CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ADMINSURE, INC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 4th day of April, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ADMINSURE, INC ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide worker's compensation administration services, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed the amounts set forth in the Fee Schedule.

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a

period of 60 months, ending on March 31, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers'

compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

AdminSure, Inc.
3380 Shelby St.
Ontario, CA 91764
Tel: (909) 396-5814
Attn: Alithia Vargas-Flores

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5061
Attn: Itzia Carvajal

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein. Consultant's failure to conform to the requirements set forth in

Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or

employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that

this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq*.) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this

Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

_____ Date: _____
Signature

_____
[Name and Title]

CITY OF COSTA MESA

_____ Date: _____
Lori Ann Farrell Harrison
City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Itzia Carvajal
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____

Kasama Lee
Human Resource Manager

APPROVED AS TO PURCHASING:

_____ Date: _____

Carol Molina
Finance Director

EXHIBIT A

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL

23-10

FOR

THIRD PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION

Human Resources Department

CITY OF COSTA MESA

Released on February 16, 2023

REQUEST FOR PROPOSAL
THIRD PARTY LIABILITY CLAIMS ADMINISTRATION

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for **Third Party Liability Claims Administration** for the Human Resources Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $206 million and a total budget of $163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is

the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

Release of RFP	**February 16, 2023**
Deadline for Written Questions	**February 23, 2023 at 12:00 p.m.**
Responses to Questions Posted	**February 27, 2023 by 5:00 p.m.**
Proposals are Due	**March 2, 2023 at 10:00 a.m.**
Interviews	**TBD**
Approval of Contract (Tentative)	**March 2023**

**All dates are subject to change at the discretion of the City.

3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

1. Must be licensed by the State of California as a Third-Party Administrator (TPA).
2. Have a claim administration office within reasonable proximity to the City of Costa Mesa.
3. Have a minimum of ten (10) years' experience administering claims as a claim administrator for a public entity.
4. Have sufficient means and/or resources to conduct field investigations, provide prompt reporting and adjudication of medical and indemnity payments.
5. Have an electronic database capable of producing specialized and ad hoc reports in addition to those required by the State of California.
6. Have not received sanctions for nonconforming performance by the California Department of Industrial Relations (DIR) in the past three years. (Subject to verification with the State).

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

   - **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest

to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work**, **Appendix A** of this RFP.

- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
    1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

    2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

    3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

    4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

    5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

- **Qualifications & Experience of the Firm**: Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

    1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

    2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

    3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

5. How many years have you been in business under your present business name?

6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.

7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.

- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
    - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.

    - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.

- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is

enclosed as **Appendix B,** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement**. See No. 12 of this RFP below.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:

    1. Vendor Application Form
    2. Company Profile & References
    3. Ex Parte Communications Certificate
    4. Disclosure of Government Positions
    5. Disqualifications Questionnaire
    6. Bidder/Applicant/Contractor Campaign Contribution
    7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
    - ✓ Cover letter stating the total lump sum fee.
    - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project asks, number of hours assigned for specific personnel and their basic hourly rates.

- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis

- **Submission of Proposals:** ***Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than*** **10:00 a.m. March 2, 2023.** ***Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.***

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 23, 2023 at 12:00 P.M**. The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents within ten (10) days of City notification, unless otherwise specified in the solicitation:

  - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten(10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

  - **W-9** – Current signed form W-9 (Taxpayer Identification Umber & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Qualifications of Key Personnel ----20%**

2. **Qualifications of the Firm Experience ----40%**

3. **Method of Approach ----35%**

4. **Cost Proposal ---- 5%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are **tentatively** scheduled for the week of March 8-10 2023 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628 or via video conference call. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any

Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. **Disclosure of Governmental Position**: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

12. **Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's. Proposers should check this web page daily for new information

APPENDIX A

SCOPE OF SERVICES

WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES

INTRODUCTION

Through this Request for Proposals the City of Costa Mesa (hereinafter referred to as the "CV) is seeking professional services proposals from qualified and licensed Third Party Administrators (hereinafter referred to as the "Administrator or TPA") to provide workers compensation claims administration services for the self-insured Workers' Compensation Program. The City's Human Resources Division is responsible for management of the workers' compensation program including administering the TPA contract. The TPA contract includes: reporting injuries; employee contact; utilization review, providing lost time and salary information; training for managers, supervisors, and employees; nurse case management program and assisting with early return to work program; claimant service evaluation and maintenance of the City workers' compensation claim files. The City has the right to award multiple contracts for the ancillary services.

GENERAL DESCRIPTION OF WORK

The City employs approximately 487 full-time employees and 190 part-time employees. The City workers' program is self-insured for $2,000,000 per occurrence. The Administrator must provide effective and efficient claims administration services to the City of Costa Mesa in accordance with all California laws. The objective is to provide the City's employees with appropriate benefits and medical treatment in a prompt and efficient manner.

MINIMUM QUALIFICATIONS

The proposal shall clearly demonstrate that the Administrator has the training, required licensing, experience, relevant expertise and a thorough knowledge of the professional services, functions, activities and related responsibilities to successfully perform their role in providing worker's compensation administration services. The successful Administrator shall have at a minimum the following qualifications:
The Administrator shall provide sufficient information in the proposal on how it will perform the required professional services in accordance with the specifications presented in this RFP.

The respondent shall provide adequate information and supporting documentation for the evaluation of its ability to successfully provide the services as described in the Scope of Work.

The goal of this RFP process is to secure a Third Party Administrator (TPA) to provide appropriate workers' compensation claims administration and related services. In addition, the TPA is expected to analyze loss data, identify trends and develop methods to reduce costs for the City, and at the same time, improve program efficiency and effectiveness.

To be considered, the TPA shall demonstrate that the firm has the personnel and capital resources, knowledge, expertise, experience, creativity, innovation, insight and customer service skills to serve as a third party administrator handling the City's claims. The TPA must respond to all the required items in this RFP. The TPA shall demonstrate that all services will be performed in a manner commensurate with the highest standards of professionals in the industry.

The respondent's management system shall have the capacity to transition all workers' compensation claims and related payment and file data from the existing system into data in the respondent's system within 30 days of awarding the contract. The City's claim payment data must remain intact.

The City reserves the right to select the Administrator that the City, in its sole discretion, will determine will best serve its Workers' Compensation Program.

SPECIFIC REQUIREMENTS — GENERAL RESPONSIBILITIES

The City of Costa Mesa is seeking a TPA who will be able to meet the minimum following service objectives:

Records

The Administrator shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City that relates to the performance of services under this agreement. The Administrator shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The Administrator shall provide free access to the representatives of the City or its designees at all proper times to such books and records, and give the City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, 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 for a period of no less than three (3) years after receipt of final payment.
All original books, manuals, films or any other patentable or copyrightable material developed with contract funds, reproduced, prepared or caused to be prepared by the Administrator pursuant to or in connection with this agreement shall be the exclusive property/rights of the City. The Administrator shall not copyright any report required by this agreement. Any report, information and data acquired or required by this agreement shall become the property of the City, and all publication rights are reserved to the City.

All records, files, transcripts, computer tapes, and other material or workers' compensation adjusting activity reports prepared by the Administrator shall be the property of the City and must be relinquished by the Administrator to the City at

the conclusion of this contract. The City shall not be required to pay any additional costs for the retrieval of such information, documentation, and software.

The Administrator shall take all steps necessary to safeguard any data, files, reports or other information from confidentiality breaches, loss, destruction or erasure.

Liability for any costs or expense of replacing or damages resulting from the loss of such data shall be borne by the Administrator unless at the time of loss, said data was in the exclusive custody of the City.

Administrator will cooperate with City and make available any and all claim files and records available for audits. The City will have reasonable access to the necessary portions of Administrator facilities, records and files for review or audit purposes.

The City, at its option, shall have the right to have a claims audit(s) performed. The audit(s) will be directed to, including but not limited to, the following areas: Staffing; Examiner Caseloads; Reporting; Supervision; Case Reserves; File Documentation; Medical Payments; Disability Benefit Delivery; Fines & Penalties; Diary System; Claimant, Employer and Doctor Contact; Case Administration & Investigation; and Contract for Claim Administration Services; application of current WCAB rules and regulations and case law.

Dedicated Claims Unit and Assigned Personnel

The objective of this RFP is the establishment of a dedicated claims unit to service and manage the City's account exclusively. The respondent shall establish a dedicated claims office, or a segregated unit whose sole responsibility is the handling of the City's workers' compensation claims. Please provide staffing plan as requested in this document.

Administrator shall designate a full time Claims Supervisor to be assigned to this account who will act as the primary contact for the City and will be selected with the concurrence of the City. The Claims Supervisor must possess a State of California Self-Insurance Plan Certificate.

If for any reason the City finds, in its sole discretion, that the service provided by any assigned personnel is unsatisfactory, the Administrator will agree to assign replacement personnel that must also be approved by City.

Caseloads

Caseload for the purpose of this RFP and the resulting contract are defined as all open claims, indemnity and medical only, to calculate "Total Caseload." Claims that are designated as companion files will be counted with the master claim file as one claim file.

The maximum caseload for the assigned personnel shall be as follows:

Claims Assistant: Medical only claims

Claims Examiner: 175 open claims

Claims Supervisor: 20 open claims

If at any time during the term of the agreement the number of all open claims exceeds 175 per Examiner and 20 for the Supervisor, the Administrator shall, with the City's concurrence, assign additional staff to the City's account.

Program Administration

The City is seeking a TPA who shall meet the following minimum Program Administration objectives:

Develop policies and procedures relating to the workers' compensation claims program, as well as provide information and guidance regarding the workers' compensation program and specified claims.

Inform the City of current changes or proposed changes in statutes, rules and regulations and case law affecting the workers' compensation program.

Represent City in all matters related to the set-up, investigation, adjustment, processing, negotiation and resolution of workers' compensation claims against the City.

Facilitate risk management and other related seminars for department heads and/or City's staff at request of City.

Represent administrator at quarterly meetings with departments on-site at City, including the preparation of claim narratives for those attending the meetings.

Provide copies of file correspondence and documentation as requested. Maintain and store all hardcopy files for five (5) years after file is closed.

Destroy any claim records by shredding. There will be no additional cost to City for destruction of claim records. Provide Certificate of Destruction for all documents.

Administrator shall provide to City, at no additional cost, within five (5) business days of the date of termination of an Agreement, all claims, reports, files and electronic data of City's self-insured workers' compensation annual reports.

Claims Administration

The City is seeking a TPA who shall meet the following minimum Claims Administration objectives:

Administer worker's compensation benefits in accordance with the California State Labor Code.

Within twenty-four (24) hours of receipt of the Employer's First Report of Injury, the claims administrator will make initial contact with the injured employee and establish a claims file.

All claim files, within the laws regarding medical information, are to be made available for review by the City anytime during the administrator's regular business hours.

Maintain Utilization Review process as governed by Labor Code section 4610 to review treatment recommended by physicians to determine if it is medically necessary, either in-house or with the respective City's contracted vendor.

Monitor treatment programs for injured employees to ensure that they receive proper care and to avoid over treatment situations.

Investigate and recommend special, outside independent investigations for questionable claims with the consent, coordination and assistance of the City.

Serve all medical reports on interested parties to a claim and file with the appropriate State agency within five (5) days of receipt.

Complete a thorough analysis of relevant factors and coordinate recommendations with the City for settlement/disposition of claims. Final settlement authority shall rest with the City.

Respond to City staff inquiries within twenty-four (24) hours and on the same day involving critical issues.

Provide Medicare Agent Services and the required reporting (including Section 111 of the Medicare, Medicaid & SCHIP Extension Act (MMSEA) of 2007).

Administrator shall obtain information regarding specific restrictions from the doctors and work with the City to attempt and get the employee back to work in a light duty capacity when employee is able and approved by City Department.

Medical Service and Expenditures

With respect to medical services provided to employees who incur job-related injuries or illnesses, the Administrator shall:

Develop and recommend, as requested by City, a panel of physicians for the first treatment of employee injury or illness and recommend a panel of medical specialists for treatment requiring long-term or specialty care, utilizing those that are approved by the City.

Monitor treatment programs for injured or ill employees including review of all doctors' reports, referring as necessary to a State-approved and City-approved utilization review management program for required determinations.

Maintain close liaison with treating physicians.

Provide guidance in the evaluation of physical capacity of injured employees and their ability to return to work. Determine eligibility for and authorize payment of medical benefits, and arrange and authorize examinations to determine the nature and extent of disability.

Arrange and advise all interested parties to a claim of all medical appointments, including Agreed or Independent Medical Evaluations, using the panel list agreed upon between Administrator and City or as required by the State agency.

File and serve all medical reports on interested parties of a claim and with the appropriate State agency within five (5) days of receipt.

Submit all billings for medical review for reasonableness, using the State Medical Fee Schedule to a City-approved bill review service.

Assist City, as requested, with establishing a Medical Provider Network (MPN) to treat injured workers.

Consultation

With respect to consultation provided to City and/or employees who incur job-related injuries or illnesses, the Administrator shall:

Provide information and guidance to injured employees regarding the benefits they will receive in accordance with City policies.

Attend appointments, including but not limited to meetings, conferences, court appearances, and scene investigations at the request of City staff.

Provide information, guidance and assistance to injured employees regarding permanent disability ratings, Qualified Medical and Agreed Medical Examiner process, delay process, conditional denial process and settlement of claims.

Assist the City in solving employee non-legal problems arising out of industrial injury cases.

Work with the injured employees, City personnel and other agencies to provide rehabilitation, retraining or reassignment of employees with physical or performance limitations arising out of industrial injuries.

Assist in developing policies and procedures to insure that the return to work by, or reassignment of, injured employees is consistent with the medical findings.

Assist the City, as requested, with cost containment and incentive

programs.

Nurse Case Management

The City uses Nurse Case Management to assist with improving the return to work process and managing complex medical cases. Recommend referral and with the consent of City, submit a claim for nurse case management services for assistance in medical control of the claim or for consultation to a City-approved nurse case management company.

Litigation Management

Litigation management services by the Administrator shall, at a minimum, include the following:

Refer litigated cases to attorneys using a listing of legal firms provided by the City.

Assist in the preparation of litigated cases.

Assist in negotiation of Compromise and Release settlements.

Assist with coordination of structured settlement expert(s) for complex settlements.

Monitor all cases for potential subrogation recoveries, prepare correspondence to effect collection, and assist legal counsel where litigation is required to affect recovery.

Ensure that, for employees who are represented by legal counsel, their attorneys receive copies of reports and correspondence as appropriate/required.

Maintain a litigation management budget for each litigated file and provide litigation status reports on a monthly basis for each litigation file.

Cooperate fully with all attorneys chosen by the City, including the

City Attorney.

Information Management and Reports

The City is seeking a TPA who shall meet the following minimum Information Management and Reports objectives:

Provide City's management with computerized reports at specified intervals on new claims, closed claims, paid losses, incurred costs, the progress of individual claims and the effectiveness of safety and other cost control programs.

Administer and provide a comprehensive annual statistical summary survey customized to meet the City's needs, and if requested by the City, a narrative report to serve as the basis for evaluation of City programs.

Prepare the City's annual Cal-OSHA Log 300 and the annual Public Entities Self-Insurers Report as required by the Department of Industrial Relations, Self-Insurance

Plans. Reports are to be submitted to the City no later than 30 days prior to the due date.

Provide a written status of cases, as selected by the City, and meet with the City representatives to discuss these cases at established intervals.

Upon request by the City, Administrator shall provide online usage of Administrator's computer system at designated individual agency sites.

Upon request by the City, Administrator shall provide secure, electronic reports to allow performance of certain routine data analysis by the City. It is recommended that this data and similar reporting be accessible to the City via the proposer's software system and that reports be run by the end user (City).

Upon request by the City, provide narrative or analytical reports regarding major cases. Provide the City with copies of initial and quarterly reporting to Medicare.

Financial Management

The City shall establish a Workers' Compensation Trust Fund, of which the Workers' Compensation Administrator shall be designated co-trustee. The purpose of this fund shall be to pay medical/legal and other expenses incurred as a result of accepted industrial injuries/illnesses, as well as payment of Workers' Compensation benefits to which eligible employees are entitled. With respect to the Trust Fund, it shall be the responsibility of the Workers' Compensation Administrator to:

Report to the City at least monthly, or as needed, of charges against the fund, and obtain reimbursement to maintain the fund at an appropriate level determined by the City.

Manage the Trust Fund in a reasonable and prudent manner and in compliance with City policies.

Issue vouchers to the City from the Trust Fund in those instances where an employee is paid benefits directly by the City, i.e. Labor Code 4850 pay, temporary total disability benefits or salary continuation in lieu of temporary disability benefits.

Actively collect any overpayment of benefits.

Reimburse the City for any penalties assessed against the City which is found to be the result of Administrator's lack of proper claims handling or the holding of checks due to insufficient funds in the bank account.

Establish procedures and necessary documentation enabling the City to write checks for payment of benefits or to have the Administrator draw checks for payment of benefits on an appropriate account of the City.

Absorb any costs for the printing of any checks. The City's name will appear on the check, and be imprinted on all check copies. All checks shall be printed in

numerical order, locked and controlled by the Administrator's accounting department. All checks must be accounted for as payments, voids, etc.

Use a separate check register for the City. Daily entries will be made on all checks disbursed on the account. Credits, if any, shall be entered, as well as all deposits made on checks, received on reimbursement requests made from Administrator's office. Administrator shall provide City with a check register, mailed to City.

Provide City's accounting office, if requested, with one (1) copy of each check register, all voided checks, etc.

Review periodically all Trustee accounts to determine if initial deposit is adequate for handling the dollar volume for the month so that the holding of checks waiting for a deposit does not occur. In such instances where it is determined that deposit is inadequate, the Administrator's accounting office shall submit a report with a recommendation for an increase to the Trustee account based on this review. Prompt payments on the Administrator's reimbursement requests are a major factor in the efficiency of a Trustee account. The City's reimbursement payments should reach the Administrator's office within ten (10) days from the date of Administrator's request in order to maintain a continuous flow of checks issued throughout the month.

APPENDIX B

SAMPLE
PROFESSIONAL SERVICE AGREEMENT

CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH

_____

THIS AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of corporation] ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or

other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars ($ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until

thirty (30) days after written notice is given to City.

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement,

except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

_____
_____
_____
Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Fax: (714) 754-
Attn: _____

Provide courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement.

Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other

projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub-consultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if

there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this

Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such

provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
[Mayor or City Manager]

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

ATTEST:

_____
City Clerk of the City of Costa Mesa

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____
Department Director

APPROVED AS TO PURCHASING:

_____ Date: _____
Finance Director

APPENDIX C
FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal

VENDOR APPLICATION FORM
FOR
RFP No. 23-10 for Third Party Compensation Claims Administration

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____ _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____ _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-10 for Third Party Compensation Claims Administration** at any time after **February 16, 2023.**

_____ **Date**: _____

Signature

_____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **February 16, 2023** with a City Councilmember concerning informal **RFP No. 23-10 for Third Party Compensation Claims Administration**. A copy of all such communications is attached to this form for public distribution.

_____ **Date**: _____

Signature

_____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No _____

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

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number: Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes ___No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number: Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number: Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number: Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than $249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of $250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____

Bidder/Applicant/Proposer

_____

Date

Cost Proposal

Task	Description	Total Estimate
A.	*Fee Description*	
	TOTAL	

All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld under final project documents are submitted to the City.

EXHIBIT B

CONSULTANT'S PROPOSAL

AdminSure

Third Party Workers' Compensation Claims Administration

-Request for Proposal Response-
23-10

March 1, 2023

Third Party Administrators of Workers' Compensation and General Liability Self-Insurance Programs in California since 1982

Alithia Vargas-Flores
President
3380 Shelby Street
Ontario, California 91764
909.396.5814

AdminSure

3380 Shelby Street
Ontario, California 91764
Telephone (909) 396-5814
Fax (909) 978-1131

Cover Letter

March 1, 2023

Michael Fuentes
City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92626

Re: Request for Proposal 23-10 – Third Party Workers' Compensation Claims Administration

Dear Michael Fuentes:

AdminSure Inc., a California Corporation (incorporated in 1982), is submitting a proposal response for Third Party Workers' Compensation Claims Administration Program Services (Utilization Review Services and/or full or partial Bill Review Services) for the City of Costa Mesa. Our services are both comprehensive and flexible which will allow us to continue to conform to the City's specific and overall needs as described in the Request for Proposal (RFP).

For over 40 years we have successfully managed Workers' Compensation Programs for numerous full-service cities with police and fire departments (safety members). This is truly our specialty as the great majority of our client base is comprised of full-service cities like the City of Costa Mesa – specifically 78 Cities, 68 of which have public safety (police and fire) – we are a proven service provider. Since 2017, our local corporate office has been located at 3380 Shelby Street, Ontario, California 91764 (909.861.0816) and will continue to be the office that manages this project.

We have a very longstanding and secure client base as we have administered many of our clients' Workers' Compensation Programs for more than 20 years. Please refer to Appendix 1 for our list of Workers' Compensation Clients for which we provide the exact services as requested in the RFP.

Moreover, our State of California Audit Scores prove that we are in full compliance with industry standards and industry best practices. Our Workers' Compensation Department's score is nearly four times better than the passing score, and our Utilization Review Department's score is 100%.

We also administer claims in a professional, proactive and consistent manner, and we are very knowledgeable with regard to all aspects involved with the Workers' Compensation system. Specifically, we are extremely well versed in the Workers' Compensation Laws of California (Labor Codes, current Senate Bills (SB), California Code of Regulations (CCRs), Government Codes, and Case Laws, et cetera) that govern Workers' Compensation claims.

We are also very knowledgeable of the presumptions for safety members (police and fire) and their impact on CalPERS Retirement Benefits (Industrial Disability Retirement (IDR) Benefits) as well as matters involving the coordination of State and Federal disability benefits, i.e. Americans with Disabilities Act (ADA).

Our services are performed with a clear purpose in mind – to see that claims are handled properly, quickly, and economically. At the same time, we pride ourselves in maintaining strong lines of communication with our clients, their injured workers, and all other interested parties. Our goal is to provide the City's injured workers with all the benefits they are entitled to that is specific to the City's approach; this is our core competency.

In addition, we believe our following approaches/services are key elements in order to create and maintain a successful Workers' Compensation Program:

- *Goals: Results-based; timelines are set and met; progress is followed; outcomes are reviewed*

- *Claims Handling Approach/Customer Care: We are assertive and professional; we communicate and document. We are mindful of the genuine injured worker and maintain the integrity of the claims process by utilizing both our head and heart when making informed decisions*

- *Efforts: We are proactive not reactive; specifically, our expertise and years of experience with full-services cities with police and fire departments assists us in anticipating when certain occurrences are truly a forewarning that a claim may be heading in an adverse direction*

- *Return-to-Work Program: We will work as a team with the City and each individual department to ensure a "not-able-to-accommodate" response is the exception, not the rule*

- *Investigations: With prior City notice and approval, we investigate all "red flags" and clearly document our computer notes in a very timely manner to ensure the City is completely aware of the investigation aspect of each claim file*

- *Customized Training: We will provide training for all designated City staff on the claims submission process and forms. We will also provide the City with initial and ongoing training in all necessary areas such as technology, data, and reports, as well as industry best practices/standards and State of California requirements, et cetera. Per the City's discretion, training may be extended to certain or all City employees. We will also assist the City with creating policies specific to Workers' Compensation, and we are also able to assist with coordinating training in other areas such as safety, ergonomics, ADA, et cetera, that may arise out of or impact a claim file*

- *File Reviews and Meetings: Accurate, timely and consistent communication is vital. We recommend meeting with our City contacts, along with all City Department Heads – should our City contacts agree – to provide a current status of claim files and to ensure everyone is "on the same page"*

- *Reports and Access: We utilize the most current version of Valley Oak Systems (IVOS) as our Risk Management Information System (RMIS); therefore, the City will have the ability to create*

and print all reports at no additional cost. We will also provide the City with unlimited standard, ad hoc, customized, et cetera reports that provide current claims' statuses on a monthly basis to reports that provide decades' worth of data. Our reports are purposeful, accurate and timely; thereby, ensuring that all parties are well informed. Read-only access to our RMIS will be at no additional cost for an unlimited number of City users

We have found that these approaches and services streamline the Workers' Compensation claims process for all interested parties as they are both comprehensive yet flexible. We have proven success in customizing/tailoring each of our clients' Workers' Compensation Programs to meet their individual needs; therefore, we are very capable of continuing to conform to the City's specific and overall needs as described in the RFP.

In addition to providing Workers' Compensation Claims Administration Services, we provide Utilization Review Services and Bill Review (full or partial) Services through our wholly owned subsidiary, MedReview Inc. – which is located in-house, on AdminSure's premises. It's important to note that our clients have selected us to provide them with Utilization Review Services and Bill Review Services in addition to Claims Administration Services as they have found that tightly integrating these services results in greater cost savings, timeliness, efficiency, and reliability. This is particularly important in view of the deadlines, penalties, and Electronic Data Interchange (EDI) requirements associated with these activities.

Truly, our mission is to continue to provide considerate and consistent services in order to positively impact claim outcomes – we focus on results. Given the opportunity, you will find that we continue to have the knowledge and qualifications in order to professionally administer the City's Workers' Compensation Program in a cost-effective manner.

Based on our entire proposal response, our proposed cost for services, and our years of specialized experience specifically related to successfully administering complex claims for the City of Costa Mesa, we are confident that AdminSure will continue to provide the City of Costa Mesa with the greatest overall cost-benefit advantages for its Self-Insured Workers' Compensation Program.

Should you have any questions or would like to further discuss our services, please contact me directly at (909) 396-5814, or by way of e-mail at *avargas-flores@adminsure.com*, as I am the corporate officer fully authorized to clarify our proposal response, negotiate/execute (bind) a contract/agreement, and act in every regard on behalf of AdminSure Inc.

Thank you for your time and consideration.

Respectfully submitted,

Alithia Vargas-Flores

Alithia Vargas-Flores, President
MBA, SIA, WCCP, WCCA

AdminSure

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Background and Project Summary Section

Since 1982 we have been a leading provider of performance-based Workers' Compensation Claims Administration Services for numerous full-service cities with police and fire departments like the City of Costa Mesa – this is truly our specialty. We have a very longstanding and secure client base as we have administered many of our clients' Workers' Compensation Programs for more than 20 years. Please refer to Appendix 1 for our Workers' Compensation Client List.

We are able to ensure we are in full compliance with the Workers' Compensation Laws of California and the Workers' Compensation industry's best practices by adhering to our Workers' Compensation Claims Administration Standards (Appendix 2) and our State of California approved Utilization Review Plan (Appendix 2), as well as other client-specific and/or excess, pool standards.

We clearly understand the City's needs and requirements, as well as the work that needs to be done and the objectives to be accomplished. Specifically, we are able to continue to meet all of the qualifications and adhere to the entire Scope of Work as described in the Request for Proposal (RFP). We will provide professional, consistent, and considerate services in order to positively impact claim outcomes.

In order to accomplish this, we ask that City staff continue to be responsive and provide all requested and necessary information/documentation on a timely basis – we will do all the rest. We truly encourage client involvement as we have found that the most successful Workers' Compensation Programs require a team effort at all times. Given the opportunity, you will find that we continue to have the experience and qualifications in order to professionally administer the City's Workers' Compensation Program in a cost-effective manner for a very competitive fee. We hope that this opportunity is extended to us. Thank you for your time and consideration.

Method of Approach

We have found that explaining how the proposed, current Claims Team will continue to perform the services requested in the RFP is best answered by summarizing what can be expected of us when administering a Workers' Compensation claim on behalf of the City of Costa Mesa: All of our actions are well documented in our computer system (notepad) so that the City is aware of all matters and actions on a real-time basis. We will respond to the City's and injured workers' questions, requests, et cetera, on the same workday by way of e-mail, telephone, et cetera. Specifically, phone calls, faxes and electronic transmissions (e-mails) will be responded to on the same workday that they are received and in no event more than two workdays from receipt, and all mailed correspondence will be responded to within ten workdays of receipt.

We operate in a paperless environment wherein all mail, documents, et cetera received/created is scanned/saved in our computer system on a real-time basis so that the City has access to review all claims information on a real-time basis. Correspondence will be electronically date stamped on the day received and will be "matched" to the appropriate claim file and assigned to the City's adjuster within 24 hours. Although we operate in a paperless environment that complies with all applicable California Labor Codes, California Code of Regulations (CCRs), et cetera. All mail, documents, payments, et cetera are electronically stored in our Risk Management Information System (RMIS), Valley Oak Systems (IVOS), and can be easily viewed and printed, if necessary, by our city contacts.

Upon receipt of an Employer's Report of Occupational Injury or Illness (Form 5020) and/or a Workers' Compensation Claim Form (DWC 1), we will open/prepare a claim file within one to two workdays (or sooner if necessary). Within one to two workdays, we will contact the City and request the appropriate forms from both the injured worker and the City be provided to us when notification of an injury/illness or incident by any source is first received in our office, i.e. Application of Adjudication, Notice of Legal Representation, Doctor's First Report of Injury (DFR, Form 5021). We will document said contact in our computer notepad after the claim has been created in our system.

If there is no evidence that the DWC 1 Form was provided to the injured worker, we will provide the injured worker with the DWC 1 Form within one to two workdays of knowledge of the injury. Should we receive a

request for a DWC 1 Form, we will advise the sender (if the sender is a non-litigated injured worker) to notify the City and we will also immediately contact the City so that the documentation provision of the DWC 1 Form is maintained at the City's premises.

Once a claim file is opened and/or we have knowledge of a possible or imminent claim, we make immediate (within one to two workdays) 3-point contact with the City, the injured worker, and the treating medical facility (physician) – all communications are documented in our computer notepad. In the event a party is non-responsive, there will be evidence of at least three documented attempts to reach the individual by phone, email or in writing. Medical-Only claim files will also have this three-point contact requirement as well. Legal contact with opposing counsel will also be made when an Application is our first notice.

On all non-litigated, lost time cases where the injured worker is temporarily disabled (has not returned to work), telephone contact will be established with the injured worker within one to two workdays of receipt of notice of a claim and will continue as often as necessary, but not less than twice a month until the injured worker returns to work. All contact will be documented in our computer notepad. We will also provide ongoing information, guidance, and assistance to injured workers at every stage of the claims process: Compensability, the delay process, conditional denial process, all statutory benefits, permanent disability ratings (permanent disability benefits, potential apportionment, and permanent/alternative work, et cetera), the Qualified/Agreed Medical Examiner process, and settlement of claims, et cetera. When making the initial phone contact, we ask the injured worker to make contact with us as well whenever they may have any questions, concerns, comments, et cetera. We will maintain contact with all non-litigated injured workers from the inception to disposition of their claim file(s). All contact will be documented in our computer notepad.

Based on all the information present at that time, we determine whether or not investigation/fraud, litigation, and/or subrogation efforts are necessary or applicable. Our goal is to provide exceptional, timely, and appropriate services for the City and their injured workers as in doing so will assist us in developing and maintaining a professional and trusting rapport with the City and their injured workers. Within 14 calendar days of receipt of a claim form (DWC 1), a proper notice will be sent to the injured worker notifying them of the decision reference their claim (acceptance, delay or denial), and their rights under the Workers' Compensation Laws of California. If a decision is made to delay a claim file (benefits), an AOE/COE (arose out of employment, in the course of employment) investigation will be initiated within three workdays of the decision to delay.

We have many investigative techniques in place to identify and investigate questionable or fraudulent industrial injury claims. We will work closely with the City and their injured workers/employees to obtain all pertinent information on each claim file so that the most appropriate decisions are made in a timely manner. In addition, with prior City authorization, we immediately assign (refer) an investigator to a claim when any identified issue arises that may impact the nature, extent, or scope of the City's liability. Referrals will include specific instructions regarding the scope of the investigation and the City will be kept informed of the costs and results of all investigations. Also, when a claim is believed to be fraudulent ("red flags" are identified), we will refer the claim to the appropriate law enforcement agency for further investigation – of course, with prior authorization from the City.

We obtain Claim Searches (ISO) on all lost time claims and all claims wherein any disability benefit is due, as well as when it is appropriate (i.e. all new claims, and at six-month/yearly intervals on continuing active claims when applicable, et cetera). The purpose of a Claim Search (ISO) is to obtain a history of any previous (or current) claim filings the injured worker may have that may impact the claim(s) against the City and/or wherein the City may be in a position to receive a credit (apportionment). All index services are at no additional cost to the City.

Based on all the information present at that time, we determine which medical facility and/or physician will be best to examine and/or provide medical treatment to the injured worker. A Qualified Medical Examination (QME), Agreed Medical Examination (AME), or Independent Medical Examination (IME), et cetera may also be options depending on the facts/specifics of each claim. Transportation reimbursements and all reimbursement

to injured workers will be mailed within 15 workdays of the request for reimbursement. Advance travel expense payments will be mailed to the injured employee at least 10 workdays prior to the anticipated date of travel.

For all denied and contested (delayed) claims, we will contact the City to discuss the claim in its entirety, including "red flags," et cetera, before any notice is sent or communication is made with the injured worker. The claims adjuster will document the factual, medical, and/or legal basis for the delay or denial that is in accordance with the Workers' Compensation Laws of California. Reference questionable claims that should be or may be accepted, we will contact the City to discuss claims such as these in their entirety.

Once a claim is our system and the decision to accept, delay or deny the claim has been made, we set appropriate reserves and place the claim on an appropriate diary cycle. Compensability determination and reasons for same will be clearly documented in our computer notepad within one to two workdays of receipt of the claim. We will discuss our recommendation to delay or deny a claim with our City contact(s) prior to sending any notices. As noted previously, we will also discuss acceptance of any questionable claims prior to sending notices.

All open claim files will have an assigned diary date on an ongoing basis until date of closure. Our regular diary reviews are clearly distinguished in our computer notepad from routine file documentation. All open claim files are on an active diary for review of: Current work status, medical status, review of reserves, investigation/litigation/subrogation status, and plan of action towards claim resolution, et cetera. The initial plan of action will be clearly documented in our computer notepad within 14 calendar days of the initial claim set-up. Lost time claims are reviewed at least every 14 days, medical-only claims are reviewed at least every 30–45 days, and Awarded Future Medical claims are reviewed for Compromise and Release (C&R) settlement potential and/or administrative closure no less than twice a year. We will also monitor the diary reviews by utilizing a "No Activity" report every month to identify any files that may have fallen off diary.

Initial claim reserves will be posted electronically and will reflect the most probable value of the claim file (life of the claim). Reserves are based on the information available at the time of the claim opening and are adjusted accordingly based on medical, legal, et cetera facts that develop as the claim file matures, as well as per Self-Insurance Plan (SIP) Regulations, Labor Codes, California Code of Regulations (CCRs), et cetera. Initial claim reserves and subsequent reserve changes will be reviewed and approved by the City's assigned claims manager. As claim values increase and decrease, claim reserves will be reviewed and adjusted, if necessary, on a regular basis and on each diary date (at least every 45 workdays). Future medical claim reserves are reviewed at least every 180 days. The rationale for reserves will be documented in our file notes and the amounts allocated to each reserve category will be documented. We also establish and maintain indemnity, medical, and allocated expense reserves as separate line items to ensure each expense is being properly reserved and paid.

Physicians' offices will be contacted within one to two workdays of notice on all new indemnity claims. Such contact will continue as needed during the continuation of temporary disability (lost time benefits) to ensure that treatment is related to the compensable injury or illness. All contact will be documented in our computer notepad. On all non-litigated, lost time cases where the injured worker has not returned to work, telephone contact will be established with the injured worker within one to two workdays of receipt of notice of a claim and will continue as often as necessary, but no less than twice a month until the injured worker (employee) returns to work.

We will also proactively obtain work restrictions and/or a release to work/duty on all cases in order to facilitate a return to temporary modified work/hours, full duty work, et cetera. All efforts will be documented in our computer notepad. In cases where an injured worker's restrictions are permanent, we will immediately contact the City so that a determination can be made as to the availability of alternative, modified, or regular work, et cetera. If we do not receive a response from the City within two weeks, we will follow up with the City. We will work as a team with the City in order to comply with laws preventing disability discrimination, including Government Code Section 12926.1. We will also assist the City to the fullest extent to ensure that they are meeting their obligations under State and Federal Disability Laws.

With regard to disability benefit payments, we will determine eligibility for disability benefits through medical documentation and City confirmation. The following is our process for issuing benefit payments (both live checks and vouchers reference salary continuation, if any), including settlements: Accurate and timely indemnity benefit payments; notices (including Division of Workers' Compensation (DWC) benefit notices) and Awards will be computed, processed, and transmitted (mailed) to injured workers as required by California Labor Codes, California Code of Regulations (CCRs), et cetera.

Initial indemnity benefit payments and/or notices will be processed and mailed to injured workers within 14 days of the first day of compensable disability. Payments reference undisputed Awards, computations, or Compromise and Release agreements, et cetera will be issued within 10 workdays or sooner if necessary to ensure payment is made within 20 calendar days of the WCAB's approval date (following receipt of the appropriate documentation). All subsequent and final indemnity benefit payments and notices will be verified and issued in compliance with the Workers' Compensation Laws of California. All benefits and settlements will be approved by the City's claims manager prior to payment being issued and will be documented in our computer notepad. Late payments, if any, will include a self-imposed penalty in accordance with the Labor Code. All notices, correspondence, et cetera are saved in our computer system and can be accessed at any time by the City and us.

Any and all fines/penalties incurred as a result of our failure to comply with statutory laws and/or administrative regulations, if any, shall be our sole responsibility. We will reimburse the City no later than 15–30 days from the event causing the penalty assessment. We will also provide the City with Penalty Report every month, if any. Reference overpayments, we will request reimbursement of overpaid funds from the party that received the funds. If necessary, a credit will be sought as part of any resolution of the claim.

We also balance all benefits paid in our computer system whenever a benefit ends, a new benefit begins, receipt of an Award, when there is a change in benefit type or benefit rate, et cetera, and we will also balance each applicable claim file on a semi-annual basis.

In the event the claims adjuster and the City determine a claim warrants legal service/referral, the claims adjuster will retain primary responsibility of the claim file. Defense Counsel will not be used to perform routine activities that are the responsibility of the claims adjuster. The claims adjuster will also carefully evaluate and monitor the attorney's aggressiveness in resolving claims, ability to identify issues, responsiveness, timeliness, and billing practices. The claims adjuster will also provide the City with advance notice of depositions, hearings, trials, et cetera, so they may attend, if necessary or desired. We will also copy the City with all legal correspondence and legal case status updates.

With regard to medical care, our approach for maintaining the Utilization Review process is to adhere to: All California Labor Codes, California Code of Regulations (CCRs), et cetera reference Utilization Review in order to approve, modify, delay or deny Request for Authorization (RFA) treatment requests. We also notify the City immediately upon notice of an injured worker's hospitalization as a result of a work injury regardless of the date of injury. We will document said contact in our computer notepad. Upon receipt of a Utilization Review request (RFA) that cannot be approved at the claims adjusting level, we will immediately (within 24 hours) forward the RFA along with pertinent medical reports (scanned) to the City's choice of Utilization Review provider so that a decision can be made within the strict mandatory timelines. Utilization Review referrals are also made when a modification, delay or denial of requested medical treatment/service (RFA) is necessary, a Peer Review is necessary, or when a non-examining medical opinion is needed. All of our Utilization Review actions, efforts, documents, et cetera are noted and stored in our computer system for our City contact(s) to review on a 24/7/365 basis.

Please refer to Appendix 3 for a sample of the treatment/services, et cetera we recommend are approved at the claims adjusting level, as well as our Utilization Review Workflows. The City may adjust these to suit their specific approach and needs.

We will manage all medical care by remaining in constant contact with all medical service providers including the City's choice of Nurse Case Managers (NCM), if any. We will also contact injured workers to

remind them of their upcoming medical appointments by way of letter and/or telephone, if necessary. We will also develop and recommend a panel of physicians for the initial and ongoing treatment of employee injuries/illnesses, and recommend a panel of medical specialists for treatment requiring long-term or specialty care. Panels are comprised of quality physicians and facilities that have experience in occupational medicine and consistently produce successful treatment results. Ancillary providers will also be selected based on their high level of experience in treating workplace injuries, their treatment results, as well as their reputation within the medical community and Workers' Compensation industry.

We continuously review all open claims and provide a current plan of action towards closure in our computer notepad. As previously noted, our goal is to provide the injured worker with all the benefits they are entitled to that is specific to the City's approach. Therefore, all benefits are paid appropriately and timely and all medical bills are reviewed for reductions per the Official Medical Fee Schedule (OMFS), Inpatient Hospital Fee Schedule (IHFS), and Preferred Provider Organizations (PPO) discounts, if applicable.

With regard to medical payments, we will authorize payment of medical bills as follows: Prior to any payment, all medical bills will be reviewed for accuracy and appropriateness. Medical bills submitted without supporting documentation will be objected to and will not be reviewed for payment until such documentation is obtained, if applicable. Medical bills will be paid, objected to, or denied in accordance with State Statutes (usually within two to five workdays of receipt).

Medical-legal bills/costs will also be reviewed for appropriateness and necessity. Medical-legal bills/costs that do not qualify as valid medical-legal expenses will be objected to in a timely manner according to the Workers' Compensation Laws of California. As required by Senate Bill (SB) 899, payment of medical treatment regarding delayed (AOE/COE) claims will be processed through Utilization Review and Bill Review but will not exceed $10,000.

We are also mindful that an injured worker may hinder progression of their claim(s) due to nefarious or non-industrial reasons. If we anticipate or have knowledge that this is occurring or may occur, we will work closely with the City, and all parties involved, to ensure that the claim does not become stagnant. We will schedule conference calls and roundtable meetings with all parties involved which may include the claims adjuster, claims manager, our City contact(s), the injured worker, physician, and if applicable, the defense attorney, so that there is constant action occurring on the claim file, not just "movement."

We will also conduct claim file review meetings to discuss the overall case management of the claims, coordination of Workers' Compensation related activities, medical treatment, litigation, and any topics, issues, concerns, et cetera related to the City's Workers' Compensation Program. These meetings will take place on-site at the City's location, our office, or wherever else the City prefers. All meetings are at no additional cost.

Once an injured worker's initial/final medical diagnosis is determined, we address all issues that may arise thereof, which include, but are not limited to: Medical treatment/service requests, ergonomic studies, lost time benefits (Temporary Disability, Salary Continuation, Labor Code 4850, et cetera), return to work/modified (light) duty, permanent disability (Permanent Disability Rating(s) and Permanent Disability Benefits), rehabilitation (Vocational Rehabilitation/Supplemental Job Displacement Benefits (SJDB)), and Americans with Disabilities Act (ADA) Interactive Meetings, et cetera.

When necessary and/or appropriate, we will obtain and utilize the City's most current "essential job functions" analysis and/or Job Description (Job Analysis) reference injured workers' usual and customary occupations to ensure all relevant information is reviewed and taken into consideration. We will also work with the City's injured employees, personnel, and other agencies to provide rehabilitation, and/or reassignment of injured employees with physical or performance limitations arising out of industrial injuries. This may include assisting with the Americans with Disabilities Act (ADA) Interactive Process.

Upon receipt of a medical report that requires a permanent disability rating, we will review and internally rate the report within 10 workdays of receipt. When necessary, we also request an informal/outside rating or board rating. We will also address any potential apportionment, credits, penalties, et cetera. Permanent disability (PD) advances are issued timely along with appropriate Division of Workers' Compensation (DWC) benefit

notices no later than 14 calendar days of receipt of the qualifying report. Should the City/we object to the report's permanent disability findings, we will mail the appropriate objection notice reference the report/PD findings within 14 calendar days as required by State law. We will also re-review the reserves and set/re-set PD reserves accordingly, if necessary, at that time.

Once the above-noted final issues/matters are determined, we would be in a position to resolve and/or negotiate a settlement which will be based on medical/legal and factual findings. Within 10 workdays of receiving all the necessary information, we will provide the City with our written settlement recommendation (Stipulations with Request for Award, Compromise and Release, et cetera) prior to agreeing to any settlement. Our settlement recommendation will include a brief history of the injury, the rating(s) of all pertinent medical reports, the amounts paid and reserved on the claim, the proposed settlement, the pros and cons of the proposed settlement which will include an estimate of future cost or consequences if the City were to decline the proposed settlement. We will also provide the City with any and all pertinent information that is available so that the most appropriate and cost-effective settlement may be offered and agreed upon.

Reference excess and excess reporting, applicable claim files wherein incurred reserves are nearing/at 50% of the City's self-insured retention (SIR) level (amount), or may have the potential to exceed the City's self-insured retention level, will be reported in accordance with the reporting criteria established by the City and the City's excess insurance carrier's policies within three to five workdays, or sooner if necessary, from the day on which it is known that any criteria is met. When a claim nears/reaches one-half of the SIR, we will report to the client every 90 calendar days (on a quarterly basis) regarding the status of the claim. Our report will be on an approved form and will include a current status of the claim, our plan of action for the future handling of the claim, and the current paid to date and total incurred amounts listed by all payment categories.

Our process for reporting claims other than "at/near 50% incurred" to the City's excess insurance carrier (e.g. death, cerebral injury, one year of lost time, et cetera) will be in accordance with the reporting criteria established by the City and the excess insurance carrier's policies. From the day on which the claim occurs/is made, or when it is known that any criteria is met, there will be no delay in reporting such claims to the excess insurance carrier. Requests for reimbursement will be made within 30 days of exceeding the SIR and every six months or sooner thereafter. The requests for reimbursement will be made on the form prescribed by the excess insurance carrier with a copy to the City. Upon receipt of excess reimbursements, we will immediately mail/provide the check to the City for deposit. Also, when applicable, we will send the City a closing report upon resolution of a claim involving excess insurance coverage.

In addition, we effectively manage every aspect of the Medicare Set-Aside Allocation (MSA) portion of a claim, when applicable, reference qualifying settlements. We will also attend all WCAB/Rehab Hearings, Conferences, Proceedings, Trials, depositions, et cetera, as needed and at no additional cost. We will obtain City approval prior to settling any claim, lien, et cetera as final settlement authority shall always rest with the City. Furthermore, as the City's designated Reporting Agent (RA), we will provide all MMSEA services (Section 111 of the Medicare, Medicaid & SCHIP Extension Act (MMSEA) of 2007) which includes reporting and reports (initial and subsequent), as required by law, at no additional cost. At this time, we are the RA for 100% of our clients.

With regard to reducing/resolving "older" claims, we will review all claim files in their entirety to identify all pending items that may be prohibiting the file from moving forward/being closed. After we review the "older" claims in detail, we will create a plan of action/strategy to resolve all outstanding issues that may be delaying the claim from moving towards disposition/closure. Outstanding issues may include: Obtaining a current medical report, resolving liens, preparing Stipulations with Request for Award, offering a C&R, et cetera. We will identify all areas that require attention to ensure "older" claims are resolved in a timely, professional, and cost-effective manner.

It is important to reiterate that all open claims are on an active diary for review for closure. Lost time claims are reviewed at least every 14 days, all medical-only claims are reviewed at least every 30–45 days, and Future Medical claims are reviewed for Compromise and Release (C&R) settlement potential and/or administrative

closure no less than twice a year. It is also important to reiterate that our claims managers review all open claims on an ongoing basis as well as randomly audit a minimum of 10% of each of their claims adjusters' caseloads on a continuous basis to ensure we are meeting and/or exceeding all standards. The purpose of our internal audits is to ensure proper claims handling procedures are being adhered to and that a current plan of action towards closure is documented in every open claim file. All claim files will be available for review by City staff or by an auditor at any time.

In addition, the following is other detailed information we would appreciate the City consider reference our services, expertise, and our approach specific to administering the City's Workers' Compensation Program as we believe it will add value and will greatly benefit the City in maintaining a professional, cost-effective Workers' Compensation Program.

Quality Control Measures

As previously noted, we have found that in order to work well with our clients and their injured workers, as well as reach the desired results, all parties must be committed to working well with one another. Specifically, this means monitoring performance levels, documenting and communicating results, as well as comparing outcomes to goals through internal controls. Therefore, in addition to continuously training our personnel, we perform internal audits on a continuous basis so that we are able to ensure compliance with all applicable standards and industry best practices, as well as identify and prevent any potential deficiencies in the quality of service we provide. In conjunction with the above, we perform the following proactive, quality control measures (internal controls):

- *Maintain constant communication with all interested parties to ensure quality of service*
- *Foresee, anticipate, and/or identify the issue/matter that may be imminent*
- *Plan/create a strategy – then take action to remedy the issue/matter*
- *Set timelines and timeframes for resolution*
- *Follow up to confirm the issue/matter is remedied*
- *Set protocols to minimize and/or eliminate the possibility of the issue/matter reoccurring*
- *Document a clear description(s) of the issue/matter and action(s) that were taken; document the time elapsed between the identification and completed corrective action(s)*

The above will be completed on a continuous, ongoing basis and statistical reports will be analyzed on a monthly basis to identify any areas that may require attention, discussion, et cetera. Reference our internal audits, our claims adjusters and their work product are reviewed and managed on continuous, daily basis. Our claims managers supervise their claims adjusters' work product and efforts by reviewing all open claims on an ongoing basis as well as randomly audit a minimum of 10% of each of their claims adjusters' caseloads on an ongoing basis. In doing so ensures that we are meeting and/or exceeding standards, ensures proper claims handling procedures are being adhered to, and that a current plan of action towards closure is documented in every open claim file.

In addition, we will provide file reviews and training sessions/training materials at no additional cost. Our City contacts will have 24/7/365 on-line, real-time (read only) access to all claims information, as well as report writing capabilities, and systems training all at no additional cost. We will also provide all standard, ad hoc, State, Federal, et cetera reports at no additional cost.

Client and Internal Training

The field of Workers' Compensation is constantly changing due to new information, case law, proposed changes, newly enacted Statutes and California Code of Regulations, et cetera, all of which requires analysis and possible implementation of change/adjustments to our clients' Workers' Compensation Programs. Therefore, we are committed to continuously educating and training our clients and employees so that we are always in compliance with the Workers' Compensation Laws of California and the Workers' Compensation industry's best practices.

At no additional cost, we will provide the City with ongoing training, including all training materials/handouts, as well as conduct presentations and provide written communications to ensure that the Workers' Compensation procedures in place are proper and purposeful, and to ensure that all areas of the Workers' Compensation process are being adhered to.

Training will involve providing information and guidance (review and discussion) regarding specific claims, general procedures, as well as positive and negative trends. The training subject matter will also include recent WCAB decisions, case law updates, and emerging trends in the Workers' Compensation industry. This type of training will ensure the City's Workers' Compensation Program is administered in professional and lawful manner. We will also provide safety training and other loss prevention services with the assistance of organizations that specialize in many areas such as ergonomics, biomechanics and injury causation, environmental and industrial hygiene, and ADA compliance, et cetera. Our services will be at no cost and the services provided by the City's choice of outside vendors will always be at-cost as we will never add on any additional fees.

In addition to the above, we will assist the City with staying current on the legal requirements and best practices of risk management in the Workers' Compensation arena by providing all pertinent information we receive from all channels throughout the Workers' Compensation industry, such as: The State of California, attorneys, conferences we attend, et cetera. We will also keep the City updated on their Workers' Compensation financial trends by providing useful reports that may illustrate areas of the City's Workers' Compensation Program that deserve "kudos," or may require immediate internal attention and/or action.

We will also provide reports that illustrate areas of costs and savings, and we will meet with the City in order to review these reports – all at no additional cost. At no additional cost we will also provide assistance in developing policies and procedures relating to City's Workers' Compensation Program which will be created based on the information we gather through handling and auditing the City's claims. We will also incorporate industry best practices and standards, as well as our internal standards.

With regard to internal training, because the field of Workers' Compensation is constantly changing (as previously noted), we are committed to continuously educating and training our entire staff so that we are always in compliance with the Workers' Compensation Laws of California and the Workers' Compensation industry's best practices. The training subject matter will also include recent WCAB decisions, case law updates, and emerging trends in the Workers' Compensation industry, et cetera. We have found that providing our personnel and clients with pertinent training and proper assistance results in well-managed Workers' Compensation Programs; thereby, reducing the overall costs incurred by our clients.

We provide all of our claims adjusting personnel (including claims assistants) company resources and time to attend classes, seminars, and any other type of training or continuing education programs to strengthen their skills and expand their knowledge base. In addition to outside training, we also provide our adjusting personnel with in-house training sessions on at least a monthly basis. Our in-house training covers all areas of the Workers' Compensation field which includes, but is not limited to: Senate Bill (SB) Updates (1160 and 863, et cetera), an overview of California Labor Codes, California Code of Regulations (CCRs), changes in Statutes, recent WCAB decisions, case law updates, Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) Reporting, Medicare Set-Asides (MSAs), AMA (American Medical Association) and American College of Occupational and Environmental Medicine's (ACOEM)/Medical Treatment Utilization Schedule (MTUS) Guidelines, investigation/subrosa, et cetera. We also annually certify that each claims adjuster is in compliance with all legal and regulatory licensing and continuing educational requirements as required by the State of California and are able to provide the City proof of same annually.

<u>Investigation, Subrosa, and Fraud Management</u>

When an injured worker claims an injury or illness that causes the City or us to question ("red flags" are identified) whether or not the claimed injury or illness arose out of their employment and in the course of their employment (AOE/COE), we will immediately contact the City to discuss the "red flags," the claim in whole,

as well as what the desired outcome may be, i.e. deny the claim, terminate the injured worker for "fraud," et cetera.

While most Workers' Compensation claims are valid, there are some that may be exaggerated or fraudulent. A red flag does not prove fraud and even in the presence of several indicators does not necessarily equate to a fraudulent claim. By becoming familiar with the signs of possible fraud, the City may assist us in identifying claims that merit closer scrutiny. We will heavily train our City contacts reference this item.

Our experience and success in preparing and prosecuting fraud cases with the California Department of Insurance Fraud Division and County District Attorney's Offices has been positive and effective. The Special Investigations Unit (SIU) we utilize achieves the following:

- *Claim files referred for SIU review*
- *SIU investigation and preparation to formally refer to the appropriate District Attorney's office and/or Fraud Division*
- *Formally file cases with the appropriate District Attorney's office and/or Fraud Division*
- *Cases accepted for formal criminal investigation in preparation for criminal prosecution*
- *Cases resulting in claimants being arrested and charged with felony counts by County District Attorneys' Offices*

With the City's prior authorization, the SIU we utilize is also able to provide investigation and fraud services. It is important to note that we do not receive and are not entitled to any commissions, fees or any other type of compensation from the SIU service provider we utilize or any other SIU provider the City may select. To summarize, the AOE/COE and subrosa investigation guidelines we have in place are:

- *Review every claim in great detail – identify "red flags"*
- *Obtain information from the City, witnesses, and injured workers, et cetera*
- *Obtain the injured worker's prior claim filing history (Claim Searches – ISO)*
- *Refer the claim to an investigator to assist in our investigation (with prior City approval)*
- *SIU assistance, if necessary (with prior City approval)*
- *California Department of Insurance Fraud Division and the appropriate County District Attorney's involvement, if necessary (with prior City approval)*

<u>Return-to-Work (RTW) Program Management</u>

In order to assist the City in establishing or maintaining a Return-to-Work (RTW) Program – no matter how formal or informal it may be, we will: Obtain status of light or modified duty and constantly address lost time benefits which includes the 3-day waiting period as well as later dates in the claim (from inception/opening to disposition/closure). We will also work closely with the City to ensure that our combined efforts in preventing injuries and returning injured workers back to work are streamlined. Our philosophy is that the procedures in place for RTW Programs should be communicated to all employees, be current and appropriate, and be applicable to 100% or at least the great majority of employees – both sworn and non-sworn when applicable.

We will consistently follow up with the injured workers' physicians to obtain return-to-work and/or work restriction(s) status. Upon receipt of any work limitations, we will immediately notify the City by e-mailing/faxing the necessary medical documentation so that modified, permanent, et cetera accommodation consideration may be addressed/initiated as soon as possible. We will continue to obtain work status from the physician until the injured worker has been released to return to full duty (usual and customary occupation), or a final medical determination has been made, i.e. the injured worker has reached maximum medical improvement (MMI)/permanent and stationary (P&S) status.

In cases where the injury or illness residuals might involve permanent work restrictions and/or work-related retirement potential, the claims adjuster will immediately contact/consult with the City to review all the options they and the injured worker may have. Options include, but are not limited to: Permanent modified position/hours, new job offer, retirement (CalPERS – Industrial Disability Retirement (IDR) Benefits), et cetera.

Litigation Management

In the event the claims adjuster and/or the City determine a claim warrants legal service/referral, the claims adjuster will retain primary responsibility of the claim file. Defense Counsel will not be used to perform routine activities that are the responsibility of the claims adjuster. The claims adjuster will also carefully evaluate and monitor the attorney's aggressiveness in resolving claims, ability to identify issues, responsiveness, timeliness, and billing practices. The claims adjuster will also provide the City with advance notice of depositions, hearings, trials, et cetera, so they may attend, if necessary or desired. We will also copy the City with all correspondence and case status updates.

Our criteria for referring cases for legal defense services include, but are not limited to: When a deposition of the injured worker is warranted and/or when there are components of the claim that require legal review/analysis, i.e. personnel issues, other pending litigation, global settlement, et cetera. City approval will be obtained prior to any request for legal service and/or referral to the City's choice of attorney and we will adhere to all protocols regarding litigation. We will also cooperate fully with all attorneys selected by the City, including in-house City attorneys, if any.

We will also maintain a litigation management budget for each litigated file and provide litigation status reports on a monthly basis for each litigated file. Should an attorney near or exceed the previously stated/agreed-upon litigation budget, we will immediately review the claim and provide the City with an analysis as to the reason(s) and legitimacy for same; thereafter, we will recommend a plan of action, i.e. contact the attorney, obtain a new budget, et cetera. We also thoroughly review all attorney bills and confirm the services were performed prior to approving for payment. Lastly, all settlement proposals will be presented to the City in sufficient time to obtain City Council authority and all settlement proposals will be in a format deemed acceptable to the City.

Subrogation Management

With regard to subrogation management, we aggressively pursue recovery in all subrogation claims. We will identify and seek recovery from any individual, agency/entity (public or private), or State Fund that may be a party to a claim. Within 14 calendar days of recognition of subrogation potential, we will place the at-fault party (parties) on notice that we will pursue maximum recovery reference all benefits and payments made on the claim file. Whenever possible, in a civil action, we attempt to settle by means of a Third Party Compromise and Release. If this is not possible, we make every effort to offset the Workers' Compensation expenses through a credit against the proceeds from the injured worker's civil action.

We will provide the City with the necessary information concerning all claims with subrogation potential. We will also provide a projection of the possibility of recovery and the probable recovery amount. Thereafter, we will provide subsequent statuses by providing the City and all interested parties with the current status of the subrogation claim and provide proof of all the payments made to date.

Subrogation claims will also be monitored to determine the need to file a Lien or a Complaint in Intervention (in a civil action) to preserve/protect the Statute of Limitations. If the injured worker brings an action against the party responsible for the injury, we will consult with the City reference the value of the subrogation claim and recommend a plan of action. Upon City authorization, Subrogation Counsel will be assigned to file a Lien or a Complaint in Intervention. Upon assignment of the case, Subrogation Counsel will be required to provide a "not-to-exceed" estimate of fees. The fees will be authorized by the City prior to commencement of any work by Subrogation Counsel. Should Subrogation Counsel near the "not-to-exceed" fees, we will obtain continuing authority from the City prior to incurring additional costs and said authority will be clearly documented in our computer notepad.

Financial Management

We will process payments/checks for all approved expenses and statutory benefits by way of City's Workers' Compensation Trust Fund. We will adhere to all City financial management specifications and requirements.

We will facilitate this task with a "transparent" approach in that we will provide daily, weekly, monthly, yearly, ad hoc, special, et cetera reports to maintain the integrity of the account. We will also provide daily electronic check registers, and check copies (City's option).

In addition to the above, we are able to administer Positive Pay Services with the City's choice of bank at no additional cost. Our Positive Pay Services provide protection against the potential of theft and fraudulent or tampered checks from being created, cashed, or deposited. The following describes the general process of how we administer/manage Positive Pay Services:

- *On a daily basis, our computer system informs our client's bank as to which checks have been issued – payee, amount, check number, et cetera*
- *Reconciliation files are then received from the bank and imported into our computer system verifying/cross referencing which checks have "cleared" and the "cleared" dates*
- *This information is then displayed on the individual payments. Check information is viewed from the payment window (computer) to indicate the status of the check as "cleared," "stopped," or "voided"*

In summary, we are able to provide the City with live check, voided check, voucher, and positive pay, et cetera, information on a daily, weekly, monthly, et cetera basis. The city will continue to have electronic access to all payments and transactions made: live checks, voided checks, vouchers, et cetera, that we issue on behalf of the City. Reports illustrating all bank transactions, such as check registers, can be provided to the City on a daily, weekly, monthly, et cetera basis. All Positive Pay Services that we directly provide to the City, including reports, are at no additional cost.

Our procedures for reconciling our clients funding account are to provide daily, weekly, and monthly statuses of the dollar amounts that have been processed, which includes detailed information regarding every transaction (payee, check amount, check number, check date, et cetera). On a monthly basis, we are also able to reconcile and balance the City's account by recording/reporting the transactions made on the account against what has cleared from the account per the bank statement.

We are also able to initiate a request for additional funds to be posted to the City's account when the "low balance" (amount set by City) threshold amount has been reached. The City would be able to set/determine what the "low balance" amount is. We will also maintain the records on the City's behalf at no additional charge, and as noted previously, we will also manage the Positive Pay Program with the City's choice of bank at no additional cost.

Our proposed funding arrangement for issuing checks and vouchers, if any, on behalf of the City's Workers' Compensation Program is for the City to retain (and/or continue to maintain) a bank account from which all Workers' Compensation benefits and payments are to be paid. We will prepare checks and issue those checks directly to payees without delay. We will sign checks with a facsimile signature and if necessary, manually. The City would maintain an adequate balance in the account to meet all of its Workers' Compensation obligations without delay. We recommend the City place a minimum funding deposit or an initial funding deposit into said account prior to the Contract Agreement effective date so as to mitigate any delays in processing benefits and payments. The initial funding deposit should be the one-month average of the City's Workers' Compensation Program's costs (benefits and payments). This information may be obtained from the City's current monthly loss run information.

<u>Claims Management Information System and Reports</u>

We utilize the most secured, current/updated version of the Valley Oak Systems (IVOS) as our Risk Management Information System (RMIS). IVOS is considered the "industry standard" in its class of RMIS because the system operates seamlessly in a "best practices" claims environment. IVOS is a 100% web-based claims administration system that can be accessed anywhere, at any time, through just a browser.

At no additional cost, we will provide the City with read-only access to all claim files/data via a secured website. Read-only (includes report writing module) access to our RMIS will be at no cost for an unlimited number of City users. Our City contacts will have 24/7/365 internet-based access and services available at all

times in order to manage, review, audit, et cetera, claim files and to retrieve information and create reports through our report writing module. Again, there are no fees associated with read-only access to our RMIS or when utilizing the report writing module. We will also provide system training for our City users (contacts) at no additional cost.

Our user-friendly RMIS provides very current, effective, and dependable technological capabilities that result in managing claims in a more informed and timely manner; thereby, providing our claims adjusting staff with more time to problem solve, administer claims, and settle/close claims. It is a "one system" approach that encompasses all of the functionality that is required/necessary to link/tie in the following Services: Claims Administration, Risk Management, Utilization Review, Bill Review, Medical Management, Work Status Coordination, and Litigation Management, et cetera. This enables complete collaboration among all parties involved in the claims administration and risk management process. Collaboration extends to online access to our claim notes, correspondence, diary, payment history, and much more. Everyone works on the same system, at the same time, sharing information in real time. The system empowers the City and us to make better, more informed decisions in a much shorter timeframe; thereby, ultimately lowering the costs associated with the City's Workers' Compensation Program.

Of the many capabilities our RMIS provides, one specific capability is producing ad hoc reports (specialized, custom, et cetera). Our reports are useful from both a risk management and data management perspective and will be tailored to the City's specific needs. At no additional cost, we are able to provide hundreds of reports such as OSHA Forms (Logs/Summaries/Reports), and reports that illustrate pertinent claim information, loss history (paid losses), incurred costs, cost drivers and savings, as well as reports that track all information and payments made on each individual claim; claims losses showing severity, frequency and statistics in graph or other visual charts showing accident (injury) trends by type of injury, body part, days lost, et cetera.

Our computer system tracks all lost time scenarios within the "Work Status Tab." This tab allows us to track all types of lost time benefits such as temporary modified duty and temporary partial disability such as: Full time/modified duty; part time/full duty; part time/modified duty; permanent modified duty; temporary total disability, et cetera. In addition, our system tracks Labor Code 4850 benefits separately in that it applies the temporary disability rate as one transaction (Salary Continuation) and the remaining balance as a Labor Code 4850 benefit transaction. This is very important reference annual State reporting as public sector agencies that employ safety members are only required/obligated to report the temporary disability value of a safety member's lost time benefit, not the entire Labor Code 4850 benefit amount.

We are able to provide reports on a daily, weekly, monthly, quarterly, annual, et cetera basis for and on behalf of the City, including those required by State and Federal law. Reports include a complete record of all financial transactions, including, but not limited to: Check registers that enumerate check issuance data, and/or voucher data, whatever is appropriate for the City; as well as management summaries, claim listings and loss analyses (paid losses and incurred costs), et cetera. At no additional cost, we are able to provide the City with any/all requested reports/loss runs (loss run analysis, summary report, et cetera) within two to five workdays, or sooner, of the request.

In summary, we will provide all requested/required monthly reports by no later than the 10th workday of the following month, or sooner. We will also provide on-line access to our computer system (RMIS), which includes report writing capability, to an unlimited number of City users at no charge.

Please refer to Appendix 4 for samples of our claims reports (computer-generated reports) and analytics that illustrate our reporting capabilities which include standard/regular monthly, quarterly, semi-annual, and annual computer loss runs. It's important to reiterate that there are literally hundreds of reports we are able to create and generate for the City at no additional charge.

Cost Containment Programs

In conjunction with the above-noted services and our approach to administering and managing Workers' Compensation Programs (Scope of Work), we are able to decrease the overall costs of Workers' Compensation

claims by utilizing numerous cost containment programs. We currently MyMatrixx for Pharmacy/Mail Order/Card Pharmacy Program Services in order to contain pharmacy costs. We do not utilize one specific vendor regarding either service. Should the City prefer a particular vendor regarding any Pharmacy Service/Program, we will utilize whoever the City prefers. In general, there are no fees associated with the Pharmacy Services/Programs; however, should the City's choice of vendor charge a fee/cost, it will be at-cost as we will not add on any additional fees/costs.

It's important to note that in addition to Pharmacy Services/Programs, the overuse and cost of long-term medications are also contained by utilizing our Claims Adjusting Staff's expertise and experience. Decisions are based on ACOEM/MTUS Guidelines and other evidence-based medical treatment guidelines that are generally recognized by the national medical community and are scientifically based; thereby, ensuring the medical and financial (costs) decisions we make are in the best interests of both the City and the injured worker.

In general, pharmacy services are handled at the claims adjusting level unless a modification, delay or denial is necessary. If a pharmacy service (request) is sent for Utilization Review, it will be reviewed the same day or no later than within one workday. Should a medication be approved previously, there is no requirement to have a Utilization Review provider review the request unless there is a question as to the medical necessity and/or appropriateness of the requested prescription/medication.

The overuse and costs of long term medication requests are also contained through our Claims Adjusting Staff's expertise and experience when determining whether or not there may be excessive or inappropriate drug usage. Our staff's oversight in conjunction with our integrated software systems allows for the following to be addressed in a timely manner: When an injured worker has been prescribed/taking medications on an ongoing basis and same does not appear warranted based on the lack of treatment or surgery; the injured worker continues to have the same complaints on an ongoing basis despite taking the medications; the injured worker has a history of requesting a physician or multiple physicians (polypharmacy) provide additional medications or refills sooner than needed – especially without being examined, or alleges medications were lost/misplaced/stolen; as well as "drug seeking" habits such as going to an emergency room to seek treatment in order to obtain medications.

We also contain costs by utilizing a select group of diagnostic service providers (networks) for MRI, EEG, EKG, and other diagnostic testing, to ensure that the City is providing their injured workers with the most beneficial and cost-effective treatment/services. When selecting a provider for any diagnostic testing, we interview the local representatives and closely review their price lists.

Each provider is evaluated and utilized based on their competitive pricing and demographics. Each provider is also evaluated for their quality of service, service area, the timeliness in which appointments may be made, knowledge of work-related injuries, and willingness to provide second opinions. We only utilize providers that are professional and timely, and whose billing practices are appropriate. We/our clients avoid providers who have a history of filing liens as those types of providers are known to grossly inflate their prices and provide poor service.

Loss Control Services

We are able to coordinate safety training and other loss prevention services with the assistance of organizations that specialize in many areas such as ergonomics ("ergonomic evaluations"), biomechanics and injury causation, environmental and industrial hygiene, and ADA compliance, et cetera. Our services will be at no cost and the services provided by the City's choice of outside vendors will always be at-cost as we will never add on any additional fees.

Managed Care Services – Contracted Out

Although our Clients have selected us to provide professional, cost-effective Utilization Review Services and Bill Review Services through our wholly owned subsidiary, MedReview Inc., we are able to work with outside providers (contracted out) reference these Services. Our Risk Management Information System (RMIS) is adaptable with outside vendors and therefore, we do not have any limitations; however, should there be a cost

associated with integrating our RMIS with an outside vendor's RMIS, all costs – if any – shall be those of the outside vendor in order to integrate with our RMIS.

We are able to create and integrate workflows with outside Utilization Review, Bill Review, et cetera vendors through transferring and receiving data by using a secure File Transfer Protocol (FTP) or secure VPN (Virtual Private Network). Because we operate in a paperless environment, we are also able to transmit documents and images such as medical reports, bills, et cetera which will allow for our claims adjusting staff to coordinate with contracted out vendors in a timely and seamless manner.

Qualifications & Experience of the Firm

Please refer to our Cover Letter (and our response herein) for a detailed overview of our experience.

Financial Capacity

We are financially capable to continue to perform the services as required/described in the RFP.

Key Personnel

Our firm and proposed, current Claims Team are well trained, experienced, and are certified/licensed specific to State requirements and laws, as well as industry standards and best practices. Our firm has over 40 years of experience with governmental agencies and the proposed, current Claims Team have a combined total of over 50 years' of claims handling experience; specifically, city police and fire claims. Please refer to Appendix 5 for our Key Personnel's resumes which outlines their education, years with our firm, and individual experience.

Should the City prefer to work with different claims staff at any time, we would adjust accordingly as it is absolutely imperative to the success of the City's Self-Insured Workers' Compensation Program that our assigned personnel are compatible with the City's personnel and that our business relationship is based on mutual goals and shared philosophies. Therefore, the following types of claims adjusting staff assigned to the City's account shall always be subject to City approval:

Claims Team

State Certified, Senior Workers' Compensation Claims Adjusting Staff

State Certified, Senior Workers' Compensation Claims Supervision/Management Team

In summary, the proposed, current Claims Team's experience is as follows:

- *Total years of claims handling experience: Over 50 years*
- *Total years of handling claims for cities with police and fire departments: Over 50 years*
- *Total years of handling claims involving Labor Code Section 4850: Over 50 years*

The proposed Claims Supervisor/Manager will have the authority to resolve client issues immediately, including reassignment of staff to the City's satisfaction. If/when necessary, we will provide a qualified back-up claims adjuster in the event of any absence of the City's claims adjuster.

The President has direct authority to modify, approve, et cetera all contract issues and resolve any matter without delay. Providing the Workers' Compensation Claims Supervisor/Manager and President with substantial authority streamlines processes and mitigates the potential for delays, miscommunications, et cetera.

In addition, we will continue to assign the following support staff:

- *Information Systems (IS): They assist with all computer-related and systems items, as well as internal and external reports, et cetera*

- *Claims Assistants: They assist with all tasks such as letter writing, benefit payment/execution, telephone calls to vendors, et cetera*
- *Office Assistants: They assist with all clerical tasks; scan and assign documents, et cetera*
- *Bill Pay/Check Processing Departments: They assist with all payments generated in a claim file other than statutory benefits*

Please refer to Appendix 1 for our Workers' Compensation Client List, and please refer to Appendix 5 for our Key Personnel's resumes.

Caseloads

The active caseload for the City's Claims Team shall not exceed those as stated in the RFP. Assigning manageable caseloads provides our claims adjusting staff with the time they need to effectively communicate with their clients, injured workers, and all interested parties, as well as coordinate/manage benefits, investigate/problem solve, and settle/close claims, et cetera.

We do not assign any claim files to our claims assistants or office assistants as we prefer they devote their time to attending to their assigned claims adjusters' needs. In doing so ensures that our claims adjusters are not utilizing their time performing clerical or assistant-type duties. We prefer that our claims adjusters devote their time and focus on administering claims in a timely and professional manner so that our clients' injured workers receive all the benefits they're entitled to that is specific to each clients' approach.

In addition, our claims supervisors/managers do not have caseloads. We prefer they devote their time to attending to their clients' needs as well as managing and training their employees. In doing so ensures that our clients' Workers' Compensation Programs are well supervised and managed on a full-time basis.

Cost Proposal

Please refer to our Cost Proposal file which is submitted separately. Our proposal shall be valid for a minimum of 180 days following submission.

Forms to Accompany Proposal

Please refer to Appendix 6 for our fully executed Forms as required per the RFP.

Disclosure and Closing

We currently work with City of Costa Mesa City Staff specific to this exact project. Based on our entire proposal response, proposed cost for services, and our years of specific experience related to successfully administering complex claims for the City of Costa Mesa – as well as many other cities with police and fire departments – we are confident that we, AdminSure Inc., will continue to provide the City of Costa Mesa with the greatest overall cost-benefit advantages for its Self-Insured Workers' Compensation Program.

Should you have any questions or would like to discuss our services, please contact me directly at (909) 396-5814, or by way of e-mail at *avargas-flores@adminsure.com*, as I am the contact person fully authorized to negotiate/act on AdminSure's behalf in connection with this proposal and also have the authority to bind the proposal.

Thank you for your time and consideration.

Respectfully submitted,

Alithia Vargas-Flores

Alithia Vargas-Flores, President
MBA, SIA, WCCP, WCCA

AdminSure

Workers' Compensation Client List

The following is a list of our Workers' Compensation clients for which we provide various Services as follows: Claims Administration, Utilization Review, and Bill Review:

Alpine Fire Protection District
Antelope Valley Union High School District (AVUHSD)
Bonita-Sunnyside Fire Protection District
California Insurance Pool Authority (CIPA)
City of Adelanto
City of Arcadia
City of Baldwin Park
City of Barstow
City of Bell
City of Buena Park
City of Canyon Lake
City of Carlsbad
City of Carson
City of Cathedral City
City of Coachella
City of Colton
City of Corona
City of Costa Mesa
City of Covina
City of Cypress
City of Desert Hot Springs
City of Downey
City of El Monte
City of El Segundo
City of Encinitas
City of Escondido
City of Fountain Valley
City of Fullerton
City of Garden Grove
City of Glendale
City of Glendora
City of Hawthorne
City of Hermosa Beach
City of Holtville

City of Hope National Medical Center
City of Huntington Park
City of Imperial Beach
City of Inglewood
City of Irvine
City of La Habra
City of Laguna Beach
City of Lynwood
City of Manhattan Beach
City of Montclair
City of Monterey Park
City of Moreno Valley
City of Murrieta
City of National City
City of Newport Beach
City of Norco
City of Oceanside
City of Ontario
City of Orange
City of Palm Springs
City of Placentia
City of Pomona
City of Rancho Mirage
City of Redlands
City of Redondo Beach
City of Rialto
City of San Bernardino
City of San Bernardino Water Department
City of San Clemente
City of San Fernando
City of San Jacinto
City of San Marcos
City of San Marino
City of Santa Ana
City of Santa Barbara
City of Santa Maria
City of South Gate
City of Tustin
City of Victorville
City of Vista
City of Westminster
City of Westmorland
City of Yorba Linda
Goodwill Industries of Southern California/Goodwill Retail Services
Hemet Unified School District (HUSD)
Independent Cities Risk Management Authority (ICRMA)
Kern County Hospital Authority

Lakeside Fire Protection District
Los Angeles Community College District (LACCD)
Los Angeles Department of Water and Power (LADWP)
Mariposa County
North County Fire Protection District
Out of the Shell, LLC
Palmdale School District
Pomona Valley Hospital Medical Center (PVHMC)
PRISM – Formerly: California State Association of Counties – Excess Insurance Authority (CSAC-EIA) – Primary Workers' Compensation (PWC) Program
Public Entity Risk Management Authority (PERMA)
Rancho Santa Fe Fire Protection District
San Miguel Fire Protection District
South Coast Air Quality Management District (SCAQMD)
SunLine Transit Agency
Tarzana Treatment Centers
Taylor-Dunn Corporation
Trademark Construction Co., Inc. DBA J.M.W. Truss and Components
Yum Yum Donut Shops, Inc. (Winchell's)

AdminSure

WORKERS' COMPENSATION
CLAIMS ADMINISTRATION STANDARDS
(CALIFORNIA)

The following standards are intended to foster a professional, best practices approach to Workers' Compensation claims administration. Under no circumstances are they to be construed as having precedence over any new or existing statute, regulation or case law.

1. Caseload

   An ideal caseload is 150-165 open indemnity claims, with each future medical claim (settled; no pending issues other than the payment of the approved Award, medical treatment, liens and excess) or medical-only claim being counted as one-half of an indemnity claim.

2. New Claim Set Up

   Upon receipt of the Employer's Report of Occupational Injury or Illness (Form 5020), Workers' Compensation Claim Form (DWC 1), or Application for Adjudication of Claim, the claims administrator will create a claim file within two workdays.

   In the event a DWC 1 Form is not received by the claims administrator within one to two workdays after receiving Form 5020, the claims administrator will contact the employer to ensure that a DWC 1 Form was provided to the injured worker within one workday of the employer's date of knowledge of the injury. If a DWC 1 Form was not provided, the claims administrator will immediately send a DWC 1 Form directly to the injured worker.

   The claims administrator will immediately request Form 5020 from the employer when the Doctor's First Report of Occupational Injury or Illness (Form 5021) is received first.

   All coding fields will be accurate and complete.

3. Compensability

   The initial compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation or medical documentation) and the reasons for such a determination will be made and documented in the claims administrator's file notes no later than fourteen (14) calendar days of the filing of the claim with the employer.

Upon knowledge of preexisting medical conditions which may be pertinent to a claim, medical records will be explored and obtained as necessary and/or approved by the employer.

When medical causation is unclear, a medical evaluation will be scheduled with a physician by way of a State Panel Qualified Medical Exam, Defense Qualified Medical Exam, or Agreed Medical Exam (AME). A cover letter, when appropriate, will be provided to the physician outlining the specific issues, concerns and questions. All relevant medical reports, investigation reports, and information will be provided to the physician for review prior to the examination date.

Delayed claims will clearly document the reason for the delay, the information needed to determine compensability and the anticipated date of the final decision. If a claim was initially delayed pending a physician's report and/or other medical, legal, or investigation report, a decision will be made within five workdays from receipt of such reporting, or sooner, if any delay will result in a penalty situation.

For all denied claims, the claims administrator will document the factual, medical, and/or legal basis for the denial, in accordance with the Workers' Compensation Laws of California.

The claims administrator will notify the employer of all claims where a delay or denial is recommended. The claims administrator will also notify the employer before any questionable claim is accepted. Thereafter, a proper notice will be sent to the injured worker notifying him/her of the decision and their rights under the Workers' Compensation Laws of California.

In no case will a compensability decision be made more than ninety (90) days from the employer's date of knowledge of the injury and/or the employer's receipt of the Workers' Compensation Claim Form (DWC 1).

4. ISO ClaimSearch® and EDEX

   The claims administrator will request a report from ISO ClaimSearch® and/or EDEX on all new indemnity claims. Thereafter, requests will be submitted if the possibility of other injuries is suspected, it appears permanent disability may be paid, or a claim file becomes litigated.

5. Three-Point Contact

   a. Employers will be contacted within two workdays of receipt of a claim to discuss and verify compensability, disability, clarify issues, and request additional information, if necessary. Contact will be made sooner if any delay will result in a late payment, late notice, or any penalty situation.

b. All injured workers will be contacted by telephone within two workdays of receipt of a claim. During this initial contact, injured workers will be provided with an explanation of their benefits and will be asked whether they have any questions or concerns regarding their claim.

   Injured workers who have not returned to work will be contacted by telephone within two workdays of receipt of a lost time claim unless the injured worker is represented by an attorney. During this initial contact, injured workers will be provided with an explanation of their benefits and will be asked whether they have any questions or concerns regarding their claim.

   Injured workers will continue to be contacted at least twice a month while they are disabled from working, unless they are represented by an attorney, or their claim has been finalized.

c. Treating physicians will be contacted within two workdays of notice or receipt of a lost time claim to verify the diagnosis, compensability, duration of disability, proposed treatment and other issues, as appropriate. Contact will be made sooner if any delay will result in a late payment, late notice or any penalty situation. Thereafter, the claims administrator will maintain contact at least every thirty (30) days with the treating physician to monitor the disability status and the progress of medical treatment, facilitate an early return to work, and obtain medical reports.

6. Telephone and Written Communication

   Telephone calls will be returned within one workday. If the designated claims administrator is not available within this time frame, another claims administrator will return the telephone call.

   Written communications from the employer, defense counsel and injured workers requiring acknowledgment or action will be responded to within five workdays. Written communications from all other parties will be responded to within thirty (30) days or sooner, if an immediate response is necessary or required. All incoming written communication will have the date of receipt clearly date stamped.

   The claims administrator will respond to the employer's request for verbal status reports on claim files within twenty-four (24) to forty-eight (48) hours.

   In lieu of written status reports, the employer will be provided with online computer access to claim status information.

7. Investigation Management

With prior authorization from the employer, the claims administrator will immediately assign an investigator, as needed, when any identified issue arises that may impact the nature, extent, or scope of the employer's liability.

Referrals will be made within five workdays from the employer's approval and will include specific, written instructions regarding the scope of the investigation. The employer will be kept informed of the results of all investigations.

8. Fraudulent Claims

Any claim that is believed to be fraudulent will be referred to an investigator for additional investigation, and with the employer's prior approval, the claim will be referred to the appropriate law enforcement agency for further investigation.

9. Subrogation Management

Whenever practical, the claims administrator will aggressively pursue recovery in all subrogation claims. The claims administrator will attempt to maximize the recovery for benefits and payments made and assert credit against an injured worker's net recovery for future benefit payments.

Subrogation potential will be identified and appropriate steps will be taken to initiate an investigation within ten (10) workdays after information is available that subrogation may exist. In all cases where it appears a third party is responsible for the injury to the injured worker(s), and once the responsible party has been identified, the third party will be contacted within ten (10) workdays with notification of the employer's right to subrogation and the recovery of claim expenses.

The claim will be monitored to determine the need to file a complaint in order to preserve the statute of limitations. If the injured worker brings an action against the party responsible for the injury, the claims administrator will consult with the employer about the value of the subrogation claim and other considerations. Upon employer authorization, subrogation counsel will be assigned to file a Lien or a Complaint in Intervention in the action. The claims administrator will identify and seek recovery from a state fund, entity, or individual that may be a party to the claim.

The employer will be kept informed of the results of all subrogation efforts and findings.

Should an employer request that we not pursue subrogation efforts and/or the claims administrator recommends subrogation efforts not be made for whatever reason(s), we shall document all discussions, decisions, etc. in our computer notepad.

10. Litigation Management

When a defense attorney is not necessary, the claims administrator will work closely with the applicant's attorney towards disposition of the claim.

In the event the claims administrator and the employer determine a claim warrants referral to a workers' compensation defense attorney, the claim administrator will retain primary responsibility. Defense counsel will not be used to perform routine activities that are the responsibility of the claims administrator. Exceptions will be approved by the employer.

The claims administrator will communicate with the defense attorney to provide a complete overview of the claim. The claims administrator will also prepare a complete copy of the claim file for transmission to the defense attorney with a transmittal form or cover letter outlining the status of the case, results of investigations and discovery completed to date, primary issues, requested action and plan of action. Ongoing documentation will be sent to the defense attorney timely.

The claims administrator will carefully evaluate and monitor the defense attorney's aggressiveness in resolving claims, ability to identify issues, responsiveness, timeliness, and billing practices. The claims administrator will also provide the employer with advance notice of hearings and trials so they may attend, if necessary or desired.

11. Claim Reserves

Initial claim reserves will reflect the most probable value of the claim based on the information available at the time and the facts developed to date.

Initial claim reserves and subsequent reserve changes are reviewed and approved by a supervisor except under the following circumstance:

> Claims administrators who possess the necessary Workers' Compensation experience and knowledge may have authority to establish initial reserves up to $75,000.00 and each subsequent reserve change up to $50,000.00.

As claim values increase and decrease, claim reserves will be reviewed on a regular basis and on each diary date, but not less than twice a year. The rationale for reserves will be documented in the file notes and the amounts allocated to each reserve category will be documented.

12. Claim Reconciliation

Claim files will be reconciled to ensure all medical, indemnity, vocational

rehabilitation, legal, and other expense payments are appropriate, were made to the correct individual/provider in the correct amount and were paid from the correct claim file. The physical file will be verified with the computer information.

All open claim files will be reconciled annually or when there is a change from one benefit to another. Proof of the reconciliation will be documented by way of a file note and a completed reserve worksheet, when applicable.

13. Payments

Prior to payment, all bills will be reviewed for accuracy and appropriateness. All medical bills will be reviewed for reduction in accordance with the California Official Medical Fee Schedule (OMFS), InPatient Hospital Fee Schedule (IHFS), Preferred Provider Organization (PPO) discounts, and/or negotiated rates.

Medical bills submitted without supporting documentation will be objected to within thirty (30) days from receipt and will not be reviewed for payment until such documentation is obtained, if applicable. Medical bills will be paid, objected to, or denied no later than thirty (30) days from receipt and/or in accordance with state statutes.

Medical-legal costs will be reviewed for appropriateness and necessity. Bills that do not qualify as valid medical-legal expenses will be objected to on a timely basis according to the Workers' Compensation Laws of California.

As required by SB 899, payment of medical treatment regarding delayed AOE/COE claims will be processed through Utilization Review and Bill Review but will not exceed $10,000.00.

Mileage reimbursement requests from injured workers will be processed and mailed to the injured worker within ten (10) workdays of receipt of the request. Advance travel expense payments will be mailed to the injured worker no later than seven days prior to the anticipated date of travel.

14. Diary

Indemnity claims that are not on a benefit payment schedule will be reviewed on diary every thirty (30) to sixty (60) days as activity warrants, or more frequently when needed, for resolution of any and all issues and closure.

Indemnity claims on a benefit payment schedule will be reviewed on diary every fourteen (14) days, or more frequently when needed, for resolution of any and all issues and closure.

Medical-Only claims will be reviewed on diary every thirty (30) days for closure, or more frequently when needed. A medical-only claim will be converted to an indemnity claim when disability benefits are due, compensability becomes an issue, or litigation is initiated by either the injured worker or the employer.

Future-Medical claims will be reviewed on diary at least twice a year, or more frequently when needed, for the monitoring of future-medical care, Compromise and Release settlement and closure.

15. Indemnity Benefits

Accurate and timely indemnity benefit payments and notices will be computed, processed, and transmitted to injured workers as required by California Labor Codes, Statutes and Regulations.

Initial indemnity benefit payments and notices will be processed and mailed to the injured worker within fourteen (14) days of the first day of compensable disability. All subsequent and final indemnity benefits payments and notices will be verified and issued in compliance with the Workers' Compensation Laws of California.

Late indemnity payments due directly to the injured worker will include a self-imposed 10% penalty in accordance with the Labor Code.

16. Penalties

Late payments of all undisputed bills, benefits, Awards, Commutations, or Compromise and Releases will include the appropriate self-imposed penalty in accordance with the Workers' Compensation Laws of California.

The employer will be advised of the assessment of any penalty for late payment, the reason, and the responsible party within ten (10) workdays of the assessment. In the event the claims administrator is the responsible party, the claims administrator will submit a reimbursement check to the employer within fifteen (15) workdays of the assessment.

17. Return to Work

The claims administrator will assist the employer in establishing a modified-work (light-duty) plan that is appropriate and accommodating for injured workers while they are recovering from their injury or illness and prior to their return to regular duties.

The claims administrator will immediately consult with the employer in those cases where the injury or illness residuals might involve permanent work restrictions and/or

retirement potential.

18. Medical Management

The claims administrator's Utilization Review process will monitor treatment recommendations and medical treatment to ensure it is appropriate, medically necessary, and consistent with the recommended standards set forth in the American College of Occupational and Environmental Medicine Occupational Medical Practice Guidelines (ACOEM).

For all conditions and injuries/illnesses not covered by the ACOEM Practice Guidelines, authorized treatment will be in accordance with other evidence-based medical treatment guidelines that are relevant to the request, generally recognized by the national medical community, and scientifically based.

The claims administrator will monitor the medical treatment to ensure it is related to the compensable injury or illness. The claims administrator will timely object to inappropriate medical reports.

When appropriate, the claims administrator will arrange a medical evaluation by way of a Labor Code Section §4050 Exam, State Panel Qualified Medical Exam, Defense Qualified Medical Exam, or Agreed Medical Exam (AME) to address the necessity and/or reasonableness of care for litigated and non-litigated injured workers and injured workers who have a valid predesignated physician. A cover letter, when appropriate, will be provided to the physician outlining the specific issues, concerns, and questions. All relevant medical reports, investigation reports, and information will be provided to the physician for review prior to the examination date.

If the employer has an approved Medical Provider Network (MPN) in place, all medical evaluations, determinations, and disputes shall be governed per California Labor Codes and Regulations, specifically Labor Code Sections §4616 through §4616.4, Regulations §9767.1 through §9767.14, and pertinent Workers' Compensation Laws of California.

In the event a claim warrants referral to an outside nurse case manager or any other outside medical management service, the employer will be contacted for prior approval and to discuss the intent and scope of services requested.

19. Resolution of Claims

The employer will be notified within ten (10) workdays after receipt of the treating physician's or other relevant physician's Maximum Medical Improvement (Permanent and Stationary) report.

The claims administrator will determine the extent of permanent disability by completing a disability rating, arranging for an informal disability rating, or requesting a Summary Rating Determination (DEU Form 102) from the Disability Evaluation Unit. The claims administrator will also determine and take credit for legally permissible apportionment, if any.

The claims administrator will telephone the injured worker, if not represented by legal counsel, and mail a notice outlining permanent disability, future-medical care, and if applicable, provide a Qualified Medical Examination request form, within ten (10) workdays from receipt of a Maximum Medical Improvement (Permanent and Stationary) report. The purpose of the telephone call and notice is to explain the process and answer the injured worker's question(s). The claims administrator will take appropriate action(s) to finalize the claim.

20. Rehabilitation Management

All notifications, determinations, and referrals regarding Vocational Rehabilitation Benefits or Supplemental Job Displacement Benefits, and Qualified Injured Worker or Non-Qualified Injured Worker status will be made timely in accordance with the Workers' Compensation Laws of California in place at the time of injury. The claims administrator will:

a. Notify the employer of the injured worker's permanent work restrictions so the employer may determine the availability of permanent modified or alternate work.

b. Notify the injured worker of their potential rehabilitation rights.

c. With prior employer approval, assign an outside rehabilitation counselor or other service vendor when the need is identified for a formal job analysis, essential function job analysis, ergonomic evaluation, or a 90-Day QRR intervention.

d. Attempt to secure the prompt conclusion of vocational rehabilitation benefits, and settle rehabilitation where appropriate.

e. Monitor rehabilitation programs on an ongoing basis to verify appropriateness and progress.

f. Monitor and control rehabilitation benefits and costs through conclusion. In addition, the claims administrator will work with the employer to assist in the coordination of experts in complying with Americans with Disabilities Act (ADA) and AB 2222 interactive accommodation requirements.

21. Approval of Settlements

The claims administrator and/or defense attorney, if applicable, will submit settlement requests to the employer for approval on all settlement requests. Settlement requests will be clear and concise and will consist of a verbal and/or written analysis of the claim/issue(s), and monetary recommendations. After supervisory approval, settlement requests will be presented to the employer in this manner so as to ensure receipt of a response in sufficient time to process the settlement.

If the settlement exceeds, or may have the potential to exceed, the employer's self-insured retention, the claims administrator will immediately submit a written analysis of the claim/issues(s) and contact the excess carrier by telephone to discuss the settlement and obtain approval.

Overpayments will be identified on all settlement requests and where appropriate, the claims administrator will pursue credit for the overpayment, if any.

22. Award Payments

Following receipt of the appropriate, fully executed document(s), payments on undisputed Awards, Commutations, or Compromise and Releases will be issued within ten (10) workdays or sooner, if necessary to ensure payment within twenty (20) calendar days of the Workers' Compensation Appeals Board (WCAB) approval date, or if any delay will result in a late payment, late notice, or any penalty situation.

23. Excess Insurance

Claims that have the potential to exceed the employer's self-insured retention will be reported in accordance with the reporting criteria established by the employer's excess insurance carrier's policies.

Claims that meet the established reporting criteria will be reported to the excess carrier in accordance with the applicable policy but in no event will the claim be reported to the excess carrier more than thirty (30) days from the day on which it is known the criteria are met.

Excess reporting correspondence prepared by the claims administrator will be copied to the employer. Correspondence received by the claims administrator involving excess claims will be sent to the employer and responded to by the claims administrator within ten (10) workdays of receipt.

Requests for reimbursement on active claims will be made at least twice a year. For less active claims, reimbursement will be requested when reimbursement exceeds $2,500.00, but in no event less frequently than on an annual basis.

24. File Documentation

Any significant development will be documented in the file notes. All file notes will have a "Plan of Action" that includes time frames for completing tasks or activities. The progress of the "Plan of Action" will be documented as will the reasons for any delays or modifications to the "Plan of Action."

File documentation also includes all information that relates to the direction, value, and active claim strategy towards closure of the claim.
All files will be in chronological order with correspondence in the designated section. All handwritten correspondence, if any, will be legible. All file notes, actions, or tasks completed on a claim will identify the date and the person(s) who completed it.

25. Supervisory Review

Supervisors do not have a caseload. Their primary role is to direct, monitor and review the work of claims administrators. All supervisory reviews will be documented in the file notes and labeled "Supervisory Review." All claims will be reviewed by a supervisor:

a. At file creation.

b. Before cases are delayed or denied.

c. Before referral to outside investigation, subrosa, medical case management or defense counsel.

d. When reserve increases, proposed settlements or payments exceed the claims administrator's limit of authority.

e. Before mandatory settlement conferences or trials.

In addition, supervisors will audit 10% of the claims administrator's caseload each month to evaluate the work product of the claims administrator, provide direction and review significant activities to ensure adherence to claims administration standards.

Finally, supervisors will review all incoming mail on a daily basis with an eye for anything that might portend a problem or require special attention.

26. Internal Auditing

In addition to supervisory audits, claim files are also randomly selected and reviewed by an internal auditor to further ensure compliance with performance standards outlined herein and to identify any areas of needed improvement in overall claims

handling and reserving.

27. Closure

Indemnity and medical-only claims will be reviewed for closure and closed within thirty (30) days from the date all issues, including those involving benefits, payments and notices, have been resolved.

Future-Medical claims will be reviewed for settlement not less than twice a year. When future-medical benefits are the only remaining benefit due to the injured worker, and the claim is inactive for a period of two years, it will be closed no later than two years from the date of the last provision of Workers' Compensation benefits, flagged as "do not destroy" and placed in permanent storage.

28. Record Retention

The claims administrator will retain all claim files for five years after the closure date. The claims administrator will retain all future-medical claim files for the entire life of the claim file.

Thereafter, the claims administrator will contact the employer to determine if the employer wishes to retain the claim file.

29. Personnel and Availability

Personnel who handle claim files will be well trained, appropriately certified and will receive continuing education and training.

The claims administrator, or a supervisor, will be available by telephone Monday through Friday, 8:00 a.m. to 4:30 p.m.

30. Client Services

The claims administrator will provide the employer with all necessary workers' compensation claim forms in an electronic format with printed forms available at cost.

The claims administrator will provide on-site training, attend on-site meetings, and complete file reviews for the employer on an as needed basis.

The claims administrator will participate in events pertaining to the employer's Workers' Compensation Program and will meet with injured workers to resolve issues that arise from claims on an as needed basis.

The claims administrator will meet with the employer on an as needed basis to provide information, opinions and direction regarding proposed changes to the Workers' Compensation Laws of California and to meet with the employer's designated personnel to ensure they are effectively processing the employer's Workers' Compensation claims as required by law.

MEDREVIEW

Post Office Box 3730
Ontario, California 91761
Phone (909) 978-2960 | Fax (909) 978-2970

Utilization Review Plan

Revised 4/15/21

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Introduction

MedReview's utilization review process is pursuant to and in compliance with Labor Code Sections 4610, 4610.5, and title 8, California Code of Regulations (CCR), Sections 9792.6.1 through 9792.10.1.

MedReview's utilization review process is governed by written policies and procedures that ensure decisions are based on medical necessity to cure and relieve treatment recommendations by physicians. All decisions are consistent with the California Medical Treatment Utilization Schedule (MTUS), including the drug formulary, adopted pursuant to Labor Code Section 5307.27. MedReview updates and reviews the treatment guidelines per CCR Section 9792.25.1(a) MTUS Methodology for Evaluating Medical Evidence.

Pursuant to CCR 9792.6.1(v), "Reviewer" means a medical doctor, doctor of osteopathy, psychologist, acupuncturist, optometrist, dentist, podiatrist, or chiropractic practitioner licensed by any state or the District of Columbia, competent to evaluate the specific clinical issues involved in medical treatment services, where these services are within the scope of the reviewer's practice.

Pursuant to Labor Code Section 4610(g)(3)(B)(i), MedReview shall neither offer nor provide any financial incentive or consideration to a physician based on the number of modifications or denials made by the physician under this section.

A "utilization review decision" means a decision pursuant to Labor Code Section 4610 to approve, modify, or deny a treatment recommendation or recommendations by a physician prior to, retrospectively, or concurrent with the provision of medical treatment services pursuant to Labor Code Sections 4600 or 5402(c).

This Utilization Review Plan is available to the public upon request. The claims administrator may charge reasonable copying and postage expenses related to disclosing the complete utilization review plan. Such charge shall not exceed $0.25 per page plus actual postage costs.

Medical Director and Personnel

MedReview's Medical Director is Neil S. Ghodadra, M.D. Dr. Ghodadra is a practicing physician and surgeon who holds an unrestricted license to practice medicine in the State of California. Dr. Ghodadra's specialty is Orthopedic Surgery.

Neil S. Ghodadra, M.D.
License Number 116163
25451 Prado De Azul
Calabasas, CA 91302-3667
Neil@drneilmd.com

Telephone: (678) 596-1344

The Medical Director ensures that the process by which MedReview prospectively, retrospectively, or concurrently reviews and approves, modifies, or denies treatment recommendations by physicians complies with the requirements of Labor Code Section 4610. Pursuant to CCR Section 9792.6.1(o), the Medical Director is a physician and surgeon licensed by the Medical Board of California or the Osteopathic Board of California who holds an unrestricted license to practice medicine in the State of California.

The Medical Director is responsible for all utilization review decisions. In addition to his duties as a reviewer, he is available to suggest courses of action to secure the medical information necessary to complete a review; available to provide additional resources of information to aid the non-physician reviewers with the primary review process; provides input and guidance to the other reviewers where appropriate; communicates with the requesting physicians when appropriate; reviews policies regarding the utilization review process; and provides educational information to the non-physician reviewers.

The secretary to the Medical Director facilitates the process by which MedReview, Inc. prospectively, retrospectively, or concurrently reviews and approves, modifies, or denies treatment recommendations by physicians complies with the requirements of Labor Code section 4610. The Medical Director has the final approval on all policy and procedures regarding utilization review processes.

The secretary to the Medical Director relieves the Medical Director of details which do not require his or her personal attention by the use of discretion, tact and a comprehensive knowledge of departmental procedures and policies.

MedReview's Utilization Review is comprised of contracted physician reviewers licensed to practice in any state or the District of Columbia by their appropriate licensing boards, non-physician reviewers, consisting of licensed, certified, and trained health professionals, and assisting clerical personnel.

MedReview's physician reviewers are competent to evaluate the specific clinical issues involved in medical treatment services and, where these services are within the reviewer's scope of practice, may approve, modify, or deny requests for authorization of medical treatment for reasons of medical necessity to cure or relieve the effects of the industrial injury. Reviewers function as a secondary review when the non-physician reviewer is unable to approve medical treatment per appropriate guidelines.

MedReview's non-physician reviewers are comprised of individuals who possess an active, professional license or certification to practice as a health professional (Registered Nurse (RN), Certified Medical Assistant (MA) and Licensed Vocational Nurse (LVN)). MedReview's non-physician reviewers function as a primary reviewer applying specific criteria to requests for

authorization for medical services. The non-physician reviewer may approve requests for authorization of medical services. The non-physician reviewer may discuss applicable criteria with the requesting physician, should the treatment for which authorization is sought appears to be inconsistent with the criteria. In such instances, the requesting physician may voluntarily withdraw a portion or all of the treatment in question and submit an amended request for treatment authorization. The non-physician reviewer may reasonably request appropriate additional information that is necessary to render a decision, but in no event, shall this exceed the time limitations per regulations. The non-physician reviewer shall not modify or deny requests for authorization of medical treatment for reasons of medical necessity to cure and relieve or due to incomplete or insufficient information

MedReview's clerical personnel assist in the utilization review process by assigning received requests for authorization of medical treatment for initial review by a non-physician reviewer. Additionally, the clerical personnel are available to answer telephone calls between the hours of 9:00 a.m. to 5:30 p.m., on business days, for healthcare providers to request authorization for medical services.

MedReview's transcription personnel proofreads and formats the reviewers' typed decisions and drafts MedReview letters.

Utilization Review Process

Receipt of Request for Authorization

MedReview personnel are available by telephone from 9:00 a.m. to 5:30 p.m., on business days, to receive treatment requests. A facsimile number is maintained for after-hours treatment requests. The utilization review process for responding to a treatment request begins when the request for authorization is first received by mail, facsimile, or electronic mail.

Pursuant to CCR Section 9792.9.1(c)(2)(A), upon receipt of a request for authorization as described in subdivision (c)(2)(B), or a DWC Form RFA that does not identify the employee or provider, does not identify a recommended treatment, is not accompanied by documentation substantiating the medical necessity for the requested treatment, or is not signed by the requesting physician, a non-physician reviewer, as allowed by Section 9792.7, or reviewer must either regard the request as a complete DWC Form RFA and comply with the timeframes for decision set forth in this section or return it to the requesting physician marked "not complete," specifying the reasons for the return of the request no later than five (5) business days from receipt. The timeframe for a decision on a returned request for authorization shall begin anew upon receipt of a completed DWC Form RFA.

Utilization review of a medical treatment request may be deferred if the claims administrator disputes liability for either the occupational injury for which the treatment is recommended or the recommended treatment itself on grounds other than medical necessity.

Unless additional information is requested necessitating an extension, the utilization review process shall meet the required timeframes.

The first day in counting any timeframe requirement is the day after the receipt of the DWC Form RFA, except when the timeline is measured in hours. Whenever the timeframe requirement is stated in hours, the time for compliance is counted in hours from the time of receipt of the DWC Form RFA, pursuant to CCR Section 9792.9.1(c)(1).

Pursuant to Labor Code Section 4610(b)-(c), for all dates of injury occurring on or after January 1, 2018, any request(s) for authorization received for emergency treatment services and medical treatment rendered, for a body part or condition that is accepted as compensable by the employer, within the 30 days following the initial date of injury shall be authorized without prospective utilization review, except as provided in subdivision (c).

Unless authorized by the employer or rendered as emergency medical treatment, the following medical treatment services, as defined in rules adopted by the administrative director, that are rendered through a member of the medical provider network or health care organization, a predesignated physician, an employer-selected physician, or an employer-selected facility, within the 30 days following the initial date of injury, shall be subject to prospective utilization review under this section:

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

Timeframes and Notification

Prospective or concurrent utilization review decisions will not exceed five (5) business days from the date of receipt of the request for authorization. During the utilization review process, the reviewer or non-physician reviewer shall request information reasonably necessary to make a determination from the treating physician within five (5) business days from the date of receipt of the request for authorization.

Prospective decisions regarding requests for treatment covered by the MTUS Drug Formulary shall be made no more than five working days from the date of receipt of the medical treatment request.

Prospective or concurrent decisions related to an expedited review will not exceed 72 hours after the receipt of the written information reasonably necessary to make the determination. A request for expedited review must be supported by evidence establishing that the injured worker faces an imminent and serious threat to his or her health, or that the timeframe for utilization review would be detrimental to the injured worker's condition.

Retrospective decisions shall be made within 30 days of receipt of the request for authorization and medical information that is reasonably necessary to make a determination.

All decisions to approve a request for authorization shall specify the following:

- The date the request for authorization was first received.
- The medical treatment service requested.
- The medical treatment service approved.
- The date of the decision.

Prospective, concurrent, or expedited approvals shall be communicated to the requesting physician within 24 hours of the decision, initially by telephone, facsimile, or, if agreed to by the parties, secure email. Telephone communication of the decision shall be followed with a written notice to the requesting physician within 24 hours of the decision for concurrent review and within two (2) business days for prospective review. For retrospective approvals, the written decision shall be communicated to the requesting physician, the injured worker, and his or her attorney/designee, if applicable.

Pursuant to CCR Section 9792.6.1(a), 'Authorization' means assurance that appropriate reimbursement will be made for an approved specific course of proposed medical treatment to cure or relieve the effects of the industrial injury.

Payment, or partial payment, of a medical bill for services requested, within the 30-day timeframe, shall be deemed a retrospective approval.

Pursuant to CCR Section 9792.9.1(e)(1), the review and decision to deny or modify a request for medical treatment must be conducted by a reviewer, who is competent to evaluate the specific clinical issues involved in the medical treatment services, and where these services are within the scope of the individual's practice.

Prospective, concurrent, or expedited decisions to modify or deny shall be communicated to the requesting physician within 24 hours of the decision, initially by telephone, facsimile, or, if agreed to by the parties, secure email. Telephone communication of the decision shall be followed with a written notice to the requesting physician, the injured worker, and if the injured worker is represented by counsel, the injured worker's attorney, within 24 hours of the decision for concurrent review and within two (2) business days for prospective review.

For retrospective decisions to deny part or all of the requested medical treatment, the written decision shall be communicated to the requesting physician, the injured worker, and his or her attorney/designee, if applicable, within 30 days of receipt of request for authorization and medical information that is reasonably necessary to make a determination.

Written decisions to modify or deny requests for authorization shall be provided to the requesting physician, the injured worker, the injured worker's representative, and if the injured worker is represented by counsel, the injured worker's attorney. The written decision shall be signed by either the claims administrator or the reviewer, and shall only contain the following information specific to the request, pursuant to CCR Section 9792.9.1(e)(5):

- The date on which the request for authorization was first received.
- The date on which the decision is made.
- A description of the specific course of proposed medical treatment for which authorization was requested.
- A list of all medical records reviewed.
- A specific description of the medical treatment service approved, if any.
- A clear, concise, and appropriate explanation of the reasons for the reviewing physician's decision, including the clinical reasons regarding medical necessity and a description of the relevant medical criteria or guidelines used to reach the decision pursuant to Section 9792.8. If a utilization review decision to modify or deny a medical service is due to incomplete or insufficient information, the decision shall specify the reason for the decision, the specific information that is needed, the date(s) and time(s) of attempts made to contact the physician to obtain the necessary information, and a description of the manner in which the request was communicated.

~ The Application for Independent Medical Review, DWC Form IMR, with all fields, except for the signature of the employee, to be completed by the claims administrator. The application, set forth in Section 9792.10.2, and the written decision provided to the injured worker shall include an addressed envelope, which may be postage-paid for mailing to the Administrative Director or his or her designee.

~ A clear statement advising the injured employee that any dispute shall be resolved in accordance with the independent medical review provisions of Labor Code Section 4610.5 and 4610.6, and that an objection to the utilization review decision must be communicated by the injured worker, the injured worker's representative, or the injured worker's attorney on behalf of the injured worker on the enclosed Application for Independent Medical Review, DWC Form IMR, within 10 days after service of the utilization review decision(s) for formulary disputes and 30 days after service of the utilization review decision(s) for all other medical treatment disputes.

~ The following mandatory language:

  ~ "You have a right to disagree with decisions affecting your claim. If you have questions about the information in this notice, please call me (insert claims adjuster's name in parentheses) at (insert telephone number). However, if you are represented by an attorney, please contact your attorney instead of me.

and

  ~ "For information about the workers' compensation claims process and your rights and obligations, go to www.dwc.ca.gov or contact an information and assistance (I&A) officer of the state Division of Workers' Compensation. For recorded information and a list of offices, call toll-free 1-800-736-7401."

~ Details about the claims administrator's internal utilization review appeals process for the requesting physician and a clear statement that the internal appeals process is a voluntary process that neither triggers nor bars use of the dispute resolution procedures of Labor Code Section 4610.5 and 4610.6, but may be pursued on an optional basis.

~ The written decision modifying or denying treatment authorization provided to the requesting physician containing the name and specialty of the reviewer or expert reviewer, and the telephone number in the United States of the reviewer or expert reviewer. The written decision discloses the hours of availability of either the reviewer, the expert reviewer, or the medical director for the treating physician to discuss the decision which is, at a minimum, four (4) hours per week during normal business hours, 9:00 a.m. to 5:30 p.m., Pacific Time, or an agreed upon scheduled time to discuss the decision with the requesting physician. In the event the reviewer is unavailable, the requesting physician may

discuss the written decision with another reviewer who is competent to evaluate the specific clinical issues involved in the medical treatment services.

Emergency Health Care Services and Concurrent Decisions to Deny

Pursuant to CCR Section 9792.6.1(i), "Emergency health care services" means health care services for a medical condition manifesting itself by acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to place the patient's health in serious jeopardy. Emergency health care services do not require prior authorization and may be subjected to retrospective review. Pursuant to CCR Section 9792.9.1 (e)(2), failure to obtain authorization prior to providing emergency health care services shall not be an acceptable basis for refusal to cover medical services provided to treat and stabilize an injured worker presenting for emergency health care services. Emergency health care services may be subjected to retrospective review. Documentation for emergency health care services shall be made available to the claims administrator upon request.

A concurrent decision to deny authorization for medical treatment must meet the following requirements prior to discontinuation of medical care:

- The requesting physician shall be notified of the decision.
- A care plan has been agreed upon by the requesting physician that is appropriate for the medical needs of the employee.
- Medical care provided during the review shall be treatment that is medically necessary to cure or relieve from the effects of the industrial injury.

Timeframe Extension

Except for treatment requests made pursuant to the MTUS Drug Formulary, when additional information reasonably necessary to make a determination is requested necessitating a timeframe extension, a reviewer or non-physician reviewer shall request the information from the treating physician within five (5) business days from the date of receipt of the request for authorization.

If the requested information is not received within fourteen (14) days from the receipt of the completed request for authorization for prospective or concurrent review, or within thirty (30) days of the request for retrospective review, the reviewer shall deny the request with the stated condition that the request will be reconsidered upon receipt of the information.

A reviewer may ask for the following:

- An additional examination or test be performed upon the injured worker that is reasonable and consistent with professionally recognized standards of medical practice.
- A specialized consultation and review of medical information by an expert reviewer.

When a reviewer asks for the above, the reviewer shall, within five (5) business days from the date of receipt of the request for authorization, notify the requesting physician, the injured worker, and if the injured worker is represented by counsel, the injured worker's attorney, in writing, that the reviewer cannot make a decision within the required timeframe. The written notification will include the anticipated date on which a decision will be rendered.

If the results of the additional examination or test are not received within thirty (30) days from the receipt of the completed request for authorization for prospective, concurrent, or retrospective review, the reviewer shall deny the request with the stated condition that the request will be reconsidered upon receipt of the information.

Upon receipt of the requested information:

- For prospective and concurrent review:
  - a non-physician reviewer shall make the decision to approve the request for authorization within five (5) business days of receipt of the information
    or
  - a reviewer shall make the decision to approve, modify, or deny the request for authorization within five (5) business days of receipt of the information.

  The requesting physician shall be notified by telephone, facsimile, or, if agreed to by the parties, secure email within 24 hours of making the decision. The written decision shall include the date the information was received and the decision shall be communicated in the manner set out in Section 9792.9.1(d) or (e), whichever is applicable.

- For prospective and concurrent decisions related to an expedited review:
  - a non-physician reviewer shall make the decision to approve the request for authorization within 72 hours of receipt of the information
    or
  - a reviewer shall make the decision to approve, modify, or deny the request for authorization within 72 hours of receipt of the information.

  The requesting physician shall be notified by telephone, facsimile, or, if agreed to by the parties, secure email within 24 hours of making the decision. The written decision shall include the date the information was received and the decision shall be communicated in the manner set out in Section 9792.9.1(d)(2) or (e)(3), whichever is applicable.

- For retrospective review:
  - a non-physician reviewer shall make the decision to approve the request for authorization within thirty (30) calendar days of receipt of the information
    or
  - a reviewer shall make the decision to approve, modify, or deny the request for authorization within thirty (30) calendar days of receipt of the information.

The written decision to approve shall include the date it was made and shall be communicated to the requesting physician who provided the medical services and to the individual who received the medical services, and his or her attorney/designee, if applicable.

The written decision to deny part or all of the requested medical treatment shall include the date it was made and shall be communicated to the requesting physician who provided the medical services and to the individual who received the medical services, and his or her attorney/designee, if applicable, within 30 days of receipt of request for authorization and medical information that is reasonably necessary to make a determination.

Documentation

Pursuant to CCR Section 9792.9.1(g), whenever a reviewer issues a decision to deny a request for authorization based on the lack of medical information necessary to make a determination, the claims administrator's file must document the attempt by the claims administrator or reviewer to obtain the necessary medical information from the physician either by facsimile, mail, or e-mail.

Pursuant to Labor Code Section 4610(k), a utilization review decision to modify or deny a treatment recommendation shall remain effective for 12 months from the date of the decision without further action by the employer with regard to a further recommendation by the same physician, or another physician within the requesting physician's practice group, for the same treatment unless the further recommendation is supported by a documented change in the facts material to the basis of the utilization review decision.

Utilization Review Decision-Making Process

Pursuant to Labor Code Section 4610(h), the criteria or guidelines used in MedReview's utilization review process to determine whether to approve, modify, or deny medical treatment services are all of the following:

- ~ Developed with involvement from actively practicing physicians.

- ~ Consistent with the schedule for medical treatment utilization, including the drug formulary, adopted pursuant to Section 5307.27.

- ~ Evaluated at least annually and updated if necessary.

- ~ Disclosed to the physician and the employee, if used as the basis of a decision to modify or deny services in a specified case under review.

- ~ Available to the public upon request (no copying fees apply).

Non-physician reviewers and reviewers conduct the following medical evidence search sequence for the evaluation and treatment of injured workers:

- ~ Search the recommended guidelines set forth in the current MTUS to find a recommendation applicable to the injured worker's medical condition or injury.
- ~ In the limited situation where a medical condition or injury is not addressed by the MTUS or if the MTUS' presumption of correctness is being challenged, then:
    - o Search the most current version of ACOEM or ODG to find a recommendation applicable to the injured worker's medical condition or injury. Choose the recommendation that is supported with the best available evidence according to the MTUS Methodology for Evaluating Medical Evidence set forth in Section 9792.25.1.
- ~ If no applicable recommendation is found in ACOEM or ODG, or if the reviewing physician believes there is another recommendation supported by a higher quality and strength of evidence, then:
    - o Search the most current version of other evidence-based medical treatment guidelines that are recognized by the national medical community and are scientifically based to find a recommendation applicable to the injured worker's medical condition or injury. Medical treatment guidelines can be found in the National Guideline Clearinghouse. Choose the recommendation that is supported with the best available evidence according to the MTUS Methodology for Evaluating Medical Evidence set forth in Section 9792.25.1.

- ~ If no applicable recommendation is found in the National Guideline Clearinghouse, then:
    - o Search for current studies that are scientifically-based, peer-reviewed, and published in journals that are nationally recognized by the medical community to find a recommendation applicable to the injured worker's medical condition or injury. Choose the recommendation that is supported with the best available evidence according to the MTUS Methodology for Evaluating Medical Evidence set forth in Section 9792.25.1. A search for peer-reviewed published studies may

be conducted by accessing the U.S. National Library of Medicine's database of biomedical citations and abstracts.

IMR Appeals Process

Any dispute shall be resolved in accordance with the independent medical review provisions of Labor Code Section 4610.5 and 4610.6. An objection to the utilization review decision(s) must be communicated by the injured worker, the injured worker's representative, or the injured worker's attorney on the injured worker's behalf on the Application for Independent Medical Review, DWC Form IMR, enclosed with the Utilization Review decision, within 10 days after service of the utilization review decision(s) for formulary disputes and 30 days after service of the utilization review decision(s) for all other medical treatment disputes.

Pursuant to Labor Code section 4610.5(h)(1)(A)-(B), the employee may submit a request for independent medical review to the division. The request may be made electronically under rules adopted by the administrative director.

The request shall be made no later than as follows:

(A) For formulary disputes, 10 days after the service of the utilization review decision to the employee.
(B) For all other medical treatment disputes, 30 days after the service of the utilization review decision to the employee.

Workers' Compensation Alternative Dispute Resolution Programs

Some clients have employees that belong to Police Officers' Associations and Fire Fighters' Associations. A portion of these associations have agreed upon Alternate Dispute Resolution (ADR) programs. These ADR processes replace the Independent Medical Review (IMR) procedures.

Utilization Review Appeals Process

The Internal Utilization Review Appeals Process (Appeal) is as follows:

It is a voluntary process that neither triggers nor bars use of the dispute resolution procedures of Labor Code Sections 4610.5 and 4610.6, but may be pursued on a voluntary basis. The injured worker or the treating physician must request an Appeal of the decision(s) within 10 days after receipt of the utilization review decision(s) by submitting additional information. The determination of the Appeal will be issued within 30 days of receipt of the Appeal. An Appeal shall be considered complete upon the issuance of a final Independent Medical Review (IMR) determination.

For information about the Workers' Compensation claims process and your rights and obligations, go to www.dwc.ca.gov or contact an information and assistance (I&A) officer of the state Division of Workers' Compensation. For recorded information and a list of offices, call toll free 1-800-736-7401.

Confidentiality Policy

Due to the nature of our work, it is imperative that employees maintain strict confidentiality when it comes to our clients' matters as well as our own policies and procedures. A breach of confidentiality will result in disciplinary action, including possible termination of employment.

Confidentiality Policy (Physician Reviewers)

Consultant agrees to maintain the confidentiality provisions of the materials reviewed and discussions conducted hereunder. Consultant understands and agrees that all information or data that Consultant receives from Administrator, or at the direction of Administrator, in connection with the process of providing services hereunder will be deemed confidential and may not be disclosed to anyone other than Administrator or its employees directly responsible for working with Consultant.

Definitions

Concurrent Review: Utilization review conducted during an inpatient stay. CCR Section 9792.6.1(c).

Expedited Review: Utilization review or independent medical review conducted when the injured worker's condition is such that the injured worker faces an imminent and serious threat to his or her health, including, but not limited to the potential loss of life, limb, or other major bodily functions, or the normal timeframe for the decision-making process would be detrimental to the injured worker's life or health or could jeopardize the injured worker's permanent ability to regain maximum function. CCR Section 9792.6.1(j).

Prospective Review: Any utilization review conducted, except for utilization review conducted during an inpatient stay, prior to the delivery of the requested medical services. CCR Section 9792.6.1(s).

Retrospective Review: Utilization review conducted after medical services have been provided and for which approval has not already been given. CCR Section 9792.6.1(u).

Physician Review Services

MedReview Inc. contracts with the following physicians/companies for Physician Review services:

Neil S. Ghodadra, M.D.
Orthopedic Surgery
License No. A 116163

Roman A. Shulze, D.O.
Family Practice and Occupational Medicine
License No. 8047

Jay V. Westphal, M.D.
Occupational Medicine
License No. G 49416

Aaron Emil McCoy, D.O.
Anesthesiology
License No. 15451

Scott McElmeel, M.D.
Anesthesiology
License No. C 153971

John V. Flores, PhD, MBBS, D.C.
Chiropractic and Sports Medicine
License No. 25215

William L. Tontz, M.D.
Orthopedic Surgery
License No. A 69746

Advanced Medical Reviews, Inc.
Medical Director: Charles Totaro Carnel, M.D.
Medical Director Specialty: Physical Medicine & Rehabilitation
Medical Director License No. MD.27631 (Alabama)

MedReview Inc. contracts with the following physicians/companies for <u>Expert Review</u> services:

Network Medical Review Co. Ltd.
Medical Director: Robert C. Porter, M.D.
Medical Director Specialty: Occupational Medicine
Medical Director License No. 33237

Utilization Review – Claims Adjuster Authorization Criteria

Claims adjusters may approve the following Request(s) for Authorization (RFAs). All RFAs outside of the authorization criteria listed below must be referred to and processed by Utilization Review. Please note: Only a Physician may modify or deny RFA(s).

Claim Adjusters should adhere to the MTUS Treatment Guidelines. These guidelines are located in L-Drive (*UR Education for Claims > Guideline Folder).*

Treatment Requests - first 30 days of injury or illness	
Treatment Request	**Claims Adjuster Authorization Criteria**
Per Labor Code 4610 (c) ***First 30 days of injury or illness*** ***(Starts January 1, 2018)***	*Unless authorized by the employer or rendered as emergency medical treatment, the following medical treatment services shall be subject to prospective utilization review:* • *Pharmaceuticals that are non-exempt in the drug formulary* • *Nonemergency inpatient and outpatient surgeries, including all pre-surgical and post-surgical services* • *Psychological treatment services* • *Home health care services* • *Imaging and radiology services excluding x-rays* • *All DME that exceeds $250* • *Electrodiagnostic testing*
Treatment Requests - after 30 days of injury or illness	
Treatment Request	**Claims Adjuster Authorization Criteria**
Physical Methods: • ***Occupational therapy*** • ***Physical therapy*** • ***Chiropractic treatment*** • ***Acupuncture***	*May have 24 visits for the life of the claim.* *Initial request – up to 4-6 visits.* *Additional requests (sets of 4-6 visits) may be approved if provider documents functional improvement.*
Office Visits: • ***Initial evaluation*** • ***Consultation*** • ***Second opinion*** • ***Transfer of care*** • ***Office visits***	*May be approved by the claims adjuster.* *Send the RFA to UR when questioning whether or not the consultation, second opinion, or transfer of care is medically necessary.*

Injections: • ***Steroid***	*Injections are recommended based on body part accepted and injury/illness.* *Initial steroid injections for diagnostic and pain management can be approved by claims adjuster. Additional requests should be processed by Utilization Review. Not recommended for therapeutic use.*		
Injections: • ***ESI*** • ***Facet*** • ***Hyaluronic*** • ***PRP*** • ***SI joint***	*Injections are recommended based on body part and injury and must meet criteria outlined in the MTUS Treatment Guidelines.*		
Surgery	*All surgery requests must be processed by Utilization Review.*		
Pre-operative Testing/ Pre-operative Medical Clearance	*Upon approval of surgery, claims adjuster may approve the following requests: CBC, CMP, PT/PTT, EKG and Chest X-Ray.*		
Radiology/Diagnostic: • ***X-rays*** • ***CT-scans*** • ***MRI*** • ***EMG/NCV***	*May be approved by the claims adjuster.* *See above for directions for the time period "first 30 days."*		
Home Health Care	*The claims adjuster may approve home health care up to 7 days.* *All requests for home health care greater than 7 days must be processed by Utilization Review.*		
Weight Loss/Gym Membership	*Weight loss and gym membership will be reviewed on a case-by-case basis to determine the necessity for utilization review.*		
Transportation	*The claims adjuster may approve transportation when appropriate.*		
Medication: • ***Per MTUS Formulary*** • ***Adhere to MTUS treatment guidelines for injury/illness*** • ***FDA approved*** • ***Generic drug***	***Situation***	***NO UR***	***Yes UR***
	Ongoing drugs	*Exempt*	*Non-Exempt*
	Off-label drugs	*Exempt*	*Non-Exempt*
	Brand-name drugs		*Brand-name drugs*
	Physician-dispensed drugs	*First 7 days of injury, Exempt/Non-Exempt drugs, 4-day supply*	*After first 7 days of injury, all medications Exempt/Non-Exempt*
	Compound drugs		*Compound*
	Special fill drugs	*First 7 days of injury, Exempt/Non-Exempt, 4-day supply*	
	Peri-operative fill drugs	*Exempt/Non-Exempt* *4 days before/4 days after surgery* *4-day supply*	
	Health and safety post-exposure prophylaxis (PEP)	*Responsibility of the employer to provide urgent PEP after an exposure to bloodborne pathogens*	
Detox Programs	*All requests for detox programs will be processed by Utilization Review.*		

Psychiatric	*Requests for psychiatric/neuro-psych or counseling may be approved by the claims adjuster.*
Cancer Treatment	*All specialized cancer treatment/therapy will require utilization review.*
Durable Medical Equipment	*Claims adjuster may approve all DME purchases and/or rentals. See above for directions for the time period "first 30 days."*

UTILIZATION REVIEW WORKFLOW

CLAIMS ADJUSTER REVIEW

UR

- All Utilization Review is in accordance with CCR 9792.9.1, Utilization Review Standards - Timeframes, Procedures and Notice - On or After January 1, 2013

Intake

- Receipt of Request for Authorization (RFA) (Received by Email, Facsimile or U.S. Mail - Electronically Assigned to Claim File)
- Per Adjuster Authorization Criteria sheet, Intake confirms with Claims Adjuster to continue UR review

Claims Adjuster

- Per Adjuster Authorization Criteria sheet, Claims Adjuster confirms with Intake to continue UR review
- Claims Adjuster faxes/mails approval determinations to the provider, injured worker and applicant attorney, when applicable

UTILIZATION REVIEW WORKFLOW

NON-PHYSICIAN REVIEW

UR

- All Utilization Review is in accordance with CCR 9792.9.1, Utilization Review Standards - Timeframes, Procedures and Notice - On or After January 1, 2013

Intake

- Receipt of Request for Authorization (RFA) (Received by Email, Facsimile or U.S. Mail - Electronically Assigned to Claim File)
- Per Adjuster Authorization Criteria sheet, Intake confirms with Claims Adjuster to continue UR review
- RFA(s) are directly assigned to UR, when applicable

Claims Adjuster

- Per Adjuster Authorization Criteria sheet, Claims Adjuster confirms with Intake to continue UR review
- Claims Adjuster submits RFA(s) to UR when the RFA does not meet guideline standards and/or Adjuster Authorization Criteria sheet

UR

- UR applies the MTUS, ACOEM and ODG guidelines to determine the medical necessity for the RFA
- UR faxes/mails request for information/approval determinations to the provider, injured worker and applicant attorney, when applicable

Intake

- Receipt of response to request for information (Received by Email, Facsimile or U.S. Mail - Electronically Assigned to Claim File)
- Intake notifies of response to request for information

UR

- UR faxes/mails approval determinations to the provider, injured worker and applicant attorney, when applicable
- UR submits response to request for information to Physician Reviewer for UR determination (See MD Review Workflow)

UTILIZATION REVIEW WORKFLOW

PHYSICIAN REVIEW

UR

- All Utilization Review is in accordance with CCR 9792.9.1, Utilization Review Standards - Timeframes, Procedures and Notice - On or After January 1, 2013

Intake

- Receipt of Request for Authorization (RFA) (Received by Email, Facsimile or U.S. Mail - Electronically Assigned to Claim File)
- Per Adjuster Authorization Criteria sheet, Intake confirms with Claims Adjuster to continue UR review
- RFA(s) are directly assigned to UR, when applicable

Claims Adjuster

- Per Adjuster Authorization Criteria sheet, Claims Adjuster confirms with Intake to continue UR review
- Claims Adjuster submits RFA(s) to UR when the RFA does not meet guideline standards and/or Adjuster Authorization Criteria sheet

UR

- UR submits RFA(s) to a Physician Reviewer when the RFA does not meet guideline standards
- The review and decision to deny or modify a RFA must be conducted by a Physician Reviewer

Physician Reviewer

- The Physician Reviewer makes the UR determination

Tran-scription

- Transcription prepares all Physician Review dictations and drafts correspondence

UR

- UR proofreads all Physician Review determinations and prepares correspondence
- UR faxes/mails approval determinations to the provider, injured worker and applicant attorney, when applicable
- UR assigns a dairy to a claims assistant to create the IMR application and "How to Object" letter for all denial and modification determinations

UTILIZATION REVIEW WORKFLOW

EXPERT REVIEW

UR

- All Utilization Review is in accordance with CCR 9792.9.1, Utilization Review Standards - Timeframes, Procedures and Notice - On or After January 1, 2013

Intake

- Receipt of Request for Authorization (RFA) (Received by Email, Facsimile or U.S. Mail - Electronically Assigned to Claim File)
- Per Adjuster Authorization Criteria sheet, Intake confirms with Claims Adjuster to continue UR review
- RFA(s) are directly assigned to UR, when applicable

Claims Adjuster

- Per Adjuster Authorization Criteria sheet, Claims Adjuster confirms with Intake to continue UR review
- Claims Adjuster submits RFA(s) to UR when the RFA does not meet guideline standards and/or Adjuster Authorization Criteria sheet

UR

- UR submits RFA(s) to a Physician Reviewer when the RFA does not meet guideline standards
- The review and decision to deny or modify a RFA must be conducted by a Physician Reviewer

Physician Reviewer

- The Physician Reviewer makes the determination to elevate to Expert Review

Tran-scription

- Transcription prepares all Physician Review dictations and drafts correspondence

UR

- UR proofreads all Physician Review determinations and prepares correspondence
- UR faxes determinations to the provider, injured worker and applicant attorney, when applicable

Expert Reviewer

- The Expert Reviewer reviews the RFA and makes UR determinations

Tran-scription

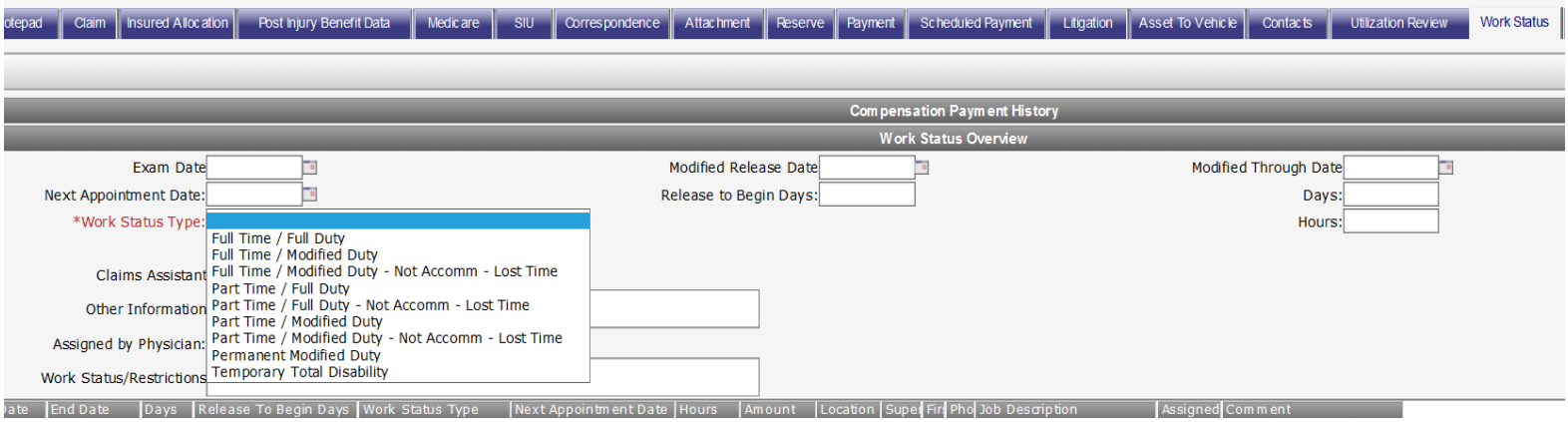
- Transcription prepares all Expert Review dictations and drafts correspondence

UR

- UR proofreads all Expert Review determinations and prepares correspondence
- UR faxes/mails approval determinations to the provider, injured worker and applicant attorney, when applicable
- UR assigns a dairy to a claims assistant to create the IMR application and "How to Object" letter for all denial and modification determinations

WORK STATUS TAB

SCREEN SHOT



Workers' Compensation Active Claims Listed by Allocation

Employee's Name Cause of Injury Description of Injury	Case No. Status	Claim Type Department	Injury Date Days Lost Closing Date			Paid this Period	Paid	Outstanding	Incurred	Recovery
Org1 Desc: Administrative Services										
	14-120112	Future Med-Lim	04/30/2014		**Medical**	0.00	2,339.88	2,160.12	4,500.00	0.00
Developed discomfort in the base of her left	Open	ADMSRV	0.00		**TD**	0.00	0.00	0.00	0.00	0.00
		160			**PD**	0.00	0.00	0.00	0.00	0.00
Left hand/fingers and Right hand					**Rehab**	0.00	0.00	0.00	0.00	0.00
					Other Indemnity	0.00	0.00	0.00	0.00	0.00
					Legal Expense	0.00	0.00	0.00	0.00	0.00
					Other Expense	0.00	195.78	389.22	585.00	0.00
					Total	0.00	2,535.66	2,549.34	5,085.00	0.00
			Org1 Desc	1	**Medical**	0.00	2,339.88	2,160.12	4,500.00	0.00
					TD	0.00	0.00	0.00	0.00	0.00
					PD	0.00	0.00	0.00	0.00	0.00
					Rehab	0.00	0.00	0.00	0.00	0.00
					Other Indemnity	0.00	0.00	0.00	0.00	0.00
					Legal Expense	0.00	0.00	0.00	0.00	0.00
					Other Expense	0.00	195.78	389.22	585.00	0.00
					Org1 Desc	0.00	2,535.66	2,549.34	5,085.00	0.00

Workers' Compensation Active Claims Listed by Allocation

Employee's Name Cause of Injury Description of Injury	Case No. Status	Claim Type Department	Injury Date Days Lost Closing Date			Paid this Period	Paid	Outstanding	Incurred	Recovery
	13-115343	Future Medical	02/10/2013		**Medical**	0.00	1,438.01	11,892.10	13,330.11	0.00
Developed severe pain in	Open	PUBSAF	3.00		**TD**	0.00	905.31	0.00	905.31	0.00
his right foot when walking		471			**PD**	0.00	1,381.85	0.00	1,381.85	0.00
Right Foot Pain					**Rehab**	0.00	0.00	0.00	0.00	0.00
					Other Indemnity	0.00	0.00	0.00	0.00	0.00
					Legal Expense	0.00	0.00	0.00	0.00	0.00
					Other Expense	0.00	414.63	1,100.00	1,514.63	0.00
					Total	0.00	4,139.80	12,992.10	17,131.90	0.00
	2008001048	Future Medical	09/25/2006		**Medical**	0.00	45,273.61	35,051.76	80,325.37	0.00
CONTINOUS TRAUMA TO	Open	PUBSAF	117.00		**TD**	0.00	32,336.97	0.00	32,336.97	0.00
NECK		471			**PD**	0.00	21,342.62	0.00	21,342.62	0.00
STRAIN DISC NECK					**Rehab**	0.00	0.00	0.00	0.00	0.00
					Other Indemnity	0.00	0.00	0.00	0.00	0.00
					Legal Expense	0.00	0.00	0.00	0.00	0.00
					Other Expense	0.00	121.59	7,128.41	7,250.00	0.00
					Total	0.00	99,074.79	42,180.17	141,254.96	0.00
			Org1 Desc	196	**Medical**	54,662.69	5,355,484.38	6,028,742.58	11,384,226.96	-12,500.00
					TD	52,037.44	3,817,187.62	358,027.23	4,175,214.85	-12,500.00
					PD	6,289.54	2,559,240.47	1,508,352.59	4,067,593.06	0.00
					Rehab	0.00	144,601.00	61,752.20	206,353.20	0.00
					Other Indemnity	10,351.21	436,632.69	499,336.95	935,969.64	-1,024,875.44
					Legal Expense	2,039.10	435,963.74	48,775.32	484,739.06	0.00
					Other Expense	7,411.88	292,394.04	798,209.34	1,090,603.38	-15,000.00
					Org1 Desc	132,791.86	13,041,503.94	9,303,196.21	22,344,700.15	-1,064,875.44
			Grand Total:	244	**Medical**	66,469.92	6,510,797.23	7,656,584.54	14,167,381.77	-20,000.00
					TD	74,718.64	4,381,846.79	535,402.19	4,917,248.98	-12,500.00
					PD	935.86	3,008,507.24	1,847,677.43	4,856,184.67	0.00
					Rehab	0.00	172,745.31	81,752.20	254,497.51	0.00
					Other Indemnity	10,351.21	485,862.51	518,936.20	1,004,798.71	-1,137,644.57
					Legal Expense	2,811.15	679,960.35	119,307.77	799,268.12	0.00
					Other Expense	16,199.60	498,626.92	1,024,196.14	1,522,823.06	-15,000.00
					Grand Total:	171,486.38	15,738,346.35	11,783,856.47	27,522,202.82	-1,185,144.57

Reserve Total

Processed	Claim Number	Claimant	Incident	Transaction Type	Reason	Examiner	Amount
Claim Number: 02IRV00684							
03/17/2015	02IRV00684		02/09/2002	Other Expense		Barrile, Ronece	5,767.88
03/25/2015	02IRV00684		02/09/2002	Permanent Disability		Barrile, Ronece	9,749.00
03/25/2015	02IRV00684		02/09/2002	Permanent Disability		Barrile, Ronece	-9,749.01
			Claim Number Total 3				**5,767.87**
Claim Number: 04IRV00895							
03/09/2015	04IRV00895		04/03/2004	Other Indemnity		Barrile, Ronece	750.00
			Claim Number Total 1				**750.00**
Claim Number: 05IRV01027							
03/26/2015	05IRV01027		03/01/2005	Medical	Auto	Cuevas, Diana	-58,000.00
03/26/2015	05IRV01027		03/01/2005	Other Expense	Auto	Cuevas, Diana	-5,959.29
03/26/2015	05IRV01027		03/01/2005	Rehab	Auto	Cuevas, Diana	-1,000.00
			Claim Number Total 3				**-64,959.29**
Claim Number: 06IRV01238							
03/12/2015	06IRV01238		11/16/2006	Medical	Auto	Barrile, Ronece	-6,163.68
03/12/2015	06IRV01238		11/16/2006	Other Expense	Auto	Barrile, Ronece	-1,246.40
			Claim Number Total 2				**-7,410.08**
Claim Number: 11-110195							
03/11/2015	11-110195		01/19/2011	Other Expense		Barrile, Ronece	-7,057.80
03/11/2015	11-110195		01/19/2011	Permanent Disability		Barrile, Ronece	-27,100.97
03/11/2015	11-110195		01/19/2011	Permanent Disability		Barrile, Ronece	457.17
03/11/2015	11-110195		01/19/2011	Rehab		Barrile, Ronece	-4,000.00
03/11/2015	11-110195		01/19/2011	Temporary Disability		Barrile, Ronece	-457.17
			Claim Number Total 5				**-38,158.77**
Claim Number: 11-110691							
03/30/2015	11-110691		03/25/2011	Medical	Auto	Cuevas, Diana	-9,304.84
03/30/2015	11-110691		03/25/2011	Other Expense	Auto	Cuevas, Diana	-1,860.00
			Claim Number Total 2				**-11,164.84**

Processed	Claim Number	Claimant	Incident	Transaction Type	Reason	Examiner	Amount
Claim Number: 9603140027							
03/31/2015	9603140027		10/24/1995	Medical		Barrile, Ronece	-104,417.36
03/31/2015	9603140027		10/24/1995	Other Expense		Barrile, Ronece	-11,996.15
03/31/2015	9603140027		10/24/1995	Other Indemnity		Barrile, Ronece	-129.94
03/31/2015	9603140027		10/24/1995	Permanent Disability		Barrile, Ronece	-88,550.00
			Claim Number Total 4				**-205,093.45**
			Grand Total 142				**-60,285.97**

Workers' Compensation Claims Voucher/Check Register

For Month Ending

Number	Date	Amount	Payee	Description	Claimant	Code	Claim Number
Payment Method Desc: Check							
74814	03/04/2015	330.08	Higuera, Ron J. D.C., M.S.	Chiropractic Treatment		PUBSAF	11-112189
74815	03/04/2015	168.00	Team Makena, LLC	Medical Appliance		PUBSAF	13-117025
74816	03/04/2015	119.12	National Ambulatory Hernia Ins	Medical Treatment		PUBSAF	14-121165
74817	03/04/2015	102.08	Ortho Med Group & ARC	Physical Therapy		PUBWRK	15-121376
74818	03/04/2015	102.08	Ortho Med Group & ARC	Physical Therapy		PUBWRK	15-121376
74819	03/04/2015	102.08	Ortho Med Group & ARC	Physical Therapy		PUBWRK	15-121376
74820	03/04/2015	81.97	Nicholas E Rose M.D	Medical Treatment		PUBSAF	14-117523
74821	03/04/2015	92.05	National Ambulatory Hernia Ins	Medical Treatment		PUBSAF	13-117103
74822	03/04/2015	123.37	Pacific Cardiovascular Association	Medical Treatment		PUBSAF	06IRV01207
74823	03/04/2015	751.98	Stone River Pharmacy Solutions **	Medical Prescription		PUBSAF	9503140060
74824	03/04/2015	104.21	California Rehabilitation & Sports	Physical Therapy		COMDEV	15-121330
74825	03/04/2015	163.31	Michael P. Weinstein M.D.	Medical Treatment		PUBSAF	06IRV01178
74826	03/04/2015	49.98	Sand Canyon Medical Group	Medical Treatment		PUBSAF	13-117422
74827	03/04/2015	73.91	Sand Canyon Urgent Care	Medical Treatment		COMSRV	15-121612
74828	03/04/2015	82.36	Sand Canyon Urgent Care	Medical Treatment		COMSRV	15-121557
74829	03/04/2015	283.67	Cindy I Chen Md Apc	Medical Treatment		PUBSAF	07IRV01299
74830	03/04/2015	93.77	California Rehabilitation & Sports	Physical Therapy		PUBSAF	14-120290
74831	03/04/2015	105.69	Align Networks, Inc.	Physical Therapy		PUBSAF	12-114633
74832	03/04/2015	125.26	Elite Orthopedics	Medical Treatment		PUBWRK	9303140078
74833	03/04/2015	8,642.87	Saddleback Memorial Medical Center *	Medical Treatment		PUBSAF	14-120344
74834	03/04/2015	90.12	ProCare Work Injury Center Irvine	Medical Treatment		PUBSAF	12-113561
74835	03/04/2015	69.02	Sand Canyon Medical Group	Medical Treatment		PUBSAF	14-120750
74836	03/04/2015	881.90	Newport Harbor Anesthesia Cons	Medical Treatment		PUBSAF	8403140001

Workers' Compensation Claims Voucher/Check Register

For Month Ending

Number	Date	Amount	Payee	Description	Claimant	Code	Claim Number
Payment	**36**	**-30,135.11**					
Payment Method Desc: Void							
75033	03/18/2015	-42.04	Stone River Pharmacy Solutions **	Medical Prescription		PUBSAF	13-116114
Payment	**1**	**-42.04**					
Grand Total:	**766**	**60,599.94**					

Claimant Name 12-114974

Status: Open
Type: Indemnity
Incident Date: 12/03/2012
Closed Date:
Opened Date: 12/28/2012
Denied Date:
Insured Reported Date: 12/21/2012
Deductible: 0.00
Insured:
Public Safety
Claimant:
SSN: XXX-XX-7262
Claimant Address
Sex: Female

Rancho Santa Margarita, CA 92688
Birth Date: 02/07/1978
Examiner: ·····
Hire Date: 12/30/2002
Weekly Wage: 1,658.00
Incident: During a simulation training, a tourniquet was applied to the left arm

Type:
Cause: Miscellaneous Strain
Body Part: Multiple Body Parts
Nature of Injury: Multi Physical Injuries

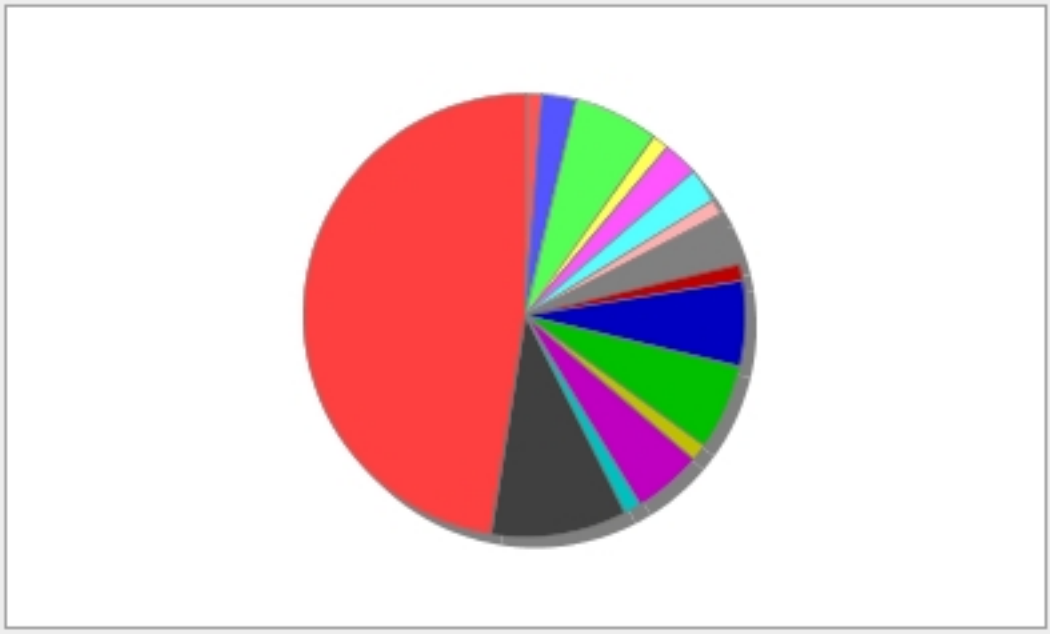
	Total Incurred	Payments	Outstanding	Recovery
Medical	81,095.47	20,915.15	60,180.32	0.00
TD	90,784.14	90,784.14	0.00	0.00
PD	42,000.00	11,922.29	30,077.71	0.00
Rehab	8,000.00	0.00	8,000.00	0.00
Other Indemnity	2,156.25	656.25	1,500.00	0.00
Legal	15,000.00	10,339.45	4,660.55	0.00
Other Expense	35,225.33	26,599.33	8,626.00	0.00
Total:	274,261.19	161,216.61	113,044.58	0.00

Claims by Nature of Injury

Nature of Injury	Frequency	%	Total Incurred	%	Average/Claim	%	Total Paid	%
All Other Cumulative Trauma	1	1	12,763	2	12,763	156	337	100
Cancer	2	2	28,285	4	14,142	173	0	0
Contusion	5	6	3,110	0	622	8	1,375	80
Dermatitis	1	1	145	0	145	2	145	8
Foreign Body	2	2	1,317	0	658	8	281	13
Fracture	2	2	19,000	3	9,500	116	12,878	86
Hearing Loss (Cumulative)	1	1	9,550	1	9,550	117	0	0
Hernia	3	4	71,900	11	23,967	293	9,854	40
Inflammation	1	1	174	0	174	2	174	1
Laceration	5	6	2,017	0	403	5	2,017	7
Miscellaneous	5	6	1,032	0	206	3	1,032	4
Multi Physical Injuries	1	1	4,200	1	4,200	51	311	1
Puncture	4	5	858	0	215	3	858	3
Respiratory Disorders	1	1	12,735	2	12,735	156	0	0
Sprain	8	10	89,889	14	11,236	137	8,609	23
Strain	38	48	397,836	61	10,469	128	120,550	76

Grand Total:	80	654,811	8,185	158,420

Claims By Nature Of Injury



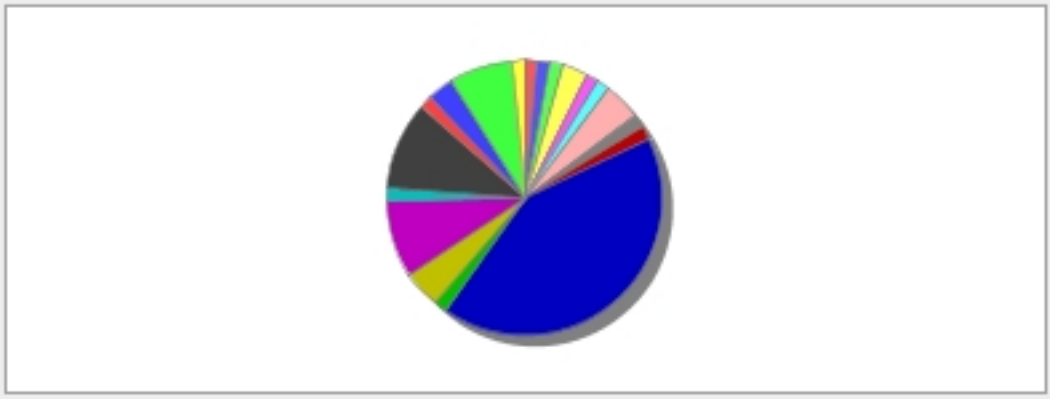
All Other Cumulative Trauma = 1 Cancer = 2 Contusion = 5
Dermatitis = 1 Foreign Body = 2 Fracture = 2
Hearing Loss (Cumulative) = 1 Hernia = 3 Inflammation = 1
Laceration = 5 Miscellaneous = 5 Multi Physical Injuries = 1
Puncture = 4 Respiratory Disorders = 1 Sprain = 8
Strain = 38

Claims by Claim Cause

Claim Cause	Frequency	%	Total Incurred	%	Average/Claim	%
Cut/Scraped by Broken Glass	1	1	37,469	3	37,469	198
Cut/Scraped by Other Object	1	1	143	0	143	1
Fall on Same Level	1	1	16,750	1	16,750	89
Fall on Stairs	2	3	1,959	0	979	5
Foreign Matter/Object in Eye	1	1	377	0	377	2
Hit by Falling/Flying Object	1	1	0	0	0	0
Hit/Injured by Animal/Insect	3	4	23,606	2	7,869	42
Holding or Carrying	1	1	9,000	1	9,000	48
Lifting	1	1	57,063	5	57,063	302
Miscellaneous Cause	28	42	848,061	67	30,288	160
Miscellaneous Exposure/Contact	1	1	430	0	430	2
Miscellaneous Fall or Slip	3	4	54,542	4	18,181	96
Miscellaneous Strain	6	9	61,517	5	10,253	54
Miscellaneous Vehicle Accident	1	1	2,944	0	2,944	16
Other Cumulative Trauma	7	10	110,382	9	15,769	83
Pushing or Pulling	1	1	1,772	0	1,772	9
Reaching	2	3	14,950	1	7,475	40
Repetitive Motion	5	7	15,286	1	3,057	16
Vehicle Upset	1	1	9,859	1	9,859	52

Grand Total:	67	1,266,110	18,897

Claims By Claim Cause



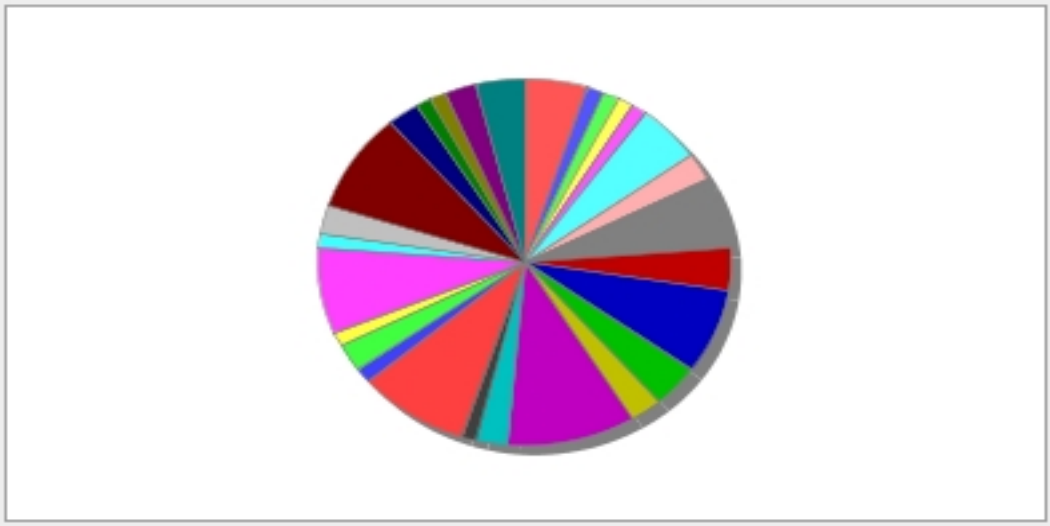
- Cut/Scraped by Broken Glass = 1
- Cut/Scraped by Other Object = 1
- Fall on Same Level = 1
- Fall on Stairs = 2
- Foreign Matter/Object in Eye = 1
- Hit by Falling/Flying Object = 1
- Hit/Injured by Animal/Insect = 3
- Holding or Carrying = 1
- Lifting = 1
- Miscellaneous Cause = 28
- Miscellaneous Exposure/Contact = 1
- Miscellaneous Fall or Slip = 3
- Miscellaneous Strain = 6
- Miscellaneous Vehicle Accident = 1
- Other Cumulative Trauma = 7
- Pushing or Pulling = 1
- Reaching = 2
- Repetitive Motion = 5
- Vehicle Upset = 1

Claims by Body Part

Body Part	Frequency	%	Total Incurred	%	Average/Claim	%
Abdomen/Groin	4	5	72,427	11	18,107	221
Ankle	1	1	915	0	915	11
Buttock(s)	1	1	198	0	198	2
Chest (Ribs/Sternum/Other)	1	1	280	0	280	3
Ear(s)	1	1	9,550	1	9,550	117
Elbow	4	5	7,208	1	1,802	22
Eye(s)	2	2	1,317	0	658	8
Facial Soft Tissue	5	6	41,556	6	8,311	102
Finger(s)	3	4	921	0	307	4
Foot	6	8	22,054	3	3,676	45
Hand	3	4	462	0	154	2
Head Injury	2	2	1,345	0	673	8
Knee	8	10	98,508	15	12,313	150
Lower Arm	2	2	4,436	1	2,218	27
Lower Leg	1	1	145	0	145	2
Lumbar/Sacral Vertebrae	7	9	197,357	30	28,194	344
Lung(s)	1	1	12,735	2	12,735	156
Miscellaneous	2	2	761	0	381	5
Mouth	1	1	0	0	0	0
Multiple Body Parts	6	8	53,555	8	8,926	109
Multiple Trunk	1	1	11,215	2	11,215	137
Neck	2	2	2,589	0	1,294	16
Shoulder(s)	7	9	28,002	4	4,000	49
Thoracic and Lumbar	2	2	1,101	0	551	7
Thumb	1	1	95	0	95	1
Upper Arm/Clavicle/Scapula	1	1	81,435	12	81,435	995
Upper Leg	2	2	476	0	238	3
Wrist	3	4	4,167	1	1,389	17

Grand Total:	80	654,811	8,185

Claims By Body Part



Abdomen/Groin = 4 Ankle = 1 Buttock(s) = 1
Chest (Ribs/Sternum/Other) = 1 Ear(s) = 1 Elbow = 4
Eye(s) = 2 Facial Soft Tissue = 5 Finger(s) = 3 Foot = 6
Hand = 3 Head Injury = 2 Knee = 8 Lower Arm = 2
Lower Leg = 1 Lumbar/Sacral Vertebrae = 7 Lung(s) = 1
Miscellaneous = 2 Mouth = 1 Multiple Body Parts = 6
Multiple Trunk = 1 Neck = 2 Shoulder(s) = 7
Thoracic and Lumbar = 2 Thumb = 1
Upper Arm/Clavicle/Scapula = 1 Upper Leg = 2 Wrist = 3

Workers' Compensation Claims Closed this Month

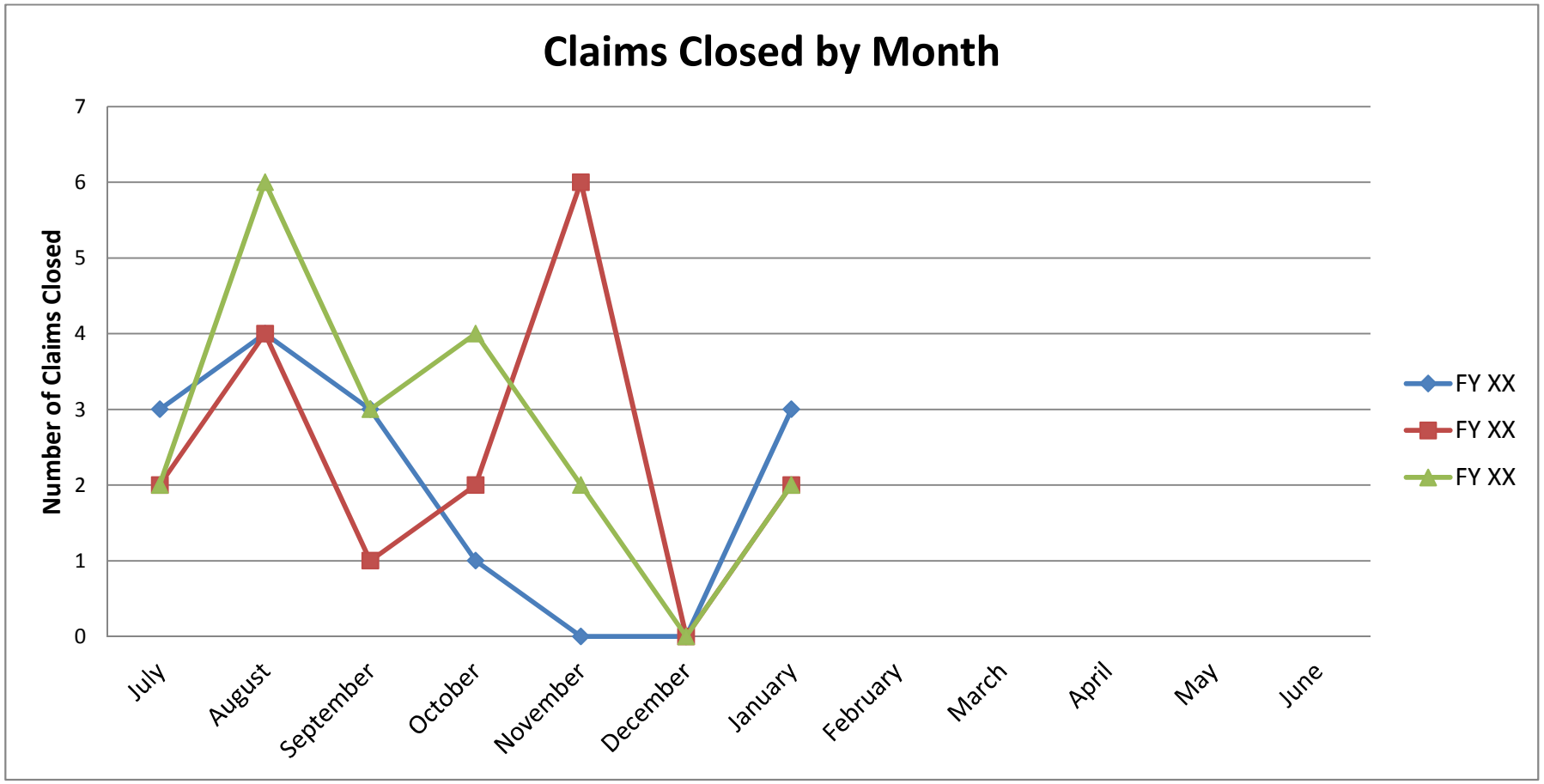
For Month Ending

Employee's Name Cause of Injury Description of Injury	Case No. Status	Department Claim Type	Injury Date Closing Date Days Lost		Paid this Period	Paid	Outstanding	Incurred	Recovery
	14-119454	PUBSAF	05/25/2014	**Medical**	0.00	2,307.97	0.00	2,307.97	0.00
He rolled his ankle on uneven	Closed	411	03/23/2015	**TD**	0.00	9,023.68	0.00	9,023.68	0.00
ground when jumping over a		Indemnity	44.00	**PD**	0.00	0.00	0.00	0.00	0.00
fence				**Rehab**	0.00	0.00	0.00	0.00	0.00
Right ankle fracture				**Other Indemnity**	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	158.97	0.00	158.97	0.00
				Total	0.00	11,490.62	0.00	11,490.62	0.00
	14-120530	PUBSAF	06/09/2014	**Medical**	0.00	1,619.67	0.00	1,619.67	0.00
Stepped on curb and right	Closed	471	03/12/2015	**TD**	0.00	0.00	0.00	0.00	0.00
ankle rolled off curb while		Medical Only	0.00	**PD**	0.00	0.00	0.00	0.00	0.00
walking back to police				**Rehab**	0.00	0.00	0.00	0.00	0.00
Right ankle / Right foot strain				**Other Indemnity**	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	143.89	0.00	143.89	0.00
				Total	0.00	1,763.56	0.00	1,763.56	0.00
	06IRV01238	PUBSAF	11/16/2006	**Medical**	0.00	452.59	0.00	452.59	0.00
Continuous trauma; routine	Closed		03/12/2015	**TD**	0.00	0.00	0.00	0.00	0.00
police duties contact with		Future Medical	0.00	**PD**	0.00	0.00	0.00	0.00	0.00
numerous people on course of				**Rehab**	0.00	0.00	0.00	0.00	0.00
TB Exposure				**Other Indemnity**	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	9.00	0.00	9.00	0.00
				Total	0.00	461.59	0.00	461.59	0.00
	11-110691	PUBSAF	03/25/2011	**Medical**	0.00	695.16	0.00	695.16	0.00
Exposure to sun when	Closed	481	03/30/2015	**TD**	0.00	563.84	0.00	563.84	0.00
responding to outdoor calls for		Future Medical	4.00	**PD**	0.00	0.00	0.00	0.00	0.00
service.				**Rehab**	0.00	0.00	0.00	0.00	0.00
Skin Cancer				**Other Indemnity**	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	344.65	0.00	344.65	0.00
				Total	0.00	1,603.65	0.00	1,603.65	0.00
	2009105552	PUBSAF	06/05/2009	**Medical**	0.00	18,524.09	0.00	18,524.09	0.00
(CONTINUOUS TRAUMA)	Closed	420	03/12/2015	**TD**	0.00	10,022.42	0.00	10,022.42	0.00
Routine police duties, i.e.,		Future Medical	42.00	**PD**	0.00	1,380.00	0.00	1,380.00	0.00
getting in and out of patrol car,				**Rehab**	0.00	0.00	0.00	0.00	0.00
Bilateral Shoulder Strain /				**Other Indemnity**	0.00	0.00	0.00	0.00	0.00
Right Knee Strain				**Legal Expenses**	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	195.54	0.00	195.54	0.00
				Total	0.00	30,122.05	0.00	30,122.05	0.00

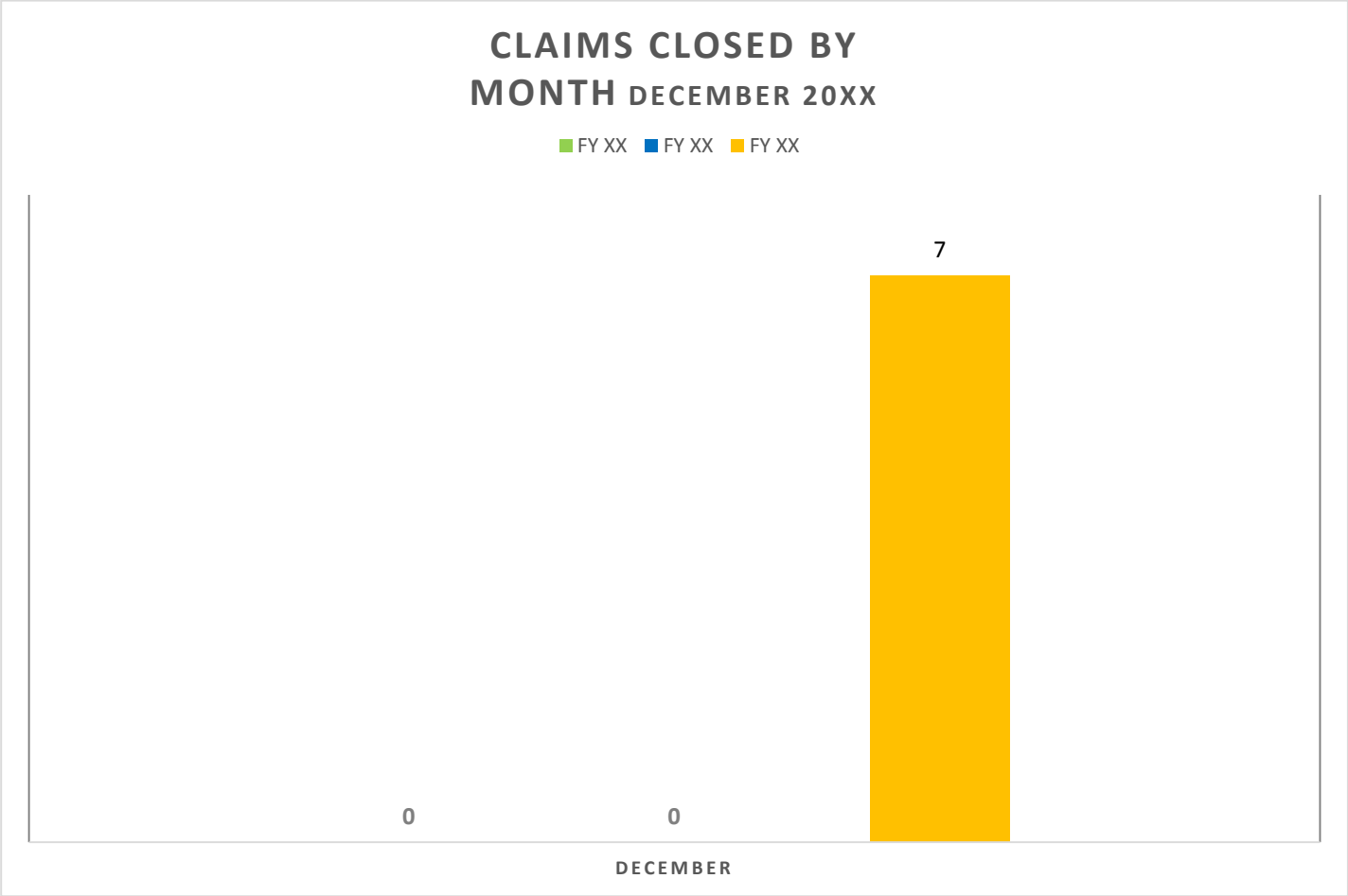
Workers' Compensation Claims Closed this Month

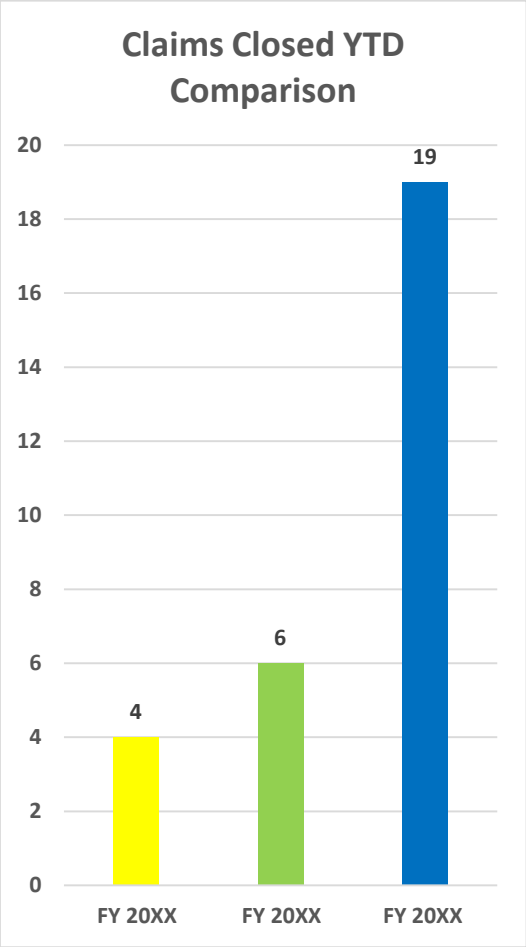
For Month Ending

Employee's Name Cause of Injury Description of Injury	Case No. Status	Department Claim Type	Injury Date Closing Date Days Lost		Paid this Period	Paid	Outstanding	Incurred	Recovery
	05IRV01027	PUBSAF	03/01/2005	**Medical**	0.00	54,248.25	0.00	54,248.25	0.00
Strained low back, CT.	Closed		03/26/2015	**TD**	0.00	39,137.42	0.00	39,137.42	0.00
wearing gunbelt, sitting in car,		Future Medical	0.00	**PD**	0.00	19,806.29	0.00	19,806.29	0.00
twisting in car to use				**Rehab**	0.00	420.00	0.00	420.00	0.00
Lower Back				**Other Indemnity**	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	36.00	0.00	36.00	0.00
				Total	0.00	113,647.96	0.00	113,647.96	0.00
	14-121095	PUBSAF	10/07/2014	**Medical**	0.00	952.51	0.00	952.51	0.00
Developed pain in his right foot	Closed	471	03/18/2015	**TD**	0.00	0.00	0.00	0.00	0.00
after participating in block		Indemnity	0.00	**PD**	0.00	0.00	0.00	0.00	0.00
training / baton use				**Rehab**	0.00	0.00	0.00	0.00	0.00
Right foot pain/plantar fascitis				**Other Indemnity**	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	191.47	0.00	191.47	0.00
				Total	0.00	1,143.98	0.00	1,143.98	0.00
	14-121165	PUBSAF	11/20/2014	**Medical**	119.12	491.16	0.00	491.16	0.00
Strained his lower abdominal	Closed	411	03/18/2015	**TD**	0.00	0.00	0.00	0.00	0.00
area while participating in		Medical Only	0.00	**PD**	0.00	0.00	0.00	0.00	0.00
physical training at the police				**Rehab**	0.00	0.00	0.00	0.00	0.00
Lower abdomen / groin strain				**Other Indemnity**	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	10.25	36.08	0.00	36.08	0.00
				Total	129.37	527.24	0.00	527.24	0.00
			Grand Total: 18	**Medical**	1,552.81	89,732.90	0.00	89,732.90	0.00
				TD	0.00	66,841.79	0.00	66,841.79	0.00
				PD	0.00	21,186.29	0.00	21,186.29	0.00
				Rehab	0.00	420.00	0.00	420.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	148.09	3,404.18	0.00	3,404.18	0.00
				Grand Total:	1,700.90	181,585.16	0.00	181,585.16	0.00



Measures the total number of claims that are closed in a month period. Ideally, we want to close more claims than are opened in a month. Closing the claims is an important factor in mitigating the overall cost of claims. The higher the number, the better.





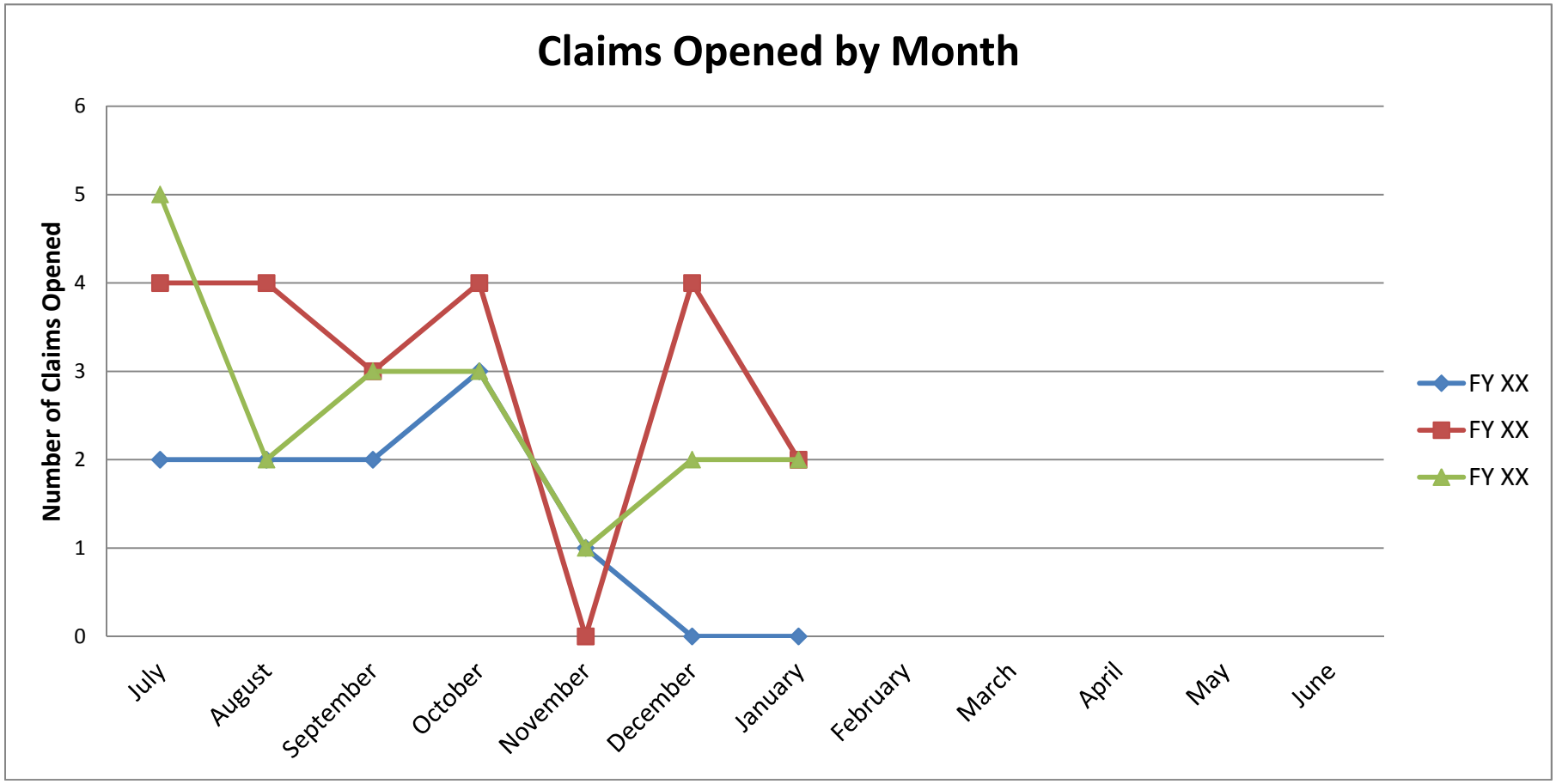
Measures the total number of claims that are closed in a month period. Ideally, we want to close more claims than are opened in a month. Closing the claims is an important factor in mitigating the overall cost of claims. The higher the number the better.

Workers' Compensation Claims Opened this Month

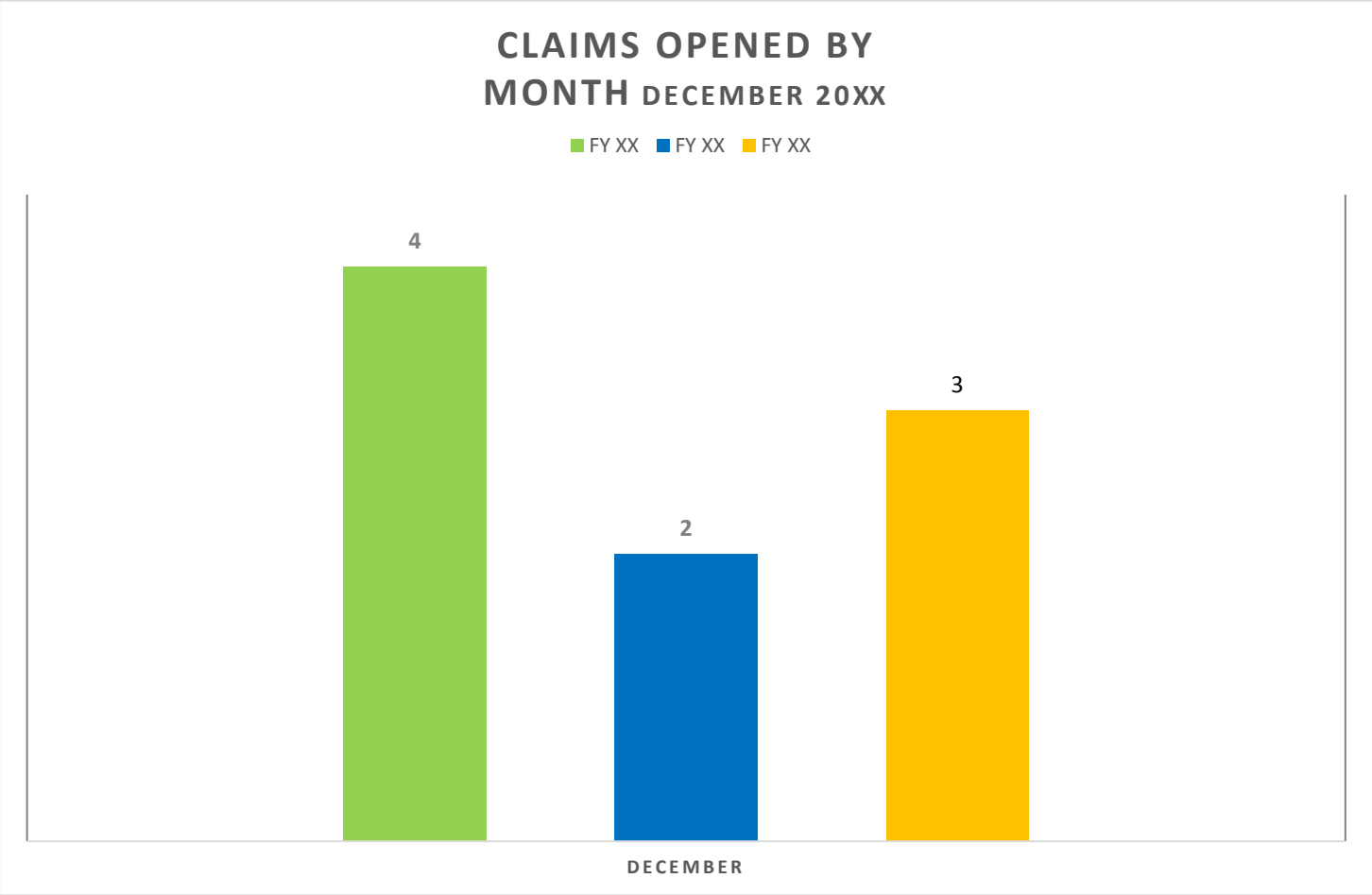
Employee's Name Cause of Injury Description of Injury	Case No. Status	Claim Type Department	Injury Date Days Lost		Paid this Period	Paid	Outstanding	Incurred	Recovery
	15-122031	Indemnity	03/12/2015	**Medical**	0.00	0.00	10,000.00	10,000.00	0.00
Developed a hernia after his	Open	PUBSAF	0.00	**TD**	0.00	0.00	11,006.40	11,006.40	0.00
motorcycle struck a curb and		471		**PD**	0.00	0.00	0.00	0.00	0.00
Left Abdominal hernia				**Rehab**	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	0.00	1,150.00	1,150.00	0.00
				Total	0.00	0.00	22,156.40	22,156.40	0.00
	15-122032	Medical Only	03/19/2015	**Medical**	0.00	0.00	2,100.00	2,100.00	0.00
While struggling with a	Open	PUBSAF	0.00	**TD**	0.00	0.00	0.00	0.00	0.00
combative mental health		411		**PD**	0.00	0.00	0.00	0.00	0.00
Left shoulder strain				**Rehab**	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	0.00	190.00	190.00	0.00
				Total	0.00	0.00	2,290.00	2,290.00	0.00
	15-122008	Medical Only	03/20/2015	**Medical**	0.00	0.00	2,500.00	2,500.00	0.00
Sustained injury to his right	Open	PUBWRK	0.00	**TD**	0.00	0.00	0.00	0.00	0.00
wrist while digging post holes		551		**PD**	0.00	0.00	0.00	0.00	0.00
Right wrist sprain				**Rehab**	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	0.00	225.00	225.00	0.00
				Total	0.00	0.00	2,725.00	2,725.00	0.00
	15-121893	Indemnity	03/09/2015	**Medical**	0.00	0.00	10,000.00	10,000.00	0.00
Exposure to sun during the	Open	PUBSAF	0.00	**TD**	0.00	0.00	9,500.00	9,500.00	0.00
course of work caused her to		411		**PD**	0.00	0.00	0.00	0.00	0.00
Left ear skin cancer				**Rehab**	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	0.00	1,350.00	1,350.00	0.00
				Total	0.00	0.00	20,850.00	20,850.00	0.00
	15-121829	Medical Only	02/15/2015	**Medical**	83.26	83.26	0.00	83.26	0.00
EE was reaching for keys	Closed	PUBSAF	0.00	**TD**	0.00	0.00	0.00	0.00	0.00
when his left thumb hit a		411		**PD**	0.00	0.00	0.00	0.00	0.00
Left Thumb Puncture Wound				**Rehab**	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	11.94	11.94	0.00	11.94	0.00
				Total	95.20	95.20	0.00	95.20	0.00

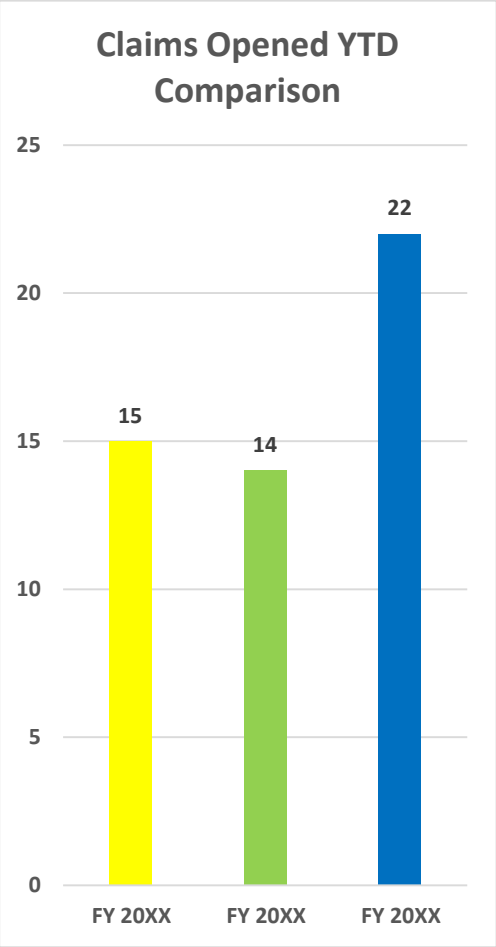
Workers' Compensation Claims Opened this Month

Employee's Name Cause of Injury Description of Injury	Case No. Status	Claim Type Department	Injury Date Days Lost		Paid this Period	Paid	Outstanding	Incurred	Recovery
	15-121948	Medical Only	03/12/2015	**Medical**	0.00	0.00	950.00	950.00	0.00
While cleaning the range area	Open	PUBSAF	0.00	**TD**	0.00	0.00	0.00	0.00	0.00
/ walking in the parking lot on a		411		**PD**	0.00	0.00	0.00	0.00	0.00
Left eye irritation				**Rehab**	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	0.00	86.00	86.00	0.00
				Total	0.00	0.00	1,036.00	1,036.00	0.00
	15-121993	Indemnity	12/12/2014	**Medical**	0.00	0.00	1,500.00	1,500.00	0.00
EE injured her left knee while	Open	PUBSAF	0.00	**TD**	0.00	0.00	0.00	0.00	0.00
walking and then colliding with		423		**PD**	0.00	0.00	0.00	0.00	0.00
Left knee contusion				**Rehab**	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	0.00	0.00	235.00	235.00	0.00
				Total	0.00	0.00	1,735.00	1,735.00	0.00
			Grand Total: 7	**Medical**	83.26	83.26	27,050.00	27,133.26	0.00
				TD	0.00	0.00	20,506.40	20,506.40	0.00
				PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expenses	0.00	0.00	0.00	0.00	0.00
				Other Expenses	11.94	11.94	3,236.00	3,247.94	
				Grand Total:	95.20	95.20	50,792.40	50,887.60	0.00



Measures the total number of new claims filed in a month. This number includes claims that have been or may be denied. This number may reflect unsafe work practices or morale problems. Typically the cost associated with these claims become most prevalent two years later. The lower the number the better.





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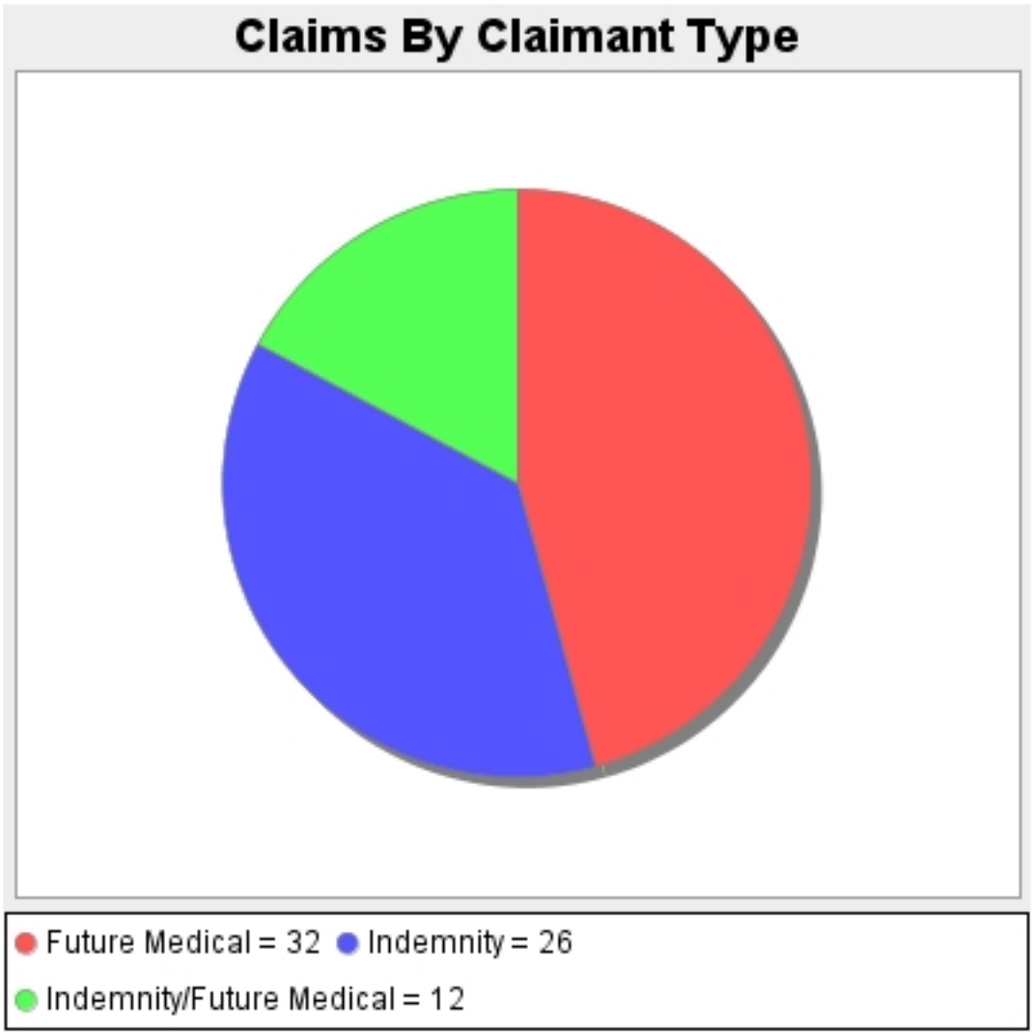
Claim Lag Time

Claim Number	Claimant	Incident Date	Insured Reported	Days between Incident/Reported	Adjusting Loc. Received	Days between Reported/Received	Days between Incident/Received
15-121829		02/15/2015	02/20/2015	5	03/03/2015	11	16
15-121893		03/09/2015	03/09/2015	0	03/09/2015	0	0
15-121948		03/12/2015	03/12/2015	0	03/16/2015	4	4
15-121993		12/12/2014	03/19/2015	97	03/23/2015	4	101
15-122008		03/20/2015	03/20/2015	0	03/24/2015	4	4
15-122031		03/12/2015	03/27/2015	15	03/27/2015	0	15
15-122032		03/19/2015	03/26/2015	7	03/27/2015	1	8
	Grand Total: 7		Median Lag Time:	5.00		4.00	8.00
			Average Lag Time:	17.71		3.43	21.14

Litigated Claims by Claimant Type

Claimant Type	Open Count	Closed Count	Frequency	%	Total Incurred	%	Average/Claim	%
Future Medical	32	0	32	46	5,585,257	34	174,539	74
Indemnity	26	0	26	37	5,117,056	31	196,810	83
Indemnity/Future Medical	12	0	12	17	5,883,500	35	490,292	207
		Grand Total:	70		16,585,813		236,940	



Work Status

Claim Number	Claimant	Injury Date	Exam Date	Next Appointment Date	Work Status	Accepted Delayed Denied	Work Status/Restrictions
11-110678		03/12/2011	12/29/2014	03/22/2015	Temporary Total Disability	Y N N	TTD
14-119529		06/03/2014	01/27/2015	03/10/2015	Full Time / Modified Duty	N N N	No squatting/kneeling; No climbing ladders greater than 6 feet
14-119538		03/31/2014	01/19/2015	03/12/2015	Part Time / Modified Duty	N N N	continue working 4 hours per day
14-120344		08/07/2014	03/03/2015	03/31/2015	Full Time / Modified Duty	Y N N	40 hours per week; limited pushing, pulling reaching and overhead use
14-120784		10/15/2014	02/13/2015	03/09/2015	Full Time / Modified Duty	N N N	No heavy lifting greater than 25 lbs.; No repetitive lifting greater than 15 lbs.
14-120940		10/30/2014	01/22/2015	03/19/2015	Full Time / Modified Duty	N N N	No repetitive reaching, pushing, and pulling. Restricted to desk-type work and/or detective-type work; she should not be out in the field interacting with suspects where she may have to do takedowns, etc.
14-121112		11/30/2014	01/05/2015	03/04/2015	Full Time / Modified Duty	Y N N	NO FORCEFUL OR REP PUSH/PULLING WITH RIGHT HAND; NO LIFTING/PULLING/PUSHING OVER 10 LBS
15-121893		03/09/2015	03/10/2015	03/23/2015	Full Time / Modified Duty	N N N	
15-121993		12/12/2014	02/27/2015	03/27/2015	Full Time / Modified Duty	N Y N	Limited kneeling
15-122008		03/20/2015	03/20/2015	03/27/2015	Part Time / Modified Duty	Y N N	Must use splint or brace, no use of right hand.

Grand Total: 11

Claims Settled Last Month

Claimant	Claim Number	Injury - Date	Claim Type	Litigated	Examiner	Settle - Date	Settlement Type	Settlement Amount
	12-113827	06/28/2012	Future Medical	N	RBARRILE	03/06/2015	Stipulated Award	0.00

Workers' Compensation Claims Summary by Year

For Month Ending

Policy Period by Date of Injury	Open	Total Claims	Days Lost	Paid This Period	Incurred This Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
1965-1966	0	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1975-1976	0	1	0.00	0.00	0.00	2,090.75	0.00	2,090.75	0.00	2,090.75
1976-1977	0	1	0.00	0.00	0.00	14,876.35	0.00	14,876.35	0.00	14,876.35
1977-1978	0	4	0.00	0.00	0.00	38,799.00	0.00	38,799.00	0.00	38,799.00
1978-1979	0	11	0.00	0.00	0.00	76,978.34	0.00	76,978.34	0.00	76,978.34
1979-1980	0	71	0.00	0.00	0.00	49,930.23	0.00	49,930.23	0.00	49,930.23
1980-1981	0	83	0.00	0.00	0.00	59,062.56	0.00	59,062.56	0.00	59,062.56
1981-1982	0	86	0.00	0.00	0.00	267,454.57	0.00	267,454.57	129,444.76	138,009.81
1982-1983	0	85	0.00	0.00	0.00	470,412.11	0.00	470,412.11	54,895.72	415,516.39
1983-1984	1	76	0.00	0.00	0.00	407,527.67	24,733.32	432,260.99	0.00	432,260.99
1984-1985	0	81	0.00	0.00	0.00	85,430.78	0.00	85,430.78	0.00	85,430.78
1985-1986	0	99	0.00	0.00	0.00	316,736.66	0.00	316,736.66	0.00	316,736.66
1986-1987	0	117	0.00	0.00	0.00	479,259.74	0.00	479,259.74	0.00	479,259.74
1987-1988	0	90	0.00	0.00	0.00	274,088.14	0.00	274,088.14	0.00	274,088.14
1988-1989	0	135	0.00	0.00	0.00	394,446.77	0.00	394,446.77	0.00	394,446.77
1989-1990	1	115	0.00	102.01	0.00	698,313.80	103,577.75	801,891.55	210.00	801,681.55
1990-1991	2	120	0.00	0.00	0.00	1,298,327.03	123,252.72	1,421,579.75	0.00	1,421,579.75
1991-1992	1	108	0.00	230.82	0.00	740,442.90	12,122.18	752,565.08	0.00	752,565.08
1992-1993	2	159	0.00	378.54	0.00	1,010,352.31	98,804.44	1,109,156.75	0.00	1,109,156.75
1993-1994	1	141	0.00	0.00	0.00	1,082,444.32	91,424.43	1,173,868.75	37,132.79	1,136,735.96
1994-1995	3	124	0.00	2,074.48	0.00	1,073,590.83	170,078.06	1,243,668.89	97,654.52	1,146,014.37
1995-1996	3	105	1498.00	2,462.06	-205,093.45	1,846,429.19	182,414.93	2,028,844.12	170,769.13	1,858,074.99
1996-1997	0	118	0.00	0.00	0.00	582,548.68	0.00	582,548.68	14,370.10	568,178.58
1997-1998	4	112	0.00	18.00	0.00	1,053,564.84	289,142.08	1,342,706.92	3,000.00	1,339,706.92

Workers' Compensation Claims Summary by Year

For Month Ending

Policy Period by Date of Injury	Open	Total Claims	Days Lost	Paid This Period	Incurred This Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
1998-1999	2	123	0.00	0.00	0.00	1,182,484.06	72,249.67	1,254,733.73	16,500.00	1,238,233.73
1999-2000	3	106	0.00	0.00	0.00	1,943,619.07	75,846.55	2,019,465.62	84,632.72	1,934,832.90
2000-2001	8	110	419.00	2,216.45	0.00	2,540,887.38	821,560.28	3,362,447.66	195,693.10	3,166,754.56
2001-2002	9	121	10.00	1,930.14	5,767.87	2,270,590.18	666,566.48	2,937,156.66	15,000.00	2,922,156.66
2002-2003	9	117	2882.00	848.01	0.00	1,537,003.04	557,801.03	2,094,804.07	23,643.00	2,071,161.07
2003-2004	5	132	412.00	3,975.29	750.00	1,323,512.19	244,294.66	1,567,806.85	18,146.75	1,549,660.10
2004-2005	7	128	620.00	4,039.84	-64,959.29	2,602,584.01	1,254,260.33	3,856,844.34	584,164.00	3,272,680.34
2005-2006	11	130	1093.00	3,015.26	0.00	1,902,690.49	641,943.25	2,544,633.74	39,545.22	2,505,088.52
2006-2007	8	121	2009.00	1,210.54	-7,410.08	1,260,739.15	238,993.83	1,499,732.98	6,716.04	1,493,016.94
2007-2008	5	118	1867.00	34.25	-100.00	877,640.41	143,009.65	1,020,650.06	1,194.34	1,019,455.72
2008-2009	10	135	4125.00	5,519.15	-18,387.14	2,390,267.05	1,188,804.22	3,579,071.27	187,328.09	3,391,743.18
2009-2010	14	108	2558.00	5,320.26	0.00	1,505,808.30	789,623.48	2,295,431.78	1,844.10	2,293,587.68
2010/2011	17	113	3190.00	17,747.45	-49,323.61	1,446,772.17	573,167.48	2,019,939.65	50,717.86	1,969,221.79
2011/2012	22	115	1866.00	23,030.56	6,000.13	1,249,010.86	1,019,303.82	2,268,314.68	1,858.23	2,266,456.45
2012/2013	26	111	2455.00	13,295.06	5,174.53	1,030,373.67	1,043,377.25	2,073,750.92	2,190.65	2,071,560.27
2013/2014	35	142	2153.00	37,601.33	15,198.37	987,335.96	860,877.02	1,848,212.98	0.00	1,848,212.98
2014/2015	35	80	248.00	49,237.36	252,096.70	158,420.27	496,390.80	654,811.07	0.00	654,811.07
Grand Total:	244	4053		174,286.86	-60,285.97	38,532,845.83	11,783,619.71	50,316,465.54	1,736,651.12	48,579,814.42

Workers' Compensation Claims Transaction Report

For Month Ending

Number	Date	Amount	Payee	From	Thru	Claimant	Code	Claim Number
Payment Transaction Desc: Chiropractic Treatment								
74840	03/04/2015	165.66	Ideal Chiropractic	01/29/2015	02/12/2015		PUBSAF	03IRV00765
74814	03/04/2015	330.08	Higuera, Ron J. D.C., M.S.	01/28/2015	02/06/2015		PUBSAF	11-112189
74866	03/11/2015	172.30	Higuera, Ron J. D.C., M.S.	02/11/2015	02/11/2015		PUBSAF	11-112189
75020	03/18/2015	150.80	Higuera, Ron J. D.C., M.S.	02/18/2015	02/20/2015		PUBSAF	11-112189
75073	03/25/2015	138.63	Higuera, Ron J. D.C., M.S.	02/20/2015	02/25/2015		PUBSAF	11-112189
Payment	**5**	**957.47**						
Payment Transaction Desc: Court Reporter Expense								
75132	03/25/2015	508.90	Peranich Reporting	11/21/2014	11/21/2014		COMSRV	01IRV00531
75130	03/25/2015	958.75	BARRETT REPORTING INC	02/13/2015	02/13/2015		PUBSAF	04IRV00895
Payment	**2**	**1,467.65**						
Payment Transaction Desc: Medical Appliance								
74815	03/04/2015	168.00	Team Makena, LLC	01/09/2015	01/09/2015		PUBSAF	13-117025
74978	03/18/2015	83.95	Recovery Medical Services, LLC	02/20/2015	02/20/2015		PUBSAF	14-117491
75086	03/25/2015	131.16	Team Makena, LLC	02/23/2015	02/23/2015		PUBWRK	14-119045
75084	03/25/2015	145.86	South Coast Medical	02/27/2015	02/27/2015		COMSRV	9303140150
75087	03/25/2015	150.00	A+ Medical Supplies	02/23/2015	02/23/2015		PUBSAF	14-117468
75062	03/25/2015	400.00	Advanced Hearing Services	03/10/2015	03/10/2015		PUBSAF	9603140097
Payment	**6**	**1,078.97**						
Payment Transaction Desc: Medical Case Management								
74852	03/04/2015	1,881.00	Comp Nurse Solutions	01/12/2015	02/20/2015		PUBSAF	14-119538
75047	03/18/2015	671.00	CNS LLC	02/07/2015	03/04/2015		PUBWRK	13-116144
75138	03/25/2015	836.00	CNS LLC	01/10/2015	03/13/2015		PUBWRK	14-119045
Payment	**3**	**3,388.00**						

Workers' Compensation Claims Transaction Report

For Month Ending

Number	Date	Amount	Payee	From	Thru	Claimant	Code	Claim Number
75121	03/25/2015	104.21	Prosport Physical Therapy RSM	02/27/2015	02/27/2015		PUBSAF	2009105542
75114	03/25/2015	107.25	The Kinetic Chain Physical Therapy	02/24/2015	02/24/2015		PUBSAF	14-120344
75112	03/25/2015	184.20	Gateway Rehab and Wellness	02/25/2015	02/27/2015		PUBSAF	14-120865
75113	03/25/2015	219.27	The Kinetic Chain Physical Therapy	02/26/2015	03/03/2015		PUBSAF	14-120344
75115	03/25/2015	303.68	Gateway Rehab and Wellness	02/13/2015	02/19/2015		PUBSAF	14-120865
75116	03/25/2015	624.83	ACIC Physical Therapy	01/07/2015	01/29/2015		PUBSAF	14-117491
75068	03/25/2015	104.21	Prosport Physical Therapy RSM	02/20/2015	02/20/2015		PUBSAF	14-120940
75069	03/25/2015	104.21	Prosport Physical Therapy RSM	02/18/2015	02/18/2015		PUBSAF	14-120940
75070	03/25/2015	104.21	Prosport Physical Therapy RSM	02/11/2015	02/11/2015		PUBSAF	14-120940
75071	03/25/2015	104.21	Prosport Physical Therapy RSM	02/26/2015	02/26/2015		PUBSAF	14-121237
75072	03/25/2015	105.69	Fairbanks Power Physical Therapy	02/23/2015	02/23/2015		PUBSAF	8403140001
75067	03/25/2015	110.29	California Rehabilitation & Sports	03/02/2015	03/02/2015		COMDEV	15-121330
75083	03/25/2015	242.68	MSC Group, Inc	01/05/2015	01/05/2015		PUBSAF	2009105542
Payment	**60**	**8,219.82**						
Grand Total:	**257**	**68,369.03**						

Client Name
Bank Name

Bank Statement Balance:	**$180,273.84**
Less: Outstanding Checks:	($21,373.82)
Reconciled Bank Balance:	**$158,900.02**
Less: Bank Adjustments & Errors	$0.00
Adjusted Checkbook Balance:	**$158,900.02**
Difference	$0.00
Bank Adjustment & Error Detail:	$0.00
Minimum Trust Amount:	$0.00
Reconciled Bank Balance:	$0.00
Funding Amount Needed:	**$0.00**
Prior Month Funds Request Balance:	$0.00
Disbursements Made This Period:	$0.00
Less: Voids	$0.00
Less: Interest Paid	$0.00
Less: Credits Received This Period:	$0.00
Funding Amount Due:	$0.00

CHECK RECONCILIATION REPORT

Check Date	Check Number	Payee	Check Amount	Cleared Amount	Outstanding Check Amount
12/19/14	19497	Hooman Rastegar, M.D.	$146.91	$0.00	$146.91
01/05/15	19585	Peranich Reporting	$620.50	$0.00	$620.50
02/10/15	19807	MedReview Inc.	$41.02	$41.02	$0.00
02/11/15	19813	MedReview Inc.	$1,020.16	$1,020.16	$0.00
02/11/15	19814	MedReview Inc.	$146.34	$146.34	$0.00
02/12/15	19826	MedReview Inc.	$187.25	$187.25	$0.00
02/12/15	19827	MedReview Inc.	$60.00	$60.00	$0.00
02/12/15	19828	MedReview Inc.	$1,466.65	$1,466.65	$0.00
02/13/15	19838	Apex Healthcare Medical Center, Inc.	$219.59	$219.59	$0.00
02/13/15	19840	MedReview Inc.	$1,231.34	$1,231.34	$0.00
02/13/15	19841	MedReview Inc.	$69.06	$69.06	$0.00
02/13/15	19845	New Age Translations, Inc.	$177.00	$177.00	$0.00
02/17/15	19851	MedReview Inc.	$88.09	$88.09	$0.00
02/18/15	19869	Apex Healthcare Medical Center, Inc.	$162.44	$162.44	$0.00
02/18/15	19870	Apex Healthcare Medical Center, Inc.	$211.05	$211.05	$0.00
02/18/15	19871	Apex Healthcare Medical Center, Inc.	$116.49	$116.49	$0.00
02/18/15	19875	B. Richard Burke DPM *	$141.91	$141.91	$0.00
02/18/15	19877	MedReview Inc.	$2,745.34	$2,745.34	$0.00
02/18/15	19878	MedReview Inc.	$29.59	$29.59	$0.00
02/19/15	19885	Foundation Medical Group, Inc	$130.19	$130.19	$0.00
02/19/15	19886	Alliance Urgent Care	$72.24	$72.24	$0.00
02/19/15	19896	MedReview Inc.	$215.85	$215.85	$0.00
02/19/15	19897	MedReview Inc.	$110.81	$110.81	$0.00
02/19/15	19898	MedReview Inc.	$11.30	$11.30	$0.00
02/20/15	19901	University Spine and Orthopedics	$178.66	$178.66	$0.00
02/20/15	19903	San Bernardino Medical Orthopedic Group	$235.22	$235.22	$0.00
02/20/15	19904	MedReview Inc.	$636.44	$636.44	$0.00
02/23/15	19907	San Bernardino Medical Orthopedic Group	$211.42	$211.42	$0.00
02/23/15	19908	SOUTH COAST DME	$182.51	$182.51	$0.00
02/23/15	19909	Mh Express Pharmacy	$119.34	$119.34	$0.00
02/23/15	19911	MedReview Inc.	$288.62	$288.62	$0.00
02/23/15	19913	ISYS	$384.00	$384.00	$0.00
02/24/15	19914	EA Integrated Health Services	$96.90	$96.90	$0.00
02/24/15	19915	San Bernardino Medical Orthopedic Group	$11.91	$11.91	$0.00
02/24/15	19916	MedReview Inc.	$9.69	$9.69	$0.00
02/25/15	19917	John G. Ellis, M.D. Inc.	$162.44	$162.44	$0.00

CHECK RECONCILIATION REPORT

Check Date	Check Number	Payee	Check Amount	Cleared Amount	Outstanding Check Amount
03/26/15	20169	Walgreens	$16.57	$0.00	$16.57
03/26/15	20170	University Spine and Orthopedics	$546.88	$546.88	$0.00
03/26/15	20171	Physical Medicine Institute	$2,250.00	$0.00	$2,250.00
03/26/15	20172	Walgreens	$13.63	$0.00	$13.63
03/26/15	20173	MedReview Inc.	$1,031.55	$0.00	$1,031.55
03/26/15	20174	MedReview Inc.	$86.47	$0.00	$86.47
03/27/15	20177	Arrowhead Evaluation Services, Inc.	$5,000.00	$0.00	$5,000.00
03/27/15	20178	CompToday	$9.14	$0.00	$9.14
03/27/15	20179	CompToday	$8.74	$0.00	$8.74
03/27/15	20180	CompToday	$28.38	$0.00	$28.38
03/27/15	20181	Healthpointe Med Grp dba SCOSMC	$15.21	$0.00	$15.21
03/27/15	20182	Southern Calif Permanente Med Grp**	$144.94	$0.00	$144.94
03/27/15	20183	CA Emerg Phys Med Grp	$202.50	$0.00	$202.50
03/27/15	20184	Align Networks, Inc.	$129.41	$0.00	$129.41
03/27/15	20185	Align Networks, Inc.	$76.30	$0.00	$76.30
03/27/15	20186	Align Networks, Inc.	$674.20	$0.00	$674.20
03/27/15	20187	Fairbanks Power Physical Therapy	$112.11	$0.00	$112.11
03/27/15	20188	Fairbanks Power Physical Therapy	$112.11	$0.00	$112.11
03/27/15	20189	Align Networks, Inc.	$56.41	$0.00	$56.41
03/27/15	20190	Align Networks, Inc.	$399.25	$0.00	$399.25
03/27/15	20191	Southland Spine & Rehab Med Ctr	$39.18	$0.00	$39.18
03/27/15	20192	Fairbanks Power Physical Therapy	$296.67	$0.00	$296.67
03/27/15	20193	Align Networks, Inc.	$98.02	$0.00	$98.02
03/27/15	20194	MedReview Inc.	$755.88	$0.00	$755.88
03/27/15	20195	MedReview Inc.	$2,408.26	$0.00	$2,408.26
03/30/15	20196	CompToday	$19.70	$0.00	$19.70
03/30/15	20197	MedReview Inc.	$129.48	$0.00	$129.48
03/31/15	20199	Economy Transport LLC	$648.00	$0.00	$648.00
03/31/15	20200	KAISER FOUNDATION HOSPITAL	$487.53	$0.00	$487.53
03/31/15	20201	Southland Spine & Rehab Med Ctr	$152.13	$0.00	$152.13
03/31/15	20202	Healthpointe Med Grp dba SCOSMC	$1,898.43	$0.00	$1,898.43
03/31/15	20203	MedReview Inc.	$329.34	$0.00	$329.34
03/31/15	20204	MedReview Inc.	$998.44	$0.00	$998.44
		GRAND TOTALS:	**$127,757.43**	**$87,875.21**	**$39,882.22**

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name _____

City _____ *State* _____

Identify the person			***Describe the case***			***Classify the case*** *CHECK ONLY ONE box for each case based on the most serious outcome for that case:*				***Enter the number of days the injured or ill worker was:***		***Check the "Injury" column or choose one type of illness:***					
(A) **Case no.**	(B) **Employee's name**	(C) **Job title** *(e.g. Welder)*	(D) **Date of injury or onset of illness**	(E) **Where the event occurred** *(e.g. Loading dock north end)*	(F) **Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill** *(e.g. Second degree burns on right forearm from acetylene torch)*	***Death*** (G)	***Days away from work*** (H)	***Remained at Work*** ***Job Transfer or restriction*** (I)	***Remained at Work*** ***Other recordable cases*** (J)	***Away from work*** (K)	***On job transfer or restriction*** (L)	(M) *See The Legend Below* (1)	(2)	(3)	(4)	(5)	(6)
XXXXX	XXXXX	Police Department	03/12/2015	Other/unknown	Hernia Abdomen/Groin				x	0.00 days	0.00 days	x					
XXXXX	XXXXX	Police Department	03/19/2015	Other/unknown	Strain Shoulder(s)				x	0.00 days	0.00 days	x					
XXXXX	XXXXX	Public Works	03/20/2015	Other/unknown	Sprain Wrist			x		0.00 days	11.00 days	x					
XXXXX	XXXXX	Police Department	03/09/2015	Other/unknown	Cancer Facial Soft Tissue			x		0.00 days	13.00 days		x				
XXXXX	XXXXX	Police Department	02/15/2015	Other/unknown	Puncture Thumb				x	0.00 days	0.00 days	x					
XXXXX	XXXXX	Police Department	03/12/2015	FBI Range	Foreign Body Eye(s)				x	0.00 days	0.00 days	x					
XXXXX	XXXXX	Police Department	12/12/2014	Office	Contusion Knee			x		0.00 days	28.00 days	x					
					Grand Total	0	0	3	4	0.00	52.00	6 (1)	1 (2)	0 (3)	0 (4)	0 (5)	0 (6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Legend: 1- injury 2- Skin disorder 3- Respiratory condition 4- Poisoning 5- Hearing loss 6- All other illness

OSHA's Form 300A

Summary of Work-Related Injuries and Illnesses

Year

U.S. Department of Labor
Occupational Safety and Health Administration

From approved OMB no.1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1094.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	3	4
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0.00	52.00
(K)	(L)

Injury and Illness Types

Total number of ...

	(M)		
(1) Injuries	6	(4) Poisonings	0
		(5) Hearing loss	0
(2) Skin disorders	1	(6) All other illnesses	0
(3) Respiratory conditions	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name _____

Street _____

City _____ State CA ZIP _____

Industry description *(e.g., Manufacture of motor truck trailers)*

_____

Standard Industrial Classification (SIC), if known *(e.g.,3715)*

9229SC

OR

North American Industrial Classification (NAICS), if known *(e.g.,336212)*

Employment information *(if you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees _____

Total hours worked by all employees last year _____

Sign here

Knowingly falsifying this document may result in a fine.

Company executive _____ Title _____

( ) - / /

Phone _____ Date _____

OSHA's Form 301

Injury and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____

Title _____

Phone (_____)_____-_____ Date __ /__ /__

Information about the employee

1) Full name XXXXX

2) Street XXXXX

City XXXXX **State** CA **ZIP** 92860

3) Date of birth 06/21/1960

4) Date hired 02/22/1996

5) ☒ **Male**
☐ **Female**

Information about the physician or other health care professional

6) Name of Physicans or other health care professional _____
Sand Canyon Urgent Care

7) If treatment was given away from the worksite, where was it given?

Facility _____

Street _____

City _____ **State** _____ **ZIP** _____

8) Was employee treated in an emergency room?

☐ **Yes**
☒ **No**

9) Was employee hospitalized overnight as an in-patient?

☐ **Yes**
☒ **No**

Information about the case

10) Case number from the *Log* XXXXX *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness 02/15/2015

12) Time employee began work 6:00 AM

13) Time of event 6:00 PM ☐ **check if time cannot be determined**

14) *What was the employee doing just before the incident occurred?* Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

Reaching for keys when thumb hit wooden storage box.

15) *What happened?* Tell us how the injury occurred. *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

EE was reaching for keys when his left thumb hit a wooden storage box located in his patrol car and he received puncture wound from a splinter

16) *What was the injury or illness?* Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or score." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

Left Thumb Puncture Wound

17) *What object or substance directly harmed the employee?* *Examples:* "concrete floor"; "chlorine"; "radial arm saw." *If this question does not apply to the incident, leave it blank.*

N/A

18) *If the employee died, when did death occur?* Date of death _____

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 301

Injury and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

This *Injury and illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by _____

Title _____

Phone (_____)_____-_____ Date __ /__ /__

Information about the employee

1) Full name XXXXX

2) Street XXXXX

City XXXXX **State** CA **ZIP** 92705

3) Date of birth 04/27/1979

4) Date hired 12/27/1999

5) ☒ **Male**
☐ **Female**

Information about the physician or other health care professional

6) Name of Physicans or other health care professional
Sand Canyon Urgent Care

7) If treatment was given away from the worksite, where was it given?

Facility _____

Street _____

City _____ **State** _____ **ZIP** _____

8) Was employee treated in an emergency room?

☐ **Yes**
☒ **No**

9) Was employee hospitalized overnight as an in-patient?

☐ **Yes**
☒ **No**

Information about the case

10) Case number from the *Log* XXXXX *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness 03/19/2015

12) Time employee began work 6:00 AM

13) Time of event 1:13 PM ☐ **check if time cannot be determined**

14) *What was the employee doing just before the incident occurred?* Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

Struggling with combative mental health patient

15) *What happened?* Tell us how the injury occurred. *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

While struggling with a combative mental health patient, he injured his left shoulder

16) *What was the injury or illness?* Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or score." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

Left shoulder strain

17) *What object or substance directly harmed the employee?* *Examples:* "concrete floor"; "chlorine"; "radial arm saw." *If this question does not apply to the incident, leave it blank.*

N/A

18) *If the employee died, when did death occur?* Date of death _____

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

WORKERS' COMPENSATION CLAIMS
CLIENT COMPARISON REPORT AS
OF

Client	# of Employees	Total Paid This Quarter	Outstanding Reserves	Outstanding Reserves Per Total # of Employees	Total Incurred in Q1 2015 Total Pd Q1 + Outstanding	#of Open Claims	# of Open Litigated Claims
Client X	2,986	$920,366.80	$10,026,752.09	$3,357.92	$10,947,118.89	191	59
Client Y	4,623	$988,715.96	$13,758,746.45	$2,976.15	$14,747,462.41	231	80
AVERAGES	**3,805**	**$954,541.38**	**$11,892,749.27**	**$3,167.04**	**$12,847,290.65**	**211**	**70**

WORKERS' COMPENSATION CLAIMS
FREQUENCY & SEVERITY BY NATURE OF INJURY
TOP TEN LISTED BY FREQUENCY
as of

Client X

Nature of Injury	# of Claims	Total Incurred	Average Per Claim
Strain	88	$9,244,148.00	$114,620.00
Miscellaneous	24	$731,037.00	$30,460.00
Sprain	20	$2,079,150.00	$103,957.00
All Other Cumulative Trauma	13	$1,464,653.00	$112,666.00
Contusion	12	$3,023,302.00	$251,942.00
Fracture	8	$531,734.00	$66,467.00
Multi Physical Injuries	6	$481,307.00	$80,218.00
Mental Stress	6	$123,189.00	$20,531.00
All Other Specific Injury	4	$62,769.00	$15,692.00
Puncture	2	$200,934.00	$100,467.00
TOTAL	**183**	**$17,942,223.00**	**$897,020.00**

Client Y

Nature of Injury	# of Claims	Total Incurred	Average Per Claim
Strain	94	$14,197,761.00	$151,040.00
Miscellaneous	36	$1,902,197.00	$52,839.00
All Other Cumulative Trauma	25	$4,789,022.00	$191,561.00
Sprain	20	$1,504,961.00	$75,248.00
Contusion	19	$2,104,025.00	$110,738.00
Carpal Tunnel Syndrome	10	$571,972.00	$57,197.00
Fracture	7	$597,706.00	$85,387.00
Multi Physical/Mental injuries	5	$470,084.00	$94,017.00
Mental Stress	4	$1,171,495.00	$292,874.00
Contagious Disease	3	$264,424.00	$88,141.00
TOTAL	**223**	**$27,573,647.00**	**$1,199,042.00**

CLAIMS HANDLING ANALYSIS

# OF CLAIMS REPORTED PER YEAR						
	2010	**2011**	**2012**	**2013**	**2014**	**2015**
Future Medical	13	15	13	9	1	0
Indemnity	49	59	45	60	65	9
Medical Only	70	66	60	60	60	15
TOTAL	**132**	**140**	**118**	**129**	**126**	**24**

# OF LITIGATED CLAIMS						
	2010	**2011**	**2012**	**2013**	**2014**	**2015**
TOTAL	**2**	**20**	**8**	**18**	**7**	**0**

DAYS FROM EMPLOYEE'S INJURY TO DATE EMPLOYER NOTIFIED						
	2010	**2011**	**2012**	**2013**	**2014**	**2015**
Average Lag Time	**9.38**	**94.23**	**18.77**	**23.39**	**58.61**	**12.17**

DAYS FROM EMPLOYERS DATE OF KNOWLEDGE TO DATE REPORTED TO TPA						
	2010	**2011**	**2012**	**2013**	**2014**	**2015**
Average Lag Time	**6.75**	**58.82**	**15.98**	**8.14**	**11.18**	**9.67**

AVERAGE DAYS OPEN PER CLAM						
	2010	**2011**	**2012**	**2013**	**2014**	**2015**
Future Medical	1279	1203	967	614	434	37
Indemnity	432	460	481	338	205	39
Medical Only	78	97	54	71	78	38
Litigated	1663	1012	1064	619	351	0

AVERAGE # OF DAYS LOST PER CLAM						
	2010	**2011**	**2012**	**2013**	**2014**	**2015**
Future Medical	99	274	65	15	0	0
Indemnity	67	49	74	55	33	9
Medical Only	0	0	0	0	0	0
Litigated	122	299	304	136	43	0

CLAIM RATIOS

RATIO OF MEDICAL ONLY CLAIMS TO INDEMNITY CLAIMS											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Medical Only	70	66	-6%	60	-9%	60	0%	60	0%	15	-75%
Indemnity	49	59	20%	45	-24%	60	33%	65	8%	9	-86%
TOTAL	119	125		105		120		125		24	

RATIO OF LITIGATED TO NON-LITIGATED CLAIMS											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Litigated	2	20	900%	8	-60%	18	125%	7	-61%	0	-100%
Non-Litigated	130	120	-8%	110	-8%	111	1%	119	7%	24	-80%
TOTAL	132	140		118		129		126		24	

RATIO OF FUTURE MEDICAL TO NON-FUTURE MEDICAL CLAIMS											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Future Medical	13	15	15%	13	-13%	9	-31%	1	-89%	0	-100%
Non-Future Medical	119	125	5%	105	-16%	120	14%	125	4%	24	-81%
TOTAL	132	140		118		129		126		24	

RATIO OF OPEN TO CLOSED CLAIMS											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
OPEN	7	13	86%	27	108%	30	11%	39	30%	18	-54%
CLOSED	125	127	2%	91	-28%	99	9%	87	-12%	6	-93%
TOTAL	132	140		118		129		126		24	

CLIENT X
AVERAGE CLAIM COSTS

AVERAGE COST PER CLAIM PER YEAR - MEDICAL ONLY											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Medical	$820.75	$834.81	2%	$662.51	-21%	$924.85	40%	$1,154.63	25%	$1,266.40	10%
Temporary Disability	$0.00	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$17.15	0%
Permanent Disability	$0.00	$0.00	0%	$0.00	0%	$0.00	0%	$23.00	0%	$0.00	0%
Voc Rehab	$0.00	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%
Other Indem	$0.00	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%
Legal	$0.00	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%	$0.00	0%
Other	$10.39	$23.01	0%	$2.43	0%	$48.84	1910%	$317.21	0%	$134.58	-58%
TOTAL	**$831.14**	**$857.82**	**3%**	**$664.94**	**-22%**	**$973.69**	**46%**	**$1,494.84**	**54%**	**$1,418.13**	**-5%**

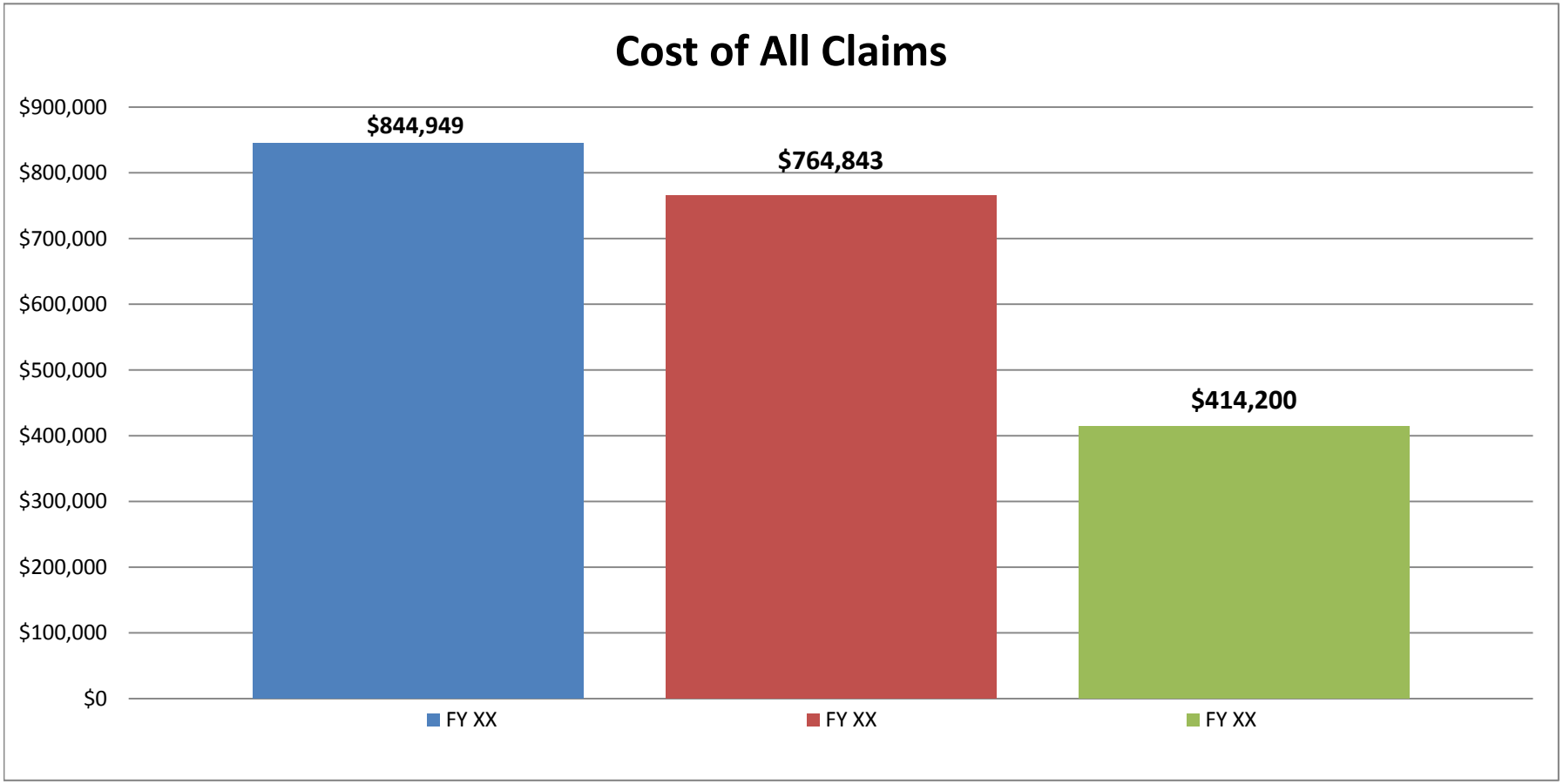
AVERAGE COST PER CLAIM PER YEAR - INDEMNITY											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Medical	$6,030.82	$14,747.98	145%	$24,543.37	66%	$17,994.69	-27%	$13,153.71	-27%	$4,988.17	-62%
Temporary Disability	$3,668.03	$4,638.96	26%	$6,747.29	45%	$8,063.74	20%	$4,622.25	-43%	$1,187.92	-74%
Permanent Disability	$2,450.32	$2,932.67	20%	$4,926.23	68%	$5,437.97	10%	$2,272.97	-58%	$0.00	-100%
Voc Rehab	$275.76	$376.84	37%	$761.14	102%	$532.08	-30%	$223.08	-58%	$0.00	-100%
Other Indem	$372.41	$561.43	51%	$265.00	-53%	$1,014.48	283%	$384.82	-62%	$0.00	-100%
Legal	$608.21	$2,569.56	322%	$2,378.80	-7%	$3,271.26	38%	$1,380.52	-58%	$0.00	-100%
Other	$1,473.05	$2,344.97	59%	$3,314.84	41%	$4,270.26	29%	$2,747.17	-36%	$900.85	-67%
TOTAL	**$14,878.60**	**$28,172.41**	**89%**	**$42,936.67**	**52%**	**$40,584.48**	**-5%**	**$24,784.52**	**-39%**	**$7,076.94**	**-71%**

AVERAGE COST PER CLAIM PER YEAR - FUTURE MEDICAL											
	2010	2011	%	2012	%	2013	%	2014	%	2015	%
Medical	$31,927.33	$20,616.91	-35%	$29,596.32	44%	$21,682.14	-27%	$18,000.00	-17%	$0.00	0%
Temporary Disability	$10,049.74	$3,707.97	-63%	$6,302.72	70%	$1,091.19	-83%	$0.00	-100%	$0.00	0%
Permanent Disability	$10,934.61	$6,480.68	-41%	$5,824.81	-10%	$542.35	-91%	$0.00	-100%	$0.00	0%
Voc Rehab	$810.35	$0.00	-100%	$1,017.63	-5%	$0.00	0%	$0.00	0%	$0.00	0%
Other Indem	$514.27	$975.30	90%	$964.14	-1%	$0.00	0%	$0.00	0%	$0.00	0%
Legal	$1,884.64	$3,922.62	108%	$2,562.18	-35%	$0.00	0%	$0.00	0%	$0.00	0%
Other	$4,113.53	$4,077.15	-1%	$4,552.03	12%	$2,719.67	-40%	$3,600.00	32%	$0.00	0%
TOTAL	**$60,234.47**	**$39,780.63**	**-34%**	**$50,819.83**	**28%**	**$26,035.35**	**-49%**	**$21,600.00**	**-17%**	**$0.00**	**-100%**

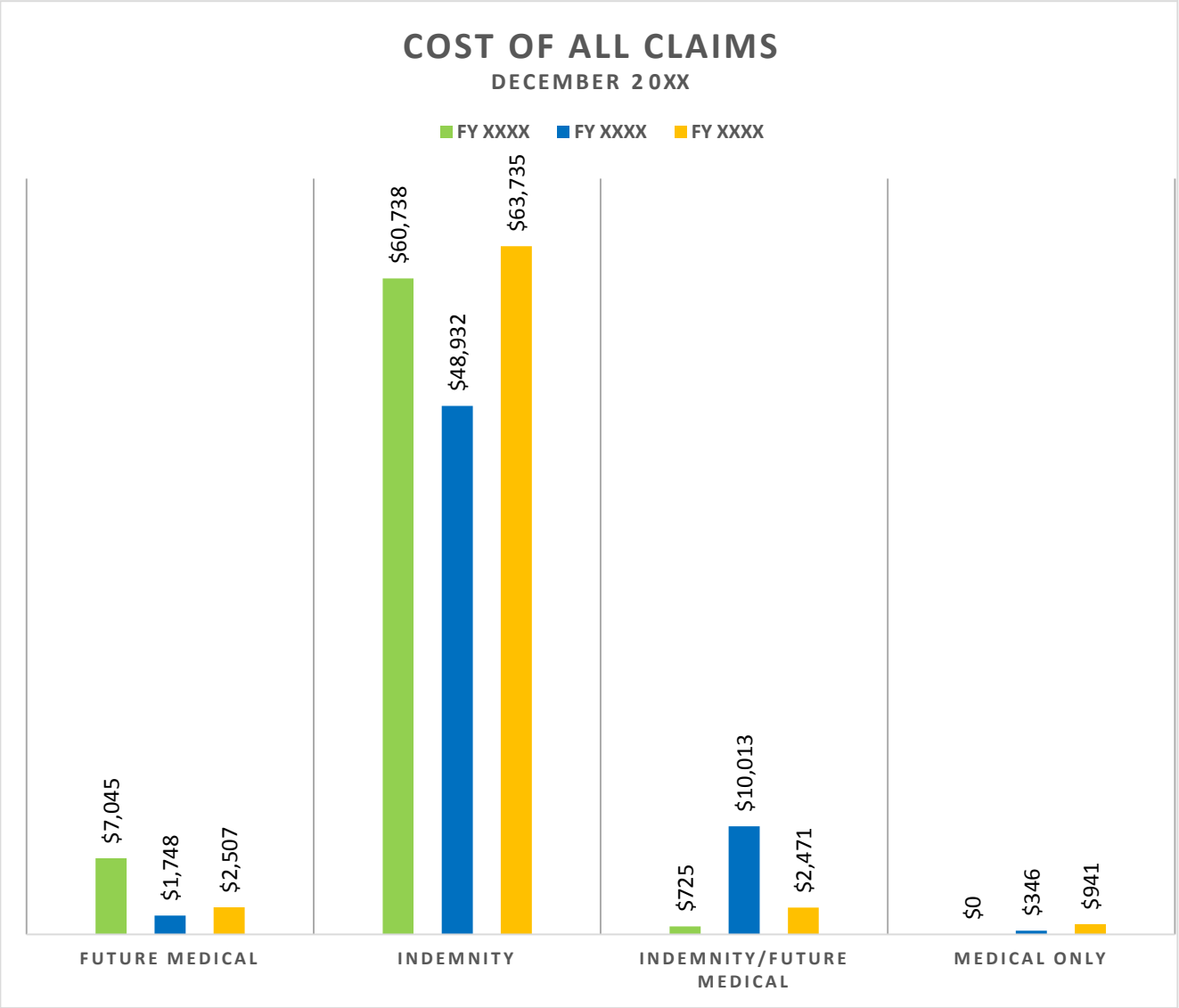
AVERAGE CLAIM COSTS

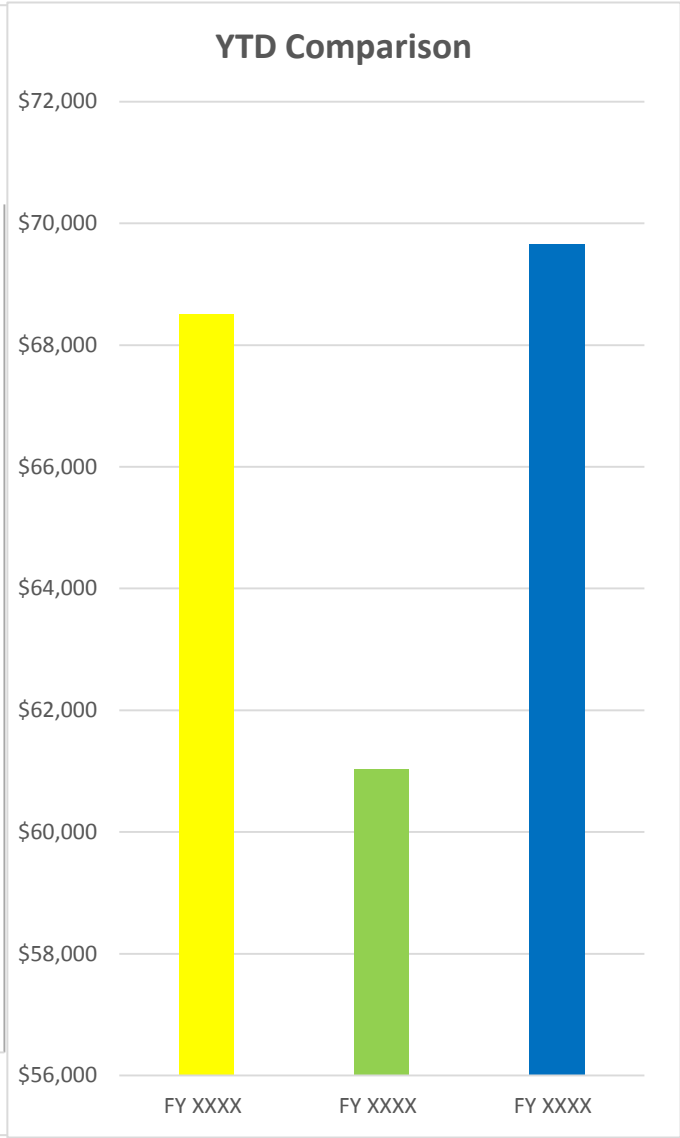
AVERAGE COST PER CLAIM PER YEAR - LITIGATED											
	2010	**2011**	**%**	**2012**	**%**	**2013**	**%**	**2014**	%	**2015**	%
Medical	$50,634.41	$42,421.63	-16%	$101,044.34	138%	$39,654.15	-61%	$25,818.39	-35%	$0.00	-100%
Temporary Disability	$12,725.85	$10,973.56	-14%	$28,670.94	161%	$20,160.95	-30%	$7,953.51	-61%	$0.00	-100%
Permanent Disability	$11,962.68	$11,558.06	-3%	$23,627.14	104%	$15,303.58	-35%	$10,416.74	-32%	$0.00	-100%
Voc Rehab	$2,279.05	$1,105.63	-51%	$5,828.87	427%	$1,713.85	-71%	$1,714.29	0%	$0.00	-100%
Other Indem	$3,157.66	$2,332.68	-26%	$2,567.22	10%	$3,338.43	30%	$1,744.57	-48%	$0.00	-100%
Legal	$14,750.14	$9,402.56	-36%	$14,620.26	55%	$10,618.56	-27%	$9,247.69	-13%	$0.00	-100%
Other	$12,074.76	$6,794.71	-44%	$12,836.64	89%	$10,919.29	-15%	$8,583.62	-21%	$0.00	-100%
TOTAL	**$107,584.55**	**$84,588.83**	**-21%**	**$189,195.41**	**124%**	**$101,708.81**	**-46%**	**$65,478.81**	**-36%**	**$0.00**	**-100%**

AVERAGE COST PER CLAIM PER YEAR - CLOSED											
	2010	**2011**	**%**	**2012**	**%**	**2013**	**%**	**2014**	%	**2015**	%
Medical	$2,272.59	$2,100.43	-8%	$1,130.23	-46%	$1,740.15	54%	$872.71	-50%	$548.25	-37%
Temporary Disability	$1,428.07	$567.07	-60%	$336.43	-41%	$743.19	121%	$487.90	-34%	$4.91	-99%
Permanent Disability	$728.58	$341.90	-53%	$130.17	-62%	$62.72	-52%	$205.71	228%	$0.00	-100%
Voc Rehab	$50.09	$0.95	0%	$0.00	-100%	$10.87	#DIV/0!	$0.00	0%	$0.00	0%
Other Indem	$92.50	$53.92	-42%	$0.00	-100%	$27.39	#DIV/0!	$34.48	0%	$0.00	0%
Legal	$170.42	$493.32	189%	$99.82	-80%	$151.48	52%	$94.13	0%	$0.00	0%
Other	$397.99	$377.22	-5%	$177.06	-53%	$411.23	132%	$400.00	-3%	$116.70	-71%
TOTAL	**$5,140.24**	**$3,934.81**	**-23%**	**$1,873.71**	**-52%**	**$3,147.03**	**68%**	**$2,094.93**	**-33%**	**$669.86**	-68%



Measures the total liability of claims. This number indicates how well Client is at controlling costs through reduced claims, return to work, and claim closure. This number will directly correlate to increases in annual deposits that must be paid. The lower the number the better.


COST OF ALL CLAIMS
DECEMBER 20XX
FY XXXX
FY XXXX
FY XXXX
$7,045
$1,748
$2,507
$60,738
$48,932
$63,735
$725
$10,013
$2,471
$0
$346
$941
FUTURE MEDICAL
INDEMNITY
INDEMNITY/FUTURE MEDICAL
MEDICAL ONLY


YTD Comparison
$72,000
$70,000
$68,000
$66,000
$64,000
$62,000
$60,000
$58,000
$56,000
FY XXXX
FY XXXX
FY XXXX

1470 South Valley Vista Drive, Suite 230
Diamond Bar, California 91765

Telephone (909) 861-0816
Fax (909) 860-3995

BATCH PAY SAMPLE CHECK

Employer Client Name
Check Number 81468
Check Date 04/09/20XX

Payee Name MedReview Inc.
Payee Address Post Office Box 5108
Diamond Bar CA 91765

Claimant Name	Incident Date	Claim Number	From	Through	Description	Document #	Amount
XXXXX	03/25/2015	15-122054	03/25/2015	03/25/2015	Medical Review	413197P	3.90
XXXXX	03/25/2015	15-122054	03/25/2015	03/25/2015	Medical Review	413197O	21.67
XXXXX	12/05/2014	14-121177	03/16/2015	03/16/2015	Medical Review	413198F	4.33
XXXXX	12/05/2014	14-121177	03/16/2015	03/16/2015	Medical Review	413198P	0.95
XXXXX	12/05/2014	14-121177	03/16/2015	03/16/2015	Medical Review	413198O	6.50
	Number of Claims:	2				**Check Total:** 5	37.35

CLIENT NAME

Workers' Compensation

Administered by AdminSure (909) 861-0816

BANK OF AMERICA

222 North Catalina Avenue
Redondo Beach, CA 90277

16-66
1220

CHECK NUMBER 81468

DATE

AMOUNT

**********37.35

PAY Thirty Seven Dollars And 35/100

TO THE ORDER OF
MedReview Inc.
Post Office Box 5108
Diamond Bar, CA 91765

THIS CHECK EXPIRES AND IS VOID
90 DAYS FROM CHECK DATE

BATCH PAY SAMPLE REPORT

Workers' Compensation Claims Check Register

For Month Ending XXXXXX

Number	Date	Amount	Payee	Description	Claimant	Code	Claim Number
81468	04/09/2015	0.95	MedReview Inc.	Medical Review Services	XXXXX	L0054	XXXXX
81468	04/09/2015	3.90	MedReview Inc.	Medical Review Services	XXXXX	L0060	XXXXX
81468	04/09/2015	4.33	MedReview Inc.	Medical Review Services	XXXXX	L0054	XXXXX
81468	04/09/2015	6.50	MedReview Inc.	Medical Review Services	XXXXX	L0054	XXXXX
81468	04/09/2015	21.67	MedReview Inc.	Medical Review Services	XXXXX	L0060	XXXXX
Grand Total:	**5**		**37.35**				

MEDREVIEW
P.O. Box 3730 Ontario, CA 91761

Test Savings and Fee Summary

From 07/01/2022 thru 07/31/2022

Client: Total:Total

Metric	Amount	Percentage
Bill Count	1,073	
Work Units	0	
Additional Charge	$0.00	
Total Charges	$1,967,720.48	
Dup Red	$487,414.40	
BR Reg Red	$1,068,235.51	
PPO Red	$26,635.81	
OSR Red	$275.35	
All Other Red	$296.92	
Total Red	$1,582,857.99	80.44%
Red Less Dups	$1,095,443.59	74.00%
OCR Fee	$502.20	
eBill Fee	$141.60	
BR Fee	$9,279.00	
IPFS Fee	$0.00	
UR Advisor Fee	$0.00	
Nurse Fee	$0.00	
Neg Fee	$0.00	
AP Fee	$0.00	
PPO Fee	$4,610.75	
OSR Fee	$49.56	
SR Fee	$0.00	
All Other Fee	$0.00	
Total Fee	$14,583.11	
Net Savings	$1,080,860.48	73.02%
ROI	109:1	

MEDREVIEW
P.O. Box 3730 Ontario, CA 91761

Savings by Service Class

From 07/01/2022 Thru 07/31/2022

Client: Total:Total

Service Class	Bill Count	Total Charges	Additional Charge	Dup Red	BR Reg Red	PPO Red	OSR Red	All Other Red	Total Red	Total Red %	Total Allowance
ANESTHESIOLOGY	4	$12,912.00	$0.00	$0.00	$10,751.28	$314.14	$0.00	$0.00	$11,065.42	85.70%	$1,846.58
DRUGS	196	$107,274.56	$0.00	$10,786.91	$46,654.57	$463.15	$163.74	$8.98	$58,077.35	54.14%	$49,197.21
DURABLE MEDICAL EQUIPMENT	17	$13,085.72	$0.00	$1,082.92	$3,630.41	$607.80	$0.00	$117.41	$5,438.54	41.56%	$7,647.18
EVALUATION AND MANAGEMENT	380	$145,977.91	$0.00	$13,988.33	$61,942.08	$8,057.66	$0.00	$0.00	$83,988.07	57.53%	$61,989.84
FACILITY-ASC	12	$115,315.92	$0.00	$0.00	$100,233.47	$705.45	$0.00	$0.00	$100,938.92	87.53%	$14,377.00
FACILITY-INPATIENT HOSPITAL	5	$1,114,694.73	$0.00	$429,717.45	$599,103.32	$1,375.34	$0.00	$0.00	$1,030,196.11	92.42%	$84,498.62
FACILITY-OUTPATIENT HOSPITAL	11	$106,550.34	$0.00	$1,538.34	$80,311.86	$42.31	$0.00	$0.00	$81,892.51	76.86%	$24,657.83
HEARING SERVICES	1	$6,175.00	$0.00	$0.00	$6,175.00	$0.00	$0.00	$0.00	$6,175.00	100.00%	$0.00
HOME HEALTH	18	$19,967.64	$0.00	$0.00	$1,027.80	$0.00	$0.00	$0.00	$1,027.80	5.15%	$18,939.84
MEDICAL AND SURGICAL SUPPLIES	11	$5,397.40	$0.00	$84.92	$3,162.52	$249.65	$0.00	$4.97	$3,502.06	64.88%	$1,895.34
MEDICAL-LEGAL	18	$37,318.86	$0.00	$9,444.93	($251.62)	$0.00	$0.00	$0.00	$9,193.31	24.63%	$28,125.55
MEDICINE	24	$19,032.99	$0.00	$0.00	$11,878.52	$531.65	$0.00	$0.00	$12,410.17	65.20%	$6,622.82
NON MEDICAL	9	$1,548.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,548.85
ORTHODIC PROCEDURES AND DEVICES	6	$9,541.27	$0.00	$0.00	$2,169.92	$1,012.74	$0.00	$165.56	$3,348.22	35.09%	$6,193.05
PATHOLOGY	24	$64,007.92	$0.00	$1,087.44	$58,162.20	$371.60	$42.81	$0.00	$59,664.05	93.21%	$4,343.87
PHYSICAL MEDICINE AND REHAB	259	$85,310.17	$0.00	$4,161.78	$31,932.24	$4,731.49	$0.00	$0.00	$40,825.51	47.86%	$44,484.66
RADIOLOGY	35	$25,400.24	$0.00	$1,554.00	$18,083.28	$777.45	$68.80	$0.00	$20,483.53	80.64%	$4,916.71
SURGERY	26	$48,838.32	$0.00	$2,591.13	$29,382.15	$1,990.00	$0.00	$0.00	$33,963.28	69.54%	$14,875.04
TRANSPORTATION	5	$5,657.26	$0.00	$3,876.25	$640.28	$0.00	$0.00	$0.00	$4,516.53	79.84%	$1,140.73
Unknown	12	$23,713.38	$0.00	$7,500.00	$3,246.23	$5,405.38	$0.00	$0.00	$16,151.61	68.11%	$7,561.77
Total	**1,073**	**$1,967,720.48**	**$0.00**	**$487,414.40**	**$1,068,235.51**	**$26,635.81**	**$275.35**	**$296.92**	**$1,582,857.99**	**80.44%**	**$384,862.49**

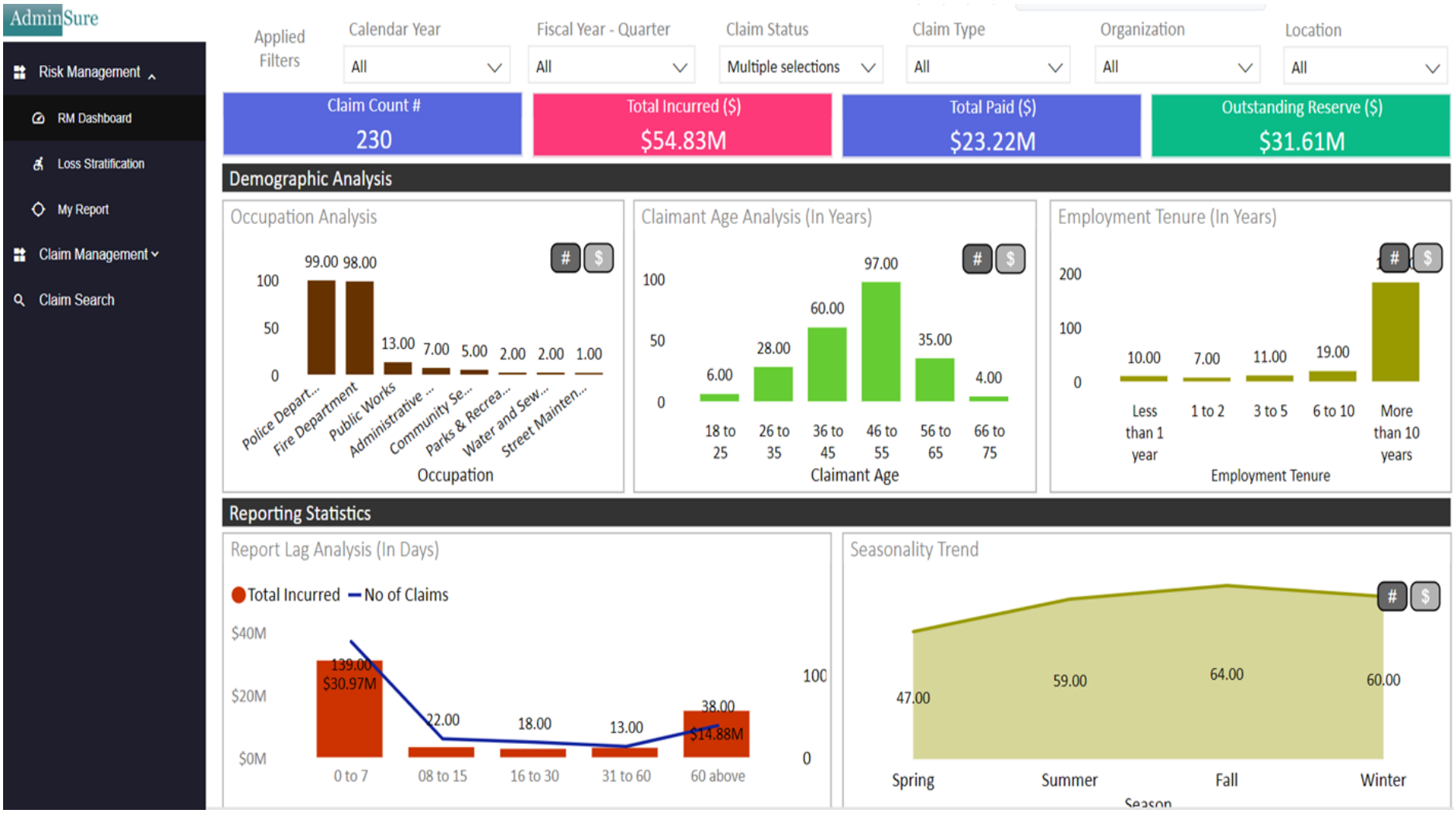
MEDREVIEW
P.O. Box 3730 Ontario, CA 91761

PPO/OSR Penetration

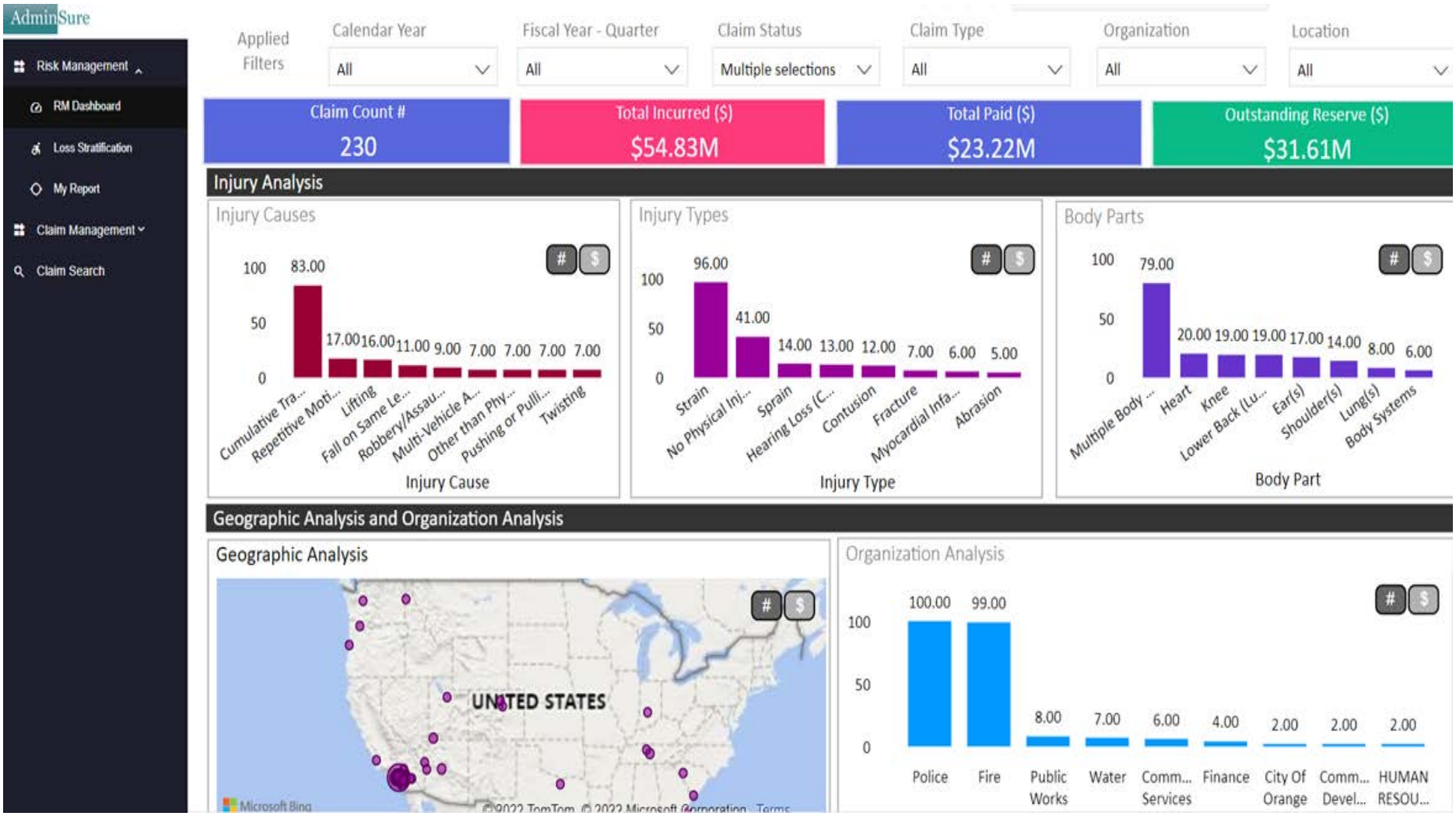
From 07/01/2022 thru 07/31/2022

Bill.Jurisdiction State	PPO/OSR	Bill Count	Total Charges	BR Allowance*	Billed To PPO/OSR	PPO/OSR Red	PPO/OSR Fee	PPO/OSR Savings	PPO/OSR Penetration	PPO/OSR Efficiency
AZ	PrimeHealth Pend And Transmit	1	$60.75	$46.90	$46.90	$9.38	$1.69	20.00%	100.00%	200.00
	Total	**1**	**$60.75**	**$46.90**	**$46.90**	**$9.38**	**$1.69**	**20.00%**	**100.00%**	**200.00**
CA	Anthem Blue Cross Pend and Transmit	236	$4,574,189.43	$1,334,886.56	$1,334,886.56	$353,573.92	$84,628.67	26.49%	24.50%	64.90
	Coventry Pend And Transmit	8	$766,650.02	$114,752.08	$114,752.08	$406.09	$101.54	0.35%	2.11%	0.07
	HealthSmart Pend And Transmit	471	$697,440.32	$497,226.39	$497,226.39	$4,755.56	$1,283.46	0.96%	9.13%	0.88
	IQ Analysis FS	253	$659,480.04	$221,512.40	$221,512.40	$6,862.63	$1,503.66	3.10%	4.07%	1.26
	No PPO	2,661	$2,844,808.26	$1,061,182.86	$0.00	$0.00	$0.00			
	PrimeHealth Pend And Transmit	7,130	$4,740,985.70	$2,218,774.65	$2,218,774.65	$193,643.08	$44,438.25	8.73%	40.72%	35.55
	Total	**10,759**	**$14,283,553.77**	**$5,448,334.94**	**$4,387,152.08**	**$559,241.28**	**$131,955.58**	**12.75%**	**80.52%**	**102.67**
ID	Coventry Pend And Transmit	1	$2,162.00	$825.13	$825.13	$8.25	$2.06	1.00%	100.00%	10.00
	Total	**1**	**$2,162.00**	**$825.13**	**$825.13**	**$8.25**	**$2.06**	**1.00%**	**100.00%**	**10.00**
MS	No PPO	1	$3,748.00	$1,629.11	$0.00	$0.00	$0.00			
	Total	**1**	**$3,748.00**	**$1,629.11**	**$0.00**	**$0.00**	**$0.00**			
TX	PrimeHealth Pend And Transmit	1	$1,798.00	$1,427.12	$1,427.12	$168.52	$30.33	11.81%	100.00%	118.10
	Total	**1**	**$1,798.00**	**$1,427.12**	**$1,427.12**	**$168.52**	**$30.33**	**11.81%**	**100.00%**	**118.10**
Total		**10,763**	**$14,291,322.52**	**$5,452,263.20**	**$4,389,451.23**	**$559,427.43**	**$131,989.66**	**12.74%**	**80.51%**	**102.57**

DASHBOARD SAMPLE 1 of 2



DASHBOARD SAMPLE 2 of 2



Kaliope Layton, SIA, WCCP, WCCA

Senior Workers' Compensation Claims Supervisor/Manager

Professional Experience

2016–Present AdminSure Inc.
Senior Workers' Compensation Claims Supervisor/Manager

- Performs an extensive range of claims services which includes supervising accounts and claims staff ; communication with employers, injured workers, medical providers (medical management and return-to-work program management), and attorneys (litigation and subrogation management); coordinates accurate and timely delivery of monetary (i.e. Ed Code, LC4850 benefits, CalPERS, SJDB/vocational rehabilitation, and settlements) and medical benefits (benefit administration as well as excess reporting; utilization review and bill review management); investigates questionable claims, and when required, attends various depositions, WCAB conferences, trials, et cetera.
- Assists with conducting claims reviews, training sessions, and educational seminars; and coordinates various outside expert service providers reference ADA accommodation meetings, MSA reviews, ergonomic assessments, et cetera.

2003–2015 Various TPAs
Senior Workers' Compensation Claims Adjuster

- Performed an extensive range of claims services including communication with employers, injured workers, medical providers, and attorneys; coordinated accurate and timely delivery of benefits; investigated questionable claims, and when required, attended various WCAB conferences.

Education

- State Certified Self-Insurance Workers' Compensation Administrator.
- Workers' Compensation Claims Professional Designation (WCCP).
- Workers' Compensation Claims Administration Certification (WCCA).

References

Please refer to our Client List.

Denise Perez, SIA, WCCA

Senior Workers' Compensation Claims Adjuster

Professional Experience

2022–Present AdminSure Inc.
Senior Workers' Compensation Claims Adjuster

- Performs an extensive range of claims services which includes communication with employers, injured workers, medical providers (medical management and return-to-work program management), and attorneys (litigation and subrogation management); coordinates accurate and timely delivery of monetary (i.e. Ed Code, LC4850 benefits, CalPERS, SJDB/vocational rehabilitation, and settlements) and medical benefits (benefit administration as well as excess reporting; utilization review and bill review management); investigates questionable claims, and when required, attends various depositions, WCAB conferences, trials, et cetera.
- Assists with conducting claims reviews, training sessions, and educational seminars; and coordinates various outside expert service providers reference ADA accommodation meetings, MSA reviews, ergonomic assessments, et cetera.

1996–2021 Various TPAs
Senior Workers' Compensation Claims Adjuster

- Performed an extensive range of claims services including communication with employers, injured workers, medical providers, and attorneys; coordinated accurate and timely delivery of benefits; investigated questionable claims, and when required, attended various WCAB conferences.

Education

- State Certified Self-Insurance Workers' Compensation Administrator.
- Workers' Compensation Claims Administration Certification (WCCA).

References

Please refer to our Client List.

VENDOR APPLICATION FORM
FOR
RFP No. 23-10 for Third Party Compensation Claims Administration

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: AdminSure Inc.

Contact Person for Agreement: Alithia Vargas-Flores

Title: President E-Mail Address: avargas-flores@adminsure.com

Business Telephone: 909.396.5814 Business Fax: 909.978.1131

Corporate Mailing Address: 3380 Shelby Street

City, State and Zip Code: Ontario, CA 91764

Contact Person for Proposals: Alithia Vargas-Flores

Title: President E-Mail Address: avargas-flores@adminsure.com

Business Telephone: 909.396.5814 Business Fax: 909.978.1131

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Alithia Vargas-Flores	President	909.396.5814
Ashley Sells	Corporate Secretary	909.718.1200

Federal Tax Identification Number: 95-3773318

City of Costa Mesa Business License Number: 0000021568

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: 2023

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-10 for Third Party Compensation Claims Administration** at any time after **February 16, 2023.**

Alithia Vargas-Flores
Signature

Date: March 1, 2023

Alithia Vargas-Flores
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **February 16, 2023** with a City Councilmember concerning informal **RFP No. 23-10 for Third Party Compensation Claims Administration**. A copy of all such communications is attached to this form for public distribution.

_____
Signature

Date: _____

_____
Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ **No** _X___

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

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None.

COMPANY PROFILE & REFERENCES

Company Legal Name: AdminSure Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 3380 Shelby Street, Ontario, CA 91764

Website Address: www.adminsure.com

Telephone Number: 909.396.5814 Facsimile Number: 909.978.1131

Email Address: avargas-flores@adminsure.com

Length of time the firm has been in business: Over 40 Years; Since 1982

Length of time at current location: Over 5 Years; Since 2017

Is your firm a sole proprietorship doing business under a different name: ___Yes
_X_No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 95-3773318

Regular Business Hours: 7:30 a.m. - 4:30 p.m.

Regular holidays and hours when business is closed: Only State and/or Federal Holidays

Contact person in reference to this solicitation: Alithia Vargas-Flores

Telephone Number: 909.396.5814 Facsimile Number: 909.978.1131

Email Address: avargas-flores@adminsure.com

Contact person for accounts payable: Ashley Sells

Telephone Number: 909.718.1200 Facsimile Number: 909.978.1131

Email Address: asells@adminsure.com

Name of Project Manager: Kaliope Layton

Telephone Number: 909.861.9571 Facsimile Number: 909.860.3995

Email Address: klayton@adminsure.com

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Newport Beach, Client Since 1/1/15

Contact Name: Barbara Salvini, Human Resources Director, 949.644.3259

Contract Amount: $360k

Email: BSalvini@newportbeachca.gov

Address: 100 Civic Center Drive, Newport Beach, CA 92658

Brief Contract Description: Third Party Workers' Compensation Claims Administration, and Utilization Review Services, and Partial Bill Review Services.

Company Name: City of Irvine, Client Since 10/1/08

Telephone Number: 949.724.6079

Contact Name: Lori Thompson, Human Resources Manager

Contract Amount: $336k

Email: lthompson@cityofirvine.org

Address: 1 Civic Center Plaza, Irvine, CA 92606

Brief Contract Description: Third Party Workers' Compensation Claims Administration, and Utilization Review Services, and Full Bill Review Services.

Company Name: City of Santa Ana, Client Since 10/1/18

Telephone Number: 714.647.5472

Contact Name: Debbie Scott-Leistra, Risk Manager

Contract Amount: $600k

Email: DScott-Leistra@santa-ana.org

Address: 20 Civic Center Plaza, Santa Ana, CA 92701

Brief Contract Description: Third Party Workers' Compensation Claims Administration, and Utilization Review Services, and Full Bill Review Services.

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than $249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
None.				

Except as described above, I/we have not made any campaign contribution in the amount of $250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Alithia Vargas-Flores

Bidder/Applicant/Proposer - AdminSure Inc. - Alithia Vargas-Flores

3/1/23

Date

EXHIBIT C

FEE SCHEDULE

COST PROPOSAL **Third Party Workers' Compensation Claims Administration**	
Claims Administration	▪ *Year one: $16,640 per month* ▪ *All future years: 3% increase each year*
Bill Review	▪ *$6.50 per bill for full services, at-cost PPOs, negotiation services, reports, and transmitting medical billing information on behalf of the City to the Workers' Compensation Information System (WCIS) as required by State Law, i.e. Medical Bill Review EDI (Electronic Data Interchange); or $5.85 per bill for partial services*
Utilization Review	▪ *Utilization Review – 5% of total charges capped at $750 per bill* ▪ *Physician Review – $200 per hour, billed in 10-minute increments* ▪ *It is important to note that neither AdminSure nor MedReview receive a share of the physicians' fees*
Electronic 5020 Process	▪ *No Additional Fee*
City On-Line Access (All Data)	▪ *No Additional Fee – Unlimited Number of City Read-Only Users*
All Reports & Custom/Ad Hoc Reports	▪ *No Additional Fee When Data is Already Captured; At-Cost When Data is Not Captured*
MMSEA, WCIS, ISO & 1099s	▪ *No Additional Fee*
Training & Development of Special Account Instructions/Procedures, Internal MPN/PBN/Banking Management	▪ *No Additional Fee. Please note that any MPN, PBN, or banking fees charged by the City's choice of MPN, PBN, or bank, if any, shall be at-cost as we will not add on any fee for our internal assistance/services*
All Meetings, Claim Reviews, Forms, Correspondence, Pamphlets, Checks, and Storage of Claims	▪ *No Additional Fee*

EXHIBIT E

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

   B. Establishing a Drug-Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.