Physical Therapy Network \$5 per bill network access fee

Pharmacy Benefit Network \$5 per bill network access fee

*These charges apply only if LWP's programs are utilized.*

### Other Services Fee

#### Investigation

Investigative Services \$95 per hour

SIU Related Services \$105 per hour

Background Investigation \$375 flat rate

Social Media Investigation \$375 flat rate

Background + Social Media Packaged at Discount \$550 flat rate

Medical Canvass \$525 flat rate

VeriFive Package of 5 services for claim verification at a \$800+ Discount \$1,550 flat rate

- VeriFive Package includes 1. Background; 2. Social Media; 3. Medical Canvass; **PLUS** 4. SIU Review + Strategy Development; and 5. Recorded Virtual Statements inclusive of Evidence-Based Questions. Includes two statements; additional fees apply for add-on services.



Plus expenses which can include, but are not limited to: mileage, database fees, DMV fees, court search fees, records, certified copies, tolls, parking, evidence storage, and transcription.

LWP has negotiated rates below standard industry rates on all investigative services including field investigations, SIU related services, and desktop services including background, social media, medical canvass, and other applicable investigative tools.

Indexing

Index and OFAC Reporting (ISO Fee passed through) \$25 per claim (2026 fee - reviewed annually)

Subrogation

15% of gross recovery

*Fee shall not apply to cases where file is referred to subrogation attorney for handling and shall apply only to cases where recovery is negotiated by LWP staff. Fee shall still apply to cases where counsel is employed ONLY to draft releases, but where LWP did all negotiations.*

LWP makes every effort to keep pricing as consistent as possible. Managed Care and Cost Containment pricing is subject to change with notice. Pricing is governed by annual notices, sent each December. Pricing above constitutes 2026 pricing, consistent with the 2025 notices.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/25/2025

**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 have ADDITIONAL INSURED provisions or 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).**

<b>PRODUCER</b> Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	<b>CONTACT NAME:</b> Rose Amoroso <b>PHONE (A/C, No, Ext):</b> 415-391-2141 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> ramoroso@woodruffshawyer.com														
<b>INSURED</b> LWP Claims Solutions, Inc. 9065 South 1300 East, Suite 11 Sandy, UT 84094	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td><b>INSURER B :</b> Allied World Surplus Lines Insurance Company</td> <td style="text-align: center;">24319</td> </tr> <tr> <td><b>INSURER C :</b> Sentinel Insurance Company, Ltd.</td> <td style="text-align: center;">11000</td> </tr> <tr> <td><b>INSURER D :</b> Travelers Prop Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td><b>INSURER E :</b> Scottsdale Insurance Company</td> <td style="text-align: center;">41297</td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> ACE American Insurance Company	22667	<b>INSURER B :</b> Allied World Surplus Lines Insurance Company	24319	<b>INSURER C :</b> Sentinel Insurance Company, Ltd.	11000	<b>INSURER D :</b> Travelers Prop Casualty Co of America	25674	<b>INSURER E :</b> Scottsdale Insurance Company	41297	<b>INSURER F :</b>	
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<b>INSURER F :</b>															

**COVERAGES** **CERTIFICATE NUMBER: 1885301681** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		57SBABN9W0W	8/24/2025	8/24/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																				
C	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			57SBABN9W0W	8/24/2025	8/24/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57SBABN9W0W	8/24/2025	8/24/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
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	\$																				
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UBB76572792514G	8/24/2025	8/24/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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B E A	Professional Liability (A) Excess Professional Liability (B) Cyber Liability (C)			03077895 EKS3539453 D9585140C	8/24/2025 8/24/2025 8/24/2025	8/24/2026 8/24/2026 8/24/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>(A) Each Claim</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>(B) Each Claim</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>(C) Cyber Incident</td><td style="text-align: right;">\$5,000,000</td></tr> </table>	(A) Each Claim	\$5,000,000	(B) Each Claim	\$5,000,000	(C) Cyber Incident	\$5,000,000								
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 PLEASE SEE ADDENDUM FOR OTHER POLICIES.

RE: All Operations by the Named Insured. City of Alameda is included as additional insured as respects General Liability to the extent provided in the attached form.

<b>CERTIFICATE HOLDER</b>  City of Alameda 2263 Santa Clara Avenue Alameda CA 94501	<b>CANCELLATION</b>  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 
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**CERTIFICATE OF INSURANCE  
Addendum**

**Crime Coverage**

**Includes: Employee Dishonesty, Forgery, Computer Crime and Money & Securities.**

**Insurer: Travelers Casualty and Surety Company of America / NAIC # 31194**

**Policy Number 105669728**

**Policy Term: 08-24-2025 / 08-24-2026**

**Limit: \$5,000,000**

**Retention: \$25,000**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:**

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
    - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (a) In connection with your premises;
    - (b) In the performance of your ongoing operations performed by you or on your behalf; or
    - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
      - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
      - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
  - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

    - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:**

**Designated Person Or Organization**

a. The person(s) or organization(s) shown in the Declarations as Additional Insured – Designated Person Or Organization is also an additional insured, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations; or

(2) In connection with your premises owned by or rented to you.

b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.

c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

**B. With respect to the insurance afforded such additional insured(s) by this endorsement, the following additional exclusion is added to Section B. EXCLUSIONS:**

This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.