

# **City of Manhattan Beach** General Services

Phone: (310) 802-5568 FAX: (310) 802-5590 TDD: (310) 546-3501

## **Request for Proposal**

BID NUMBER: BID TITLE: REQUESTING DEPARTMENT: RELEASE DATE: **DUE DATE:** CONTACT PERSON: EMAIL:

1044-15 Workers' Compensation Third Party Administrator Human Resources May 14, 2015 June 25, 2015 @ 3:00P.M. PST Gwen Eng, 310-802-5567 geng@citymb.info

Notice is hereby given that the Office of the City Clerk of the City of Manhattan Beach will receive proposal for Workers Compensation Third Party Administrator.

Each proposal must be submitted in a sealed envelope and clearly marked:

#### "Proposal # 1044-15, Workers Compensation TPA"

#### Failure to identify the proposal on the envelope may result in disqualification of the proposal.

Sealed proposals must be submitted to the office of the City Clerk at 1400 Highland Avenue, Manhattan Beach, CA 90266. **Proposals will be received until 3:00 PM, Thursday, June 25, 2015.** Proposals will not be opened at that time, but will be submitted to the General Services Manager for evaluation and compliance with Specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate.

Proposals received after the deadline will be considered late. Such proposals may be returned unopened. Fax proposals are not acceptable.

For questions regarding this RFP, contact Gwen Eng, Purchasing Manager, (310) 802-5569; or by email at: <u>geng@citymb.info</u> by no later than May 22, 2015.

Dated: This 14<sup>th</sup> day of May, 2015.

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Gwen Eng General Services Manager

## Instructions to Bidders/Definitions

The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" means the City of Manhattan Beach, California. The word "Bidder," "Offeror," "Proposer", "Vendor," Supplier," or "Contractor" means the person, firm, or corporation submitting a proposal on these specifications or any part thereof.

## Filing Date

All proposals must be received at or before the time indicated above. Copies of all forms, specifications, and exhibits are available from the General Services Division of the City of Manhattan Beach at (310) 802-5568.

## Reservations

The City Council reserves the right to reject any and all proposals received; to take all proposals under advisement for up to 120 days after opening; to waive any informality on any proposal; and to be the sole judges of the relative merits of the material mentioned in the respective proposals received. The Council also reserves the right to reject any item(s), award more than one contract for each of the items, and reject proposals that are not accompanied by the requested information.

## **Proposal Form**

- The Proposal must be enclosed in an envelope, and marked with the RFP Number and Title, and addressed to the Office/Department indicated on the cover letter.
- No telephone, facsimile or email proposals will be accepted.
- If the proposal is made by an individual, it must be signed by the full name of the Proposer, and include the Proposer's complete address. If it is made by a firm, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given. If it is made by a corporation, it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature.
- The phraseology of the proposal must not be altered in any way.
- Unless otherwise stated, proposals will be received on one or more or all items. Proposers must specifically quote on UNITS as may be shown on Proposal Sheets that may be included under this RFP. In the case of error in extension of prices, the unit price will govern.
- Proposal results are available by calling the Purchasing Division at (310) 802-5568.

## The Contract

The Proposer to whom the award is made will be required to enter into a written contract with the City. The contract may be in the form of a purchase order. A copy of the Request for Proposal (RFP), the vendor's proposal and the contract specifications may be attached to, and will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of State and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

#### Warranties

Proposer shall provide copies of all warranties applicable to the proposed materials. Warranties shall be a definite consideration in establishing the relative merits of the Proposal.

## Patent Rights

The vendor agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the vendor is not lawfully entitled to sell.

## Taxes

The City of Manhattan Beach is exempt from paying Federal Excise Taxes. These taxes are not to be included.

## Delivery

All deliveries of such items to be furnished must be made to job sites or City warehouse within the boundaries of the City of Manhattan Beach. Where a specific delivery schedule is required, proximity to that schedule will be a consideration.

## Payments

Complete payment on the contract will be made in approximately 30 days from the complete delivery and acceptance of the merchandise or service, unless alternate terms are proposed and accepted by the City. **The City may consider prompt payment discounts when calculating the lowest proposal if the end result benefits the City.** 

## **Errors/Omissions**

The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with the Proposal. Full instructions will be given if such errors/omissions are discovered, and vendor agrees to abide by said instructions.

## Force Majeure

The vendor will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

- a. When such performance is prevented by operation of law.
- b. When such performance is prevented by an irresistible superhuman cause.
- c. When such performance is prevented by an act of the public enemies of the United States of America, or the State of California, or by strike, mob violence, fire, delay in transportation beyond the control of the vendor, or unavoidable casualty.
- d. When such performance is prevented by the inability of the vendor to secure necessary materials, supplies, or equipment by reason of:
  - 1. Appropriation of use thereof by the Federal Government or,
  - 2. Regulations imposed by the Federal Government.

No other Force Majeure clauses or conditions may be inserted in this proposal and any changes in the conditions stated herein will cause the proposal to be rejected.

## Default

If the vendor fails in any manner to fully perform and carry out each and all of the terms, covenants, and conditions of the award, then the vendor is in default of the contract. The vendor shall be notified in writing of the default status, and will be given a time frame in which to comply. If the vendor fails to comply within the time frame given, the city, at its option, may terminate or cancel the contract, and at the expense of the contractor, complete the contract with an alternate contractor. Such termination shall not affect or terminate any of the rights of the City against the vendor, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the city under law. The waiver of a breach of any term, covenant, or a condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

## **Business License**

The successful contractor ( ) will ( ) will not be required to procure a City of Manhattan Beach Business License prior to commencing work. Call Business Licensing at (310) 802-5558 for rate information or to apply for a license.

## Electronic Format

Vendor to supply a copy of the bid response on CD or USB Drive, in searchable PDF format as a single document (optimized and compressed).

## **Contract Extension to Other Cities/Agencies**

Other Cities/Agencies may be interested in purchasing against an awarded contract, subject to the same price, terms and conditions offered to the City of Manhattan Beach, and by mutual agreement by the City and the vendor. The City does not warrant any additional use of the contract by such agencies. All requirements of the specifications, purchase orders, invoices and payments with other agencies will be directly handled by the successful Proposer and the piggybacking agency.

## Department Policy for Grant Funded Purchases

Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

# *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction*

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals [as defined in CFR Title-49 - Code Of Federal Regulations, section 29.105(p)] is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## PURPOSE

The City of Manhattan Beach (hereinafter referred to as the "CITY") is requesting proposals from a qualified third party administrators, public entity or private firm, herein referred to as the TPA, for administration of the CITY's self-insured workers' compensation program. The CITY is looking for a vendor who demonstrates a creative and effective claims management process that is streamlined and user-friendly, has strong customer service focus, solid reporting capabilities, effective technological capabilities, proactive and consistent management of employee occupational absences, competitive rates and fees, and a willingness to comply with the CITY's performance standards. The term is expected to be for three (3) years with two (2) one-year options to renew. Longer initial and extended terms may be considered depending upon the Proposer's submission.

#### ABOUT THE CITY

The City of Manhattan Beach is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$63 million. The City of Manhattan Beach incorporated in 1912 has an estimated population of 35,000 and has a land area of 3.8 square miles. It is located in Los Angeles County.

The CITY's total expected payroll (salaries) for fiscal year 2015/2016 is \$27,642,889. The CITY employs approximately 270 full-time employees and 180 part-time employees. The CITY is a full service City including Police, Fire, Public Works, Community Development, Parks and Recreation, Finance, Human Resources & Risk Management, and Management Services departments.

The CITY has been self-insured for workers' compensation prior to 1980. The CITY participates in a pooled Workers' Compensation Program through Independent Cities Risk Management Authority (ICRMA). The CITY retains the first \$750,000. ICRMA provides pooled coverage up to \$5 million in excess the CITY's retained limit. Excess insurance is purchased up to \$100 million. The CITY has settlement authority for claims within its \$750,000 retained limit. The ICRMA Workers' Compensation Program Manager (WCPM) monitors all claims and has the right to take control of claims with the potential of piercing the pool layer. ICRMA has settlement authority as follows:

- Executive Director: Up to \$50,000 in excess of each member's retained limit
- Claims Committee: Up to \$250,000 in excess of each member's retained limit
- Administrative Committee: Up to \$500,000 in excess of each member's retained limit
- Governing Board: The balance up to \$5 million.

The selected firm must communicate effectively with the CITY, defense counsel and ICRMA's WCPM.

The CITY has approximately 25 new workers' compensation claims each year. A summary of the claims activity at Adminsure, is attached as Appendix A.

#### SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of Request for Proposal (RFP)	May 14, 2015
Deadline for Written Questions	May 22, 2015
Responses to Questions posted on	May 28, 2015
Deadline for RFP	June 25, 2015
Interviews	July 6-8
Approval of Contract	August 4, 2015

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

#### PROPOSAL INSTRUCTIONS

Proposals shall specify each item as set forth in this Request for Proposal (RFP). Failure to comply with all requirements and conditions set forth by these specifications and RFP instructions will be the cause for the rejection of the proposal(s). No exceptions or deviations from these specifications will be considered unless each exception or deviation is specifically identified with a detailed statement fully defining the exception(s). All exception(s) must be fully supported by detailed specification regarding the deviated item and shall accompany the proposal for evaluation by the City. If no exceptions are identified, the Proposer shall be required to furnish the service exactly as specified herein. The burden of proof of compliance with these specifications is the responsibility of the Proposer. Acceptance or rejection of the changes is the sole prerogative of the City. The City reserves the right to reject any and all proposals or to make no award.

#### SCOPE OF SERVICES

The CITY is seeking workers compensation claim adjusting and related services that comply with its TPA performance standards. Service expectations are outlined below.

1. Caseload

Each examiner shall have a caseload within a range of one-hundred-fifty (150) to one-hundred-sixty-five (165) open indemnity claims, which includes future medical claims. If the caseload contains medical only claims, three (3) medical only claims shall equal one (1) active indemnity claims. Each claims assistant shall have a caseload not to exceed two-hundred (200) open medical only claims. The supervisor shall have a caseload not to exceed thirty (30) open indemnity claims.

#### 2. Claim File Set Up

Upon receipt of the Employer's Report of Occupational Injury or Illness or Application for Adjudication of Claim, the TPA will prepare an individual claim file within two (2) business days for each claim. Preparation of the claim file shall include entering each new claim into the computer system and establishing appropriate initial reserves. Initial reserves will be set based on the facts known at the time the case is entered into the computer and clearly documented in the computer notepad. The file shall be available to the CITY, including, their representatives, claims auditors, and agents, for inspection and contain all medical and factual information on each reported claim.

#### 3. <u>Coverage</u>

The TPA shall verify coverage was provided to the CITY on the date of injury or illness in accordance with the CITY program dates and governing documents. If applicable, the TPA shall exercise due diligence in joining applicable co-defendants. All activity to verify coverage and join co-defendants shall be clearly documented in the computer notepad.

#### 4. ISO and EDEX

The TPA shall subscribe to the ISO, EDEX, and other recommended organizations in order to obtain background history on individual claims. Costs to subscribe to these services shall be included in the pricing structure. The examiner shall request a report from ISO, EDEX, or other recommended organizations on all new indemnity claims. Subsequent requests should be made every six (6) to twelve (12) months thereafter on all active indemnity claims.

#### 5. Employer Contact

The TPA shall request the Employer's Report of Occupational Injury or Illness form within two (2) business days when or if notification of any injury or illness by any source is received first.

If the DWC Form 1 has not been received by the TPA within two (2) business days after receiving the Employer's Report of Occupational Injury or Illness, the examiner will contact the CITY to ensure the DWC Form 1 was given to the employee within one (1) business day of knowledge of the injury. If a DWC Form 1 had not been given to the injured employee, the TPA shall immediately send the DWC Form 1 directly to the employee.

The TPA shall contact the CITY within two (2) business days of receipt of notice of a claim by any source to conduct an initial and meaningful investigation. Such contact with the CITY shall be clearly documented in the computer notepad.

When a claim reaches one-half (1/2) of the CITY's self-insurance retention (SIR), the TPA shall report to the CITY every ninety (90) calendar days regarding the status of the claim. Such report shall include a current status of the claim, the examiner's plan of action for the future handling of the claim, and the current paid to date and total incurred amounts listed by indemnity, vocational rehabilitation, medical, and expense categories.

The examiner will provide on-site file reviews if requested by the CITY. Other periodic on-site file reviews will be scheduled based upon the needs of the Entity.

Returned phone calls and e-mail to the CITY will be accomplished within one (1) business day and clearly documented in the computer notepad within one (1) business day.

The TPA shall notify the CITY immediately upon notice of an injured worker's hospitalization as a result of the work injury regardless of the date of injury. Such contact with the CITY shall be clearly documented in the computer notepad.

6. Employee Contact

In all non-litigated, lost time cases, where the employee has not returned to work, telephone or personal contact will be established with the injured employee within two (2) business days of receipt of notice of claim. Such contact will continue as often as necessary, but at least monthly. Any contact with the employee shall be clearly documented in the computer notepad within one (1) business day.

Returned phone calls to employees will be accomplished within one (1) business day.

All written correspondence from employees will be responded to within five (5) calendar days of receipt.

7. <u>Compensability</u>

The compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination will be made and clearly documented in the file within fourteen (14) business days of the receipt of the notification of the loss. Delay of benefit notices shall be mailed in compliance with the Division of Industrial Relations' guidelines. Copies of benefit notices will be maintained in the applicable claim file or stored in an electronic file. The TPA shall obtain authority from the CITY to delay or deny a claim. The CITY's authorization shall be clearly documented in the applicable claim file or in the computer notepad.

In no case shall a final compensability decision be extended beyond ninety (90) calendar days from the CITY's knowledge of the claim.

#### 8. Investigations

The TPA shall promptly initiate investigation of issues identified as material to potential litigation. The CITY shall be alerted to the need for an outside investigation as soon as possible and the examiner shall appoint an investigator who is acceptable to the CITY. The CITY shall be kept informed on the scope and results of all investigations. All activities shall be clearly documented in the computer notepad.

#### 9. Reserves

Reserves shall be established based on the facts of the claim and the ultimate probable cost of each claim. A reserve rational for each reserve change shall be clearly documented in the file notes. All reserve categories shall be reviewed by the examiner on a regular basis but not less than at least every forty-five (45) calendar days. The use of a paper or electronic reserve worksheet is required on all claims and a hard copy shall be maintained in the applicable claim file.

#### 10. Provision of Benefits

The TPA shall provide all compensation and medical benefits in a timely manner and in compliance with the statutory requirements of the California Labor Code. The TPA shall compute and pay temporary disability benefits to injured employees based upon earnings information and authorized disability periods. The TPA shall review, compute, and pay all informal ratings, death benefits, Findings and Awards, life pensions, or Compromise and Release settlements. Copies of all benefit notices shall be sent to the CITY.

#### 11. Initial Indemnity Payment

The initial indemnity payment or voucher will be issued and mailed to the injured employee together with a properly completed DWC benefit notices within fourteen (14) calendar days of the first day of disability. Copies of benefit notices will be maintained in the applicable claim file.

Late payments must include the self-imposed penalty in accordance with the Labor Code. Reasons for the late payments shall be clearly documented in the computer notepad within in one (1) business day.

#### 12. Subsequent Indemnity Payments

All indemnity payments or vouchers subsequent to the first payment will be verified, except for those payments where disability is expected beyond ninety (90) calendar days in which case payments will be verified in ninety (90) day increments. All disability payments will be issued in compliance with the Labor Code.

Late payments must include the self-imposed penalty/increase in accordance with the Labor Code. Reasons for late payments shall be clearly documented in the computer notepad within one (1) business day.

Copies of benefit notices issued with subsequent benefits will be maintained in the applicable claim file.

#### 13. Medical Administration

The TPA, absent a Medical Provider Network (MPN) and/or a pre-designated doctor, shall select a panel of general practitioners, specialists, hospitals, and emergency treatment facilities to which injured employees should be referred and regularly review and update the panel. As appropriate, Utilization Review Services will be used to facilitate medical care per American College of Occupational and Environmental Medicine (ACOEM) guidelines. The use of a service contractor is acceptable provided approval is first obtained from the CITY. The CITY shall pay for the use and benefits of the services provided; however, fees charged by the service contractor shall have been approved by the CITY prior to the provision of and payment for services. Such fees will be charged to the applicable claim file and will be paid from the medical category.

The physician's office will be contacted within three (3) calendar days of notice of all new claims to conduct an initial investigation as to the medical aspects of the claim and discuss the CITY's return-to-work goals. Such contact will continue as needed during the continuation of temporary disability to assure that treatment is related to a compensable claim and clearly documented in the computer notepad.

The TPA shall maintain contact with treating physicians to ensure employees receive proper medical treatment and are returned to full or modified employment at the earliest possible date.

The TPA shall maintain direct contact with medical providers to ensure their reports are received in a timely manner.

The TPA shall arrange medical evaluations when needed, reasonable, and/or requested in compliance with the current California Labor Code.

The TPA shall provide, at the CITY's expense, utilization review and/or professional managed care services on an as-needed basis to injured employee/claimants in compliance with Utilization Review approved guidelines. The use of a service contractor to provide this service is acceptable provided the CITY's approval is first obtained. Such fees will be charged to the applicable claim file and will be paid from the appropriate category as determined by the CITY.

#### 14. Medical Payments

Medical bills will be reviewed by the assigned claims examiner, assistant, or supervisor for correctness, approved for payment, and paid within time limits established by Labor Code. If all or part of the bill is being disputed, the TPA will notify the medical provider, on the appropriate form letter, within time limits established by Labor Code.

The TPA shall ensure that medical bills are reduced to at least the Official Medical Fee Schedule (OMFS) and/or recommended rates established by the Administrative Director of Workers' Compensation. The use of a service contractor is acceptable provided approval is first obtained from the CITY. The CITY shall pay for the use and benefits of the services provided; however, fees charged by the service contractor shall be approved by the CITY prior to the provision of and payment for services. Such fees will be charged to the applicable claim file and will be paid from the appropriate category as determined by the CITY.

#### 15. Transportation Expense

Transportation reimbursement will be mailed within fifteen (15) calendar days of the receipt of the claim for reimbursement. Advance travel expense payments will be mailed to the injured employee at least ten (10) calendar days prior to the anticipated date of travel.

#### 16. Return-to-Work

The TPA shall cooperate with the provision of information to the CITY and the ICRMA's Return-to-Work Coordinator in order to help facilitate a successful return-to-work for injured employees while recovering and prior to their return to regular duties.

#### 17. Permanent Disability

The TPA shall provide information and assistance to injured employees in completing the necessary forms to obtain a permanent disability rating.

The TPA shall determine the nature and extent of permanent disability and arrange for an informal disability rating whenever possible to avoid Workers' Compensation Appeals Board (WCAB) litigation. The TPA shall take advantage of any potential apportionment potential to prior claims, disabilities, and impairments. The TPA shall also advise the CITY of potential credits and penalties to permanent disability benefits should the CITY accommodate permanent/alternative work for at least twelve (12) months. All permanent disability benefit notices shall be sent to the employee as required by the California Labor Code. Copies of benefit notices will be maintained in the applicable claim file.

#### 18. Supplemental Job Displacement (SJDB)

In accordance with all applicable California laws, the TPA shall:

- A. Advise the injured worker of his/her right to SJDB;
- B. Provide appropriate SJDB;
- C. Control SJDB costs;
- D. Attempt to secure the prompt conclusion of SJDB; and
- E. Provide notification to the CITY should work restrictions require permanent or modified alternative accommodations.

#### 19. Diary Review

All claim files shall be reviewed at least every forty-five (45) calendar days for active claims and at least every six (6) months for claims that have settled but are open for the employee's future medical care. The examiner shall distinguish the regular diary review from routine file documentation in the computer notepad. A plan of action will be included and separately labeled in the file notes during a diary review. The plan of action shall include, but not limited to, the employee's current work status, medical status, review of reserves, and future activity to move the claim towards resolution. The TPA shall update the diary reviews on any current "activity" that has occurred since the last file review in the computer notepad. The TPA shall monitor the diary reviews by printing a "No Activity" report each month or an agreed upon timeframe to identify any files that have fallen off the diary system.

#### 20. Plan of Action

Each claim file shall contain the examiner's plan of action for the future handling of that claim. Such plan of action shall be clearly stated including the reasoning for the plan. The plan of action will be updated at least every ninety (90) calendar days and clearly identified in the computer notepad. The initial plan of action will be clearly documented in the computer notepad within fourteen (14) calendar days of the initial claim set-up.

#### 21. Claim Supervision

The TPA shall provide supervisory staff that will regularly review the work product of the examiners. The supervisor shall review at least ten percent (10%) of each examiner's caseload each month to ensure each examiner is following the performance standards outlined in the service contract. In addition, the supervisor shall conduct a regular quarterly review of all open indemnity claims with reserves in

excess of \$100,000 and all problem or complex claims. Such reviews shall be labeled as "Supervisor Review" and clearly documented in the computer notepad.

#### 22. Status Reports

Other than the reports identified in Section 37, "Loss Runs" of this document, claim status reports requested by the CITY, in addition to the regular ninety (90) day status reports referenced in Section 5, "Employer Contact" of this document, shall be provided by the TPA to the respective CITY within ten (10) business days. Verbal status reports requested by the CITY shall be provided by the TPA to the respective CITY within two (2) business days or a timeframe agreed upon by the TPA to the CITY. Computer generated loss data reports requested by the CITY shall be provided by the CITY shall be provided by the CITY shall be provided by the TPA to the respective CITY.

#### 23. Claim Reconciliation

All claim files shall be reconciled to ensure all indemnity payments have been made correctly. The reconciliation should verify that payments were made in the correct amount and from the correct claim file. The physical file should be verified with the computer information. All open claim files shall be reconciled at the time of a request for settlement authorization and at the time of submission for closure. Proof of the reconciliation should remain in the claim file and clearly documented in computer notepad.

#### 24. Settlements

The TPA shall obtain the CITY's authorization on all settlements. The TPA or defense counsel shall forward settlement proposals to the CITY in a format acceptable to the CITY. All requests for settlement authority shall be clear and concise and include a written claim analysis, estimate of permanent disability, and the defense counsel's comments and recommendations. If the settlement exceeds the CITY's self-insured retention, the written settlement proposal shall also be directed to the appropriate representative to provide authority in addition to the CITY's authority.

#### 25. Award Payment

Payments on Awards, computations, or Compromise and Release agreements will be issued within ten (10) business days or sooner if necessary to ensure payment within twenty (20) calendar days of the WCAB approval date, following receipt of the appropriate document.

#### 26. Future Medical Claims

Claims that remain open to monitor future medical care shall remain open for two (2) years from the last payment of benefit. Reviews shall be documented in the claim

notes to include settlement information, future medical care outline, last date and type of treatment, name of excess carrier, excess carrier reporting level, and excess carrier reporting history. Reserves for future medical treatment will be reviewed every six (6) months and adjusted for use over a three (3) year average and the injured employee's life expectancy based on the latest version of the U.S. Life Table. The reason(s) and calculation(s) for the adjustment(s) shall be clearly documented in the computer notepad.

#### 27. Subrogation

In all cases where a third party is responsible for the injury to the employee, the TPA will send a letter to the CITY indicating they will pursue subrogation unless instructed otherwise by the CITY. When the responsible party has been identified, the responsible party shall be contacted within twenty (20) business days with notification of the CITY's right to subrogation and the recovery of certain claim expenses. If the third party is a governmental CITY, a claim shall be filed with the governing Entity within six (6) months of the injury or notice of injury.

Periodic contact shall be made with the responsible third party and/or insurer to provide notification of the amount of the estimated recovery to which the CITY will be entitled.

If the injured worker brings a civil action against the party responsible for the injury, the TPA shall consult with the CITY about the value of the subrogation claim and other considerations. If subrogation rights are waived, TPA shall obtain written authority from the City or Excess carrier, if applicable. Upon the CITY's authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action. Upon assignment of the case to an authorized subrogation attorney, the TPA shall request a "not to exceed" estimate of fees for The fees shall be authorized by the CITY prior to such representation. commencement of work by counsel. Should the "not to exceed" fees be reached, the TPA shall be responsible for obtaining continuing authority prior to incurring additional costs. Such contact with the CITY shall be documented in the computer Should the costs exceed the estimated fees without proper verbal notepad. authority from the CITY, the TPA may be responsible for reimbursement the CITY for the additional cost(s).

Whenever practical, the TPA should take advantage of any settlement in a civil action by attempting to settle the workers' compensation claim by means of a Third Party Compromise and Release. If such attempt does not succeed, then every effort should be made through the WCAB to offset claim expenses through a credit against the proceeds from the employee's civil action.

#### 28. Litigated Cases

TPA shall promptly initiate investigation of issues identified as material to potential litigation. The CITY shall be alerted to the need for an outside investigation as soon as possible and the examiner shall appoint an investigator who is acceptable to the CITY. The CITY shall be kept informed on the scope and results of all investigations.

When defense counsel is not necessary, the TPA shall work closely with the applicant's attorney in informal disposition of litigated cases. All assignments to outside counsel will be done with the CITY's authorization and consent. The TPA shall prepare clear and concise litigation referrals to outside counsel outlining the issues of the claim and duties that will be handled by defense counsel. Such referral will be documented in the TPA's computer notepad. In conjunction with the CITY, the TPA shall monitor the outside counsel's progress. The TPA shall audit all defense counsel's bills before payment is authorized. Defense counsel shall provide to the TPA, with a copy to the CITY, an initial case analysis and a plan of action within ten (10) business days of the assignment.

All preparation for a trial shall involve the CITY so that all material evidence and witnesses are utilized to obtain a favorable result for the defense.

The TPA's manager, supervisor, or the examiner shall attend WCAB hearings, rehabilitation hearings, other court proceedings, meetings with defense counsel, and meetings with the CITY's staff, departments, and employee groups as necessary and as requested to do so.

#### 29. Fraudulent Claims

Any claim believed to be fraudulent shall be referred to TPA's in-house special investigation unit for further investigation and potential referral to the District Attorney. If TPA does not have an in-house special investigation unit, the claim will be referred to an investigator, with the CITY's prior approval, to conduct further investigation.

#### 30. Excess Insurance

Cases that have the potential to exceed the CITY's self-insured retention shall be reported in accordance with the reporting criteria established by the excess insurance policies. All cases that meet the established reporting criteria are to be reported within five (5) business days of the day on which it is known the criterion is met.

#### 31. Penalties

Late payment of all benefits must include the self-imposed penalty in accordance with California law. The TPA will provide the CITY a quarterly listing of any

administrative penalties paid the quarters ending March 31, June 30, September 30, and December 31, which were the responsibility of the TPA, and a check from the TPA payable to the CITY for reimbursement. The check and report shall be submitted to the CITY by the 20<sup>th</sup> of the following month after the quarter ends.

#### 32. Case Closure

The supervisor shall review all inactive medical only files open beyond ninety (90) days from the date of entry by the TPA for potential closure or conversion to indemnity status. Inactive is defined as those claims with no payment, reserve, or file note activity during the prior sixty (60) days. Claims with \$5,000 or more paid-to-date on any medical only claim open beyond one-hundred-eighty (180) calendar days from the date of TPA entry shall be converted to indemnity status and a reasonable, precautionary indemnity reserve placed on the claim. All indemnity cases, where permanent disability is not an issue, will be closed within sixty (60) calendar days of the final financial transaction or final correspondence to the injured worker as required by law. All indemnity claims, where permanent disability is an issue, will remain open for two (2) years from the last payment of benefit and then closed within sixty (60) calendar days of that date.

#### 33. <u>Forms</u>

The TPA shall provide all forms necessary for the processing of benefits or claims information including the Employer's Report of Occupational Injury or Illness, DWC Form 1, medical service orders, return-to-work slips, lost time information reports, vouchers, checks, and other related forms. The cost of providing these forms shall be included within the contract price set forth in the service agreement.

#### 34. Claims Reporting

The TPA shall, at its expense, provide to the CITY by the tenth (10<sup>th</sup>) of each month a written summary report showing the number of claims reported during the prior month, separated by category (i.e. indemnity or medical only), the number of claims closed during the prior month, separated by category, and any medical cost savings. This report shall show a comparison of the same information for the same month for the prior year.

The TPA shall maintain all loss information as required by the Workers' Compensation Insurance Rating Bureau.

The TPA shall assist in the preparation of all reports that are now, or will be required by the State of California or other government agencies with respect to selfinsurance programs. The TPA will also assist in the preparation of all reports or databases required by the California Institute for Public Risk Analysis (CIPRA) or other statistical database organizations.

#### 35. Record Retention

All claim files shall be maintained in accordance with statutory time requirements and the CITY's Record Retention Policy. The CITY shall be notified prior to any destruction of files to determine if the CITY wishes to retain the claim file.

#### 36. <u>Computer Access</u>

The TPA shall provide online access at no additional charge to the CITY and/or designated representatives. Such data shall be in a format accessible from the Administrator's computers and will permit the Administrator to print copies of the data on its printers. The TPA shall provide training for use of the computer system at no additional charge.

#### 37. Loss Runs

The TPA shall, at its expense, by the tenth (10<sup>th</sup>) calendar day of the following month, unless otherwise specified below:

- A. Provide the following information monthly to the CITY, as it pertains to their respective claims, electronically, on diskette, or in written format:
  - i. A listing of all open claims showing the employee's name, claim number, date of injury, paid amount, future liability, total incurred, and any amounts recovered;
  - ii. OSHA 300 and 300A logs or a listing of information needed for the CITY to complete the OSHA 300 and 300A logs. The logs or report shall include claims where temporary disability benefits were paid during the applicable month showing the paid-to-date amounts, from and through dates of temporary disability benefits paid, claim number, and date of injury; and
  - iii. A summary listing by fiscal year to include, but not limited to, paid to date amounts, future liability or reserve amounts, total incurred amounts, number of open claims, number of closed claims, and average cost per claim.

Provide other special reports required of the CITY including, but not limited to, loss trend reports, claim abstract reports, reports required by actuaries, excess insurance carriers, etc., provided that such reports do not require data elements that have not previously been collected by the TPA. If new programming is required in order to provide such reports, the TPA shall pay at its own expense for new or special programming costs.

Any corrections to the loss runs shall be made within thirty (30) calendar days of the request for correction.

#### 38. Availability of Personnel

The TPA shall maintain at all times, one (1) or more of the examiners assigned to the CITY's claims, or in their absence, the supervisor or management above the supervisory level, to be available by telephone for emergencies through a 24-hour emergency telephone number. The TPA shall provide a toll free telephone number at no additional charge to the CITY.

#### 39. Employer Services

The TPA shall provide special on-site training services annually to the CITY's staff to ensure that the CITY's staff that process workers' compensation claims are effectively carrying out the procedures required for a successful program.

The TPA shall consult annually with the CITY on the establishment and coordination of necessary procedures and practices to meet the needs of the CITY with respect to the administration and processing of claims.

The TPA shall require an examiner to be available and readily respond to the CITY's request for assistance with problem cases, including on-site visits to the CITY.

The TPA shall provide the CITY with information regarding statutes, proposed changes to statutes, and changes to the rules and regulations affecting the City and its responsibility as a legally uninsured workers' compensation authority.

#### 40. Examiner Training

The TPA shall annually certify to the CITY that each claims examiner handling the CITY's claims is in compliance with all legal and regulatory licensing and continuing educational requirements as presently or in the future shall be promulgated and required by the State of California. Such certification for the prior year shall be in the form of a letter to be received no later than April 1 of each year.

#### 41. Right to Audit or Review

The CITY or its designated representative is authorized to visit the TPA's processing and/or storage premises, for purpose of performing an annual claims audit or quarterly file reviews, and have access to all data, including paper/digital documents, microfilm, microfiche, and magnetically stored data which relate to payments or nonpayments made by the CITY. The CITY or its designated representative will provide the TPA with at least thirty (30) days advance notice. Any assistance or service provided in response to a claims audit described above will be rendered at no additional cost to the CITY.

Within 30 days of each audit or review, the CITY and the TPA shall receive a letter from the auditor or the reviewer which summarizes the outcome of each audit or

review. Should the TPA fail to meet the minimum acceptable audit score, based on an overall total score versus individual category scores, the outcome letter will suggest that the CITY and the TPA discuss the results and develop as performance improvement plan. Should two consecutive audits or reviews results in a less than satisfactory score, the auditor or reviewer shall arrange a meeting with the CITY involved and the TPA within 30 days of the second audit or review to discuss the audit results and outline a plan for performance improvement.

#### 42. Conflict of Interest

The TPA shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this AGREEMENT. If, during any given year, the TPA receives compensation from any party for services included in the service agreement, such as bill review services, Utilization Review, managed care, or investigations, the TPA shall disclose total compensation received in prior year. Such disclosure shall be in the form of a letter and shall be received by the CITY no later than April 1 of each year.

#### 43. Confidentiality of Information

All data, documents, or other information developed or received, verbally or in writing, in performance of the agreement between the TPA and the CITY are confidential and not to be disclosed to any person except as authorized by the CITY, the TPA, or as required by law.

It is TPA's responsibility to develop and implement processes and procedures relating to the protection of the CITY's electronic data, including a suitable security and back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention, as per the standards for Accreditation with Excellence by the California Association of Joint Powers Authorities (CAJPA).

#### FINANCIAL MANAGEMENT

The CITY shall establish a Workers' Compensation Trust Fund, of which the TPA shall be designated co-trustee. The TPA shall make all indemnity, medical, legal and other allocated loss expense from this trust fund. Payment authorization limits and payment policies will be established by the CITY and reviewed from time to time with the TPA. The TPA's monthly service fee shall not be paid from the trust fund.

The trust fund shall contain sufficient funds to enable the TPA to make timely payments of claims, allocated loss expenses, and other amounts the TPA is authorized to make on behalf of the CITY. To comply with the positive pay requirements, the TPA shall electronically submit the information required by the CITY's financial institution on a daily, weekly or monthly basis. The submissions will be at no additional cost to the

CITY. The CITY and the TPA shall determine an individual payment threshold which would require immediate notification to the CITY prior to the release of funds.

The TPA shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by the CITY that relate to each claim. The TPA shall maintain adequate records of services provided in sufficient detail to permit an evaluation of performance and services under this RFP. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

#### PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the CITY with a thorough proposal using the following guidelines:

Proposal should be typed using a 12-point font size, including transmittal letter and resumes of key people, Index/Table of Contents, tables, charts, and graphic exhibits. 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:

#### A. <u>Vendor Application Form and Cover Letter</u>

A cover letter, not to exceed 2 pages in length, should summarize key elements of the proposal. The name, title, address, and telephone number of the individual(s) with authority to bind the proposal during the period in which the CITY is evaluating the proposal. The letter must stipulate that the proposal price will be valid for a period of at least 120 days. The proposal shall also identify the legal form of the firm, (i.e. sole proprietor, partnership, corporation, etc.). If the firm is a corporation, the cover letter shall identify the state in which the firm was incorporated. A principal of the firm or other person fully authorized to act on behalf of the firm shall sign the cover letter.

#### B. 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 of this RFP. Please indicate whether the proposer can comply with the Scope of Work as outlined. If the proposer is unable to comply with a specific performance objective, please indicate which objective cannot be complied with and the reason(s) the objective cannot be met.

## C. <u>Methodology Section</u>

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity 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.

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

#### D. Staffing

Identify the personnel, including supervisory and management, who would be assigned to administer CITY's claims. In addition, provide detailed responses to the following:

- The position each individual occupies; education, years and type of experience of each individual (attach a resume or curriculum vitae); and experience each individual has adjusting California public or private selfinsured agency claims.
- The length of time each individual has been with the proposer; percentage of time each individual is in the office versus the field; and caseload for every person assigned to handle any portion of CITY's claims.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the CITY for approval before they begin work.

#### E. Qualifications

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

• The names and background of principal owners, partners, or officers including a resume detailing experience.

- The length of time the firm has been in business of administering workers' compensation claims, bill review, utilization review and/or managed care.
- Summary of your firm's or entity's demonstrated capability providing the services being requested in this RFP.
- Provide a list of three (3) clients for which similar types of claims-related services are currently provided. Please indicate the client name, client contact, title, phone number and email address, other than the CITY, whom the CITY can contact to discuss the proposer's performance.
- Provide a list of clients who have cancelled their contracts with your company during the past twenty-four (24) months.
- Describe how your firm ensures compliance with workers' compensation statutes and rules and regulations promulgated by the Department of Industrial Relations.
- Identify any owned ancillary services.
- Please describe any services not previously covered which you believe may be of particular value to the CITY, such as provider and facility networks, on-line access to claims files, litigation management, etc.
- In compliance with MMSEA Section 111 Medicare Secondary Payor Mandatory Reporting, the CITY requires the selected third party administrator to be registered with the Centers for Medicare and Medicaid Reporting Services (CMS) as the Account Manager for the Joint Powers Association (JPA). The proposer will provide verification of their intention to register as the Account Manager and provide detailed information on their plan to provide necessary data to CMS within the required timeframes. Please specify any ancillary vendors which will be utilized for the transmission of data, any contractual arrangements between the proposer and the ancillary vendor and any associated costs above the TPA claims administration costs for assuming the Account Manager responsibilities and data transmission as outlined by CMS.
- Samples of computer-generated reports must accompany the proposal.
- F. Fee Proposal
  - Please quote a flat annual rate for each year of a three (3) year contract with two (2) one year options to renew for claims administration.

- Please indicate any additional fees for Utilization Review, Bill Review and/or Managed Care.
- Please indicate any additional fees or fee adjustment for unbundling of Utilization Review, Bill Review and/or Managed Care.
- Please indicate any additional fees for data conversion and on-line access.
- It is expected that there will be approximately 180 open files that will be transferred to the new TPA. The proposer must state whether the cost of handling these existing open files are included in the flat annual fee quoted. If not, then proposer shall indicate the costs for these existing open files.
- The proposal should expressly state that the offer, including all pricing proposals, will remain in effect until at least 120 days. In addition, all information presented in your proposal will be considered binding when a contract is developed (unless otherwise modified and agreed to by both parties during subsequent negotiations).
- G. Disclosure

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

H. Sample Agreement

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form 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.

## 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.

#### Number of Proposals

Submit one original, four (4) hard copies plus one copy on labeled media in searchable PDF format as a single document (optimized and compressed). Label must contain the Company name, the RFP number and Title (i.e., RFP 1044-15, Workers Comp. TPA).

#### Insurance Requirements

The TPA must agree to indemnify, hold the CITY harmless, and defend the CITY from all claims and legal action for damages arising from their performance under the agreement.

Prior to and during the performance of the contract, the TPA shall maintain at its own expense the following minimum insurance coverage:

- 1. Commercial General Liability insurance in an amount no less than \$1,000,000 per occurrence.
- 2. Business Automobile Liability insurance in an amount no less than \$1,000,000 per accident.
- 3. Workers' Compensation insurance meeting all statutory benefit requirements of the Labor Code of the State of California and Employers Liability insurance with a minimum of \$1,000,000 per claim.
- 4. Professional Errors & Omissions insurance with a minimum of \$5,000,000 limit per claim.
- 5. Crime bond covering the misappropriation of CITY funds.

Insurance shall be primary with regards to any claim for damages arising out of the work performed under a service agreement. The CITY, its officers, agents, and employees shall be named as additional insureds under the Commercial General Liability policy. The TPA shall disclose its self-insured retentions on each of the required policies. The insurer shall provide 30 days written notice to the CITY regarding non-renewal, expiration or any changes in coverage. Appropriate insurance certificates and endorsements shall be provided to the CITY for review and approval prior to execution of a service agreement. All insurance carriers must have an A.M. Best rating of A-, VII or higher or otherwise meet CITY approval.

All insurance documents are to be sent to:

Human Resources Attn: Christine Tomikawa, Risk Manager City of Manhattan Beach 1400 Highland Avenue, Manhattan Beach, CA 90266

### **EVALUATION AND SELECTION**

The City will select Vendors for an interview which will be based on the contents of the written proposal. If an award is made, the proposal will be evaluated and rated according to the following selection criteria (in no particular order):

- Understanding of the work required, and quality and responsiveness of the proposal.
- Firm's qualifications and experience, established record of consistent professional service and reputation within the industry.
- Qualifications, experience and availability of proposed staff.
- Recent experience in successfully performing similar services.
- Fee proposal.
- Cost effectiveness of medical and legal cost containment services and activities
- Ability to meet insurance requirements.
- Reference checks from clients, particularly from other self-insured groups, either private or public.
- Overall cost-benefit advantages.

Late proposals will not be accepted.

The TPAs whose proposals are selected as finalists for consideration may be asked to appear, at their own expense, before an evaluation panel to discuss their proposal.

Questions or comments concerning the RFP should be directed to Gwen Eng, Purchasing Manager, at geng@citymb.info by end of business, May 28, 2015.

All proposals, whether selected or rejected, shall become the property of the CITY. Proposals may not be submitted by fax machine or email.

#### **Bidder Must Make Thorough Investigation**

It is the bidder's responsibility to examine the location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the CITY based upon ignorance of the nature and requirements of the project, misapprehension of the site conditions, or misunderstanding of the specifications or contract provisions.

## Acceptance of Conditions

By submitting a bid proposal, each bidder expressly agrees to and accepts the following conditions.

- a. All parts of the Instructions to Bidders and Specifications will become part of the contract between the selected bidder and the CITY.
- b. The CITY may require whatever evidence is deemed necessary relative to the bidder's financial stability and ability to perform this project.
- c. The CITY reserves the right to request further information from the bidder, either in writing or orally, to establish any stated qualifications.
- d. The CITY reserves the right to solely judge the bidder's representations, and to solely determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. The bidder, by submitting a bid or proposal, expressly acknowledges and agrees that the judgment of the CITY as to whether or not the bidder is qualified to perform the project shall be final, binding, and conclusive.

## **General Conditions**

The CITY will not reimburse respondents to this RFP for any costs incurred in the preparation and submittal of the proposals. Further, the request does not obligate the CITY to accept or contract for any expressed or implied services. The CITY reserves the right to:

- Request any firm/person submitting a proposal to clarify its proposals during the selection phase;
- Negotiate the project schedule and reasonable costs with the selected vendor;
- Modify or alter any requirements herein, and;
- Identify additional tasks to be accomplished prior to establishing a formal contractual agreement.

## **Contract Termination**

The CITY may terminate for no cause at any time upon thirty (30) calendar days advance written notice, delivered as certified mail by the United States Postal Service.

## Payment and Invoicing

Contractor shall submit a monthly invoice in duplicate to the City of Manhattan Beach, 1400 Highland Ave., Manhattan Beach, CA 90266. Invoice shall be submitted on standard company forms and shall state (1) invoice number, (2) invoice date, (3) invoice period, (4) a brief description of work or services, (5) the purchase order number, (6) total amount requested. Payment will be made after approval of the invoices by Contract Administrator, subject to the routine processing requirements of the CITY.

## SIGNATURE PAGE

The undersigned has checked carefully the entire Request for Proposal #1044-15, Workers Compensation Third Party Administrator. By signing this document, I attest that I am authorized to contractually bind the company listed, and will meet the Proposal requirements if awarded a contract.

Dated this	day of	 _	
Name Printed:		 	-
Signature:		 	-
Title:		 	-
Company Name:		 	-
Business Address:		 	-
City, State, Zip Code:		 	
Telephone Number:		 	-
Fax Number:		 	-
E-mail:		 	_

In order to ensure proper delivery, please label the outermost envelope of your submittal. The below is provided for your convenience:

		(Cut here)	
ſ	RFP#:	1044-15	 

KFP#:	1044-15
DESCRIPTION:	Workers Compensation
	Third Party Administrator
CUT-OFF DATE:	Wednesday, June 25, 2015
CUT-OFF TIME:	3:00 P.M.
DATED MATERIAL-D	ELIVER IMMEDIATELY

# Appendix A – Summary of Claims Activity at Adminsure

## City of Manhattan Beach Workers' Compensation Claims Summary by Year For Month Ending 03/31/2015

Policy Period by Date of Injury	Open	Total Claims	Days Lost	Paid This Period	Incurred This Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
1973/1974	0	3	0.00	0.00	0.00	100,094.42	0.00	100,094.42	0.00	100,094.42
1974/1975	0	4	0.00	0.00	0.00	65,089.87	0.00	65,089.87	3,500.00	61,589.87
1975/1976	0	5	0.00	0.00	0.00	147,509.74	0.00	147,509.74	31,833.00	115,676.74
1976/1977	1	1	0.00	0.00	0.00	80,778.53	6,184.81	86,963.34	0.00	86,963.34
1977/1978	0	2	0.00	0.00	0.00	320,081.18	0.00	320,081.18	131,990.50	188,090.68
1978/1979	1	5	0.00	376.45	0.00	168,167.22	83,944.52	252,111.74	19,520.72	232,591.02
1979/1980	1	5	0.00	7,168.17	0.00	297,468.74	150,585.72	448,054.46	150,820.94	297,233.52
1980/1981	0	70	0.00	0.00	0.00	342,402.25	0.00	342,402.25	154,291.10	188,111.15
1981/1982	0	75	0.00	0.00	0.00	236,130.78	0.00	236,130.78	0.00	236,130.78
1982/1983	0	79	0.00	0.00	0.00	294,272.83	0.00	294,272.83	19,000.00	275,272.83
1983/1984	0	73	0.00	0.00	0.00	120,577.78	0.00	120,577.78	0.00	120,577.78
1984/1985	1	64	0.00	349.14	0.00	214,320.86	31,527.75	245,848.61	122.88	245,725.73
1985/1986	0	62	104.00	0.00	0.00	599,763.53	0.00	599,763.53	196,645.87	403,117.66
1986/1987	0	30	0.00	0.00	0.00	56,744.44	0.00	56,744.44	0.00	56,744.44
1987/1988	0	53	0.00	0.00	0.00	222,965.40	0.00	222,965.40	35,325.70	187,639.70
1988/1989	0	49	0.00	0.00	0.00	144,345.85	0.00	144,345.85	390.81	143,955.04
1989/1990	1	46	33.00	12,830.99	0.00	1,121,647.36	491,165.32	1,612,812.68	360,193.97	1,252,618.71
1990/1991	1	55	1042.00	0.00	0.00	599,317.08	43,508.76	642,825.84	5,355.43	637,470.41
1991/1992	1	30	306.00	0.00	0.00	218,302.70	21,258.95	239,561.65	1,708.09	237,853.56
1992/1993	0	45	416.00	0.00	0.00	185,371.33	0.00	185,371.33	0.00	185,371.33
1993/1994	1	45	1603.00	0.00	0.00	657,888.20	71,435.85	729,324.05	281.67	729,042.38
1994/1995	0	53	1012.00	0.00	0.00	403,640.47	0.00	403,640.47	24,067.93	379,572.54
1995/1996	1	59	917.00	0.00	0.00	576,818.75	5,500.00	582,318.75	10,145.78	572,172.97
1996/1997	1	65	1610.00	0.00	0.00	699,383.01	0.00	699,383.01	43,829.09	655,553.92

#### City of Manhattan Beach Workers' Compensation Claims Summary by Year For Month Ending 03/31/2015

Policy Period by Date of Injury	Open	Total Claims	Days Lost	Paid This Period	Incurred This Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
1997/1998	3	55	878.00	2,272.69	0.00	805,687.68	163,123.00	968,810.68	16,835.00	951,975.68
1998/1999	1	71	1747.00	0.00	0.00	664,981.04	5,244.36	670,225.40	23,000.00	647,225.40
1999/2000	5	56	1882.00	804.44	32,619.14	947,610.54	274,578.14	1,222,188.68	15,100.00	1,207,088.68
2000/2001	7	78	2909.00	3,153.62	0.00	1,475,948.65	376,637.62	1,852,586.27	18,180.14	1,834,406.13
2001/2002	11	79	1232.00	549.40	0.00	1,092,275.81	264,550.45	1,356,826.26	2,786.29	1,354,039.97
2002/2003	3	58	1225.00	0.00	0.00	916,601.12	41,671.26	958,272.38	0.00	958,272.38
2003/2004	2	46	2375.00	53.76	0.00	1,198,117.13	80,340.05	1,278,457.18	415.49	1,278,041.69
2004/2005	0	49	2109.00	0.00	0.00	1,188,758.91	0.00	1,188,758.91	28,496.86	1,160,262.05
2005/2006	3	47	2174.00	425.02	0.00	889,971.67	84,835.58	974,807.25	47.60	974,759.65
2006/2007	7	55	3798.00	4,918.71	11,033.04	2,758,860.80	283,785.58	3,042,646.38	0.00	3,042,646.38
2007/2008	9	41	1625.00	34,399.67	59,787.20	1,550,769.32	422,785.01	1,973,554.33	5,000.00	1,968,554.33
2008/2009	8	48	1259.00	0.00	0.00	761,104.85	218,735.33	979,840.18	2,060.39	977,779.79
2009/2010	7	41	356.00	1,902.18	0.00	970,526.92	113,338.91	1,083,865.83	2,413.59	1,081,452.24
2010/2011	16	46	2507.00	5,530.00	-20,331.63	1,464,247.84	819,190.38	2,283,438.22	249.32	2,283,188.90
2011/2012	14	52	1965.00	10,800.19	-363.54	1,163,949.57	424,986.29	1,588,935.86	1,487.96	1,587,447.90
2012/2013	23	48	2994.00	25,666.28	7,307.39	3,017,391.52	1,793,628.27	4,811,019.79	3,898.52	4,807,121.27
2013/2014	28	49	1581.00	69,052.13	51,842.22	997,656.44	618,074.11	1,615,730.55	0.00	1,615,730.55
2014/2015	23	32	963.00	94,606.55	43,169.33	467,991.39	622,108.82	1,090,100.21	0.00	1,090,100.21
Grand Total:	180	1929		274,859.39	185,063.15	30,205,533.52	7,512,724.84	37,718,258.36	1,308,994.64	36,409,263.72

## City of Manhattan Beach Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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: Community De	velopment								
1		Indemnity	07/16/2010	Medical .	0.00	11,849.34	10,255.27	22,104.61	0.00
	Open	W017	44.00	TD	0.00	3,267.76	0.00	3,267.76	0.00
		W17011		PD	0.00	1,380.00	0.00	1,380.00	0.00
100 March 100 Ma				Rehab	0.00	2,307.30	0.00	2,307.30	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	197.54	3,021.39	3,218.93	0.00
				Total	0.00	19,001.94	13,276.66	32,278.60	0.00
		Indemnity	05/06/2014	Medical	0.00	6,066.71	2,158.29	8,225.00	0.00
	Open	W017	0.00	TD	0.00	0.00	3,223.92	3,223.92	0.00
		W17011		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	1,174.89	1,056.19	2,231.08	0.00
				Total	0.00	7,241.60	6,438.40	13,680.00	0.00
			Org1 Desc 2	Medical	0.00	17,916.05	12,413.56	30,329.61	0.00
				TD	0.00 ·	3,267.76	3,223.92	6,491.68	0.00
				PD	. 0.00	1,380.00	0.00	1,380.00	0.00
				Rehab	0.00	2,307.30	· 0.00	2,307.30	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	1,372.43	4,077.58	5,450.01	0.00
				Org1 Desc	0.00	26,243.54	19,715.06	45,958.60	0.00

# City of Manhattan Beach

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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: Community Se	rvices (Parking Control)								
<i>t</i> :	Re-Open	Future Medical W0135	03/22/2009 9.00	Medical TD PD Rehab Other Indemnity Legal Expense Other Expense Total	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	6,203.09 668.97 1,759.50 0.00 0.00 876.25 1,509.58 11,017.39	58,978.09 0.00 0.00 0.00 0.00 0.00 11,496.07 70,474.16	65,181.18 668.97 1,759.50 0.00 876.25 13,005.65 81,491.55	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
			Org1 Desc 1	Medical TD PD Rehab Other Indemnity Legal Expense Other Expense Org1 Desc	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	6,203.09 668.97 1,759.50 0.00 0.00 876.25 1,509.58 11,017.39	58,978.09 0.00 0.00 0.00 0.00 0.00 11,496.07 70,474.16	65,181.18 668.97 1,759.50 0.00 876.25 13,005.65 81,491.55	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0

#### City of Manhattan Beach

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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: Finance									
		Medical Only	02/09/2015	Medical	634.72	634.72	4,365.28	5,000.00	0.00
	Open	W012	0.00	TD	0.00	0.00	0.00	0.00	0.00
h in the second s		W12051		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
			and the second second	Other Expense	139.06	139.06	860.94	1,000.00	0.00
				Total	773.78	773.78	5,226.22	6,000.00	0.00
		Indemnity	12/10/2008	Medical	0.00	40,733.49	29,222.27	69,955.76	0.00
	Open	W012	242.00	TD	. 0.00	27,245.85	10,144.32	37,390.17	0.00
		W12011		PD	0.00	13,915.00	0.00	13,915.00	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	9,640.43	19,009.34	28,649.77	0.00
				Total	0.00	91,534.77	58,375.93	149,910.70	0.00
		Indemnity	. 09/22/2014	Medical	0.00	667.95	5,392.05	6,060.00	0.00
	Open	W012	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W12011		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	57.99	1,962.01	2,020.00	0.00
				· Total.	0.00	725.94	7,354.06	8,080.00	0.00
		Indemnity	08/01/2014	Medical	0.00	0.00	7,500.00	7,500.00	0.00
	Open	W012	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W12051		PD	0.00	0.00	0.00	0.00	0.00
				· Rehab	0.00	0.00	0.00	0.00	0.00
1				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	118.53	3,881.47	4,000.00	0.00
				Total	0.00	118.53	11,381.47	11,500.00	0.00

#### City of Manhattan Beach

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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 4	Medical	634.72	42,036.16	46,479.60	88,515.76	0.00
				TD	0.00	27,245.85	10,144.32	37,390.17	0.00
				PD	0.00	13,915.00	0.00	13,915.00	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	139.06	9,956.01	25,713.76	35,669.77	0.00
				Org1 Desc	773.78	93,153.02	82,337.68	175,490.70	0.00

# City of Manhattan Beach Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

ıjury	Case No. Status	Claim Type Department	Injury Date Days Lost Closing Date		Paid this Period	Paid	Outstanding	Incurred	Recovery
<i>F</i> ire						152			
	Open	Future Medical	06/05/2002	Medical	0.00	24,179.50	16,238.60	40,418.10	0.00
	Oheiri	W016	38.00	TD	0.00	10,407.31	0.00	10,407.31	0.00
k		W16041		PD	0.00	46,580.04	. 0.00	46,580.04	0.00
				Rehab	. 0.00	0.00	0.00	40,580.04	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	185.39	1,567.30	1,752.69	0.00
				Total	0.00	81,352.24	17,805.90	99,158.14	0.00 0.00
		Future Medical	07/15/1999	Medical	0.00	70 005 40			
	Open	W016	196.00	TD	0.00	79,805.49	55,919.73	135,725.22	0.00
		W16041		PD		42,447.88	0.00	42,447.88	0.00
				Rehab	· 0.00 0.00	10,948.00	0.00	10,948.00	0.00
				Other Indemnity	0.00	5,412.22	0.00	5,412.22	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	7,173.73	0.00	7,173.73	0.00
				Total	0.00	2,683.34	11,397.67	14,081.01	0.00
				Total	0.00	148,470.66	67,317.40	215,788.06	0.00
	Open	Future Medical	02/21/2001	Medical	212.50	7,389.15	6,737.50	44 400 00	Tel at read
The Lord Constitution	Open	W016	0.00	TD	0.00	0.00	0.00	14,126.65	0.00
		W16041		PD	0.00	7,370.00	0.00	0.00 7,370.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	20,000.00	0.00	20,000.00	0.00
				Legal Expense	0.00	0.00	0.00		0.00
				Other Expense	19.00	296.36	1,371.00	0.00 1,667.36	0.00
				Total	231.50	35,055.51	8,108.50	43,164.01	0.00 0.00
J		Indemnity/Future	02/17/2001	Medical				10,101.01	0.00
	Open	W016	71.00	TD	. 676.46	27,891.32	54,381.39	82,272.71	0.00
		W16041	11.00	PD	0.00	14,453.71	0.00	14,453.71	0.00
			CONTRACTOR -		0.00	66,631.33	0.00	66,631.33	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	243.52	18,816.83	37,161.16	55,977.99	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	179.79	459.03	11,696.94	12,155.97	0.00
				Total	1,099.77	128,252.22	103,239.49	231,491.71	0.00

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Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
		Future Medical	04/19/2000	Medical	53.98	22,349.95	14,080.10	36,430.05	0.00
	Re-Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		PD	0.00	840.00	0.00	840.00	0.00
J				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	2.16	315.42	2,662.83	2,978.25	0.00
				Total	56.14	23,505.37	16,742.93	40,248.30	0.00
		Future Medical	05/03/2001	Medical	. 347.08	117,749.41	62,966.85	180,716.26	0.00
	Open	W016	6.00	TD	0.00	1,068.12	0.00	1,068.12	0.00
		W16041		PD	0.00	4,795.00	0.00	4,795.00	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	518.00	0.00	518.00	0.00
				Other Expense	57.71	1,703.63	10,266.06	11,969.69	0.00
				Total	404.79	125,834.16	73,232.91	199,067.07	0.00
		Future Medical	02/14/2002	Medical	0.00	16,920.79	22,898.14	39,818.93	0.00
	Open	W016	0.00	TD	0.00	0.00	. 0.00	0.00	0.00
		W16041		PD	0.00	3,780.00	0.00	3,780.00	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	409.61	3,847.49	4,257.10	0.00
				Total	0.00	21,110.40	26,745.63	47,856.03	0.00
		Future Medical	11/17/2010	Medical	0.00	2,344.34	4,072.29	6,416.63	0.00
	Re-Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		· PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
Annual International Annual State				Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expense	0.00	2,208.25	0.00	2,208.25	0.00
				Other Expense	0.00	307.62	856.11	1,163.73	0.00
				Totai	0.00	4,860.21	4,928.40	9,788.61	0.00
		Indemnity	07/19/2012	Medical	3,457.94	139,227.95	36,450.00	175,677.95	0.00
	Open	W016	89.00	TD ·	0.00	49,967.26	. 0.00	49,967.26	0.00
		W16041	the state of the second	PD	8,247.80	27,374.72	89,602.78	116,977.50	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	168.10	36,622.39	. 12,180.00	48,802.39	0.00
				Total	11,873.84	253,192.32	138,232.78	391,425.10	0.00

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
		Indemnity	02/04/2013	Medical	318.00	24,294.91	43,708.26	68,003.17	0.00
	Open	W016	322.00	TD	0.00	166,118.57	54,619.71	220,738.28	0.00
		W16041		PD	0.00	0.00	16,215.00	16,215.00	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	169.12	11,742.73	15,736.05	27,478.78	0.00
				Total	487.12	202,156.21	130,279.02	332,435.23	0.00
		Indemnity	12/08/2013	Medical	0.00	18,707.04	25,334.04	44,041.08	0.00
	Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		PD	0.00	0.00	5,520.00	5,520.00	0.00
L				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	10,555.68	5,100.03	15,655.71	0.00
				Total	. 0.00	29,262.72	35,954.07	65,216.79	0.00
		Indemnity	05/05/2014	Medical	0.00	1,452.36	1,547.64	3,000.00	0.00
L	Open	W016	16.00	TD	0.00	7,790.24	0.00	7,790.24	0.00
		W16041		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
			- tarren in a line.	Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	499.84	500.16	1,000.00	0.00
				Total	0.00	9,742.44	2,047.80	11,790.24	0.00
	A DECEMBER OF	Indemnity	02/07/2011	Medical	0.00	22,487.53	24,679.06	47,166.59	0.00
	Open	W016	156.00	TD	0.00	76,397.50	4,845.39	81,242.89	0.00
		W16041	•	PD	0.00	6,052.32	0.00	6,052.32	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	1,055.93	6,729.57	7,785.50	0.00
				Total	0.00	105,993.28	36,254.02	142,247.30	0.00
		Indemnity	12/28/2012	Medical	0.00	18,444.49	19,055.51	37,500.00	0.00
	Open	W016	227.00	TD	0.00	156,030.52	0.00	156,030.52	0.00
		W16041		PD	0.00	0.00	4,830.00	4,830.00	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	6,756.08	4,525.98	11,282.06	0.00
				Total	0.00	181,231.09	28,411.49	209,642.58	0.00

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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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
on Tr		Indemnity	11/01/2010	Medical	0.00	13,967.48	21,303.75	35,271.23	0.00
	Open	W016	61.00	TD	0.00	21,955.81	• 0.00	21,955.81	0.00
		W16041		PD	· 0.00	14,168.02	0.00	14,168.02	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
			The second s	Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	300.00	7,101.25	7,401.25	0.00
				Total	0.00	50,391.31	28,405.00	78,796.31	0.00
		Indemnity	08/16/2013	Medical	310.00	5,078.30	1,960.90	7,039.20	0.00
	Open	W016	28.00	TD	0.00	8,614.87	0.00	8,614.87	0.00
		W16041		PD	0.00	0.00	1,380.00	1,380.00	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	1,372.33	1,052.37	2,424.70	0.00
				Total	310.00	15,065.50	4,393.27	19,458.77	0.00
		Future Medical	12/20/2007.	Medical	0.00	845.02	12,196.99	13,042.01	0.00
	Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		PD	0.00	3,519.00	0.00	3,519.00	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	0.00	1,000.00	1,000.00	0.00
				Total	0.00	4,364.02	13,196.99	17,561.01	0.00
		Indemnity/Future	12/20/2007	Medical	0.00	9,663.57	30,336.43	40,000.00	0.00
	Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
P. And A.		W16041		PD	1,380.00	53,535.23	36,452.27	89,987.50	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	17,241.39	0.00	17,241.39	0.00
				Legal Expense	0.00	12,041.85	3,000.00	15,041.85	0.00
		the state of the state of the		Other Expense	0.00	5,819.24	6,067.28	11,886.52	0.00
				Total	1,380.00	98,301.28	75,855.98	174,157.26	0.00
2		Future Medical	04/07/1999	Medical	0.00	1,942.94	4,361.43	6,304.37	0.00
3	Re-Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		PD	0.00	0.00	0.00	0.00	0.00
			14 · · · · · · · · · · · · · · · · · · ·	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	311.39	882.93	1,194.32	0.00
				Total	0.00	2.254.33	5.244.36	7,498.69	0.00

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## City of Manhattan Beach

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
		Indemnity	03/25/2014	Medical	0.00	5,134.58	3,769.10	8,903.68	0.00
	Open	W016	65.00	TD	0.00	32,290.52	9,436.24	41,726.76	0.00
		W16041		PD	920.00	8,542.88	3,709.62	12,252.50	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	1,967.22	875.74	2,842.96	0.00
				Total	920.00	47,935.20	17,790.70	65,725.90	0.00
10 C		Indemnity	11/14/2014	Medical ·	791.81	5,730.32	18,221.18	23,951.50	0.00
1	Open	W016	123.00	TD	9,438.21	61,099.93	25,334.09	86,434.02	0.00
t.		W16041		PD	372.87	372.87	1,367.13	1,740.00	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	202.24	2,651.14	5,240.93	7,892.07	0.00
				Total	10,805.13	69,854.26	50,163.33	120,017.59	0.00
		Indemnity	05/23/2014	Medical	0.00	15,467.16	13,973.63	29,440.79	0.00
	Open	W016	133.00	TD	0.00	45,277.28	0.00	45,277.28	0.00
		W16041		PD	1,160.00	6,339.40	620.60	6,960.00	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	4,443.01	4,710.38	9,153.39	0.00
				. Total	1,160.00	71,526.85	19,304.61	90,831.46	0.00
		Future Medical	09/28/1978	Medical	198.58	119,592.44	69,689.66	189,282.10	0.00
1	Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		PD	0.00	1,156.33	0.00	1,156.33	0.00
in the second				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	-19,520.72
				Legal Expense	0.00 ·	0.00	0.00	0.00	0.00
				Other Expense	177.87	3,856.79	14,254.86	18,111.65	0.00
				Total	376.45	124,605.56	83,944.52	208,550.08	-19,520.72
		Future Medical	11/15/2006	Medical	0.00	1,242.67	8,757.33	10,000.00	0.00
	Re-Open	W0250	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W0000		PD	0.00	0.00	0.00	0.00	0.00
Freedom and				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	210.37	1,789.63	2,000.00	0.00
				Total	0.00	1,453.04	10,546.96	12,000.00	0.00

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Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
		Future Medical	02/08/2010	Medical	0.00	3,912.96	12,992.71	16,905.67	0.00
1	Re-Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
1		W16021		PD	0.00	0.00	0.00	0.00	0.00
L				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	136.51	2,000.00	2,136.51	0.00
				Total	0.00	4,049.47	14,992.71	19,042.18	0.00
1		Indemnity	01/21/2014	Medical	118.72	8,763.04	100.00	8,863.04	0.00
	Open	. W016	0.00	TD	-181,564.08	0.00	0.00	0.00	0.00
		W16041		PD	0.00 .	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
1				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	145.54	5,082.74	25.00	5,107.74	0.00
				Total	-181,299.82	13,845.78	125.00	13,970.78	0.00
F		Indemnity	02/11/2014	Medical	1,216.16	10,109.70	13,315.17	23,424.87	0.00
	Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		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	616.30	0.00	616.30	0.00
				Other Expense	149.61	4,268.38	5,346.58	9,614.96	0.00
				Total	1,365.77	14,994.38	18,661.75	33,656.13	0.00
		Indemnity	03/03/2014	Medical	7,188.88	10,736.18	50,000.00	60,736.18	0.00
	Open	W016	392.00	TD	189,777.84	189,777.84	6,026.56	195,804.40	0.00
all		W16041		PD	7,603.19	7,603.19	7,041.81	14,645.00	0.00
r				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	1,500.00	1,500.00	0.00
				Legal Expense	601.00	6,232.16	9,767.84	16,000.00	0.00
				Other Expense	663.38	8,024.66	15,000.00	23,024.66	0.00
				Total	205,834.29	222,374.03	89,336.21	311,710.24	0.00
	part realization	Future Medical	03/05/2004	Medical	44.28	161,678.72	51,166.59	212,845.31	0.00
	Open	W016	163.00	TD	0.00	62,610.85	0.00	62,610.85	0.00
		W16041		PD	0.00	67,266.00	0.00	67,266.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	12,458.00	0.00	12,458.00	0.00
				Legal Expense	0.00	5,821.08	0.00	5,821.08	0.00
				Other Expense	9.48	36,454.97	10,232.69	46,687.66	0.00
				Total	53.76	346,289.62	61,399.28	407,688.90	0.00

### City of Manhattan Beach

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Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
and the second second		Future Medical	12/12/2005	Medical	0.00	1,726.33	12,240.00	13,966.33	0.00
	Re-Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		PD	0.00	8,362.89	0.00	8,362.89	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	219.75	2,448.00	2,667.75	0.00
				Total	0.00	10,308.97	14,688.00	24,996.97	0.00
		Future Medical	06/06/2001	Medical	0.00	24,637.53	47,843.18	72,480.71	0.00
	Open	W016	10.00	TD	0.00	2,146.45	0.00	2,146.45	0.00
		W16041		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	1,218.75	9,634.64	10,853.39	0.00
				Total	0.00	28,002.73	57,477.82	85,480.55	0.00
		Indemnity	04/02/2010	Medical	447.65	32,901.18	14,670.52	47,571.70	0.00
	Open	W016	141.00	TD	0.00	59,798.15	0.00	59,798.15	0.00
		W16041		PD	0.00	7,877.50	0.00	7,877.50	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	1,781.75	1,218.25	3,000.00	0.00
				Other Expense	156.04	2,590.97	2,252.28	4,843.25	0.00
				Total	60,3.69	104,949.55	18,141.05	123,090.60	0.00
		Indemnity	07/31/2012	Medical	. 0.00	65,977.37	35,054.03	101,031.40	0.00
	Open	W016	217.00	TD	0.00	83,579.17	0.00	83,579.17	0.00
1		W16041		PD	0.00	0.00	3,450.00	3,450.00	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	19,009.46	19,459.14	38,468.60	0.00
				Total	0.00	168,566.00	57,963.17	226,529.17	0.00
		Indemnity	04/15/2014	Medical	0.00	1,820.32	17,537.12	19,357.44	0.00
	Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		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	231.46	5,889.31	6,120.77	0.00
				Total	0.00	2,051.78	23,426.43	25,478.21	0.00

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
		Indemnity	09/07/2014	Medical	396.02	2,658.10	5,950.29	8,608.39	0.00
	Open	W016	7.00	TD	0.00	3,889.08	0.00	3,889.08	0.00
		W16041		PD	. 0.00	0.00	17,545.00	17,545.00	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	62.46	576.58	2,384.74	2,961.32	0.00
				Total	458.48	7,123.76	25,880.03	33,003.79	0.00
		indemnity	03/28/2014	Medical	0.00	0.00	15,956.25	15,956.25	0.00
	Open	W016	0.00	TD ·	0.00	0.00	0.00	0.00	0.00
		W16041		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	146.16	5,318.75	5,464.91	0.00
			1.	Total	0.00	146.16	21,275.00	21,421.16	0.00
	5	Future Medical	03/01/2007	Medical	0.00	42,331.91	29,675.53	72,007.44	0.00
1 -	Open	W016	259.00	TD	0.00	65,852.44	0.00	65,852.44	0.00
		W16041		PD	0.00	11,564.74	0.00	11,564.74	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	1,062.92	0.00	1,062.92	0.00
				Other Expense	0.00	347.58	6,337.82	6,685.40	0.00
				Total	0.00	121,159.59	36,013.35	157,172.94	0.00
		Indemnity	07/24/2010	Medical	0.00	10,502.88	9,153.84	19,656.72	0.00
	Upen	W016	1.00	TD	0.00	298.23	0.00	298.23	0.00
£		W16041		PD	0.00 '	0.00	0.00	0.00	0.00
L				Rehab	. 0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	. 0.00	0.00	0.00
			ing in the second	Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	294.47	4,158.21	4,452.68	0.00
				· Total	0.00	11,095.58	13,312.05	24,407.63	0.00
		Future Medical	01/12/2001	Medical	0.00	18,089.60	10,415.07	28,504.67	0.00
	Re-Open	W016	. 10.00	TD	· 0.00	700.00	0.00	700.00	0.00
		W16011		PD	0.00	1,260.00	0.00	1,260.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
			e e se sette build	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	325.22	2,096.71	2,421.93	0.00
			The up the state of	Total	0.00	20,374.82	12,511.78	32,886.60	0.00

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
		Future Medical	07/26/2001	Medical	294.73	18,114.20	17,255.97	35,370.17	0.00
• • • • • • • • • • • • • • • • • • •	Re-Open	W016	43.00	TD	0.00	9,031.61	0.00	9,031.61	0.00
		W16041		· PD	0.00	20,357.50	0.00	20,357.50	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	94.93	1,648.42	2,129.58	3,778.00	0.00
				Total	389.66	49,151.73	19,385.55	68,537.28	0.00
		Future Medical	08/16/1997	Medical	1,131.50	72,561.35	92,782.88	165,344.23	0.00
	Upen	W016	9.00	TD	0.00	1,403.68	. 0.00	1,403.68	0.00
		W16041		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	84.53	800.24	. 20,597.47	21,397.71	0.00
				Total	1,216.03	74,765.27	113,380.35	188,145.62	0.00
		Future Medical	03/13/2002	Medical	0.00	3,732.99	11,809.52	15,542.51	0.00
;	Re-Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		PD	0.00	2,734.00	0.00	2,734.00	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	229.47	2,217.54	2,447.01	0.00
				Total	0.00	6,696.46	14,027.06	20,723.52	0.00
		Future Medical	03/27/2002	Medical	0.00	20,055.49	14,364.27	34,419.76	0.00
	Open	W016	22.00	TD	0.00	8,059.22	0.00	8,059.22	0.00
		W16041		PD	0.00	14,480.00	0.00	14,480.00	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	44.50	290.46	2,832.38	3,122.84	0.00
				Total	44.50	42,885.17	17,196.65	60,081.82	0.00
		Indemnity	05/07/2011	Medical	0.00	4,835.33	15,164.67	20,000.00	0.00
	Open	W016	33.00	TD	0.00	36,045.82	3,379.28	39,425.10	0.00
		W16041		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	1,377.85	1,923.00	3,300.85	0.00
				Total	0.00	42,259.00	20,466.95	62,725.95	0.00

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Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

Employee's Name Cause of Injury Description of Injury	Case No. Status	Claim Type Department	<ul> <li>Injury Date</li> <li>Days Lost</li> <li>Closing Date</li> </ul>		· Paid this Period	Paid	Outstanding	Incurred	Recovery
		Indemnity	08/19/2011	Medical	1,011.80	9,105.78	15,480.70	24,586.48	0.00
~	Open	W016	2.00	TD	0.00	750.96	1,877.43	2,628.39	0.00
· Internetion		W16041		PD	0.00	0.00	4,830.00	4,830.00	0.00
I ZI II				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	301.96	1,817.74	5,195.54	7,013.28	0.00
				Total	1,313.76	11,674.48	27,383.67	39,058.15	0.00
s - 4		Indemnity	06/05/2013	Medical	0.00	0.00	100.00	100.00	0.00
	оро	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		PD	0.00	0.00	0.00	0.00	0.00
			김 김씨는 것 같아. 영영	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	25.00	25.00	50.00	0.00
				Total	0.00	25.00	125.00	150.00	0.00
		Indemnity	06/05/2013	Medical	0.00	5,371.92	36,628.08	42,000.00	0.00
1	Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		PD	0.00	0.00	114,277.50	114,277.50	0.00
a diretture cara a diretta di la				Rehab	0.00	1,500.00	3,500.00	5,000.00	0.00
				Other Indemnity	0.00	0.00	2,500.00	2,500.00	0.00
				Legal Expense	· 0.00	9,529.95	470.05	10,000.00	0.00
				Other Expense	624.37	5,586.14	17,413.86	23,000.00	0.00
				Total	624.37	21,988.01	174,789.49	196,777.50	0.00
		Indemnity/Future	11/11/2007	Medical	0.00	42,864.18	53,892.68	96,756.86	0.00
·	Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
0		W16041		PD	1,242.00	107,590.46	16,878.64	124,469.10	0.00
C				Rehab	0.00	0.00	. 8,000.00	8,000.00	0.00
				Other Indemnity	0.00	34,285.00	0.00	34,285.00	0.00
				Legal Expense	0.00	29,591.15	574.75	30,165.90	0.00
				Other Expense	0.00	14,835.12	5,973.16	20,808.28	0.00
				Total	1,242.00	229,165.91	85,319.23	314,485.14	0.00
		Indemnity	01/19/2015	Medical	1,474.95	2,760.84	4,880.09	7,640.93	0.00
	Open	W016	48.00	TD	6,218.71	17,562.80	2,927.20	20,490.00	0.00
E ,	A CARLEN AND A CAR	W16031		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	315.15	1,115.64	1,687.51	2,803.15	0.00
				Total	8,008.81	21,439.28	9,494.80	30,934.08	0.00

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Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

or Month Ending 03/31/2015	
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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
		Future Medical	02/15/2007	Medical	0.00	6,609.89	16,073.12	22,683.01	0.00
ч	Re-Open	W016	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W16041		PD	0.00	9,205.45	0.00	9,205.45	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	211.15	3,281.17	3,492.32	0.00
				Total	0.00	16,026.49	19,354.29	35,380.78	0.00
in the second second		Future Medical	06/24/2007	Medical	0.00	29,856.03	37,061.55	66,917.58	0.00
	Open	W016	131.00	TD	0.00	41,230.46	0.00	41,230.46	0.00
		W16041		PD	0.00	21,163.30	0.00	21,163.30	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	801.70	0.00	801.70	0.00
				Legal Expense	0.00	1,932.25	1,306.79	3,239.04	0.00
				Other Expense	0.00	18.38	15,954.00	15.972.38	0.00
				Total	0.00	95,002.12	54,322.34	149,324.46	0.00
		Future Medical	09/08/2010	Medical	0.00	62,982.19	22,837.90	85,820.09	0.00
	Open	W016	104.00	. TD	0.00	31,779.28	0.00	31,779.28	0.00
		W16041		PD	0.00	16,715.25	0.00	16,715.25	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	3,649.75	0.00	3,649.75	0.00
				Legal Expense	0.00	24,802.81	73.21	24,876.02	0.00
				Other Expense	0.00	2,943.20	6,931.00	9,874.20	0.00
				Total	0.00	142,872.48	29,842.11	172,714.59	0.00
		Indemnity	01/02/2012	Medical .	0.00	9,170.22	5,829.78	15,000.00	0.00
3	Open	W016	.75.00	TD	0.00	17,918.83	. 0.00	17,918.83	0.00
and the second of the		W16041		PD	0.00	2,760.00	0.00	2,760.00	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	111.00	1,389.00	1,500.00	0.00
				Total	. 0.00	29,960.05	7,218.78	37,178.83	0.00
		Indemnity	06/13/2012	Medical	0.00	25,131.17	14,498.86	39,630.03	0.00
	Open	W016	265.00	TD	0.00	80,976.37	0.00	80,976.37	0.00
		W16041		PD	0.00	1,173.00	207.00	1,380.00	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	5,699.52	5,083.41	10,782.93	0.00
				Total	0.00	112,980.06	19,789.27	132,769.33	0.00

EXHIBIT B	ΕX	HIB	IT	В
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Workers! Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
		Indemnity	09/19/2013	Medical	57.60	24,283.85	28,606.43	52,890.28	0.00
	Open	W016	204.00	TD	11,549.40	99,319.77	42,072.80	141,392.57	0.00
		W16041		PD	0.00	0.00	4,830.00	4,830.00	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 ·	15.00	0.00	15.00	0.00
				Other Expense	7.64	13,983.37	5,570.90	19,554.27	0.00
				Total	11,614.64	137,601.99	81,080.13	218,682.12	0.00
			Org1 Desc 55	Medical ·	19,748.64	1,435,189.96	1,285,976.31	2,721,166.27	0.00
				TD	35,420.08	1,506,650.53	150,518.70	1,657,169.23	0.00
				PD	20,925.86	562,118.42	328,757.35	890,875.77	0.00
				Rehab	0.00	6,912.22	· 11,500.00	18,412.22	0.00
				Other Indemnity	-243.52	107,252.67	41,161.16	148,413.83	-19,520.72
				Legal Expense	601.00	103.327.20	16,410.89	119,738.09	0.00
				Other Expense	3,635.58	224,144.90	322,200.95	546,345.85	0.00
				Org1 Desc	80,574.68	3,945,595.90	2,156,525.36	6,102,121.26	-19,520.72

EXHIBI	TΒ
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# City of Manhattan Beach Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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: Human Resour	rces								
		Future Medical	04/15/2002	Medical	0.00	10,676.30	30,265.50	40,941.80	0.00
	Re-Open	W013	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W13011		PD	0.00	3,360.00	0.00	3,360.00	0.00
Ł				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	858.51	3,847.06	4,705.57	0.00
				Total	0.00	14,894.81	34,112.56	49,007.37	0.00
		Future Medical	10/16/2007	Medical	536.61	133,249.59	32,130.55	165,380.14	0.00
and the second second second	Open	W013	701.00	TD	0.00	73,578.29	0.00	73,578.29	0.00
		W13011		PD	1,058.00	60,491.82	1,641.46	62,133.28	0.00
1				Rehab	0.00	586.50	7,413.50	8,000.00	0.00
				Other Indemnity	0.00	67.57	0.00	67.57	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	106.75	6,723.10	3,705.12	10,428.22	0.00
				Total	1,701.36	274,696.87	44,890.63	319,587.50	0.00
		Indemnity	11/15/2007	Medical ·	0.00	118,977.11	100.00	119,077.11	0.00
and the second se	Open	W013	36.00	TD	0.00	3,899.12	0.00	3,899.12	0.00
		W13011		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	7,396.02	25.00	7,421.02	0.00
				Total	0.00	130,272.25	125.00	130,397.25	0.00
		Indemnity	09/24/2009	Medical	0.00	3,738.09	500.00	4,238.09	0.00
	Re-Open	W013	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W13011		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	0.00	125.00	125.00	0.00
				Total	0.00	3,738.09	625.00	4,363.09	0.00

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
		Indemnity	11/09/2012	Medical	437.63	17,567.41	63,699.27	81,266.68	0.00
	Open	W013	0.00	TD	0.00	0.00	9,960.84	9,960.84	0.00
	The second second	W13011		PD	0.00	27,271.10	27,008.90	54,280.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	1,958.10	0.00	1,958.10	0.00
				Legal Expense	80.00	13,226.94	4,273.06	17,500.00	0.00
				Other Expense	17.51	10,629.01	. 21,483.53	32,112.54	0.00
				Total	535.14	70,652.56	126,425.60	197,078.16	0.00
			Org1 Desc 5	Medical	974.24	284,208.50	126,695.32	410,903.82	0.00
				TD	0.00	77,477.41	9,960.84	87,438.25	0.00
				PD · ·	1,058.00	91,122.92	28,650.36	119,773.28	0.00
				Rehab	0.00	586.50	7,413.50	8,000.00	0.00
				Other Indemnity	0.00	2,025.67	0.00	2,025.67	0.00
				Legal Expense	80.00	13,226.94	4,273.06	17,500.00	0.00
				Other Expense	124.26	25,606.64	29,185.71	54,792.35	0.00
				· Org1 Desc	2,236.50	494,254.58	206,178.79	700,433.37	0.00

# City of Manhattan Beach Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

# City of Manhattan Beach. Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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: Management S	iervices								
		Indemnity	06/21/2011	Medical	0.00 '	50,522.02	45,454.85	95,976.87	0.00
	Open	W011	343.00	TD .	0.00	46,910.61	0.00	46,910.61	0.00
	Carl Statute	W11021		PD	920.00	3,417.24	62,650.26	66,067.50	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	26,548.30	15,338.42	41,886.72	0.00
				Total	920.00	127,398.17	123,443.53	250,841.70	0.00
		Indemnity	06/21/2011	Medical	0.00	10,698.68	18,324.37	29,023.05	0.00
	Open	W011	5.00	TD	0.00	705.80	0.00	705.80	0.00
		W11021		PD	0.00	2,760.00	0.00	2,760.00	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	1,726.50	6,108.13	7,834.63	0.00
				Total	0.00	15,890.98	24,432.50	40,323.48	0.00
			Org1 Desc 2	Medical	0.00	61,220.70	63,779.22	124,999.92	0.00
				TD	0.00	47,616.41	0.00	47,616.41	0.00
				PD	920.00	6,177.24	62,650.26	68,827.50	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	28,274.80	21,446.55	49,721.35	0.00
				Org1 Desc	920.00	143,289.15	147,876.03	291,165.18	0.00

# City of Manhattan Beach Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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: Parks and Rec	reation								
		Future Medical	07/09/2012	Medical	0.00	3,740.68	5,362.70	9,103.38	0.00
	Open	W014	0.00	TD	0.00	0.00	0.00	0.00	0.00
v		W14011		PD	0.00	0.00	0.00	0.00	0.00
F				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	1,159.00	1,341.00	2,500.00	0.00
				Other Expense	0.00	72.82	2,298.30	2,371.12	0.00
				Total	0.00	4,972.50	9,002.00	13,974.50	0.00
		Indemnity	06/14/2014	Medical	0.00	4,498.44	4,869.06	9,367.50	0.00
	Open	W014	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W14011		PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
10				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	1,611.90	1,667.95	3,279.85	0.00
				Total	0.00	6,110.34	6,537.01	12,647.35	0.00
		Indemnity	12/01/2010	Medical	0.00	87,351.17	96,300.35	183,651.52	0.00
	Open	W014	455.00	TD .	0.00	18,822.69	0.00	18,822.69	0.00
		W14091		PD	1,587.00	37,031.19	23,951.82	60,983.01	0.00
				Rehab	0.00	0.00	8,000.00	8,000.00	0.00
				Other Indemnity	0.00	2,475.00	. 0.00	2,475.00	0.00
				Legal Expense	405.00	10,504.20	4,495.80	15,000.00	0.00
				Other Expense	0.00	8,885.49	7,716.89	16,602.38	0.00
				Total	1,992.00	165,069.74	140,464.86	305,534.60	0.00
		Future Medical	04/16/2012	Medical	0.00	5,018.55	8,746.87	13,765.42	0.00
	Re-Open	W014	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W14011		PD	0.00	690.00	0.00	690.00	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	425.33	2,915.63	3,340.96	0.00
				Total	0.00	6,133.88	11,662.50	17,796.38	0.00

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Workers'	Compensation .	Active	Claims Listed by	Allocation

For Month	Ending	03/31/2015	
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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
		Future Medical	06/08/2001	Medical	1,018.76	226,768.17	74,620.95	301,389.12	0.00
	Open	W014 .	1420.00	TD	0.00	41,327.62	0.00	41,327.62	0.00
		W14011		PD	0.00	9,760.00	0.00	9,760.00	0.00
				Rehab	0.00	16,452.05	. 0.00	16,452.05	0.00
				Other Indemnity	0.00	2,040.00	0.00	2,040.00	0.00
				Legal Expense	0.00	46,057.07	0.00	46,057.07	0.00
				Other Expense	245.93	12,571.74	14,448.56	27,020.30	0.00
				Total	1,264.69	354,976.65	89,069.51	444,046.16	0.00
			Org1 Desc 5	Medical	1,018.76	327,377.01	189,899.93	517,276.94	0.00
				TD	0.00	60,150.31	0.00	60,150.31	0.00
				PD	1,587.00	47,481.19	23,951.82	71,433.01	0.00
				Rehab	0.00	16,452.05	8,000.00	24,452.05	0.00
				· Other Indemnity	0.00	4,515.00	0.00	4,515.00	0.00
				Legal Expense	405.00	57,720.27	5,836.80	63,557.07	0.00
				Other Expense	245.93	23,567.28	29,047.33	52,614.61	0.00
				Org1 Desc	3,256.69	537,263.11	256,735.88	793,998.99	0.00

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Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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: Police									
		Indemnity	11/12/2014	Medical	1,919.12	16,233.30	16,698.70	32,932.00	0.00
	Open	W015	42.00	TD	0.00	19,413.72	45,298.68	64,712.40	0.00
		W15021		PD	0.00	0.00	6.090.00	6,090.00	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	347.10	10.285.17	677.28	10,962.45	0.00
				Total	2,266.22	45,932.19	68,764.66	114,696.85	0.00
		Indemnity	02/03/2015	Medical	2,805.09	2,805.09	5,737.41	8,542.50	0.00
	Open	W015	56.00	TD	6,416.60	9,624.90	9,624.90	19,249.80	0.00
		W15021		PD	0.00	0.00	4,350.00	4,350.00	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	543.45	543.45	2,304.05	2,847.50	0.00
				Total	9,765.14	12,973.44	22,016.36	34,989.80	0.00
		Future Medical	06/01/2012	Medical	0.00	8,185.79	12,581.68	20,767.47	0.00
	Open	W015	133.00	TD	0.00	35,689.34	0.00	35,689.34	0.00
		W15021		PD	0.00	5,533.83	0.00	5,533.83	0.00
			1	Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	1,675.55	0.00	1,675.55	0.00
				Legal Expense	0.00	7,621.00	2,379.00	10,000.00	0.00
			20.10 M 1 1 1 1 1 1	Other Expense	0.00	4,242.10	1,859.33	6,101.43	0.00
				Total	0.00	62,947.61	16,820.01	79,767.62	0.00
10.00		Indemnity	01/17/2015	Medical	679.34	3,613.88	10,420.05	14,033.93	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	. 0.00	0.00	3,450.00	3,450.00	0.00
٠				Rehab	0.00	0.00	0.00	0.00	0.00
			Contraction of the	Other Indemnity	0.00	0.00	0.00	0.00	0.00
				Legal Expense	· 0.00	2,940.35	4,559.65	7,500.00	0.00
				Other Expense	281.75	4,271.83	4,584.92	8,856.75	0.00
				Total	961.09	10,826.06	23,014.62	33,840.68	0.00

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
10.36		Future Medical	09/17/2008	Medical	0.00	296.96	7,500.00	7,796.96	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	0.00	0.00	0.00	0.00
F				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	1,201.75	0.00	1,201.75	0.00
				Other Expense	0.00	12.50	1,487.50	1,500.00	0.00
				Total	0.00	1,511.21	8,987.50	10,498.71	0.00
		Indemnity/Future	11/05/2012	Medical	190.50	12,331.58	73,602.41	85,933.99	0.00
	Open	W015	0.00	TD	. 0.00	0.00	0.00	0.00	0.00
1		W15021		PD	920.00	28,347.51	39,559.99	67,907.50	0.00
				Rehab	0.00	0.00	10,000.00	10,000.00	0.00
				Other Indemnity	0.00	1,425.00	0.00	1,425.00	0.00
				Legal Expense	0.00	18,500.39	3,500.00	22,000.39	0.00
				Other Expense	1,750.86	19,069.81	20,932.92	40,002.73	0.00
				Total	2,861.36	79,674.29	147,595.32	227,269.61	0.00
		Indemnity/Future	05/31/2008	Medical	0.00	35,788.62	25,476.41	61,265.03	0.00
	Open	W015	4.00	TD	0.00	0.00	0.00	0.00	0.00
1		W15021		PD	0.00	11,314.59	0.00	11,314.59	0.00
E saturation				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	1,501.25	531.25	2,032.50	0.00
				Legal Expense	275.00	24,993.08	6,428.17	31,421.25	0.00
				Other Expense	0.00	5,898.64	11,632.62	17,531.26	0.00
				Total	275.00	79,496.18	44,068.45	123,564.63	0.00
	2010	Indemnity	10/17/2009	Medical	0.00	2,253.12	6,037.50	8,290.62	0.00
• • • • • • • • • • • • • • • • • • •	Re-Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		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	595.00	0.00	595.00	0.00
				Legal Expense	0.00	214.50	0.00	214.50	0.00
				Other Expense	0.00	0.00	2,012.50	2,012.50	0.00
				Total	0.00	3,062.62	8,050.00	11,112.62	0.00
		Indemnity	01/10/2011	Medical	0.00	2,874.38	10,470.00	13,344.38	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD .	1,380.00	5,290.00	1,667.50	6,957.50	0.00
1				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	1,967.30	3,490.00	5,457.30	0.00
				Total	1,380.00	10,131.68	15,627,50	25,759.18	0.00

### City of Manhattan Beach

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
		Indemnity	11/04/2012	Medical	0.00	201.52	100.00	301.52	0.00
	Re-Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
P De la		W15021		PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
1				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	0.00	25.00	25.00	0.00
				Total	0.00	201.52	125.00	326.52	0.00
		Future Medical	11/25/1996	Medical	0.00	29,603.83	0.00	29,603.83	0.00
	Re-Open	W015	40.00	TD	0.00	6,675.20	0.00	6,675.20	0.00
		W15021		PD	0.00	13,893.16	0.00	13,893.16	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	4,640.00	0.00	4,640.00	0.00
				Legal Expense	0.00	36,996.62	0.00	36,996.62	0.00
				Other Expense	0.00	7,091.42	0.00	7,091.42	-32,829.09
				Total	0.00 ·	98,900.23	0.00	98,900.23	-32,829.09
		Indemnity	03/27/2012	Medical	428.88	64,916.89	68,796.89	133,713.78	-485.00
	Open	W015	133.00 <sup>-</sup>	TD	3,360.92	64,890.40	286.82	65,177.22	0.00
·		W15021		PD ·	1,173.00	20,062.58	22,119.42	42,182.00	0.00
and the second se				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	1,781.25	0.00	1,781.25	0.00
				Legal Expense	375.00	10,031.34	· 7,218.66	17,250.00	0.00
				Other Expense	.135.44	37,417.81	23,103.43	60,521.24	-265.60
				Total	5,473.24	199,100.27	121,525.22	320,625.49	-750.60
		Indemnity	10/02/2013	Medical	0.00	2,785.15	4,714.85	7,500.00	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
			and the second	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	1,573.25	676.75	2,250.00	0.00
				Total	0.00	4,358.40	5,391.60	9,750.00	0.00
		Indemnity	09/22/2014	Medical	1,003.00	9,827.76	22,141.44	31,969.20	0.00
	Open	W015	0.00	TD	0.00	0.00	12,767.09	12,767.09	0.00
•		W15021		PD	0.00	0.00	9,932.50	9,932.50	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	510.45	7,417.58	7,069.76	14,487.34	0.00
				Total	1,513.45	17,245.34	51,910.79	69,156.13	0.00

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Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
and the second		Future Medical	06/25/2012	Medical	0.00	16,564.57	18,198.75	34,763.32	0.00
	Open	W015	14.00	TĎ	0.00	4,758.04	0.00	4,758.04	0.00
		W15021		PD	0.00	1,759.50	0.00	1,759.50	0.00
I				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	5,612.50	2,387.50	8,000.00	0.00
				Other Expense	0.00	511.48	6,066.25	6,577.73	0.00
				Total	0.00	29,206.09	26,652.50	55,858.59	0.00
		Indemnity	04/26/2014	Medical	0.00	4,459.42	100.00	4,559.42	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		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	3,896.34	0.00	3,896.34	0.00
				Other Expense	0.00	1,602.64	25.00	1,627.64	0.00
				Total	0.00	9,958.40	125.00	10,083.40	0.00
		Indemnity	04/26/2014	Medical	0.00	0.00	14,535.00	14,535.00	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	0.00	1,740.00	1,740.00	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
			김 전 그는 것은 나라 요.	Legal Expense	576.37	576.37	6,923.63	7,500.00	0.00
				Other Expense	119.19	119.19	4,725.81	4,845.00	0.00
				Total	695.56	695.56	27,924.44	28,620.00	0.00
		Future Medical	09/15/1999	Medical	592.75	110,096.62	105,785.28	215,881.90	0.00
	Open	W015	593.00	TD	0.00	76,473.13	0.00	76,473.13	0.00
		W15021		PD	0.00	11,012.00	0.00	11,012.00	0.00
				Rehab	0.00	1,207.80	0.00	1,207.80	0.00
				Other Indemnity	· 0.00	2,608.90	0.00	2,608.90	0.00
				Legal Expense	0.00	8,736.40	0.00	8,736.40	0.00
				Other Expense	155.55	5,669.91	21,217.86	26,887.77	0.00
				Total	748.30	215,804.76	127,003.14	342,807.90	0.00
1		Future Medical	10/01/2001	Medical	0.00	22,327.40	61,310.34	83,637.74	0.00
C C C C C C C C C C C C C C C C C C C	Re-Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		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	6,000.00	0.00	6,000.00	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	448.56	5,470.72	5,919.28	0.00
				Total	0.00	28,775.96	66,781.06	95,557.02	0.00

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Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
10-020 p		Future Medical	02/13/1977	Medical	0.00	56,483.93	5,154.01	61,637.94	0.00
·	Re-Open	W015	0.00	TD	0.00	2,002.00	0.00	2,002.00	0.00
		W15021		PD	0.00	14,332.50	0.00	14,332.50	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.0
				Legal Expense	0.00	4,633.51	0.00	4,633.51	0.0
				Other Expense	0.00	3,326.59	1,030.80	4,357.39	0.0
				Total	· 0.00	80,778.53	6,184.81	86,963.34	0.00
		Future Medical	08/09/2001 .	Medical	0.00	25,026.71	22,777.42	47,804.13	0.00
	Не-Орен	W015	0.00	TD	. 0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	420.00	0.00	420.00	0.00
1				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	339.28	1,660.72	2,000.00	0.00
				Total	0.00	25,785.99	24,438.14	50,224.13	0.00
		Indemnity	10/14/2009	Medical	0.00	2,336.96	1,163.04	3,500.00	0.00
	Re-Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	0.00	690.00	690.00	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	544.27	0.00	544.27	0.00
				Total	0.00	2,881.23	1,853.04	4,734.27	0.00
		Indemnity	11/16/2009	· Medical	0.00	4,025.57	22,657.11	26,682.68	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	920.00	27,633.06	26,646.94	54,280.00	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	1,909.28	4,568.02	6,477.30	0.00
				Total	920.00	33,567.91	53,872.07	87,439.98	0.00
	alt in min Z. F	Indemnity	. 10/09/2010	Medical	0.00	91,523.38	73,094.07	164,617.45	0.00
10121 201 201	Open	W015	717.00	TD .	0.00	166,083.50	0.00	166,083.50	0.00
		W15021		PD	1,058.00	37,906.01	35,472.87	73,378.88	0.00
				Réhab	0.00	600.00	0.00	600.00	0.00
				Other Indemnity	0.00	0.00	12,949.21	12,949.21	0.00
				Legal Expense	0.00	0.00	. 0.00	0.00	0.00
				Other Expense	0.00	2,627.29	4,180.56	6,807.85	0.00
				Total	1.058.00	298,740.18	125,696.71	424,436.89	0.00

# City of Manhattan Beach

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
	find the second	Indemnity	10/08/2010	Medical	0.00	11,630.97	28,369.03	40,000.00	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
d de		W15021		PD	0.00	0.00	17,365.00	17,365.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	3,444.00	0.00	3,444.00	0.00
				Legal Expense	180.00	25,228.01	5,271.99	30,500.00	0.00
				Other Expense	0.00	10,801.53	1,300.45	12,101.98	0.00
				Total	180.00	51,104.51	52,306.47	103,410.98	0.00
		Future Medical	05/18/2007	Medical	0.00	23,924.54	31,580.12	55,504.66	0.00
	Re-Open	W0210	212.00	TD	0.00	50,344.52	0.00	50,344.52	0.00
		W0000		PD	0.00	4,105.50	0.00	4,105.50	0.00
•				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00 '	724.50	0.00	724.50	0.00
				Legal Expense	0.00	97.90	0.00	97.90	0.00
				Other Expense	0.00	147.38	6,398.15	6,545.53	0.00
				Total	0.00	79,344.34	37,978.27	117,322.61	0.00
		Future Medical	11/13/1984	Medical	323.54	26,304.72	26,059.98	52,364.70	0.00
	Re-Open	W015	0.00	TD	0.00	704.00	0.00	704.00	0.00
		W15021		PD	0.00	6,755.00	· 0.00	6,755.00	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	25.60	300.48	5,467.77	5,768.25	0.00
				Total	349.14	34,064.20	31,527.75	65,591.95	0.00
		Future Medical	12/12/2000	Medical	118.41	23,517.06	30,396.78	53,913.84	0.00
	Re-Open	W015	16.00	TD	0.00	3,643.24	0.00	3,643.24	0.00
		W15021		PD	0.00	26,340.00	0.00	26,340.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	5,125.00	0.00	5,125.00	0.00
				Legal Expense	0.00	5,569.17	0.00	5,569.17	0.00
				Other Expense	34.46	6,225.78	2,600.83	8,826.61	0.00
				Total	152.87	70,420.25	32,997.61	103,417.86	0.00
		Future Medical	09/01/2001	Medical	0.00	22,960.21	16,267.98	39,228.19	0.00
	Open	W015	0.00 ·	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	3,330.00	0.00	3,330.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
			State of the second	Other Indemnity	0.00	450.00	0.00	450.00	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	1,277.52	1,039.23	2,316.75	0.00
				Total	0.00	28,017.73	17,307.21	45,324.94	0.00

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Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
	and the second of the	Indemnity	03/10/2015	Medical	. 0.00	0.00	12,667.50	12,667.50	0.00
	Open	W015	9.00	TD	3,955.59	3,955.59	8,350.89	12,306.48	0.00
		W15021		PD	0.00	0.00	6,090.00	6,090.00	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	0.00	4,222.50	4,222.50	0.00
			The states of the	Total	3,955.59	3,955.59	31,330.89	35,286.48	0.00
		Indemnity	08/26/2014	Medical	0.00	157.53	2,842.47	3,000.00	0.00
· · · · · · · · · · · · · · · · · · ·	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		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	61.09	538.91	600.00	0.00
				Total	0.00	218.62	3,381.38	3,600.00	0.00
		Medical Only	01/23/2015	Medical	0.00	0.00	1,500.00	1,500.00	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		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	0.00	300.00	300.00	0.00
				Total	0.00	0.00	1,800.00	1,800.00	0.00
		Indemnity/Future	09/04/1979	Medical	4,635.71	183,484.15	117,934.37	301,418.52	0.00
	Open	W015	0.00	TD ·	0.00	4,930.00	0.00	4,930.00	0.00
		W15021		PD	0.00	47,137.98	0.00	47,137.98	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	142.16	33,336.52	16,311.84	49,648.36	-150,820.94
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	2,390.30	16,190.66	16,339.51	32,530.17	0.00
				Total	7,168.17	285,079.31	150,585.72	435,665.03	-150,820.94
(		Indemnity	12/04/2012	Medical	0.00	102,556.98	109,112.73	211,669.71	0.00
	Open	W015	88.00	TD	0.00	24,654.05	0.00	24,654.05	0.00
		W15021		PD	920.00	24,543.30	5,586.70	30,130.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	1,032.00	0.00	1,032.00	0.00
				Legal Expense	30.00	18,447.10	4,052.90	22,500.00	0.00
				Other Expense	42.84	29.756.20	34,747.77	64,503.97	0.00
				Total	992.84	200,989.63	153,500.10	354,489.73	0.00

				Section and		
		ARE REPAIRED AND A REPAIR	f Manhattan Beach			
	Wo	rkers' Compensatio	on Active Claims Liste	d by Allocation	1	
		For N	Ionth Ending 03/31/2015			
).	Claim Type	Injury Date -	The States	Paid		
	Department	Days Lost Closing Date		this Period	Paid	
CONTRACT -	Indemnity	02/16/1994	Medical	0.00	111,297.14	
	W015	173.00	TD	0.00	21,923.87	
	W15031		PD	0.00	29,940.40	
			Rehab	0.00	1,312.79	
			Other Indemnity	. 0.00	475.00	

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
	and the second second	Indemnity	02/16/1994	Medical	0.00	111,297.14	26,880.00	138,177.14	0.00
	Upen	W015	173.00	TD	0.00	21,923.87	0.00	21,923.87	0.00
		W15031		PD	0.00	29,940.40	35,595.85	65,536.25	0.00
n ə				Rehab	0.00	1,312.79	0.00	1,312.79	0.00
				Other Indemnity	0.00	475.00	0.00	475.00	0.00
				Legal Expense	0.00	36,057.85	0.00	36,057.85	0.0
			이 말하는 것이 가지? 같아요. 물 것이	Other Expense	0.00	1,660.35	8,960.00	10,620.35	0.00
				. Total	· 0.00	202,667.40	71,435.85	274,103.25	0.00
99 B		Indemnity	02/06/1998	Medical	0.00	176,663.21	25,822.50	202,485.71	-35.00
	Open	W015	462.00	TD	0.00	70,623.04	0.00	70,623.04	0.00
		W15031 ·		PD	0.00	28,433.30	14,301.70	42,735.00	0.00
				Rehab	0.00	104.00	0.00	104.00	0.00
				Other Indemnity	0.00	2,018.33	0.00	2,018.33	0.00
				Legal Expense	1,056.66	65,075.55	2,924.45	68,000.00	0.00
				Other Expense	0.00	26,901.37	6,594.00	33,495.37	0.00
				Total	1,056.66	369,818.80	49,642.65	419,461.45	-35.00
		Indemnity	07/17/2014	Medical	594.57	12,238.97	18,275.30	30,514.27	0.00
	Open	W015	66.00	TD · ·	0.00	23,368.62	14,870.76	38,239.38	0.00
		W15021		PD	0.00	0.00	4,350.00	4,350.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	1,500.00	1,500.00	0.00
				Legal Expense	94.00	4,964.56	4,535.44	9,500.00	0.00
				Other Expense	2,711.78	11,515.65	3,890.29	15,405.94	0.00
				Total	3,400.35	52,087.80	47,421.79	99,509.59	0.00
		Indemnity	07/17/2014	Medical	0.00	179.06	13,151.25	13,330.31	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		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	52.46	4,383.75	4,436.21	0.00
				Total	0.00	231.52	17,535.00	17,766.52	0.00
	and the second	Future Medical	11/16/2005	Medical	407.87	12,684.48	25,430.32	38,114.80	0.00
	Open	W015	0.00	TD	0.00	0.00	. 0.00	0.00	0.00
		W15021	a nei a Sidiy ku	PD	. 0.00	76,785.50	0.00	76,785.50	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	17.15	740.88	4,663.13	5,404.01	0.00
				Total	425.02	90,210.86	30,093.45	120,304.31	0.00

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
		Future Medical	12/02/2002	Medical	0.00	22,841.11	13,272.31	36,113.42	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	840.00	0.00	840.00	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	237.38	3,533.48	3,770.86	0.00
				Total	0.00	23,918.49	16,805.79	40,724.28	0.00
		Indemnity	10/02/2010	Medical	0.00	7,193.44	9,231.95	16,425.39	0.00
	He-Open	W015	14.00	TD	0.00	3,900.13	0.00	3,900.13	0.00
		W15021		PD .	0.00	18,670.25	11,899.02	30,569.27	0.00
				Rehab	0.00	0.00	. 0.00	0.00	0.00
				Other Indemnity	0.00	0.00	5,394.57	5,394.57	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	656.17	2,336.00	2,992.17	0.00
				Total	0.00	30,419.99	28,861.54	59,281.53	0.00
		Indemnity	· 10/01/2011	Medical	. 0.00	36,797.25	24,109.99	60,907.24	0.00
	Open	W015	603.00	TD	0.00	132,782.99	0.00	132,782.99	0.00
		W15021		PD	0.00	27,107.37	10,283.96	37,391.33	0.00
			and the second second	Rehab	0.00	0.00	8,000.00	8,000.00	0.00
				Other Indemnity	0.00	1,698.80	5,002.50	6,701.30	0.00
				Legal Expense	135.00	30,581.56	4,418.44	35,000.00	0.00
				Other Expense	2,012.50	28,405.03	5,961.24	34,366.27	0.00
				Total	2,147.50	257,373.00	57,776.13	315,149.13	0.00
		Indemnity	08/22/2012	Medical	0.00	4,351.53	29,394.46	33,745.99	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	920.00	15,640.00	19,320.00	34,960.00	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	2,146.46	9,856.24	12,002.70	0.00
				Total	920.00	22,137.99	58,570.70	80,708.69	0.00
		Indemnity	04/01/2012	Medical	0.00	0.00	500.00	500.00	0.00
· · · · · · · · · · · · · · · · · · ·	Open	W015	11.00	TD	0.00	3,206.72	0.00	3,206.72	0.00
		W15021		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	0.00	125.00	125.00	0.00
				Total	0.00	3,206.72	625.00	3,831.72	0.00

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EXHIBIT B

# City of Manhattan Beach Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
		Indemnity	06/15/2009	. Medical	0.00	0.00	100.00	100.00	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
4		W15021		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	.000	0.00	0.00	0.00	0.00
				Other Expense	0.00	12.50	37.50	50.00	0.00
				Total	0.00	12.50	137.50	150.00	0.00
1		Indemnity	12/10/2011	Medical	0.00	14,474.87	23,968.88	38,443.75	0.00
	Open	W015	42.00	TD	0.00	5,610.36	0.00	5,610.36	0.00
		W15021		PD	0.00	0.00	24,552.50	24,552.50	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	1,151.50	0.00	1,151.50	0.00
				Legal Expense	45.00	8,014.35	6,715.35	14,729.70	0.00
				Other Expense	0.00	5,369.92	5,603.53	10,973.45	0.00
				Total	45.00	34,621.00	60,840.26	95,461.26	0.00
		Future Medical	09/21/1990	Medical	0.00	70,421.88	36,361.10	106,782.98	0.00
c	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	8,435.00	0.00	8,435.00	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	6,878.20	0.00	6,878.20	0.00
				Other Expense	0.00	2,848.22	7,147.66	9,995.88	0.00
				• Total	0.00	88,583.30	43,508.76	132,092.06	0.00
	in the second line of	Indemnity	08/18/2014	Medical	858.89	15,170.22	14,588.19	29,758.41	0.00
	Open	W015	242.00	TD	7,509.24	57,392.06	0.00	57,392.06	0.00
		W15031		PD ·	0.00	0.00	4,350.00	4,350.00	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	265.75	6,483.23	3,187.52	9,670.75	0.00
				Total	8,633.88	79,045.51	22,125.71	101,171.22	0.00
	15-121331	Indemnity	05/04/2014	Medical .	583.88	2,031.63	4,898.37	6,930.00	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15031		PD	0.00	0.00	6,090.00	6,090.00	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	309.48	841.03	1,468.97	2,310.00	0.00
				Total	893.36	2,872.66	12,457.34	15,330.00	0.00

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
No. of the second s		Future Medical	11/05/2011	Medical	0.00	32,189.87	17,414.68	49,604.55	0.00
	Open	W015	345.00	TD	0.00	96,655.26	0.00	96,655.26	0.00
		W15021		PD	0.00	10,451.54	0.00	10,451.54	0.00
terre activity a				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	· 0.00	2,877.38	0.00	2,877.38	0.00
				Legal Expense	0.00	18,986.42	513.58	19,500.00	0.00
				Other Expense	0.00	9,247.57	2,174.37	11,421.94	0.00
				Total	0.00	170,408.04	20,102.63	190,510.67	0.00
		Future Medical	10/15/2011	Medical	0.00	4,818.63	18,136.86	22,955.49	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	8,259.87	. 0.00	8,259.87	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	1,457.63	0.00	1,457.63	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	192.83	1,925.88	3,141.48	5,067.36	0.00
				Total	192.83	16,462.01	21,278.34	37,740.35	0.00
		Indemnity	01/11/2013	Medical	0.00	6,059.79	37,620.21	43,680.00	0.00
	Re-Open	W015	14.00	TD	0.00	3,360.92	0.00	3,360.92	0.00
		W15021		PD	0.00	3,519.00	1,173.00	4,692.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	828.00	828.00	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	4,470.10	10,164.90	14,635.00	0.00
				Total	0.00	17,409.81	49,786.11	67,195.92	0.00
		Indemnity	10/08/2013	Medical	0.00 ·	438.24	2,011.76	2,450.00	0.00
1 2m	Open	W015	7.00	TD	0.00	1,970.82	0.00	1,970.82	0.00
		W15021		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	227.05	822.95	1,050.00	0.00
				Total	0.00	2,636.11	. 2,834.71	5,470.82	0.00
		Indemnity	. 04/25/2013	Medical	. 0.00	293.70	5,743.80	6,037.50	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	0.00	0.00	0.00	0.00
1				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
			1. 19 <sup>10</sup> • 10 • 10 • 10 • 10	Other Expense	0.00	111.68	1,900.82	2,012.50	0.00
				Total	0.00	405.38	7,644.62	8,050.00	0.00

### City of Manhattan Beach

Workers'	Compensation	<b>Active Claim</b>	s Listed by	Allocation
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For Month Ending 03/31/2015

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
		Indemnity	11/26/2013	· Medical	0.00	5,424.42	2,075.58	7,500.00	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	0.00	8,772.50	8,772.50	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	2,000.00	2,000.00	0.00
				Legal Expense	330.00	16,905.30	8,094.70	25,000.00	0.00
				Other Expense	0.00	19,156.53	843.47	20,000.00	0.00
				Total	. 330.00	41,486.25	21,786.25	63,272.50	0.00
		Indemnity	.07/01/2012	Medical	0.00	321,383.41	31,016.15	352,399.56	0.00
The second second	Open	W015	448.00	TD	0.00	128,500.81	0.00	128,500.81	0.00
		W15021		PD	0.00	190,355.66	0.00	190,355.66	0.00
				Réhab	0.00	600.00	0.00	600.00	0.00
				Other Indemnity	0.00	36,279.67	0.05	36,279.72	0.00
				Legal Expense	0.00	61,887.33	309.25	62,196.58	0.00
				Other Expense	0.00	16,854.11	11,873.31	28,727.42	0.00
				Total	0.00	755,860.99	43,198.76	799,059.75	0.00
		Future Medical	10/20/2008	Medical	0.00	14,388.22	27,204.83	41,593.05	0.00
	Open	W015	37.00	TD	0.00	8,754.38	0.00	8,754.38	0.00
		W15021		PD	0.00	6,957.50	0.00	6,957.50	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	. 0.00	0.00	0.00	0.00	-373.75
				Legal Expense	0.00	1,347.50	0.00	1,347.50	0.00
				Other Expense	0.00	8,887.00	5,293.47	14,180.47	0.00
				Total	0.00	40,334.60	32,498.30	72,832.90	-373.75
		Future Medical	10/15/2009	Medical	320.69	1,384.01	13,165.59	14,549.60	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	5,456.93	0.00	5,456.93	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	57.80	77.90	2,639.45	2,717.35	0.00
			· 新闻 · · · · · · · · · · · · · · · · · ·	Total	378.49	6,918.84	15,805.04	22,723.88	0.00
		: Future Medical	05/19/2003	Medical	0.00	22,022.32	15,977.68	38,000.00	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	2,775.00	0.00	2,775.00	0.00
t				Rehab	. 0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
			The man have the	Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	· 0.00	400.71	4,261.98	4,662.69	0.00
				Total	0.00	25,198.03	20,239.66	45,437.69	0.00

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
		Future Medical	01/08/2007	Medical	0.00	98,797.25	51,092.57	149,889.82	0.0
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.0
		W15021		PD	0.00	96,297.05	0.00	96,297.05	0.0
				Rehab	0.00	0.00	8,000.00	8,000.00	0.0
				Other Indemnity	0.00	14,375.00	0.00	14,375.00	0.0
				Legal Expense	0.00	33,260.62	739.38	34,000.00	0.0
				Other Expense	0.00	23,567.90	11,963.38	35,531.28	0.0
				Total	0.00	266,297.82	71,795.33	338,093.15	0.00
		Indemnity	06/24/2014	Medical	2,905.28	7,939.81	29,665.33	37,605.14	0.0
	Open	W015	0.00 ·	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	0.00	11,092.50	11,092.50	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	1,420.52	2,949.36	9,487.53	12,436.89	0.00
				Total	4,325.80	10,889.17	50,245.36	61,134.53	0.00
		Indemnity	06/02/2014	Medical	· 3,593.59	23,473.60	12,134.32	35,607.92	0.00
	Open	W015	281.00	TD	11,105.70	74,566.72	7,403.80	81,970.52	0.00
		W15021		PD	0.00	0.00	4,350.00	4,350.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	2,500.00	2,500.00	0.00
				Legal Expense	1,380.00	4,239.94	3,260.06	7,500.00	0.00
				Other Expense	3,852.27	22,253.42	401.32	22,654.74	0.00
				Total	19,931.56	124,533.68	30,049.50	154,583.18	0.00
		Indemnity	08/26/2014	Medical	0.00	1,565.39	5,934.61	7,500.00	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	0.00	0.00	0.00	0.00
۲				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	703.06	1,796.94	2,500.00	0.00
				Total	0.00	2,268.45	7,731.55	10,000.00	0.00
		Indemnity	12/08/2013	Medical	0.00	5,954.19	18,400.94	24,355.13	0.00
	Open	W015	185.00	TD	0.00	56,379.73	0.00	56,379.73	0.00
		W15021		. PD	0.00	7,477.88	1,319.62	8,797.50	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	5,675.41	5,324.59	11,000.00	0.00
				Other Expense	0.00	19,625.69	4,928.87	24.554.56	0.00
				Total	0.00	95,112.90	29,974.02	125,086.92	0.00

City of Manhattan Beach Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

### Prepared by AdminSure

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## City of Manhattan Beach

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
		Indemnity	07/31/2012	Medical	179.06	20,098.09	10,758.38	30,856.47	0.00
	Open	W015	84.00	TD ·	0.00	30,507.84	0.00	30,507.84	0.00
		W15021		PD	0.00	9,041.88	0.00	9,041.88	0.00
Jr				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	52.46	6,704.88	2,988.59	9,693.47	0.00
				Total	231.52	66,352.69	13,746.97	80,099.66	0.00
		Indemnity	01/09/2013	Medical	344.43	39,906.44	102,895.03	142,801.47	0.00
	Open	W015	527.00	TD	0.00	129,399.74	0.00	129,399.74	0.00
		W15021		PD	1,740.00	45,022.51	89,899.99	134,922.50	0.00
1.				Rehab	0.00	500.00	5,500.00	6,000.00	0.00
				Other Indemnity	0.00	27,940.50	313,339.69	341,280.19	0.00
				Legal Expense	1,245.00	28,195.62	995.76	29,191.38	0.00
				Other Expense	13.78	31,541.89	25,238.61	56,780.50	0.00
				Total	3,343.21	302,506.70	537,869.08	840,375.78	0.00
		Future Medical	07/24/2003	. Medical	0.00	24,780.27	15,940.77	40,721.04	0.00
	Re-Open	W015	4.00	TD	0.00	852.84	0.00	852.84	0.00
		W15021		PD	0.00	555.00	0.00	555.00	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 '	101.55	3,000.00	3,101.55	0.00
				, Totai	. 0.00	26,289.66	18,940.77	45,230.43	0.00
		Future Medical	10/07/2007	Medical	313.40	67,740.67	43,584.98	111,325.65	0.00
	Open	W015	0.00	TĎ	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	82,029.86	0.00	82,029.86	0.00
				Rehab	0.00	0.00	10,000.00	10,000.00	0.00
				Other Indemnity	0.00	0.00	• 0.00	0.00	0.00
				Legal Expense	· 0.00	1,068.50	0.00	1,068.50	0.00
				Other Expense	44.08	10,784.12	8,807.58	19,591.70	0.00
				Total	357.48	161,623.15	62,392.56	224,015.71	0.00
		Future Medical	12/12/2012	Medical	0.00	3,934.31	9,390.00	13,324.31	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	11,827.75	0.00	11,827.75	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	867.00	0.00	867.00	0.00
				Legal Expense	0.00	8,124.57	3,375.43	11,500.00	0.00
				Other Expense	0.00	3,781.28	3,130.00	6,911.28	0.00
				Total	0.00	28,534.91	15,895.43	44,430.34	0.00

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Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
	State on the other of	Future Medical	01/28/2006	Medical	0.00	50,374.00	33,371.13	83,745.13	0.00
	Re-Open	W015	273.00	ŤD	0.00	54,539.94	0.00	54,539.94	0.00
		. W15021		PD	0.00	21,470.78	0.00	21,470.78	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	975.00	. 0.00	975.00	0.00
				Other Expense	0.00	11,763.81	6,683.00	18,446.81	0.00
				Total	0.00	139,123.53	40,054.13	179,177.66	0.00
		Indemnity	12/07/2011	Medical	0.00	12,213.65	408.58	12,622.23	0.00
	Open	W015	110.00	TD	0.00	25,721.98	. 0.00	25,721.98	0.00
		W15021		PD	. 0.00	5,278.50	0.00	5,278.50	0.00
			2월 2일 - 일 - 일 - 일 - 일 - 일 - 일 - 일 - 일 - 일	Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	867.00	0.00	867.00	0.00
				Legal Expense	0.00	12,267.08	4,898.50	17,165.58	0.00
				Other Expense	454.86	4,492.23	100.97	4,593.20	0.00
				Total	454.86	60,840.44	5,408.05	66,248.49	0.00
		Indemnity	07/31/2012	Medical	0.00	7,674.94	347.80	8,022.74	0.00
	Open	W015	187.00	TD	· 0.00	50,291.78	0.00	50,291.78	0.00
		W15021		PD	0.00	586.50	0.00	586.50	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	176.33	2,526.30	112.29	2,638.59	0.00
				Total	176.33	61,079.52	460.09	61,539.61	0.00
		Indemnity	10/31/2013	Medical	0.00	2,613.05	11,622.99	14,236.04	0.00
	Open	W015	14.00	TD	0.00	3,663.24	0.00	3,663.24	0.00
		W15021		PD	0.00	690.00	0.00	690.00	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	1,086.87	4,087.14	5,174.01	0.00
				Total	0.00	8,053.16	15,710.13	23,763.29	0.00
		Indemnity	04/13/2014	Medical	0.00	863.53	6,636.47	7,500.00	0.00
	Open	W015	0.00	TD	0.00	0.00	619.10	619.10	0.00
		W15011		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	163.84	3,836.16	4,000.00	0.00
				Total	0.00	1,027.37	11,091.73	12,119.10	0.00

Workers' Compensation Active Claims Listed by Allocation

For Month	Ending	03/31/2015
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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
		Indemnity/Future	07/11/2012	Medical	0.00	68,635.03	14,921.66	83,556.69	0.00
	Open	W015	326.00	TD	0.00	118,075.88	0.00	118,075.88	0.00
• eren 1		W15021		PD	782.00	43,645.38	12,512.00	56,157.38	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	765.90	0.00	765.90	0.00
				Legal Expense	0.00	12,014.06	2,485.94	14,500.00	0.00
				Other Expense	0.00	10,473.91	5,540.90	16,014.81	0.00
				Total	782.00	253,610.16	35,460.50	289,070.66	0.00
		Future Medical	11/23/1995	Medical	0.00	3,953.53	5,000.00	8,953.53	0.00
· · · · · · · · · · · · · · · · · · ·	Re-Open	W015	52.00	TD	0.00	8,089.71	0.00	8,089.71	0.00
		W15021		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	127.08	500.00	627.08	0.00
				Total	0.00	12,170.32	5,500.00	17,670.32	0.00
		Indemnity	04/30/2013	Medical	0.00	15,157.98	3,842.02	19,000.00	0.00
a an the state of the state	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	0.00	0.00	0.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
		김 희망 영제 가는 말을 했다.		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	3,123.22	6,876.78	10,000.00	0.00
				Total	0.00	18,281.20	. 10,718.80	29,000.00	0.00
		Indemnity	09/24/2013	Medical	0.00	618.53	19,381.47	20,000.00	0.00
	Open	W015	Q.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		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	86.45	3,913.55	4,000.00	0.00
				Total	0.00	704.98	23,295.02	24,000.00	0.00
	i dularan i d	Indemnity	07/18/2014	Medical	1,096.45	10,180.98	17,066.52	27,247.50	0.00
	Open	W015	305.00	TD	11,263.86	66,778.67	3,754.62	70,533.29	0.00
		W15021		PD	0.00	0.00	3,450.00	3,450.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	2,000.00	2,000.00	0.00
				Legal Expense	1,079.05	2,989.34	4,510.66	7,500.00	0.00
				Other Expense	2,743.50	15,674.81	3,326.46	19,001.27	0.00
				· Total	16,182.86	95,623.80	34,108.26	129,732.06	0.00

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Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
		Indemnity/Future	06/03/2009	Medical	0.00	5,215.16	9,901.43	15,116.59	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD ·	0.00	15,065.00	0.00	15,065.00	0.00
		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		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	7,995.57	604.43	8,600.00	0.00
				Other Expense	0.00	605.73	3,542.10	4,147.83	0.00
				Total	0.00	28,881.46	14,047.96	42,929.42	0.00
		Future Medical	04/28/2002	Medical	0.00	6,439.78	6,120.41	12,560.19	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
3		W15021		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	2,582.26	1,009.72	3,591.98	0.00
				Total	0.00	9,022.04	7,130.13	16,152.17	0.00
		Future Medical	12/18/1997	Medical	0.00	4,619.77	100.00	4,719.77	-2,000.00
	Open	W015	69.00	TD	0.00	11,161.92	0.00	11,161.92	0.00
		W15021		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	500.00	0.00	500.00	-13,800.00
				Total	0.00	16,281.69	100.00	16,381.69	-15,800.00
		Future Medical	04/19/2000	Medical	0.00	91,295.36	41,962.39	133,257.75	0.00
	Open	W015	301.00	TD	0.00	53,954.17	. 0.00	53,954.17	0.00
		W15021		PD	· 0.00	13,668.55	0.00	13,668.55	0.00
				Rehab	0.00	299.00	0.00	299.00	0.00
				Other Indemnity	0.00	6,675.00	0.00	6,675.00	0.00
				Legal Expense	0.00	8,264.73	0.00	8,264.73	0.00
				Other Expense	0.00	2,574.14	8,392.47	10,966.61	-5,100.00
				Total	0.00	176,730.95	50,354.86	227,085.81	-5,100.00
	and a state of the	Future Medical	06/25/2011	Medicat	0.00	16,388.49	97,883.63	114,272.12	0.00
-	open	W015	91.00	TD	0.00	9,305.00	0.00	9,305.00	0.00
in the second		W15081		PD	0.00	12,090.89	0.00	12,090.89	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	3,106.69	0.00	3,106.69	0.00
				Legal Expense	0.00	12,744.47	255.53	13,000.00	0.00
				Other Expense	0.00	6,702.68	29,663.40	36,366.08	0.00
			A CONTRACTOR OF	Total	0.00	60,338.22	127,802.56	188,140.78	0.00

# City of Manhattan Beach

Workers' Compensation Active Claims Listed by Allocation

For Month Ending	03/31/2015
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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
		Medical Only	01/20/2015	Medical	361.12 -	361.12	4,638.88	5,000.00	0.00
the second part of the second s	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15081	States and the second	PD '	0.00	0.00	. 0.00	0.00	0.00
			4	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	89.90	89.90	910.10	1,000.00	0.00
				Total	451.02	451.02	. 5,548.98	6,000.00	0.00
		Indemnity	06/22/2014	Medical	831.73	8,181.64	16,825.96	25,007.60	0.00
	Open	W015	196.00	TD	0.00	45,354.08	0.00	45,354.08	0.00
		W15021		PD	0.00	0.00	1,740.00	1,740.00	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	1,500.00	1,500.00	0.00
				Legal Expense	855.00	3,065.48	4,434.52	7,500.00	0.00
				Other Expense	261.19	12,255.22	4,376.13	16,631.35	0.00
				Total	1,947.92	68,856.42	28,876.61	97,733.03	0.00
		Future Medical	10/01/2001	Medical	103.47	9,850.39	16,513.21	26,363.60	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		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	11.77	334.44	3,107.35	3,441.79	0.00
				Total	115.24	10,184.83	19,620.56	29,805.39	0.00
		Future Medical	08/08/2010	Medical	0.00	9,504.30	34,024.08	43,528.38	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	13,910.75	0.00	13,910.75	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	376.80	45.44	422.24	0.00
				Total	0.00	23,791.85	34,069.52	57,861.37	0.00
		Indemnity	05/02/2014	Medical ·	'849.89	1,643.58	7,054.48	8,698.06	0.00
	Open	W015	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W15021		PD	0.00	0.00	0.00	0.00	0.00
L				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	173.16	387.08	2,794.97	3,182.05	0.00
				Total	1,023.05	2,030.66	9,849.45	11,880.11	0.00

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Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
100 A		Future Medical	05/17/1992	Medical	0.00	7,091.76	18,572.26	25,664.02	0.00
	Re-Open	W015	3.00	TD	0.00	326.97	0.00	326.97	0.00
		W15021		PD	0.00	1,680.00	0.00	1,680.00	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	313.31	2,686.69	3,000.00	0.00
			C. Street States	Total	0.00	9,412.04	21,258.95	30,670.99	0.00
		Indemnity/Future	05/30/2012	Medical	0.00	11,424.75	20,439.92	31,864.67	0.00
	Open	W015	60.00	TD	0.00	21,703.80	0.00	21,703.80	0.00
		W15021		PD	1,173.00	19,520.61	649.01	20,169.62	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	1,941.00	0.00	1,941.00	0.00
				Other Expense	· 0.00	5,914.03	6,815.00	12,729.03	0.00
				Total	1,173.00	60,504.19	27,903.93	88,408.12	0.00
		Future Medical	03/07/1990	Medical	12,704.52	644,649.75	476,720.86	1,121,370.61	0.00
×	Open	W015 ·	0.00	TD .	0.00	61,800.31	0.00	61,800.31	0.00
		W15021		PD	0.00	65,515.00	0.00	65,515.00	0.00
				Rehab	0.00	8,200.59	0.00	8,200.59	0.00
and the second				Other Indemnity	0.00	0.00	. 0.00	0.00	-360,066.32
				Legal Expense	0.00	17,918.22	3,168.95	21,087.17	0.00
				Other Expense	126.47	6,210.30	11,275.51	17,485.81	0.00
				Total	12,830.99	804,294.17	491,165.32	1,295,459.49	-360,066.32
			Org1 Desc 92	Medical ·	38,745.18	3,096,987.08	2,565,288.16	5,662,275.24	-2,520.00
				TD	43,611.91	1,854,365.93	102,976.66	1,957,342.59	0.00
				PD	10,986.00	1,188,717.73	446,462.57	1,635,180.30	0.00
				Rehab	0.00	12,824.18	41,500.00	54,324.18	0.00
				Other Indemnity	142.16	164,894.37	363,857.11	528,751.48	-511,261.01
				<ul> <li>Legal Expense</li> </ul>	7,656.08	586,734.56	104,286.46	691,021.02	0.00
				Other Expense	21,324.57	541,256.73	493,960.38	1,035,217.11	-51,994.69
				Org1 Desc	122,465.90	7,445,780.58	4,118,331.34	11,564,111,92	-565.775.70

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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: Public Service	s (Utilities)								
	too Lonianaaza	Future Medical	09/02/2008	Medical	0.00	22,548.91	. 0.00	22,548.91	0.00
	Re-Open	L0731	95.00	TD	0.00	14,448.97	0.00	14,448.97	0.0
				PD	0.00	6,210.00	0.00	6,210.00	0.00
1			Carlos De Barra	Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.0
				Legal Expense	0.00	1,123.25	0.00	1,123.25	0.00
				Other Expense	0.00	0.00	0.00	0.00	0.0
				Total	0.00	44,331.13	0.00	44,331.13	0.0
			Org1 Desc 1	. Medical	0.00	22,548.91	0.00	22,548.91	0.00
				TD	0.00	14,448.97	0.00	14,448.97	0.00
				PD	0.00	6,210.00	0.00	6,210.00	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	1,123.25	0.00	1,123.25	0.00
				Other Expense	0.00	0.00	0.00	0.00	0.00
				Org1 Desc	0.00	44,331.13	0.00	44,331.13	0.00
#### City of Manhattan Beach

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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: Public Works									
		Indemnity	08/07/2014	Medical	2,250.00	3,205.21	41,899.79	45,105.00	0.00
	Open	W018	0.00	TD	0.00	0.00	54,957.09	54,957.09	0.00
a second second second second second		W18211		PD	0.00	0.00	· 26,245.00	26,245.00	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	2,015.71	6,431.13	13,125.24	19,556.37	0.00
				Total	4,265.71	9,636.34	136,227.12	145,863.46	0.00
		Indemnity	08/02/2007	Medical	0.00	52,701.12	24,760.00	77,461.12	0.00
	Open	W018	57.00	TD	0.00	6,959.11	0.00	6,959.11	0.00
		W18211		PD	0.00	6.957.50	0.00	6,957.50	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	3,000.00	3,000.00	0.00
				Other Expense	0.00	348.50	8,620.00	8,968.50	0.00
				Total	0.00	66,966.23	36,380.00	103,346.23	0.00
		Indemnity	07/25/2012	Medical	0.00	691.99	4,218.75	4,910.74	0.00
	Open	W018	0.00 .	TD	0.00	0.00	0.00	0.00	0.00
		W18211		PD	0.00	4,830.00	0.00	4,830.00	0.00
1				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	0.00	0.00	0.00
			上 予定・データー 新生き	Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	7.72	1,406.25	1,413.97	0.00
				Total	0.00	5,529.71	5,625.00	11,154.71	0.00
		Future Medical	03/03/2000	Medical	. 0.00	20,322.18	10,856.11	31,178.29	0.00
	Open	W018	80.00	TD	0.00	5,600.00	0.00	5,600.00	0.00
		W18031		PD	0.00	14,057.16	0.00	14,057.16	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	136.98	2,303.70	2,440.68	0.00
				Total	0.00	40,116.32	13,159.81	53,276.13	0.00

## City of Manhattan Beach

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

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
1.000		Medical Only	03/17/2015	Medical	0.00	0.00	0.00	0.00	0.0
	Open	W018	0.00	TD	0.00	0.00	0.00	0.00	0.0
		W18031		PD	0.00	0.00	0.00	0.00	0.0
				Rehab	0.00	0.00	0.00	0.00	0.0
				Other Indemnity	0.00	0.00	0.00	0.00	0.0
				Legal Expense	0.00	0.00	0.00	0.00	0.0
				Other Expense	0.00	0.00	0.00	0.00	0.0
				Total	0.00	0.00	0.00	0.00	0.0
		Future Medical	11/19/2007	Medical	20,608.84	37,132.41	54,391.16	91,523.57	0.0
	Open	W018	0.00	TD	0.00	0.00	0.00	0.00	0.0
		W18611		PD	0.00	13,915.00	0.00	13,915.00	0.0
				Rehab ·	• 0.00	0.00	0.00	0.00	0.0
				Other Indemnity	0.00	0.00	0.00	0.00	0.0
				Legal Expense	0.00	940.50	0.00	940.50	0.0
				Other Expense	8,834.99	9,756.75	6,165.01	15,921.76	0.0
				Total	29,443.83	61,744.66	60,556.17	122,300.83	0.0
		Indemnity	11/24/2014	Medical	11,729.95	12,902.94	13,650.05	26,552.99	0.0
	Open	W018	44.00	TD	3,215.00	5,166.96	14,123.04	19,290.00	0.0
		W18511		PD	0.00	0.00	4,350.00	4,350.00	0.0
				Rehab	0.00	0.00	0.00	0.00	0.0
				Other Indemnity	0.00	0.00	0.00	0.00	0.0
				Legal Expense	0.00	0.00	0.00	0.00	0.0
				Other Expense	8,220.09	8,668.87	239.91	8,908.78	0.0
				Total	23,165.04	26,738.77	32,363.00	59,101.77	0.0
		Indemnity	07/31/2014	Medical	0.00	2,258.83	5,218.67	7,477.50	0.0
	Open	W018	20.00	TD	0.00	2,417.40	0.00	2,417.40	0.0
		W18031		· PD	0.00	0.00	0.00	0.00	0.0
				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	382.37	2,110.13	2,492.50	0.00
				Total	0.00	5,058.60	7,328.80	12,387.40	0.00
		Future Medical	02/14/2007	Medical	1,714.90	112,373.54	45,103.33	157,476.87	0.00
	Open	W018	250.00	TD	0.00	20,110.62	. 0.00	20,110.62	0.00
		W18321		PD	0.00	32,520.06	0.00	32,520.06	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	7,490.99	0.00	7,490.99	0.00
				Legal Expense	203.00	37,995.87	91.35	38,087.22	0.00
				Other Expense	3,000.81	122,135.41	. 8,580.36	130,715.77	0.00
				Total	4,918.71	332,626,49	53,775.04	386,401.53	0.00

#### City of Manhattan Beach

Workers' Compensation Active Claims Listed by Allocation For Month Ending 03/31/2015

Employee's Name Cause of Injury Description of Injury	Case No. Status	Claim Type Departmènt	Injury Date Days Lost Closing Date		Paid this Period	Paid	Outstanding	Incurred	Recovery
••		Indemnity	04/02/2013	Medical	2,109.58	42,535.25	21,190.44	63,725.69	0.00
1821 I I I I I I I I I I I I I I I I I I I	Open	W018	76.00	TD	0.00	10,126.43	0.00	10,126.43	0.00
		W18321		PD	0.00	10,251.10	12,964.53	23,215.63	0.00
				Rehab · ·	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	0.00	4,096.87	4,096.87	0.00
				Legal Expense	416.25	3,875.16	3,624.84	7,500.00	0.00
				Other Expense	312.72	24,788.18	6,326.56	31,114.74	0.00
				Total	2,838.55	91,576.12	48,203.24	139,779.36	0.00
		Indemnity	12/10/2008	Medical	0.00	117,216.48	22,500.00	139,716.48	0.00
0	Open	W018	466.00	TD	0.00	44,992.68	0.00	44,992.68	0.00
		W18031		PD	0.00	25,557.45	0.00	25,557.45	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
		나는 것은 말을 가운 것을 못 못 못 못 했다.		Other Indemnity	0.00	1,350.00	0.00	1,350.00	0.00
				Legal Expense	0.00	48,136.79	4,363.21	52,500.00	0.00
				Other Expense	0.00	13,624.86	7,350.77	20,975.63	0.00
				Total	0.00	250,878.26	34,213.98	285,092.24	0.00
the Manager State State		Future Med-Lim	07/16/2013	Medical .	0.00	2,923.72	16,493.45	19,417.17	0.00
	Open	W018	0.00	TD	0.00	0.00	0.00	0.00	0.00
		W18611		PĎ	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	590.21	5,599.12	6,189.33	0.00
				Total	0.00	3,513.93	22,092.57	25,606.50	0.00
		Indemnity	07/24/2002	Medical	0.00	90,845.00	1,479.16	92,324.16	0.00
	Open	W018	103.00	TD	0.00	10,495.02	0.00	10,495.02	0.00
		W18611		PD	0.00	21,974.04	0.00	21,974.04	0.00
				Rehab	. 0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	458.30	0.00	458.30	0.00
				Legal Expense	0.00	49,150.32	282.28	49,432.60	0.00
				Other Expense	0.00	22,603.72	2,864.37	25,468.09	0.00
				Total	0.00	195,526.40	4,625.81	200,152.21	0.00
			Org1 Desc 13	Medical	38,413.27	495,108.67	261,760.91	756,869.58	0.00
				TD	3,215.00	105,868.22	69,080.13	174,948.35	0.00
				PD	0.00	130,062.31	43,559.53	173,621.84	0.00
				Rehab	0.00	0.00	0.00	0.00	0.00
				Other Indemnity	0.00	9,299.29	4,096.87	13,396.16	0.00
				Legal Expense	619.25	140,098.64	11,361.68	151,460.32	0.00
			Unite .	Other Expense	22,384.32	209,474.70	64,691.42	274,166.12	0.00
				Org1 Desc	64,631.84	1,089,911.83	454,550.54	1,544,462.37	0.00

Grand Total:	180	Medical	99,534.81	5,788,796.13	4,611,271.10	10,400,067.23	-2,520.00
		TD	82,246.99	3,697,760.36	345,904.57	4,043,664.93	0.00
		PD	35,476.86	2,048,944.31	934,031.89	2,982,976.20	0.00
		Rehab	0.00	39,082.25	68,413.50	107,495.75	0.00
		Other Indemnity	385.68 -	287,987.00	409,115.14	697,102.14	-530,781.73
		Legal Expense	9,361.33	903,107.11	142,168.89	1,045,276.00	0.00
	1.11	Other Expénse	47,853.72	1,065,163.07	1,001,819.75	2,066,982.82	-51,994.69
•		Grand Total:	274,859.39	13,830,840.23	7,512,724.84	21,343,565.07	-585,296.42
			a strain second				

## Appendix B Manhattan Beach Professional Services Agreement Form

THIS TEMPLATE IS DESIGNED FOR USE FOR PROFESSIONAL SERVICES AGREEMENTS THAT ARE FUNDED BY THE GENERAL FUND. AGREEMENTS THAT INVOLVE STATE, FEDERAL, OR OTHER GRANT FUNDING WILL LIKELY REQUIRE DIFFERENT AND/OR ADDITIONAL PROVISIONS.

#### ALL INSTRUCTIONS FOR USE OF THIS TEMPLATE ARE SHOWN IN RED, AND SHOULD BE DELETED PRIOR TO PROVIDING A DRAFT TO THE CONTRACTOR/CONSULTANT.

#### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated [month] [day], [year] ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and [Contractor's Legal Name], a [Legal Form of Entity and state of formation, e.g., California corporation, limited partnership, limited liability company] ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

#### RECITALS

## If Contractor selected based on response to an RFP, include Recitals A and B. If not, omit A & B and designate Recitals C, D, and E as A, B, and C:

A. City issued Request for Proposals No. \_\_\_\_\_ on \_\_\_\_\_, seeking proposals for the provision of [briefly describe required services].

B. Contractor submitted a proposal dated \_\_\_\_\_\_ in response to the RFP.

C. City desires to utilize the services of Contractor as an independent contractor to [provide/perform ... briefly describe required services].

D. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

E. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement

The Parties therefore agree as follows:

#### 1. Contractor's Services.

A. <u>Scope of Services</u>. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. <u>Party Representatives</u>. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be [Name], [Title] (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

#### *If there is a project timeline:*

C. <u>Time for Performance</u>. Contractor shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline, attached hereto as **Exhibit C**.

#### *If there is no project timeline:*

C. <u>Time for Performance</u>. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. <u>Standard of Performance</u>. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. <u>Personnel</u>. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. <u>Compliance with Laws</u>. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. <u>Permits and Licenses</u>. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

#### If Payment of Prevailing Wages is required add paragraph H:

H. <u>Prevailing Wages</u>. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works", Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit D** hereto.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through [Month] [Day], [Year], unless sooner terminated as provided in Section 13 of this Agreement or extended.

#### N.B.- IF THE PROJECT TIMELINE AND/OR FEE SCHEDULE ARE INCLUDED WITHIN EXHIBIT A, MODIFY SECTIONS 1.C AND 3.A & B ACCORDINGLY

#### 3. Compensation.

#### If compensation is based on an hourly rate:

A. <u>Compensation</u>. As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor a sum not to exceed [Written Amount] Dollars (\$[Numerical Amount]) (the "Maximum Compensation"), based on the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. The City Manager shall have authority to increase the Maximum Compensation by up to twenty percent (20%); any further increase requires City Council approval.

#### If compensation is based on a fixed amount:

A. <u>Compensation</u>. As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor the total sum of [Written Amount] Dollars (\$[Numerical Amount]) (the "Maximum Compensation"), as set forth in the Approved Fee Schedule attached hereto as **Exhibit B**.

## Optional: If contract is approved by the City Council, the following sentence may be added to the end of Paragraph A:

The City Manager shall have authority to increase the Maximum Compensation by up to twenty percent (20%); any further increase requires City Council approval.

#### If City reimburses for all or certain expenses in addition to compensation:

B. <u>Expenses</u>. City shall only reimburse Contractor for those expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses collectively exceed the total sum of [Written Amount] Dollars (\$[Numerical Amount]).

#### If City does not reimburse for expenses:

B. <u>Expenses</u>. The amount set forth in paragraph 3.A. above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. <u>Additional Services</u>. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

#### 4. Method of Payment.

A. <u>Invoices</u>. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. <u>Payment</u>. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. <u>Audit of Records</u>. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

**5. Independent Contractor.** Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

#### 6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party

regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. **Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

#### 8. Indemnification.

#### If the scope of services <u>includes</u> the performance of Services by a licensed architect, licensed landscape architect, registered professional engineer or licensed professional land surveyor:

A. <u>Indemnity for Design Professional Services</u>. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and

against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

#### B. <u>Other Indemnities</u>.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and 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. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph B. 2). 3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

C. <u>Workers' Compensation Acts not Limiting</u>. Contractor's obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. <u>Insurance Requirements not Limiting</u>. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. <u>Survival of Terms</u>. The indemnification in this Section 8 shall survive the expiration or termination of this Agreement.

# If the scope of services <u>does not include</u> the performance of services by a licensed architect, licensed landscape architect, registered professional engineer or licensed professional land surveyor:

#### A. <u>Indemnities for Third Party Claims</u>.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual,

alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and 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. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

B. <u>Workers' Compensation Acts not Limiting</u>. Contractor's indemnifications and obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers. C. <u>Insurance Requirements not Limiting</u>. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. <u>Survival of Terms</u>. Contractor's indemnifications and obligations under this Section 8 shall survive the expiration or termination of this Agreement.

#### 9. Insurance.

A. <u>Minimum Scope and Limits of Insurance</u>. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

# The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager and/or the City Attorney.

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A. 1) of this Section 9.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

# *If agreement requires professional liability insurance or, if appropriate, errors and omissions insurance:*

4) Professional Liability Insurance [or Errors and Omissions Insurance] with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

B. <u>Acceptability of Insurers</u>. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 9.

C. <u>Additional Insured</u>. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. <u>Primary and Non-Contributing</u>. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. <u>Contractor's Waiver of Subrogation</u>. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. <u>Cancellations or Modifications to Coverage</u>. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. <u>City Remedy for Noncompliance</u>. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. <u>Evidence of Insurance</u>. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates

of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. <u>Indemnity Requirements not Limiting</u>. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. <u>Subcontractor Insurance Requirements</u>. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

### 10. Mutual Cooperation.

A. <u>City's Cooperation</u>. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. <u>Contractor's Cooperation</u>. In the event any claim or action is brought against the City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

**11. Records and Inspections.** Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

## 12. Termination of Agreement.

A. <u>Right to Terminate</u>. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five (5) calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. <u>Obligations upon Termination</u>. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of

termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

**13.** Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

#### 14. <u>Default</u>.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. If the City Manager or his delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City: Attn:	If to Contractor:
City of Manhattan Beach 1400 Highland Avenue	
Manhattan Beach, California 90266 Telephone:	
Email:	

With a courtesy copy to:

Quinn M. Barrow, City Attorney 1400 Highland Avenue Manhattan Beach, CA 90266 Telephone: (213) 626-8484 Email: gbarrow@citymb.info

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

### N.B.- IF EXHIBITS B, C, AND/OR D ARE NOT USED, MODIFY SECTION 20 ACCORDINGLY.

**20.** Exhibits. Exhibits A, B, C and D constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

**21.** Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

**22. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**23.** Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

**24. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

25. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

**26. Attorneys' Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

**27. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and

enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**28. Corporate Authority**. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of the Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach, a California municipal corporation Contractor:

[Contractor's Legal Name], a [Legal Form of Entity]

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

ATTEST:

Ву: \_\_\_\_\_ Name: \_\_\_\_\_ Title:

Ву:\_\_\_\_\_ Name: \_\_\_\_\_ Title:

Ву: \_\_\_\_\_

Name: Liza Tamura Title: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_ Name: Quinn M. Barrow Title: City Attorney

#### EXHIBIT A SCOPE OF SERVICES

#### EXHIBIT B APPROVED FEE SCHEDULE

#### EXHIBIT C PROJECT TIMELINE

#### EXHIBIT D TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

# N.B.- ATTACH ONLY IF SERVICES ARE SUBJECT TO PREVAILING WAGE REQUIREMENTS.

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify the City.

3. Pursuant to Labor Code Section 1771.4, Contractor's Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify the City.

10. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.