

ADMINISURE SCOPE OF SERVICES
City of Manhattan Beach
Effective July 1, 2016

1. **PERIODIC MEETINGS:** The Contractor shall meet with the City and staff periodically to:
 - A. Assist in developing internal procedures.
 - B. Provide orientation and training to personnel involved in the administration of the Program.
 - C. Discuss specific claims and general trends in the Program.

2. **ADVISORY SERVICES:** The Contractor shall provide the City information regarding the adoption, amendment or repeal of all Statutes, Rules and Regulations, et cetera, which may directly affect the Program.

3. **REQUIRED FORMS:** The Contractor shall provide the City with all forms required by the State in connection with the Program.

4. **COMPLIANCE WITH LAW:** The Contractor shall administer the Program in full compliance with all laws, rules and regulations governing Workers' Compensation and Self-Insurance.

5. **CLAIMS ADMINISTRATION:** The Contractor shall comply with all performance standards of the City's excess insurer. The Contractor shall also comply with the Contractor's Workers' Compensation Claims Administration Standards, but under no circumstances are they to be construed as having precedence over the performance standards of the City's excess insurer. The Contractor shall also have the authority and responsibility to provide claims administration services, which include:
 - A. Establishing an electronic claim file and computer database record upon receipt of an injury report.
 - B. Setting and updating reserves.
 - C. Initiating and maintaining contact with injured workers or their attorneys.
 - D. Arranging for investigation.
 - E. Determining compensability.
 - F. Preparing and issuing benefit notices, if applicable.

- G. Arranging for medical treatment and medical services from clinics, facilities, pharmacies, hospitals, specialists, and other vendors as necessary.
- H. Performing all utilization review services through MedReview; communicating decisions to approve, modify, delay or deny medical treatment in accordance with State law.
- I. Monitoring disability status by reviewing medical reports and contacting doctors for updates.
- J. Auditing and reviewing all medical bills through MedReview (OMFS/IHFS) and paying all properly adjusted medical bills in a timely and accurate manner.
- K. Paying mileage or medical reimbursements to injured workers.
- L. Paying temporary disability compensation when appropriate to do so or advising the City of the need to adjust payroll records when salary continuation is applicable.
- M. Arranging medical exams in conformance with State law to determine whether an injured worker's medical condition is permanent and stationary (reached Maximum Medical Improvement/MMI) and what, if any, permanent disability exists.
- N. Paying the permanent disability compensation in accordance with the law.
- O. Arranging for attorney representation of the City whenever the need arises.
- P. Monitoring attorneys and assisting them in preparing cases.
- Q. Auditing and paying legal expenses.
- R. Arranging for vocational rehabilitation services when appropriate, monitoring vocational rehabilitation consultants and assisting them as necessary.
- S. Auditing and paying vocational rehabilitation expenses.
- T. Preparing and issuing Supplemental Job Displacement Benefits (SJDB) notices and benefits.
- U. Preparing and issuing the permanent disability compensation notices.
- V. Pursuing subrogation when there is a viable third party.
- W. Notifying the City and excess insurers of all claims which exceed or may exceed the self-insurance retention; maintaining a liaison between the City and their excess insurers on matters affecting the handling of such claims and arranging for reimbursement to the City of losses in excess of its self-insurance retention.
- X. Obtaining settlement authority and negotiating settlement on appropriate claims.
- Y. Attending all hearings that are required by law.
- Z. Closing claim files when appropriate to do so.

6. **CHECKING ACCOUNT:** The City and the Contractor agree that:
 - A. The City shall establish and maintain a checking account from which all Workers' Compensation benefits and expenses are to be paid.
 - B. The Contractor shall prepare checks and issue those checks directly to payees without delay.
 - C. The Contractor shall sign checks with a facsimile signature or manually.
 - D. The Contractor shall secure checks in a locked area accessible to a limited number of personnel.
 - E. The City shall maintain an adequate balance in their checking account to meet all Workers' Compensation obligations without delay.
 - F. The checking account may be used to pay penalties in which case the Contractor shall reimburse the City within fifteen (15) working days for any amount of the penalty which the Contractor caused.
7. **ELECTRONIC DATA PROCESSING:** The Contractor shall provide the City with electronic data processing services that will allow for the production of loss experience and transaction reports within ten (10) days following the close of each calendar month. The Contractor will also work with the City to develop ad hoc and other specialized reports as requested.
8. **REGULATORY REPORTING:** The Contractor shall prepare all reports required by State and Federal regulatory agencies (if any) in connection with the Program, including the Self-Insurer's Annual Report required by the Department of Self-Insurance Plans.
9. **RECORDS:** The Contractor shall establish and maintain electronic claim files, claim logs, transaction documents and all other records associated with the Program. These records shall be the property of the City. Unless this Agreement is cancelled, closed hard files, if any, shall be stored by the Contractor for five (5) years and shall thereafter become the responsibility of the City. Upon cancellation of this Agreement, the City shall be responsible for maintaining and storing all data, records, et cetera. The Contractor shall not dispose of or destroy hard files without the prior, written authorization of the City.
10. **OBLIGATIONS OF THE CITY**

The City shall perform the following:

- A. Submit all reports of work injury to the Contractor in a timely manner not to exceed two business days of the City's knowledge of the injury.
- B. Respond to the Contractor's requests for information and authority within five days of such requests.
- C. Provide information that is accurate and is in a form specified by the Contractor.
- D. Grant settlement authority to the Contractor in advance of WCAB, Rehabilitation, and legal hearings, or be available by phone or in person during same.