

SERVICE CONTRACT

This contract is made effective November 1, 2025, between City of Norman, Oklahoma, a municipal corporation (NORMAN) and Two Oaks Investments, LLC, dba Consolidated Benefits Resources (CBR).

NORMAN desires to retain CBR to provide services for workers' compensation claims administration.

CBR conducts and operates a claims management program for the investigation, processing, accounting, and payment of workers' compensation claims under the Oklahoma Administrative Workers' Compensation Act.

Section A: Agreements

CBR Agrees To:

1. Provide a workers' compensation claims management program in accordance with the highest standards of its profession and CBR's usual and customary practices including, but not limited to:
2. Compliance with NORMAN's claim requests during the life of the contract.
3. Preparation and/or assistance with the filing of the Oklahoma MITF quarterly reports, the Oklahoma MITF annual reports, and Oklahoma Workers' Compensation Commission renewal.
4. Approve and pay medical bills, after reviewing and reducing them after application of the Medical Fee Schedule, utilization of PPO (Preferred Provider Organization, which CBR, through its bill review company, accesses for additional discounts from member providers), and review of ODG guidelines (Official Disability Guidelines, which provide evidence based guidelines for medical treatment and temporary disability durations) for utilization review.
5. Provide copies of documentation designating CBR's Oklahoma licensed adjusters upon request.
6. Attend scheduled meetings with representatives of NORMAN to review and discuss claims and loss prevention strategies.
7. Coordinate receipt of information and reports with outside medical providers in support or denial of an alleged injury.
8. Investigate all submitted claims to determine validity in establishing that temporary total disability exists and make payment on a weekly basis.
9. Determine validity and make payment of all Permanent Partial Disability (PPD), Permanent Total Disability (PTD), Vocational Rehabilitation, Taxes, Fees, and any other costs or benefits due under the statutes.
10. Develop work related injury claim files after receipt of the First Notice of Injury.
11. During the term of the Contract, and any extensions or renewals of the Contract, maintain in good standing its permit issued by the Oklahoma Workers' Compensation Commission to act as a servicing organization.
12. Generate at least monthly reports with totals to reflect medical and indemnity payments, reserves, litigation status, expense reconciliation and alphabetical claim listing.

13. Maintain insurance coverage which reflects the following:

- a. Statutory workers' compensation
- b. \$1 million errors and omissions
- c. \$500,000 fidelity bond or employee dishonesty policy
- d. \$1 million combined single limit of general liability, owned automobiles, non-owned automobiles, or hired automobiles.

14. Medical Case Managers will be jointly approved by NORMAN and CBR on injuries when such professional management dictates.

15. Obtain recorded statements and/or personal interviews of all new reports of injury that are questioned by participants or questionable in the view of CBR regarding compensability.

16. Process all bills for payment and notify adverse party as to the amount of the claim.

17. Aid in protecting the subrogation rights of NORMAN.

18. Coordinate Legal defense with outside attorney selected by NORMAN.

19. Coordinate Excess Insurance filings for NORMAN with their approved agent. These filings include filing quarterly loss data reports, notifying excess carrier of claims that penetrate the SIR or Aggregate layer, filing necessary reports to obtain claim reimbursement from the Excess Carrier and remit reimbursements to NORMAN.

20. Submit data pursuant to Medicare Section 111 on behalf of NORMAN.

21. Submit applicable data to the Insurance Services Office on behalf of NORMAN.

22. Submit applicable data to the Oklahoma Workers' Compensation Commission on behalf of NORMAN.

23. Make recommendations for settlement of claims.

24. Thoroughly review all existing open claims for compliance with Excess insurance and CMS reporting requirements.

NORMAN Agrees To:

25. Establish a Bank Account for CBR to access to pay claims and related expenses and keep it adequately funded. CBR will provide check registers each week.

26. Submit First Reports of Injury to CBR as soon as practicable, preferably within 24 hours of injury.

27. Provide member contacts for workers' compensation coordination.

28. Timely pay all Service Fee invoices.

Section B: Service Fees

See Pricing Quote

Section C: Existing “Open” Claims Handling and conversion of past data

1. CBR will process all new claims incurred from 11/1/2025 and after. For claims incurred, and still open, prior to 11/1/2025, CBR will take over processing once the data on these claims on or by 11/15/2025. For historical claims closed and inactive prior to 11/1/2025, CBR will convert these over to their claim system, by February 1, 2026, or other date agreed upon by both parties.

Section D: Terms and Cancellation Rights

1. The contract is a “life of contract” in that should the contract terminate, CBR’s role and services cease. If open claims remain when the contract has been terminated and these claims still require professional services, CBR’s services can be extended beyond the termination date if mutually agreed upon by both parties. Service fees for an extension are also subject to agreement by both parties.
2. The term of this contract shall remain in force and effect for a period from November 1, 2025, through October 31, 2026, subject to the cancellation right in this paragraph. The contract can be renewed upon agreement of both parties for additional periods. Parties shall provide 60 days’ notice of intent not to renew prior to end of contract periods to other party.
3. In the event NORMAN files for Chapter 7 or Chapter 11 bankruptcy protection or loses/surrenders its permit to self-insure in Oklahoma, this contract will terminate 30 days after the date of filing of bankruptcy or ending date of the Oklahoma self-insurance permit. CBR’s services can be extended beyond this contract termination date if mutually agreed upon by both parties.
4. In the event NORMAN deems that CBR is not performing its services in the usual and customary manner, NORMAN will give CBR written notice by certified mail specifying the way NORMAN deems that CBR has failed to perform its services. CBR shall have 30 days from receipt of notice in which to correct defects in its performance. If the defects are not corrected, NORMAN may cancel this contract on 30 days’ written notice to CBR. Likewise, CBR may cancel this contract with 30 days’ notice to NORMAN if NORMAN fails to perform any material obligation under this Contract and NORMAN fails to correct defects of their performance obligations.
5. Either party may cancel this contract without cause upon (60) sixty days’ notice of the other party’s receipt of written notice of cancellation.
6. This contract supersedes all prior understandings between the parties and may only be modified by further written agreement signed by the parties hereto.
7. Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.
8. This Contract may not be assigned by CBR without the express written approval of NORMAN.
9. All records, of any kind, relating to this Contract or to claims received, reviewed processed or paid, shall be the property of NORMAN and shall be available for inspection or audit by NORMAN at any time. Upon termination or cancellation of this Agreement, all such records shall be transferred to NORMAN or its designee.

Official notice may be served in writing as follows:

City of Norman
Attn: Darrel Pyle, City Manager
P. O. Box 370
Norman, OK 73070

Consolidated Benefits Resources
Attn: Richard M. Fisher, President
PO Box 1530
Tulsa, OK 74101

Section E: Signatures

In Witness Whereof, the parties hereunto set their hands and seals the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

CONTRACTOR

BY: Richard M. Fisher
Richard M. Fisher, President

ACKNOWLEDGEMENT

STATE OF OK)
COUNTY OF OK)

SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of OCT, 2025, personally appeared Richard M. Fisher to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My commission expires:

04/28/2027



[Signature]
Notary Public

CITY OF NORMAN

APPROVED this _____ day of _____, 2025 by the Norman City Council.

Stephen T. Holman, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of _____, 2025.

City Attorney

City of Norman
Pricing for Contract Period November 1, 2025, through October 31, 2026

Annual Fee:

During the term of the contract, CBR will charge an annual fee of \$78,000 to be billed monthly at \$6,500. This covers all For Report Only, Medical Only, Lost Time, and Litigated claims incurred during the contract year.

Takeover of existing claims fee:

CBR agrees to take over the processing of any existing claims. The fee for processing these existing open claims is included in the annual fee.

Note: Processing of new claims will begin on 11/1/2025. Processing of existing claims will begin 11/15/2025.

Note: Services such as MITF filing, EDI filing, Medicare filing, Own Risk Application filing, excess insurance coordination, read access to our claim system, and all reports, including customization, are all included in the Annual service fee and there are no additional fees for these. This contract would replace any existing service contract between the City of Norman and CBR.

Signed

Date

Richard M Fisher, President, CBR 10/3/2025