

August 8, 2022

City of Key West  
1300 White Street  
Key West, FL 33040

To Whom It May Concern;

Gallagher Bassett Services, Inc. is delighted to respond to the City of Key West's Request for Proposal (RFP# 22-004) for Third Party Claim Administration. We are excited about the opportunity to serve as the City's qualified and reliable partner and provide superior Third Party Administration services.

Our team has thoroughly reviewed the City of Key West's specifications and we have a comprehensive understanding of your needs and expectations. We are committed to building a strong and long-term partnership with the City. GB's rich history serving Florida clients like the City of Key West began in 1966 when we established our first branch office in Miami, Florida. In the 50 plus years that have followed, we have built strong, long-term partnerships with prominent Florida clients including Miami-Dade County Public Schools, City of Lake Worth, and Pembroke Pines. GB focuses on making certain that each decision we take — from first call to closing the file — reflects well on the City and creates a positive experience for all concerned.

Public sector claims administration is a foundational strength of Gallagher Bassett. Today, we serve and manage risk management programs for four U.S. states, some of the nation's largest individual school districts, and a host of America's largest and fastest-growing cities. Even across differences in their size, composition, and geography, we share a common goal with our public sector clients — together we protect the public trust. We guide the Public Entity sector to demonstrably superior outcomes every day, as the premier risk and claims management services. We're there at every stage: from intake and evaluation through negotiation to settlement. GB has the jurisdictional expertise and industry experience to provide the City of Key West with the best service.

For every claim handled, Gallagher Bassett's approach to claims administration builds trust through transparency. Our innovative tools like the Operational Quality Dashboard (OQD) and Real Time Opportunities for Superior Claims Outcomes (ROSCO) provide, at an immediate glance, the status of most critical tasks on all your files. This is an unmatched level of transparency in the marketplace. Our commitment to the quality handling of each task, on every file, ladders up to successful claim outcomes.

On behalf of nearly 6,000 men and women around the world, thank you for considering Gallagher Bassett as your partner in administering the City's program. Greg McKenna, our Public Sector National Practice Leader, will serve as the City's primary contact for this RFP and can be reached via email at [Gregory\\_mckennaa@gbtpa.com](mailto:Gregory_mckennaa@gbtpa.com) or via phone at (630) 285-3751. We look forward to working with the City of Key West's team members to protect taxpayer dollars.

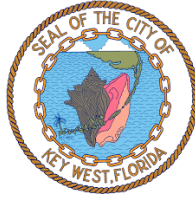
Sincerely,



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**RFP #22-004**

**The City of Key West, Florida | Third Party Claims Administration**

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### Company Overview and History

Founded in 1962, Gallagher Bassett (GB) is a multi-line claims administrator handling workers' compensation, automobile liability, general liability, products/professional liability, Texas non-subscriber, and property lines of coverage; with worldwide recorded revenues in excess of \$1.1 billion. Additionally, we offer our clients an array of risk management services to include integrated medical management services, loss control/appraisal services, self-insured qualifying and state filing services, and state-of-the-art RMS services; providing our clients with a one-stop shop for all their risk management needs.

Our approach is to offer and design specialized programs to meet the individual needs of our clients with highly tailored solutions for managing claim outcomes. Approved by more than 90 major primary and excess carriers, we provide the consistency needed within your risk management program offering no disruption in the event of a carrier change. As one of the largest non-carrier affiliated third-party administrators in the industry, we have a global presence, staffed with more than 6,300 claims professionals who serve more than 7,000 customers. Our reputation for the delivery of high-quality, cost-effective, and innovative risk management service is unparalleled in the industry.

No other TPA has GB's track record for growth, stability, and success. Whether being recognized as one of the leading TPAs in Casualty Claim Handling by Advisen in 2020, having leaders within our organization recognized as Break Out Award winners in back-to-back years by Business Insurance, or receiving the distinction as a World's Most Ethical Company for an eleventh consecutive year, GB leads the TPA marketplace.

### Experience

We guide the Public Entity sector to demonstrably superior outcomes every day, as the premier risk and claims management services provider to: states, cities, municipalities, associations, first responders, and other governmental entities serving the public. We're there at every stage: from intake and evaluation through negotiation to settlement. In June 2020, GB relaunched our GB Public Sector Practice to enrich, network, and build up our public risk management programs in a more cohesive unit to better serve you.

We have the experience, the resources and, most of all, the passionate people needed to give the City of Key West the best in claims management. We understand the responsibility associated with handling claims that directly impact the City's tax payers. Our team is committed to making certain that each decision we take — from first call to closing the file — reflects well on the City of Key West and creates a positive experience for all concerned.

Additionally, the below reflects our Florida State client-base in 2021:

- 1,182 current clients
- Over \$2.2 Billion in Total Incurred
- Over \$672 Million in Total Paid
- 73,197 claims handled
- 4,999 newly arising claims

The below reflects our Public Entity client-base in 2021:

- 139 current clients
- Over \$3.5 Billion in Total Incurred
- Over \$576 Million in Total Paid
- 63,774 claims handled
- 39,229 newly arising claims

### Feasibility and Reliability

At GB, we are focused on addressing recruitment challenges by building a pipeline of high-quality talent, expanding our recruiting team, and redoubling efforts around soliciting and rewarding referrals from current employees, as the best source of talent is often found within our own outstanding professionals and their networks. Additionally, we continue to make significant investments in extending our brand awareness and strengthening our employee value proposition within the market to fortify our position as an employer of choice. All of this dovetails with the expansion of our GB University program—our approach to bringing new talent into our industry by training and developing new team members in advance of open positions. This proactive approach enables our continued growth and helps develop the next generation of claims professionals with the goal of instilling them with the skills, values, and drive to propel our organization forward. We also recruit a diverse workforce, not only based on the recommendations of our Diversity, Equity, & Inclusion Steering Committee but also because it is important that our workforce reflect the customers, insureds, and claimants with whom we interact. Ultimately, that leads to cultural competency and better communication between the parties involved, which is a key part of driving superior outcomes.

We also launched important changes to our workplace strategy that enhance our ability to attract and engage top talent and allow us to deliver superior service for our clients. Before Covid-19 we were approximately 51% remote, and based on feedback from our team members, we enabled a larger portion of our Claims Operation, who swiftly acclimated to working from home in 2020, to continue working remotely on a permanent basis. We are making additional investments in our larger operating hubs and expanding our efforts to develop the next generation of claims professionals. These larger hubs are recruiting and training centers of excellence across the country and serve as touchstone examples of our most important talent development strategies. To support the evolution of these hubs, we expanded our team of recruiters, mentors, and technical trainers.

Furthermore, GB actively focuses on maintaining a strong professional pipeline by continuously hiring, training, mentoring, and preparing new resolution professionals to assume new roles as needs or opportunities emerge. To lessen the impact of turnover, GB has established our Transitional Services Team (TST). Unlike many TPAs that rely on outside, temporary contract employees, the TST consists of a pool of permanent GB resolution managers that are ready to take over unexpected vacancies. Our TST staff is veteran, experienced claims professionals who know our best practices and systems. We believe that our resolution managers are an extension of the City's team, and we work collaboratively to ensure we always have the right staff assigned.

Finally, hiring based on cultural fit and requesting feedback makes all the difference in successfully retaining talent. We actively support employees' training and continuing education through internal programs, and through courses available at educational facilities. We believe that these programs and professional designations enhance operational skills and ensure longevity with GB. Balancing values, cultural fit, and core emotional competencies, such as empathy, is just as important as ensuring technical expertise, particularly in customer-facing roles when hiring for the long term. We empower our people to do an exemplary job, and being exemplary means not only having the skills to succeed but also the emotional intelligence to fit seamlessly into our culture and successfully engage with our clients.

GB strives to assign the best team to each client's program by learning about the company's culture, service expectations, and getting to know the City team. We then match a resolution manager based upon these factors as well as their professional background and experience. Your Client Services Manager, Robert Ray, will work with The City's team to assemble the team best suited to meet The City's needs. Should any staffing changes be required, the CSM will handle the replacement process and engage The City in the course of identifying a replacement.

### Financial Stability

Our Annual Reports may be viewed at [www.qig.com](http://www.qig.com) by going to, "Investor Relations," and then "Financial Reports." From here you may view multiple years of annual reports and other financial information.

Additionally, we have vendor partners that help us fulfill some of the various services GB has to offer. Below we have included further detail on our vendors:

### Vendor Overview

GB partners with best-in-class vendors across our entire book of business to provide various ancillary services relating to the adjustment of your claims, and may do so here. The vendor services in scope will vary depending on the nature and scope of your service requirements. All GB subcontractors are regularly reviewed and audited by GB to ensure that the client receives the highest and best services that meet and exceed industry standards. As your TPA, GB stands behind the work of its subcontractors and takes full responsibility for oversight of their delivery.

Major vendor partnerships by service category:

- GB Investigative Services (GBIS): Allied Universal (G4S) and Coventbridge
- GB ClaimLine (Claim Intake): Navex (Telephonic) and MountainView (Web)
- GB Medicare Compliance Solutions (GBCS) Program: ISO Claim Partners
- GB Legal Bill Review: Wolters Kluwer
- GB Litigation Management (GBLMP) LegalSpend: ELM Solutions and Sterling Analytics

### Managed Care Services

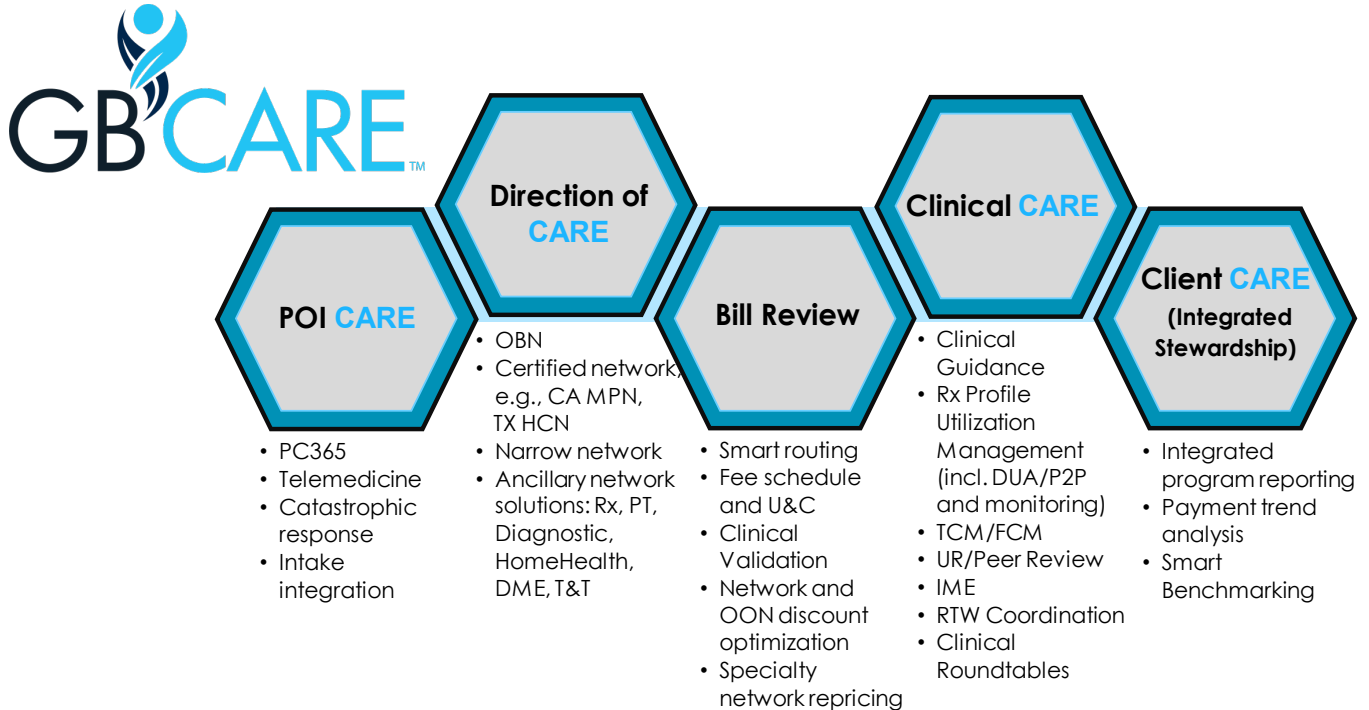
GBCARE is our primary and recommended managed care offering. GBCARE brings a suite of managed care options. Integration and automation have been engineered within and across our services to deliver unique benefits that provide the best medical outcomes in the industry. GBCARE's medical management portfolio is managed in its entirety by the GB service manager while extensively leveraging specialists, best-in-breed service providers across the industry. GBCARE maintains numerous in-house capabilities including: bill review, PPO network development, Utilization Review, TCM, FCM, analytics, and customer service.

- Integrated partners are as follows:
  - GBCARE Bill Review and PPO Networks: Mitchell, Coventry, MedRisk, Paradigm Specialty Networks, PRIME, OCCM, FairPay, and Optum
  - GBCARE Pharmacy Management Services: myMatrixx, Cadence Rx, First Script (Coventry), and Cordant
  - GBCARE PC365 (pre-claim nurse triage): Coventry
  - Additional Services:
    - Diagnostics – One Call
    - Durable Medical Equipment – HealtheSystems
    - Physical Therapy – MedRisk
    - Vocational – Stubbe & Coventry

Below we have also included additional team resources that support the City's assigned claims team:

### GBCARE

**GBCARE is our primary and recommended managed care offering.** Although some components of GBCARE's service offering are delivered through strategic vendor partnerships, our service delivery is unique to GBCARE and includes development, strategy, and oversight from dedicated GB staff. Our



GB can work with other managed care vendors as directed by the client; however, when managed care is unbundled, the overall service delivery and pricing may be affected. GB will be happy to discuss the City's requirements further and work toward mutually acceptable alternatives.

GBCARE provides access to the **largest workers' compensation PPO network** in the nation through Aetna, First health, Focus, Prime, Multiplan, MedRisk, One Call Care Management, Paradigm Specialty Network, and other top-performing networks. GBCARE chooses providers based upon their credentials and experience, and physicians are reviewed for proper licensing, malpractice history, and hospital privileges. In addition, physicians must understand the workers' compensation system thoroughly, accept negotiated medical fees (lower than the schedule in fee schedule states), and practice in specialties related to workers' compensation injuries, such as emergency medicine and orthopedics.

In addition to PPO networks, our **Outcomes-Based Network (OBN)** identifies workers' compensation providers (primary care or point-of-entry providers and orthopedic surgeons) who have statistically shown to contribute to quality patient outcomes, shorter claim duration, and lower overall claim costs.

The OBN is available in 46 states including the State of Florida. To select OBN providers, GBCARE analyzes medical payments and claim data and scores providers on attributes in four categories: medical utilization, return to work, financial performance, and clinical utilization. Comparing the outcomes of OBN providers to non-OBN providers offers a compelling case for using our OBN.

#### **Treatment Quality Index (TQI) & Clinical Guidance**

*The Right Resources. On the Right Claims. At the Right Time.*

Historically, claims and risk professional had two options: over-utilize clinical resources and accept the additional cost of doing so. Alternatively, delay assigning a resource and risk missing the window of



opportunity to influence outcomes. These blunt approaches jeopardize the claim's outcome and people's wellbeing.

Treatment Quality Index incorporates the latest clinical research and data analytics into the GBCARE platform to improve the claims handling process. With TQI, we know our teams have a real time view of proposed treatment that does not comport with evidence-based medicine, and allows our nursing and claims teams to critically analyze the treatment's effectiveness.

TQI identifies treatments that deviate from the correct course of treatment as identified through evidence-based medicine (EBM). This provides decision support functionality to engage the appropriate clinical resource to address the problem. Treatment that does not align with EBM leads to higher medical costs, longer disability durations, and worse claim outcomes. TQI helps identify ideal treatment pathways through EBM:

- Integrated treatment analysis and targeted guidance
- Treatment expectation setting and compliance monitoring
- Engaged with resolution manager

Waypoint Clinical Guidance uses analytic models that assess risk throughout the life of a claim to identify those where intervention is required. Clinical Guidance pinpoints the most impactful and cost efficient combinations and allocations of claim and clinical resources (RTW Coordinator, TCM, FCM, IME, DUA, P2P) to aid resolution. Clinical Guidance outputs include:

- Claim acuity scores generated from using clinical, psychosocial, financial and treating provider attributes for new and maturing claims
- Predictive risk alerts that are mined from data received from the FROI, initial claim investigation and nurse triage findings.
- Demonstrated risk alerts that are mined daily through integrated medical and pharmacy utilization data where inappropriate, excessive or escalating levels for care are occurring
- Triage recommendations to align risk acuity with clinical expertise for claims requiring intervention
- Immediate assignment to a specialty clinician when risk is identified
- Web-based delivery of risk alerts combined with actionable decision-support content accessible to clinical, employer, and claim resources

### **Litigation Risk Reduction Strategy: GBLMP**

**GB Litigation Management Program (GBLMP)** provides a comprehensive approach to litigation management. The first phase of GBLMP incorporates legal bill review that is completed by attorneys, legal budgets, and metrics around associated data. GBLMP includes metrics to assess litigation outcomes to assist in the selection and evaluation of legal representation based upon jurisdiction, coverage, and more. As part of our ongoing efforts to control claim costs (including mitigation of litigation risks) we follow claims best practices. Among many components, our best practices consider the importance of timely and appropriate communication with all parties to minimize the anxiety around the claim process that can lead to litigation.

Decisions around liability/compensability are made as soon as practicable, following investigation, with compensation paid as appropriate. Collaboration with the client is also an important element in addressing litigation risks. While a decision around acceptance or denial of a claim may appear to be clear, there may be considerations that impact other areas of the City's business, including the costs of litigation, that weigh into decisions to settle or defend. We encourage ongoing discussion between our claim experts, the City, and legal representation to weigh the options for each case. Finally, our evolving analytics and stewardship process can aid in the identification of trends and issues that may be contributing to litigation exposure. We strive to provide timely identification of these trends and issues to clients so they may consider alternatives that can have positive impact on their claims programs.

Because we do not have a formal legal panel, firms are often selected by the client and/or directed by the carrier. However, within our litigation management program (GBLMP) we have more than 2,600

firms that we work with on behalf of the clients and are adding more firms each month. When GBLMP generates sufficient data we intend to develop an outcomes-based network (GBLMP LegalNet) for law firms which will be available to clients who elect this level of participation in GBLMP.

- **GBLMP LegalNet** – Anticipated for introduction in 2023, GBLMP LegalNet will be GB's preferred (recommended) defense panel counsel. LegalNet is based on a single rationale – better law firms drive better outcomes. This panel will be curated based on LegalScore performance across our book of business and comprised of those firms that have demonstrated consistent, differentiated performance. Once available, LegalNet will be offered to clients on a subscription basis.

### **GBLMP LegalSuite**

GBLMP LegalSuite offers solutions to help increase the value of litigation services and improve claim outcomes (e.g. LegalSpend, LegalScore, and LegalNet). GBLMP solutions are all grounded in the same belief – better information drives better claim outcomes. Below are overviews of these solutions.

### **GBLMP LegalSpend**

GBLMP LegalSpend is a comprehensive solution that enables more efficient claims handling and more effective management of litigation costs. We partner with ELM Solutions, using their TyMetrix360 (T360) product, Legal Bill Analyzer (LBA) process and team to provide industry leading legal bill review and data analytics. The program provides consistent application of, and compliance with, billing guidelines across all law firms and delivers savings by eliminating fees for services outside agreed to guidelines.

- **Legal Bill Review**

The LBA review team is staffed with paralegals and attorneys and, supported by AI technology. Each invoice and associated line item billed is subject to a 3-level review process:

1. The ELM Artificial Intelligence engine identifies and flags any line items with potential guideline violations
2. An Initial Bill Reviewer assesses each invoice and line item for guideline and rate compliance
3. A Quality Assurance Reviewer provides an additional compliance review
  - QA is also handles all law firm appeals

The LegalSpend bill review process takes bill review to the next level when compared to historical adjuster review. AI and guideline-based automated review parameters allow automated identification of items like:

- Redundant billing and activities
- Tasks performed by inappropriate levels within the organization (e.g. partners doing paralegal work)
- Erroneous/egregious practices such as excessive rates, excessive hours across multiple days, etc.

- **Analytics**

LegalSpend provides analytics to enable more effective management of litigation costs and law firm performance. Standard reports, client-tailored reports, and online dashboard analytics (ELM LegalView) are available at no cost for client-level macro information and KPIs along with associated drill-down detail by firm, matter, and invoice for:

- Bill Review Results
- Adjustments by Reason
- Budget v. Actuals
- Level of Resource
- Billed rates



- Matter Expenses
- Phases of Litigation

LegalSpend is offered at no cost to clients, as law firms absorb the cost on behalf of their clients (2% of net fees). For this, law firms gain efficiencies through immediate, online access to status of every invoice and receive accelerated invoice cycle time – on average invoices are paid in approximately 15 days.

### **GBLMP LegalScore**

GBLMP LegalScore is GB's industry-leading law firm performance dashboard solution and addresses historical challenges to accurately assessing law firm performance:

- A lack of consistent, outcomes-focused performance metrics
- A limited volume of similar claims in a jurisdiction to analyze and generate credible relative assessments
- Lack of visibility into how performance compares to peers

LegalScore addresses these challenges using GB's vast claim data sets and industry-leading advanced analytics to generate a fair assessment of law firm performance. LegalScore allows risk and claim professionals to identify areas for improvement and to partner with law firms more effectively:

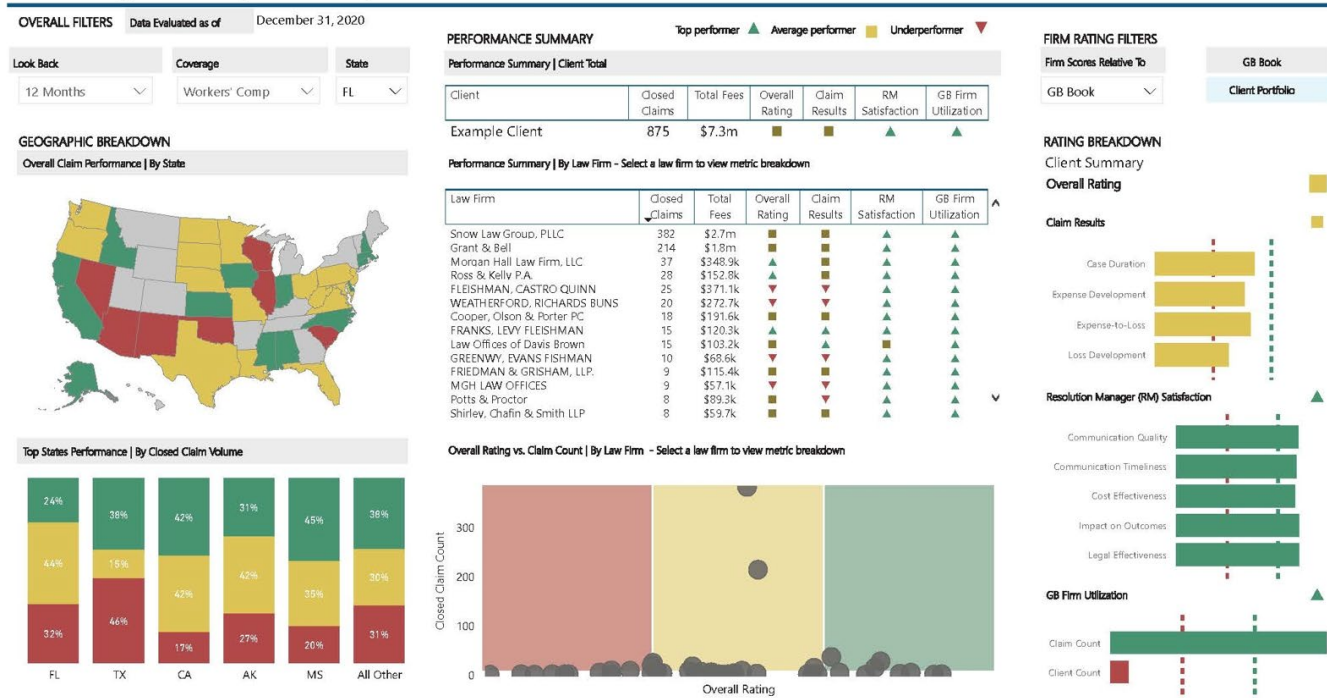
1. **Rates Outcomes** – LegalScore's multidimensional assessment balances objective and subjective ratings on factors that affect outcomes, including:
  - Claim Results – expense-to-loss ratio, case duration, claim development
  - Resolution Manager Satisfaction – law firm communication quality, cost effectiveness, legal effectiveness, and impact on claim outcome
2. **Applies Analytics** – LegalScore uses advanced analytics applied to current, normalized data:
  - Ratings are derived from closed claim data
  - Outliers are removed so ratings are not skewed by extraordinary claims
  - Artificial intelligence and advanced regression analyses adjust performance based upon complexity to allow for apples-to-apples comparison
3. **Offers Insight** – LegalScore produces credible comparisons and actionable insights:
  - Law firm evaluations are by jurisdiction and line of coverage
  - Performance is assessed at three levels – overall, category, and category metric
  - Two views of performance – vs client portfolio and vs GB portfolio

LegalScore is accessed via a web portal and is available to clients at no additional cost. On the following page, we have included a sample screenshot of GBLMP LegalScore.

# City of Key West

## Section 3: Executive Summary/Proposal Narrative

### GBLMP LegalScore Report - Example Client



LegalScore is entirely independent from LegalSpend, with LegalScore results available regardless of participation in our bill review program. However, LegalSpend is complementary to LegalScore given the level of details available through invoice data capture.

### Monitoring Quality

GB employs a comprehensive approach to quality assurance involving laser-focused feedback informed by industry leading business intelligence and a combination of traditional and innovative solutions. While supervisor reviews and claim audit practices have been commonplace in the claims industry for years and are involved with GB's quality solution, GB has re-engineered that approach to include additional methods for measuring and driving a quality level not typically seen in competitor's claim operations – as seen below through our Operational Quality Dashboard and ROSCO Approach.

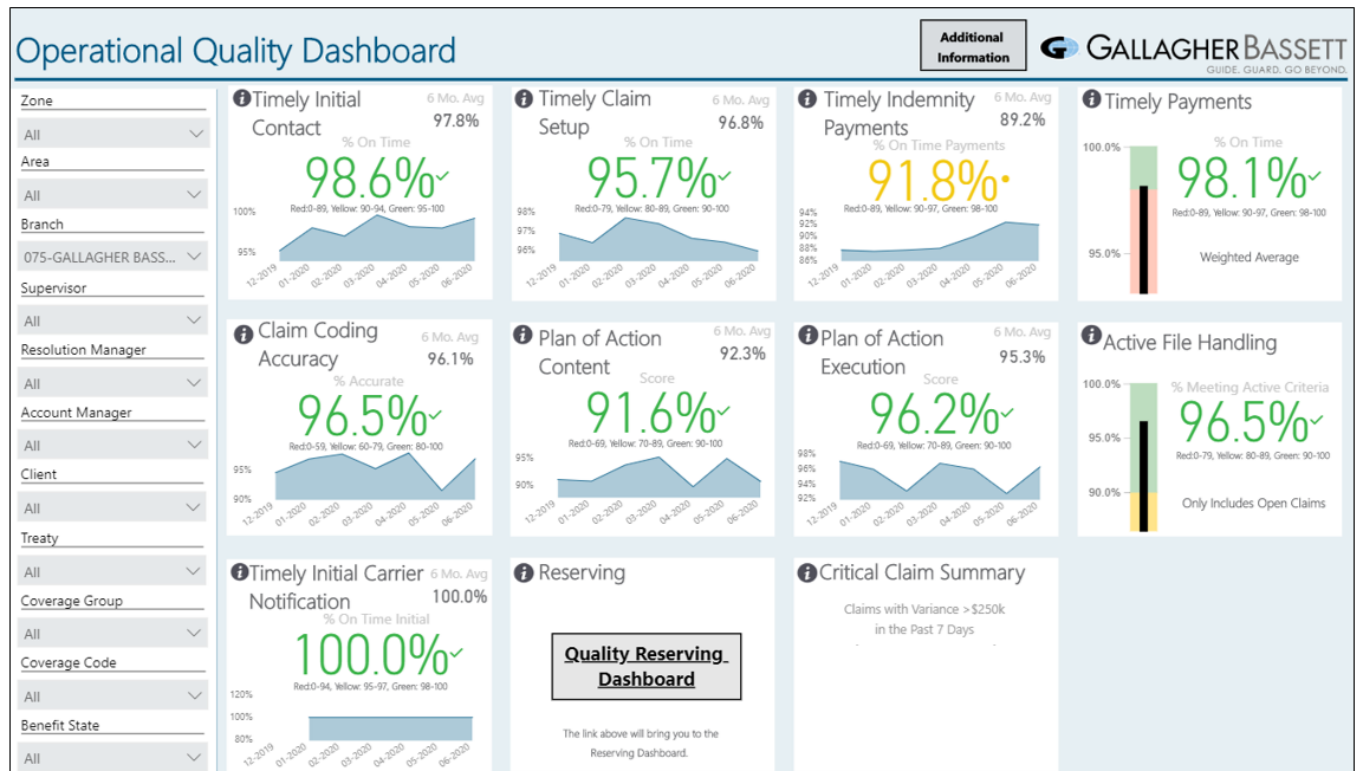
### Operational Quality Dashboard (OQD)

GB uses cutting-edge tools to monitor and manage quality throughout our operation. We actively manage our resolution managers' (adjusters) performance via a comprehensive set of quality and outcome measures to ensure we are taking the right actions to deliver superior outcomes to our clients. We have identified a number of qualitative metrics and transactions that are critical indicators of effective claim handling that our supervisors have daily insight to for their team's performance. Compliance with these servicing priorities is measured, tracked and reported via the Operational Quality Dashboard (captured below).

The OQD provides transparent, actionable views of claims operations performance at zone, branch, client, resolution manager and claim level with metrics refreshed daily. Our client-facing OQD captures the majority of these metrics enabling the City to monitor their program on a day-to-day, 24/7 basis.

# City of Key West

## Section 3: Executive Summary/Proposal Narrative

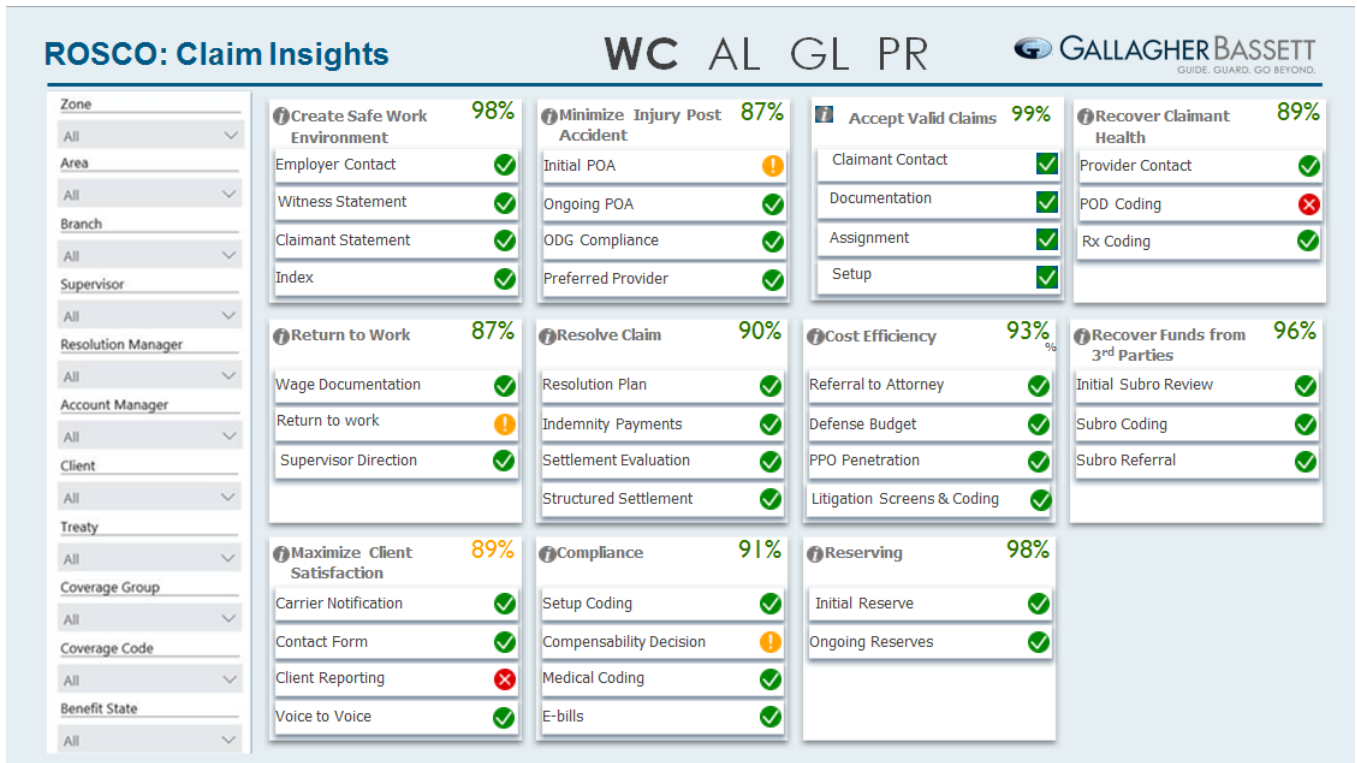


### ROSCO (Real-Time Opportunities for Superior Claims Outcomes)

Our approach to quality and outcomes assurance is a critical piece that ensures we deliver on our mission. At GB, we start with the goal of achieving the best outcome on every claim. Our team has a developed quality assurance processes called "ROSCO" (Real-Time Opportunities for Superior Claims Outcomes) that addresses the shortcomings in typical quality control audits/file reviews performed across the industry. Shortcomings include a lack of transparency of expectations, delayed activity timing, low sample rates, scoring inconsistency, and lack of transparency to clients. A sample interactive dashboard is pictured on the following page.

# City of Key West

## Section 3: Executive Summary/Proposal Narrative



## Section 4: Qualification Statement/Team Experience Overview

### Qualifications of Team

At GB, we believe the alignment of the service team is vital to a successful program. The City of Key West will receive the support of several individuals within GB. Client Services Manager, Robert Ray, will be assigned as the main point of contact for the City's program.

Further, we will use **comprehensive strategies to achieve the greatest possible cost control** and an event-driven, active management approach to resolve and close files without compromising the care and compassion required to satisfy clients and claimants. We use **proactive claims management across the resolution process**, from claim intake to conclusion, to deliver the best possible outcome using a talent and tools hybrid approach. Our Florida State licensed resolution managers (adjusters) utilize our **vast array of tools** in providing superior results to our clients (e.g. Waypoint – our automated loss reserving, clinical guidance, litigation propensity, and subrogation potential – predictive tools).

GB has proposed the Ft. Lauderdale, Florida 118 Branch Office to support the City's program which has been in operation since 2004. Below is our organizational structure of the proposed team assigned to Key West's program:

GB has assembled an experienced and talented team to lead the City's program with each of the proposed team members having been selected for their skill sets and experience. Moreover each of our proposed team members has the capacity to take on the City's program.

### Account Management

- ❖ **Greg McKenna**, National Practice Leader – Public Sector, Greg brings 21 years of industry experience along with 14 of those years within GB. Greg leads GB's U.S. Public Sector Practice providing strategic direction to Public Sector teams, including the City's program, to achieve superior claims outcomes. Additionally, Greg connects Public Sector clients and the broader GB enterprise to advance best practices and results.
- ❖ **Joe Monico**, Account Executive, Joe brings 11 years of industry experience along with 11 of those years at GB. Joe's primary responsibility is new business development. Joe will serve as the sales liaison to all parties involved in the sale and implementation of the City's program and oversee the financial aspects and processes including the proposal, pricing, and contracting. Joe's experience includes Adjusting and Supervising Workers Compensation Claims for our Florida Public Entity Clients. (May need to reword or word this better – please and thanks!)
- ❖ **Robert Ray**, Client Services Manager, Robert brings 3 years of industry experience along with 1 of those years at GB. Robert will serve as the single point of contact within GB and advocate for the City by acting as an extension of your risk management department. Robert attended University of Central Florida's Claims Adjusting Program and has experience with municipalities and government entity programs.

### Claims Management

- ❖ **Vilma Palma-Blackmon**, Senior Vice President of Operations, Vilma brings 42 years of industry experience along with 36 years within GB. Vilma is responsible for GB's Southeast Zone including Florida.
- ❖ **Andrea Humphries**, Assistant Vice President of Claims Operations, Andrea brings 43 years of industry experience along with 38 years of that experience within GB. Andrea plans, organizes, and directs Ft. Lauderdale branch office activity to meet client service needs along with corporate quality and expense goals. Andrea's experience also includes the State of Florida and public entities. She also holds a State of Florida jurisdictional license.
- ❖ **Reanna Green**, Supervisor, Reanna brings 28 years of industry experience along with 9 years within GB. Reanna is responsible for the leadership of a workers' compensation claims unit at the Ft. Lauderdale branch including the management of technical and clerical staff and work flow.

## Section 4: Qualification Statement/Team Experience Overview

Reanna also holds a State of Florida jurisdictional license and State of Florida and public entity experience.

- ❖ **Denise Potter**, Senior Resolution Manager, Denise brings 15 years of industry experience along with 1 of those years at GB. Denise determines compensability on all new workers' compensation claims including the coordination of return to work with clients and providers. Denise has Florida State experience along with a Florida State jurisdictional license along with public entity experience.
- ❖ **Mayra Velez**, Service Representative, Mayra brings 13 years of industry experience along with 13 of those years within GB. Mayra manages medical only claims including authorizing medical treatment and processing appropriate medical bills consistent with GB's best practices.
- ❖ **Christina Roldan**, Supervisor, Christina brings 26 years of industry experience along with 23 of those years within GB. Christina is the supervisor of the Atlanta, GA liability claims branch office assigned. Christina is also responsible for team training and mentoring, delivering monthly reports, completing audits, and maintaining strong relationships with our clients. Christina also holds a Florida license and has Florida State experience.
- ❖ **Carla Lewis**, Senior Resolution Manager, Carla brings 27 years of industry experience along with 4 years with GB. Carla is responsible for the investigation, evaluation, disposition and settlement of the most complex claims as well as the highest exposure. Carla also has a Florida License with Florida State experience, as well.

We have included Team Resumes within the *Referenced Document* section of this proposal for your review.

### Scope of Work

We have reviewed the Scope of Work below and are confident that we can not only meet but exceed the City's expectations. Below we have expanded on the following:

- 1) Information presented in this Request for Proposal and all statements contained in the written proposals received are intended to be relied upon by the City. All coverages and services must be issued as proposed unless the City authorizes individual changes. Any changes authorized by the City will not alter any other items contained in this Request for Proposal.

GB has read and understands the above requirement.

- 2) All proposers must be currently licensed in Florida as a Third-Party Administrator in accordance with Chapter 626, Florida Statutes.

GB confirms, and we have included our Florida State License located within the *Referenced Documents*.

- 3) Proposals should be signed by an authorized representative of the Third-Party Administrator providing the service.

We have included the signature of the authorized representative of GB within our proposal response.

- 4) All proposals must contain a sample contract for review.

We have included the Standard Service Agreement within the *Referenced Documents* section of this proposal.



## Section 4: Qualification Statement/Team Experience Overview

- 5) All proposers must ensure that the rates proposed will apply for a minimum of 1 year. Proposers will be required to provide Ninety (90) days written notice of the rates that will be charged for subsequent contract years.

GB will comply. Please refer to the Cost & Terms following our response.

- 6) Proposer will be required to provide a ninety (90) days written notice prior to the termination or non-renewal of the agreement.

Please refer to the Cost & Terms following our response.

- 7) Claim reports shall be furnished monthly. Reports should be completed in plain English and received by the City within twenty (20) days following the end of each month. The reports should include a detailed description of individual claims and the amount paid for each claim and any open reserves that are assigned. Individual allocations by operating location may be necessary. Claim reports must continue to be furnished without charge until the last open claim is closed, or until the proposer is no longer providing a service to the City.

GB will comply with the above reporting requirements of the City. Please see below overview of our RMIS, LUMINOS:

### **LUMINOS Overview**

LUMINOS is our award-winning, client-facing RMIS that provides 24/7 web-based access to information ranging from dashboard overviews to detailed standard and customized reports and access to the claim file itself. It delivers unique answers and solutions to our clients specific program needs, and it is available anytime, anywhere. Detailed loss experience reports can be customized and accessible at any time or scheduled as necessary. LUMINOS offers an extensive suite of customizable dashboards, analysis of trends, and identification of hot spots to enable rapid preventive and corrective action.

LUMINOS responds to the high demand for immediate access to information by making it easy to monitor incident, claim, and financial activity. It supports proactive claim management with your ability to:

- Add your own claim file attachments and client notes
- Activate claim alerts that keep you abreast of key claim file changes
- Use your mobile devices to access information while you are on the go

LUMINOS seamlessly integrates claim data, financials, locations, and notes. It has over 100 standard reports, graphs, and dashboard templates that make it easy to create almost any report, including every type of:

- Tactical report for day to day administration
- Strategic reports to capture important trends
- Forensic reports that open up the world of real cost drivers for each client

The LUMINOS reporting tools allows clients to:

- Schedule individual reports or report packages
- Distribute reports to specified groups
- Apply coverage and location security
- Review summary level reports as well as drill-down to the precise details
- Export to Excel and PDF
- Ad-hoc capabilities
- Create reports based on a triggering event
- Respond to interactive questions to filter the report data
- Conduct advanced analytics

## Section 4: Qualification Statement/Team Experience Overview

- 8) The proposer will adhere to any and all reporting requirements of the City's Insurers and to coordinate all specific and aggregate recoveries.

GB confirms and will comply, in addition to our LUMINOS reports we provide reconciliation reports. Our clients receive a monthly reconciliation package that reflects all debits and credits, paid and outstanding items, stop-pays, and opening and closing balances. The reconciliations provide a third-party audit trail of payment and funding activity, as well as a tool to complete the closed loop balancing of our reports.

- 9) The proposer will coordinate all subrogation and second disability fund recoveries for all claims being administered by the Administrator even if such claims are no longer active.

GB has invested in a Centralized Subrogation Unit that provides both the capabilities and processes that allow our teams to actively pursue subrogation to mitigate clients' costs and losses. Our subrogation resolution managers have deep experience in handling a variety of claims, and know what to look for in an accident investigation to properly assess and pursue subrogation. Your assigned resolution manager will review the accident details, statements, police report, photos and any other relevant material to ensure subrogation opportunities are recognized and brought to the City's attention. Where appropriate, the resolution manager will send lien notices to all parties involved and actively pursue recovery once investigation is complete and a liable third-party is identified. The file is to remain open for recovery unless discussed with the City.

In 2021, GB recoveries were in excess of \$124.5 million.

Both the supervisor and the resolution manager are required at each diary review to comment if there is any Second Injury Fund potential. If Second Injury Fund potential is identified, in the states that will allow it, the resolution manager files the appropriate requests for potential reimbursement and docket this on our tracking system. In states where this is not a function of the resolution manager and must be processed by counsel, the resolution manager makes the appropriate assignment and monitors the matter for the submission by counsel. From that point forward, the resolution manager or counsel continues to monitor acceptance or denial from the state, and if acceptance is received, the resolution manager completes (or has counsel complete) the necessary recovery request documentation.

GB does not charge an extra fee for that service by the resolution manager. We are not aware of any rejected submissions to state second injury funds.

- 10) Proposers must submit their proposals on the forms included in this Request. Additional information regarding the Proposers organization may be submitted in addition to the Proposal Forms. In addition, if an addendum to this request is issued, the Proposer must acknowledge receipt of such addendum by completing and returning with their proposals the acknowledge forms, which will accompany the addendum.

GB confirms and will comply with the above proposal requirements.

- 11) Every attempt has been made to furnish complete and accurate information to the best of City's knowledge. Proposers are encouraged to determine, at their sole expense, additional information required to develop their proposals including any inspections and loss control surveys.

GB confirms that we have supplied the City with complete and accurate information.

## Team Member Resumes

- **Executive Team**

- Joe Monico – Account Executive
- Vilma Palma-Blackmon – Senior Vice President , Claims Operations
- Robert Ray – Client Services Manager

- **Ft. Lauderdale, FL – Branch**

- Andrea Humphries – Assistant Vice President, Claims Operations
- Reanna Green – Supervisor
- Denise Potter – Senior Resolution Manager
- Mayra Velez – MO Service Representative

- **Atlanta, GA – Branch**

- Christina Roldan – Supervisor
- Carla Lewis – Senior Resolution Manager

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## Joe Monico

Gallagher Bassett – Miramar, FL

[Joseph\\_Monico@gbtpa.com](mailto:Joseph_Monico@gbtpa.com)

### **Current Position: Account Executive**

Years in Industry: 11 Years | Years of Service with GB: 11 Years

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## INDUSTRY EXPERIENCE

### **Gallagher Bassett 2020 – Present**

#### **Account Executive**

Primary responsibility is new business development for clients, carriers, captives, and alternative market claim outsourcing solutions. Serve as the sales liaison to all parties involved, including insureds, carriers, and other stakeholders. Oversees the financial aspects of property and casualty programs through the sale and implementation process, including proposal, pricing, and contract.

#### **2017 – 2019**

#### **Senior Account Manager, Account Management Department**

Acted as an extension of risk management department for assigned client base by providing pro-active, consultative, and overall program coordination services. Provided assistance in the administration and implementation of claims management program. Ensured all service expectations are identified and maintained. Acted as the liaison between client and Gallagher Bassett. Communicated any relevant changes within GB that may affect client's program.

#### **Mastec, Inc. 2017 – 2017**

#### **Workers' Compensation Claims Manager**

Managed Third Party Administrator and oversaw workers' compensation claims. Reviewed and approved reserves and settlements. Held quarterly claim reviews. Compiled and analyzed reserve data to reduce risk.

#### **Gallagher Bassett 2015 – 2017**

#### **Workers' Compensation Claims Supervisor**

Supervised a unit of multi-jurisdictional workers' compensation resolution managers. Interviewed and trained new staff in procedures and job-related functions. Identified problem areas related to performance and personnel issues. Participated in training and developmental needs of staff. Ensured and maintained appropriate licenses or certifications of resolution managers for all states in which claims were handled.

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**2011 – 2015**

**Workers' Compensation Adjuster / Senior Adjuster**

Responsible for the investigation, evaluation, and disposition and settlement of the most complex claims and highest exposures with minimal supervision. Maintained client satisfaction through professional communication and adherence to special claim handling guidelines and/or performance guarantees specific to assigned clients. Attended depositions, mediations, hearings and all other legal proceedings, as needed. Identified and directed appropriate internal and/or external resources for specific activities required to effectively evaluate claims. Participated in claim reviews and partnership meetings. Utilized analytical skills necessary to make decisions and resolve complex issues inherent in handling losses.

**Business Segment Experience:** Risk Management

**Line of Business Expertise:** All Lines of Coverage

**Industry Experience:** Public Schools and Colleges, Retail, Transportation, Health Care, Municipalities, Religious Practice

Jurisdictional Licenses: 0620 Adjuster – All Lines W048029

**State Experience:** FL, NC, SC, GA, TN, AL

**Highest Level of Education:** Bachelor of Science in Business Management at University of Central FL.

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## Vilma Palma-Blackmon

Gallagher Bassett – Miami, FL

[Vilma\\_Palma-Blackmon@gbtpa.com](mailto:Vilma_Palma-Blackmon@gbtpa.com)

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### **Current Position: Senior Vice President, Claims Operations**

Years in Industry: 42 Years | Years of Service with GB: 36 Years

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## INDUSTRY EXPERIENCE

### **Gallagher Bassett 2000 – Present**

#### **Senior Vice President, Claims Operations**

Responsible for Gallagher's Southeast Zone, which comprises eight states (Florida, Georgia, Alabama, South Carolina, North Carolina, Tennessee, Kentucky and Virginia). This includes sixteen offices, over four hundred employees and oversight of GB's - Florida Regulatory Compliance Team. Established platform and actively manage client specific M/WBE requirements. Additional positions held, Vice President and Area Vice President.

### **1986 – 2000**

#### **Branch Manager**

Managed two South Florida offices, thirty-five employees and an on-site telephonic case management unit. Specific focus on quality claim handling, regulatory compliance, and client satisfaction. Additional positions held: Claim Supervisor, Senior Claims Representative.

### **Midland Insurance Company 1980 – 1986**

#### **Claim Representative**

Handled all USL&H claims.

**Business Segment Experience:** Risk Management

**Line of Business Expertise:** Workers' Compensation

**Industry Certifications:** Certified in Workers' Compensation, (CWC Designation)

**Awards/Recognition:** 2018 Inductee in Florida Workers' Compensation Institute Hall of Fame

**Highest Level of Education:** University of Miami, Certificate in Business Management

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## Robert Ray

Gallagher Bassett - Lake Mary, FL

[Robert\\_Ray@gbtpa.com](mailto:Robert_Ray@gbtpa.com)

### **Current Position: Client Services Manager**

Years in Industry: 3 Years | Years of Service with GB: 1 Year

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## INDUSTRY EXPERIENCE

### **Gallagher Bassett 2021 – Present**

#### **Client Services Manager**

Serve as the single point of contact within Gallagher Bassett. Advocate for clients by acting as an extension of their risk management department using significant knowledge of all GB products, services, and system capabilities as well as a substantial knowledge of risk management. Identify client's key performance metrics and expectations and facilitate communication with the entire service team. Deliver pro-active and consultative services to drive risk management programs towards success. Develop actionable insights by interpreting advanced financial trends and analytics to effectively target areas of opportunity. Communicate any relevant changes within GB that may affect client's program.

### **National Risk & Management Associates 2020 – 2021**

#### **Risk Manager/Claims Advocate**

Performed high quality customer service management to ensure customer care. Investigated and resolved liability exposures for commercial lines, auto, property, general lines, and bodily injury claims up to specified deductible limits per insured policy. Negotiated liability exposures and subrogated claimant carriers on behalf of insureds. Educated and informed the insured on their policy and the claims process. Created, updated, and educated insureds on guidelines and claims manuals based upon insurance policies and company needs. Prepared detailed liability investigation reports for claims involving multiple exposures. Issued accurate and timely claim payments once coverage, liability, and damages were confirmed. Determined fault of accidents by assessing the damage to the vehicles. Recreated accident scenes based upon interviews, area photos, and points of impact. Worked with in-house expert witness to review legal cases and assist in preparing responses. Created, updated, and maintained reports for insurance companies based upon individual policy needs.

### **Liberty Mutual Insurance 2018 – 2020**

#### **Claims Adjuster**

Investigated and resolved liability exposures in over 15 states while abiding by those states' specific statutes. Negotiated liability exposures and subrogated claimant

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carriers on behalf of policyholders. Educated and informed the insured on their policy and the claims process, personally yielding higher customer service than targeted by company goals. Organized and prioritized time sensitive projects and claims, including total loss vehicle claims and catastrophe claims.

**Business Segment Experience:** Risk Management

**Line of Business Expertise:** Liability

**Industry Experience:** Retail, Transportation, Medical/Nursing, Municipalities, Government Entities, Manufacturing, Construction, Education, Agriculture, Environmental, Staffing, Communication

**Highest Level of Education:** Seminole State College – Business and Film  
University of Central Florida's Claims Adjusting Program

**Awards/Recognition:** Customer Service Award – Liberty Mutual (2018)

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## Andrea Humphries

Gallagher Bassett – Fort Lauderdale, FL  
[Andrea\\_Humphries@gbtpa.com](mailto:Andrea_Humphries@gbtpa.com)

### **Current Position: Assistant Vice President, Claims Operations**

Years in Industry: 43 Years | Years of Service with GB: 38 Years

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## INDUSTRY EXPERIENCE

### **Gallagher Bassett 1998 – Present**

#### **Assistant Vice President, Claims Operations**

Plan, organize, and direct branch/area branches activity to meet client service needs along with corporate quality and expense goals. Maintain positive client, inter-departmental, intra-company, and governmental relations. Responsible for technical proficiency of the branch work product including compliance with client service instructions and performance warranties. Develop activity and financial plans. Monitor and control branch/field operations resources. Thorough knowledge and understanding of corporate policies/procedures and use of metric driven tools to evaluate performance and identify problems areas in advance of them becoming service issues

### **1995 – 1998**

#### **Claims Supervisor**

Reviewed and assigned claims and tasks to adjusters. Oversaw claim investigation and handling to ensure client, state, and carrier requirements were followed. Managed telephone and written communication with clients, claimants, medical providers, and attorneys. Ensured claim payments of lost wages and medical bills were processed timely and accurately. Trained new adjusters in procedures and job-related functions.

### **1984 – 1988**

#### **Claims Representative**

Investigated, evaluated, and settled complex claims and highest exposures with minimal supervision. Clearly communicated concise action plans, and presented plans for moving the case to conclusion. Processed claims consistent with clients' and corporate policies, procedures, and best practices and also in accordance with any statutory, regulatory, and ethics requirements. Demonstrated ability to comply with carrier reporting and threshold requirements.

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**Bruns Casualty General Agency 1979-1984****Claims Adjuster**

Responsible for the investigation, evaluation, disposition and settlement of the most complex claims and highest exposures with minimal supervision. Investigated, evaluated, and determined coverage of liability and damages, and setting the proper reserves. Exercised proper judgment and decision-making to analyze the claim exposure, to determine the proper course of action, and to appropriately settle the claim. Responsible for delivering best practices and client service requirements to customers with the highest level of performance.

**Business Segment Experience:** Carrier, Self-Insured, Alternative Markets/Captives

**Line of Business Expertise:** Workers' Compensation

**Industry Certification:** COVID-19 Contact Tracing

**Industry Experience:** Agriculture, Airlines, Automotive, Carrier, Construction, Dioceses/Religious Entities, Education, Facilities/Janitorial, Finance/Insurance, Food Service/Concession, Grocery, Healthcare, Hospitality/ Entertainment, Manufacturing, Municipalities, Oil/Mining, PEOs, Public Police and Law Enforcement, Public Entities, Restaurants, Retail Stores, School Districts/Education, Private Security, Sports/Athletes, Temporary Workforce Agencies, Transportation/Trucking, Warehousing/ Wholesale

**Jurisdictional Licenses:** AL, FL, GA, LA, MS, NC, SC, TN, TX

**State Experience:** FL

**Highest Level of Education:** Broward Community College - Completed multiple general business courses 1981 - 1982

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## Reanna Green, AIC

Gallagher Bassett – Ft. Lauderdale, FL

[Reanna.Green@gbtpa.com](mailto:Reanna.Green@gbtpa.com)

### **Current Position: Supervisor**

Years in Industry: 28 Years | Years of Service with GB: 9 Years

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## INDUSTRY EXPERIENCE

### **Gallagher Bassett 2022 – Present**

#### **Supervisor**

Responsible for the leadership of a workers' compensation claims unit including the management of technical and clerical staff and work flow. Duties include ongoing training and motivation of staff as well as management of personnel and performance issues. Active and ongoing client interfacing with national accounts, which includes face-to-face meetings, claim reviews, and overall customer support and availability. Intensive oversight of claim files and their movement to resolution and closure.

### **Sedgwick/York Risk Service 2013 – 2022**

#### **Supervisor/WC Auditor**

Supervised 14 adjusters and technical staff for workers' compensation claims. Provided technical/jurisdictional direction to examiner reports on claims adjudication; and maintained a diary on claims in the teams including frequent diaries on complex or high exposure claims.

### **Gallagher Bassett 2004 – 2013**

#### **Supervisor**

Directed claim handling and compliance for direct reports. Provided support, guidance, leadership and motivation to promote maximum performance.

### **PMI Employee Leasing 1998 – 2004**

#### **Senior Adjuster/Field Case Manager**

Investigated and adjusted workers' compensation claims. Attended physician appointments, conferenced with doctors to help expatiate proper medical treatment.

**Business Segment Experience:** Self-Insured

**Line of Business Expertise:** Workers' Compensation

**Industry Certifications:** AIC

**Industry Experience:** Airlines, Automotive, Carrier, Construction, Dioceses/Religious Entities, Education, Facilities/Janitorial, Finance/Insurance, Food Service/Concession, Grocery, Healthcare, Hospitality/ Entertainment, Municipalities, PEOs, Public Police and Law Enforcement, Public Entities, Restaurants, Retail Stores, School Districts/Education, Private Security, Transportation/Trucking

**Jurisdictional Licenses:** AL, FL, GA, LA, MS, NC, SC, TN

**State Experience:** AL, FL, GA, LA, MS, NC, SC, TN, VA

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## Denise Potter

Gallagher Bassett – Ft. Lauderdale, FL  
[Denise.Potter@gbtpa.com](mailto:Denise.Potter@gbtpa.com)

### **Current Position: Senior Resolution Manager**

Years in Industry: 15 Years | Years of Service with GB: 1 Year

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## INDUSTRY EXPERIENCE

### **Gallagher Bassett 2021 – Present**

#### **Senior Resolution Manager**

Determine compensability on all new workers' compensation claims. Coordinate return to work with clients and providers. Process state forms and medical bill payments. Monitor reserve accuracy. Develop and manage action plans to resolution. Manage subrogation of claims and negotiate settlements. Report to excess carrier and request reimbursements.

### **Michigan Commercial Insurance Mutual 2015 – 2021**

#### **Senior Claims Examiner**

Responsible for the investigation, evaluation, disposition and settlement of the most complex claims and highest exposures with minimal supervision. Investigated, evaluated, and determined coverage of liability and damages, and set the proper reserves. Exercised proper judgment and decision-making to analyze the claim exposure, to determine the proper course of action, and to appropriately settle the claim.

### **John Eastern Company 2007 – 2015**

#### **Senior Claims Examiner**

Handled workers' compensation claims.

**Business Segment Experience:** Carrier, Self-Insured

**Line of Business Expertise:** Workers' Compensation

**Industry Experience:** Airlines, Carrier, Construction, Education, Facilities/Janitorial, Food Service/Concession, Healthcare, Hospitality/ Entertainment, Manufacturing, Municipalities, PEOs, Public Police and Law Enforcement, Public Entities, Restaurants, School Districts/Education, Private Security, Temporary Workforce Agencies, Transportation/Trucking, Warehousing/ Wholesale

**Jurisdictional Licenses:** FL, GA, LA, NC, SC, TN

**State Experience:** FL, GA, LA, NC, SC, TN

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## Mayra Velez, AAI

Gallagher Bassett – Ft. Lauderdale, FL  
[Mayra\\_Velez@gbtpa.com](mailto:Mayra_Velez@gbtpa.com)

### **Current Position: Service Representative**

Years in Industry: 13 Years | Years of Service with GB: 13 Years

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## INDUSTRY EXPERIENCE

### **Gallagher Bassett 2009 – Present**

#### **Service Representative**

Manage Medical Only claims to include authorizing medical treatment and processing appropriate medical bills consistent with Gallagher Bassett's best practices and state regulations. Interact with injured workers, clients, and vendors to gather necessary information, schedule appointments, ensure timely payment of all benefits and complete State form filings. Set up new claims, establish and maintain proper coding per best practices and client requirements. Responsible for delivering service with the highest level of performance.

### **2009 – 2018**

#### **Technical Assistant**

Provided administrative support to resolution managers by performing basic claim handling functions such as data entry, bill payment, generating and ordering routine reports, and preparing and filing forms. Interacted with clients, attorneys and outside vendors to gather data and schedule appointments. Other duties included answering telephones, filing, mail processing, document scanning, letter and document preparation. Delivered service with the highest level of performance.

**Business Segment Experience:** Carrier

**Line of Business Expertise:** General Liability, Workers' Compensation

**Industry Certifications:** AAI, COVID-19 Contact Tracing

**Industry Experience:** Carrier

**Jurisdictional Licenses:** AL, AR, CA, CT, DE, FL, GA, IN, KY, MA, MI, MN, MS, NC, NH, OK, RI, SC, TX, UT, WV, WY

**Languages:** Spanish, English

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## Christina Roldan, AIC, ARM

Gallagher Bassett – Atlanta, GA  
[Christina\\_Rodlan@gbtpa.com](mailto:Christina_Rodlan@gbtpa.com)

### **Current Position: Supervisor**

Years in Industry: 26 Years | Years of Service with GB: 23 Years

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## INDUSTRY EXPERIENCE

### **Gallagher Bassett 2005 – Present**

#### **Supervisor**

Supervise a unit of six senior adjusters handling all types of national commercial claims including, but not limited to, auto bodily injury, premise liability, property, professional, municipal, construction defect, and liquor liability. Provide training for various branches on new Medicare regulations as it pertains to liability claims. Complete performance reviews, participate in hiring and terminations. Responsible for team training and mentoring, delivering monthly reports and completing audits. Develop and maintain strong working relationships with multiple clients. Coordinate and lead claim presentations. Ensure that adjusters are handling claims in compliance with industry standards and company best practices and that all time sensitive materials are responded to in a timely manner. Oversee excess and reporting. Develop strategies to improve workflow and maximize adjuster efficiency.

#### **2002 – 2005**

#### **Senior Resolution Manager**

Handled a wide variety of claims to conclusion including wrongful arrest, excessive force, violation of civil rights, sexual assault, discrimination, wrongful termination, slander and defamation, bodily injury, and property damage. Reviewed and interpreted contracts. Obtained fair settlements for clients. Created and maintained good working relationships with all clients. Consistently willing to take on new projects to help maintain maximum unit performance.

#### **1999 – 2002**

#### **Resolution Manager**

Handled product liability claims consisting of, but not limited to, food borne illnesses, foreign objects, and defective toys. Handled to conclusion premise liability claims including playground accidents, slip and falls, and assaults. Assessed liability and determined realistic reserve amounts on all types of injuries ranging from soft tissue injuries to fatalities. Frequently worked with plaintiff attorneys to negotiate fair and equitable settlements on meritorious claims. Presented in client audits. Provided loss reports directly to the client, insurance carrier, and the area claims supervisor.

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**E.R.S. of Florida 1997 – 1999****Insurance Adjuster**

Investigated and handled to conclusion all types of homeowner's claims including bodily injury and first and third party property damage. Frequently attended mediations, examinations under oath, appraisals, scene investigations, and trials. Was in charge of all subrogation claims maintaining a high percentage of recovery. Experienced with catastrophe claims.

**National Adjustment Corporation 1996 – 1997****Insurance Adjuster**

Evaluated a wide range of homeowner's claims from bodily injury to fire claims. Investigated claims to determine liability and exposure. Developed strategies to bring claim to resolution. Experienced with all aspects of coverage issues including fraud, material misrepresentation, and liability.

**Business Segment Experience:** Carrier, Self-Insured, Alternative Markets/Captives

**Line of Business Expertise:** Auto Liability, Auto UM/UIM, Commercial Property, Employers' Liability, General Liability, Homeowner's Property, Product Liability, Professional Liability

**Industry Certifications:** AIC, ARM

**Industry Experience:** Automotive, Education, Facilities/Janitorial, Finance/Insurance, Food Service/Concession, Grocery, Hospitality/ Entertainment, Municipalities, Public Police and Law Enforcement, Public Entities, Restaurants, Retail Stores, School Districts/Education, Private Security, Transportation/Trucking

**Jurisdictional Licenses:** AK, AL, AR, AZ, CA, CO, CT, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY

**State Experience:** AK, AL, AR, AZ, CA, CO, CT, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY

**Languages:** Spanish

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## Carla Lewis

Gallagher Bassett – Atlanta, GA  
[Carla\\_Lewis@gbtpa.com](mailto:Carla_Lewis@gbtpa.com)

### **Current Position: Senior Resolution Manager**

Years in Industry: 27 Years | Years of Service with GB: 4 Years

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## INDUSTRY EXPERIENCE

### **Gallagher Bassett 2018 – Present**

#### **Senior Resolution Manager**

Responsible for the investigation, evaluation, disposition and settlement of the most complex claims as well as the highest exposure. Investigate, evaluate, and determine coverage of liability as well as damages. Set the proper reserves, exercise proper decision making to analyze the claim exposures, to determine the proper course of action and to appropriately settle the claim. Attend telephonic and in person claim reviews. Deliver best practices and client service requirements with the highest level of performance.

### **Hertz Claim Management 2015 – 2017**

#### **Bodily Injury Examiner**

Investigated, evaluated, and negotiated high volume, multi-state, all lines moderate to complex bodily injury property damage, no fault claims including litigation. Promptly and appropriately developed files to provide an accurate as well as timely loss analysis. Established and maintained accurate reserves. Recognized and identified potential questionable losses resulting in financial savings.

### **Kingsway Amigo Insurance 2005 – 2014**

#### **Serious Injury Adjuster**

Investigated and evaluated multi-line losses inclusive of bodily injury complex to soft tissue, litigation, commercial / personal auto, general liability and property damage. Determined applicable policy coverage and liability. Employed high-level negotiation skills in resolving claims. Consistently achieved productivity and quality standards while complying with applicable state laws. Served as the lead trainer for successful transition of subsidiary claims handling practices.

### **Vanguard Car Rental 1997 – 2004**

#### **Claims Representative**

Reviewed and settled insurance claims in accordance with company policies. Handled multi state claims. Directed legal counsel on litigated losses. Coached new trainees. Negotiated and settled bankruptcy files.

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**Crawford and Company 1995 - 1997****Claims Representative**

Negotiated and settled property damage, bodily injury including catastrophic claims and general liability. Researched and evaluated medical aspects for individual claims. Maintained communication with management, insureds defense counsel, and all third parties. Ensured proper and timely reserve accuracy.

**Business Segment Experience:** Carrier, Self-Insured

**Line of Business Expertise:** Auto Liability, Auto UM/UIM, Construction Defect, Employers' Liability, General Liability, Product Liability, Professional Liability

**Industry Experience:** Automotive, Carrier, Construction, Finance/Insurance, Municipalities, Public Police and Law Enforcement, Public Entities

Jurisdictional Licenses: AK, AL, AR, AZ, CA, CT, DE, FL, GA, ID, IN, KY, LA, ME, MI, MN, MS, MT, NC, NH, NM, NV, OK, OR, RI, SC, TX, UT, VT, WA, WV, WY

**State Experience:** CA, DE, FL, GA, LA, MI, MS, NC, NH, NJ, PA, SC, TX

**Highest Level of Education:** Bachelor's Degree

## Required Forms & Affidavits

- Proposal Forms General Information
- Proposers Qualification Statement
- Anti-Kickback Affidavit
- Cone of Silence Affidavit
- Equal Benefits for Domestic Partners Affidavit
- Indemnification
- Non-Collusion Affidavit
- Sworn Statement on Public Entity Crimes



# The City of Key West, Florida Request for Proposals For Third Party Claims Administration

## Proposal Forms

### General Information

Use of the proposal forms will enable a faster more complete analysis of the Proposal(s) submitted. Please complete this general proposal form. Additional information can be attached to the forms.

Name of Third-Party Administrator Gallagher Bassett Services, Inc.

Address:

2850 Golf Road

Rolling Meadows, IL 60008

Telephone Number:

Main: 630-773-3800

Are the following services included within the Price? Quoted?

Initial contact with claimant within 24 hours?	Yes <u>X</u>	No
Recorded Statements of the claimants?	Yes <u>X</u>	No <u>          </u>
Contact with the treating physician?	Yes <u>X</u>	No <u>          </u>
Narrative summaries on major claims?	Yes <u>X</u>	No <u>          </u>
Medical bills reviewed for accuracy and reduced to State Fee Schedule?	Yes <u>X</u>	No <u>          </u>
Legal bills reviewed for accuracy and reduced?	Yes <u>X</u>	No <u>          </u>
Pharmacy bills reviewed for accuracy and reduced?	Yes <u>X</u>	No <u>          </u>
Subrogation and Second Injury Fund activities?	Yes <u>          </u>	No <u>          </u>
Preparation of all State Mandated Reports?	Yes <u>X</u>	No <u>X</u>

Notification of all potential excess claims? Yes X No           

Quarterly meetings with the City? Yes X No           

Provide monthly loss reports to the City? Yes X No           

If any of the above responses are no, please explain Subrogation is priced at 20% of Net recovery

Are Curriculum Vitae's of Adjusters attached? Yes X No           

What is the current caseload for the adjusters who

Will be assigned to the City's account? Indemnity: 140, MO: 250, GL: 160

Are services being proposed on:  
a Life of Contract Basis? Yes X No           

Cradle to Grave Basis? Yes            No X

Other Basis? Yes            No X

If services being proposed is not on  
Either a Life of Contract Basis or Cradle  
to Grave Basis provide full explanation  
on how the fee will be applied. N/A

Will the proposer change any initial or  
maintenance fees? Yes X No           

If so, please explain: We charge an annual administrative fee of  
\$6,000, which includes your Data  
Management and Risk Management  
Information System (RMIS) access.

Please explain required banking arrangements APACS is the funding mechanism and  
payment control device that is an integral part of our internal claims system. Incorporated into APACS is  
the Self Insured Money Management System (SIMMS), which is structured through Citibank. SIMMS  
consists of an omnibus (0 balance) master account that GB maintains at Citibank through which checks  
for all APACS clients clear, and sub-accounts are established on each client's behalf. As checks clear  
through the omnibus account Citibank looks to the appropriate client sub-account for funds to return the  
omnibus account to 0. Each client's funds are segregated for their claim payments only.

Does the proposer have an approved safety program

Filed with the State of Florida?

Yes \_\_\_\_\_

No X \_\_\_\_\_

**Quoted Price:**

	Cost Per Claim	Cost Per Run-Off Claim
<b>General Liability</b>		
Bodily Injury	<b>\$835</b>	<b>\$495</b>
Property Damage	<b>\$375</b>	<b>\$395</b>
<b>Automobile Liability</b>		
Bodily Injury	<b>\$835</b>	<b>\$495</b>
Property Damage	<b>\$375</b>	<b>\$395</b>
<b>Public Officials Liability</b>	<b>\$1,970</b>	<b>\$695</b>
<b>Police Professional Liability</b>	<b>\$1,970</b>	<b>\$695</b>
<b>Workers Compensation</b>		
Medical Only Claims	<b>\$170</b>	<b>\$0</b>
Indemnity Claims	<b>\$1,150</b>	<b>\$495</b>

Is an alternative pricing structure proposed?

Yes \_\_\_\_\_

No X \_\_\_\_\_

If so, please specify

N/A \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Will a minimum fee apply to the contract?

Yes \_\_\_\_\_

No X \_\_\_\_\_

If so, please specify

N/A \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Are there any exceptions to the specifications?

Yes X \_\_\_\_\_

No \_\_\_\_\_

If so, please specify

Exceptions included. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Proposer stated below is the authorized agent of the company or companies proposed and is authorized to commit the proposing company to the terms and conditions stated above.

A handwritten signature in blue ink, reading "Scott F. Hudson", positioned above a horizontal line.

Signature of Authorized Representative

August 5, 2022

Date

## PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBJECT: Third Party Claims Administration

SUBMITTED TO: The City of Key West  
1300 White Street  
Key West, FL 33040

SUBMITTED BY:  
Company Name: Gallagher Bassett Services, Inc. Corporation X

Company Website: [www.gallagherbassett.com](http://www.gallagherbassett.com) Partnership \_\_\_\_\_

Principle's Name: Scott R. Hudson Individual                     

Principle's Title: President and CEO Gallagher Bassett Joint Vent \_\_\_\_\_

Address 1: 2850 Golf Road, Rolling Meadows 60008 Other \_\_\_\_\_

Address 2:

Contact Email: [gregory\\_mckenna@gbtpa.com](mailto:gregory_mckenna@gbtpa.com)

LICENSING:

State of Florida License No. GB IA Recv 2022030720775 Expires February 28, 2023

**PROPOSER REFERENCES:** List references, including contact name of whom we may call.

Reference List			
Reference	Contact Name	Phone	Email
<a href="#">City of Pembroke Pines</a>	<a href="#">Daniel Rotstein</a>	<a href="#">(954) 392-2092</a>	<a href="mailto:drotstein@ppines.com">drotstein@ppines.com</a>
<a href="#">Hall County Government</a>	<a href="#">Dr. LisaRae Jones</a>	<a href="#">(770) 531-2450</a>	<a href="mailto:lrjones@hallcounty.org">lrjones@hallcounty.org</a>
<a href="#">Miami_Dada County Public Schools</a>	<a href="#">Michael Fox</a>	<a href="#">(305) 995-7182</a>	<a href="mailto:MFox@dadeschools.net">MFox@dadeschools.net</a>

I certify under oath that all the information herein is true.

*[Signature]*  
Signature

State of ~~Florida~~ Illinois  
County of Cook

Sworn to (or affirmed) and subscribed before me this 5th day of August, 2022

By \_\_\_\_\_

(Seal)



Personally Known X  
Produced Identification \_\_\_\_\_  
Type Produced \_\_\_\_\_

*Jessica Butler*  
Signature of Notary  
Jessica Butler  
Printed Name

ANTI-KICKBACK AFFIDAVIT

STATE OF ~~FLORIDA~~ ILLINOIS )

: SS

COUNTY OF COOK )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

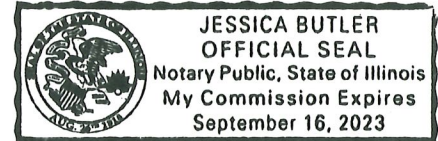
*Scott R. Hudson*  
Scott R. Hudson, President & CEO Gallagher Bassett

Sworn and subscribed before me this

5th day of August, 2022.

Jessica Butler  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9/16/2023

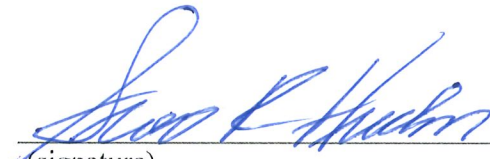




**CONE OF SILENCE AFFIDAVIT**

STATE OF ILLINOIS )  
 : SS  
COUNTY OF COOK )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Gallagher Bassett Services, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

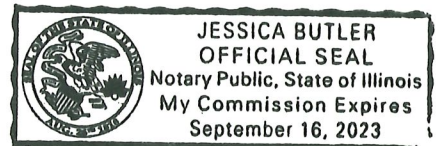
  
(signature)  
August 5, 2022  
(date)

Sworn and subscribed before me this

5th Day of August, 2022.

Jessica Butler  
NOTARY PUBLIC, State of ILLINOIS at Large

My Commission Expires: 9/16/2023



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF ILLINOIS )  
 : SS  
COUNTY OF COOK )

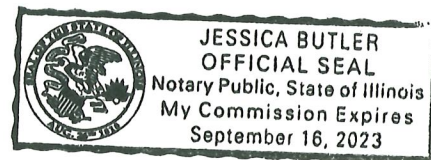
I, the undersigned hereby duly sworn, depose and say that the firm of  
Gallagher Bassett Services, Inc. provides benefits to domestic partners of its employees on the same  
basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By:   
Scott R. Hudson, President & CEO Gallagher Bassett

Sworn and subscribed before me this

5th day of August, 2022.

Jessica Butler  
NOTARY PUBLIC, State of Illinois at Large



My Commission Expires: 9/16/2023

## INDEMNIFICATION

To the fullest extent permitted by law, the PROPOSER expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to third-party persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the PROPOSER, its Sub-consultants or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to ~~the amount of PROPOSER's insurance or~~ \$1 million per occurrence, ~~whichever is greater.~~ The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the PROPOSER under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the PROPOSER or of any third party to whom PROPOSER may subcontract a part or all the Work. This indemnification shall continue beyond the date of completion of the work.

PROPOSER: Gallagher Bassett Services, Inc.

SEAL:



2850 Golf Road, Rolling Meadows 60008

Address

Signature

Scott R. Hudson

Print Name

President and CEO Gallagher Bassett

Title

August 5, 2022

Date

NON-COLLUSION AFFIDAVIT

STATE OF ~~FLORIDA~~ ILLINOIS )

: SS

COUNTY OF COOK )

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By:   
Scott R. Hudson, President & CEO Gallagher Bassett

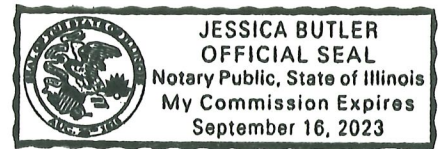
Sworn and subscribed before me this

5th day of August, 2022.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9/16/2023



**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**  
**FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. RFP #22-004 for  
The City of Key West, Florida Request for Proposal Third Party Claim Administration

2. This sworn statement is submitted by Gallagher Bassett Services, Inc.  
(Name of entity submitting sworn statement)

whose business address is 2850 Golf Road, Rolling Meadows 60008  
\_\_\_\_\_ and (if applicable) its Federal  
Employer Identification Number (FEIN) is 36-3365500 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Scott R. Hudson and my relationship to  
(Please print name of individual signing)

the entity named above is President and CEO Gallagher Bassett.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter



into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

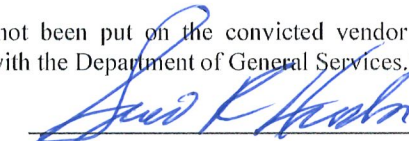
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

  
(Signature)

STATE OF Illinois (Date)

COUNTY OF Cook

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Scott Hudson  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

space provided above on this 5th day of August, 2022.

My commission expires:  
NOTARY PUBLIC

9/16/2023 



City of Key West, Florida

RFP No. 22-004

**Gallagher Bassett here by acknowledges receipt of RFP# 22-004 Third Party Claim Administration Addendum 1 received 8.8.22 for the City of Key West, Florida.**



\_\_\_\_\_  
Scott R. Hudson  
President and CEO Gallagher Bassett



The City of Key West, Florida

RFP# 22-004 Third Party Claim Administration

Addendum

1. Page 5 of the RFP states that the City shall permit sufficient time for the new claims administrator to convert the City's historical claim information so it is compatible with their claim system.

How many sources of historical claim data are there?

**Answer: There is one source of historical claim data, maintained by the current claims administrator.**

2. What is the name of the incumbent TPA's claim data system?

**Answer: DXC Riskmaster Accelerator.**

3. Page 6 of the RFP contains table of historic claims for the City, including Police Professional and Public Official. On these claims types, does the City Attorney's office direct the litigation? Does the City expect the TPA to play a supportive role in the direction of these higher profile claims?

**Answer: Litigated claims are handled by the insurer's approved panel counsel, though the City Attorney's office will certainly have input as is necessary. The City expects the selected proposer to handle these types of claims the same way it would with any form of liability claim.**

4. Would the City reconsider its requirements for Hard Copy delivery?

**Answer: Please refer to the specifications in the RFP.**

5. Would the City entertain a modest extension of the deadline to August 17<sup>th</sup>?

**Answer: Please refer to the specifications in the RFP.**

6. How many users of the TPA's Risk Management Information System does the City request?

**Answer: One user.**

7. How many of those users of the RMIS system should have "read only" access?

**Answer: One user.**

8. How many of those users of the RMIS system should have "read & write" access?

**Answer: None.**

9. What is the City's annual utilization of Telephonic Nurse Case Management?

**Answer: Utilization of telephonic nurse case management is variable and dependent upon both employee location and local availability of Field Case Managers.**

10. What is the City's utilization of Field Case Management?

**Answer: Utilization of field case management is variable and dependent upon the specifics of the claim. The City expects the selected proposer to advise as necessary.**

11. What is the current settlement authority for the incumbent TPA across each of the lines of coverage?

**Answer: Currently there are no explicit limits for settlement authority (within retentions). The Legal Department advises on settlement authority per claim.**

12. Pertaining the RFP, General Information on Page 16, when the City refers to “initial contact with the claimant within 24 hours,” which line of coverage does this refer to? Is this for all liability and worker’s compensation claimants?

**Answer: Proposers may consider this applicable to all lines.**

13. Pertaining the RFP, General Information on Page 16, when the City refers to “recorded statements of all claimants,” which line of coverage does this refer to? Is the meant to include Medical Only Workers’ compensation claimants?

**Answer: Proposers may consider this applicable to all lines.**

14. Pertaining the RFP, General Information on Page 17, when the City refers to “quarterly meetings with the City,” can these meetings take place over Teams or Zoom?

**Answer: Yes, those meetings may take place via video conference.**

15. In Attachment 5, Loss Runs, what is meant by the claim type “BLT?” How is this distinguished from LT claims?

**Answer: Became Lost Time.**

16. Would the City be interested in having the TPA quote loss control services as part of the overall pricing submission?

**Answer: Per RFP, alternative options may be considered.**

17. Would the City entertain an implementation schedule that would allow for the new claims to be handled by the selected TPA on October 1, 2022, but allow for the handling of the assumed claims to begin on a later date, perhaps December 1, 2022?

**Answer: Per RFP, alternative options may be considered.**

City of Key West, FL

## Gallagher Bassett's Cost and Terms

City Of Key West, FL

# Gallagher Bassett's Cost and Terms Fee Per Claim - LOP

<b>FEE PER CLAIM - LIFE OF PARTNERSHIP</b>	<b>Est. Claim Frequency</b>	<b>Per Claim Fee</b>	<b>Projected Service Fee</b>
<b>Workers' Compensation</b>			
WC Medical Only	50	\$170	\$8,500
WC Indemnity (FL, OH, TX)	16	\$1,150	\$18,400
WC Indemnity (NY)	0	\$1,570	\$0
Incidents - Workers' Compensation	0	\$50	\$0
<b>Total Workers' Compensation Fee Per Claim</b>	<b>66</b>		<b>\$26,900</b>
<b>Liability</b>			
Auto Liability/Bodily Injury	0	\$835	\$0
Auto Liability/Property Damage	0	\$375	\$0
Auto/Physical Damage	2	\$310	\$620
General Liability/Bodily Injury	15	\$835	\$12,525
General Liability/Property Damage	0	\$375	\$0
Professional Liability	4	\$1,970	\$7,880
Incidents - Liability	0	\$50	\$0
<b>Total Liability Fee Per Claim</b>	<b>21</b>		<b>\$21,025</b>

<b>ADMINISTRATIVE SERVICES</b>			<b>Fee</b>
<b>Administrative Services</b>			
Administration / Data Management			\$3,500
RMIS Standard License (2 RMIS Users)			\$2,500
<b>Total Administrative Services</b>			<b>\$6,000</b>

<b>TOTAL USD</b>			<b>\$53,925</b>
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Gallagher Bassett is proposing a three year agreement in which the per claim rates and associated fees increase 3.5% from year one to year two, increase 3.5% from year two to year three.

**LIFE OF PARTNERSHIP ASSUMED CLAIMS - CLAIM HANDLING FEES  
PER CLAIM, PER YEAR OPEN**

SERVICE	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
<b>Workers' Compensation</b>			
WC Medical Only - One-time fee	8		Included
WC Indemnity (FL, NY, OH, TX)	60	\$495	\$29,700
<b>Liability</b>			
Auto Liability/Bodily Injury	1	\$495	\$495
Auto Liability/Property Damage	0	\$395	\$0
Auto/Physical Damage - One-time fee	0	\$295	\$0
General Liability/Bodily Injury	35	\$495	\$17,325
General Liability/Property Damage	0	\$395	\$0
Professional Liability	5	\$695	\$3,475
<b>Total</b>	<b>109</b>		<b>\$50,995</b>

Data Conversion / Integration Fees	#of Sources	Rate	Total
<b>Assumed Claim Data Transfer</b> (Data conversion where GB assumes the claim handling and loads historic data)			
<b>One Time Conversions</b>			
• Claims - Assumed	1		Included
• Financial Detail - Assumed	1		Included
• Notes - Assumed	1		Included
<b>Total Assumed Claim Data Transfer</b>			<b>\$0</b>

<b>TOTAL FEES FOR ASSUMED CLAIMS:</b>			<b>\$50,995</b>
---------------------------------------	--	--	-----------------

The above assumed claim rates are per claim, per year open.

Carrier Data Transfer Cost - Client's insurance company may assess a fee to unbundle Claims or to transfer Claims from a prior claims administrator to GB. If this fee is assessed by Client's insurance carrier directly against GB, Client shall reimburse GB for the full amount of any such fee, which shall be assessed on a direct pass-through basis without markup.

Assumed fees will be trued up once actual assumed claim count has been determined, with annual audits thereafter.

There may be a fee associated with GB's assumption and storage of closed physical files.

Claims will be handled for the life of the partnership with an annual per claim fee charged for the first three years of handling.

**GBCARE MEDICAL MANAGEMENT SERVICES**

<b>SERVICES</b>	<b>CHARGES</b>
<b>Fee Schedule (Bill Review / UCR / System Savings)</b>	\$9.50 Per Bill
<b>All Other Savings</b> <ul style="list-style-type: none"> <li>• <b>Clinical Validation/Nurse Review (CV)</b></li> <li>• <b>Preferred Provider Networks (PPO)</b></li> <li>• <b>Out Of Network (OON)</b></li> <li>• <b>Specialty Networks/Physical Therapy (PT)</b></li> </ul>	28% of Savings 28% of Savings 28% of Savings 28% of Savings
<b>Electronic Receipt of Medical Bills</b>	\$2 additional per bill
<b>Telephonic Case Management</b>	\$85 Medical Triage \$325 per claim (each 30 days)
<b>Utilization Review Program</b>	\$120 Inpatient Pre-Certification \$105 Outpatient Pre-Certification
<b>UR Physician Review</b>	\$270 per Review
<b>Medical Case Management and Vocational Rehabilitation - Hourly</b>	\$105 per hour plus expenses \$128 per hour plus expenses - AK, CA, HI, NY
<b>Priority Care 365</b>	\$90 per call
<b>Texas HCN Service Option</b>	Available options if client enrolls in Texas HCN (otherwise, Not Applicable)  <u>Option #1-</u> Unbundled rate: \$17 per bill to include bill review & network access, \$75 for triage. <u>Option #2-</u> Bundled rate: \$27 per bill to include bill review, network access & Nurse triage. <u>Option #3-</u> Percent of savings: 9.5% of total savings to include bill review, network access & Nurse triage.
<b>Other State Service Options:</b> <ul style="list-style-type: none"> <li>• <b>California MPN Service Options</b></li> <li>• <b>Illinois PPP Service Option</b></li> <li>• <b>New York PPO Service Option</b></li> <li>• <b>West Virginia MHCP Service Option</b></li> </ul>	For claims handled in the designated states (otherwise, Not Applicable)  No additional fees beyond the normal Cost & Terms No additional fees beyond the normal Cost & Terms No additional fees beyond the normal Cost & Terms Available option if client enrolls in a West Virginia MHCP. If selected, fees include \$45 per claim. Network Management and Administration of \$45 per hour when required
<b>Medical Cost Projection (MCP) and Clinical Recommendations</b>	\$125 per hour
<b>Pharmacy Benefit Management (PBM)</b>	Cost of prescriptions - no charge for Bill Review or PPO reductions for PBM transactions



SERVICES	CHARGES
<b>Durable Medical Equipment (DME) Program</b>	Cost of medical equipment - no charge for Bill Review or PPO reductions for Prospective DME transactions
<b>Dental Review Program</b>	Charged on a per review basis

Client and GB agree as follows: If a vendor other than the GBCARE Medical Management Services preferred vendor is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of medical management vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

**OTHER SERVICES**

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$500 annually per user
	RMIS Full Access User, \$1,000 annually per user
Loss control	\$140 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date  Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action.  Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/ counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

## **PROGRAM SPECIFIC TERMS AND CONDITIONS**

### **1. Claim Count Reconciliation:**

- Actual - Claims will be reconciled and billed monthly for the first 18 months and then at the 24th month and then every 12 months thereafter.

### **2. Billing and Payment Terms:** Fees will be billed monthly during the service period.

### **3. Claim Pricing Terms:**

#### **Life of Partnership:**

Claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

#### **Assumed Claims: 3 year Annual Fee, Life of Partnership:**

Claims will be handled for the life of the partnership with an annual per claim fee charged for the first 3 years of handling. After this period ends, the claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

#### **Additional Charges:**

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

### **4. Account Administration includes the following:**

- Client Services
- Client Accessible Dashboards & Reports via GB's RMIS & Analytics Platform
- 2 Telephonic Claim Strategy Meeting(s)
- 1 Standard Meeting(s) Included
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$10,000
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)
- Acknowledgement Letter to Injured Employee WC
- Acknowledgement Letter to Claimant Liab
- Assumed Claim Data Transfer
  - Claims - Assumed
  - Financial Detail - Assumed
  - Notes - Assumed

### **5. Claim Charges:** Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

### **6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.**

**PROGRAM SPECIFIC TERMS AND CONDITIONS**

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.
8. Pricing is based on using GBCARE Medical Management Services preferred vendors for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.

### **GENERAL CONTRACT TERMS AND CONDITIONS**

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (i.e., hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
  - Legal Fees
  - Legal Bill Review
  - Medical Examination
  - Professional Photographs
  - Travel made at client's request
  - Costs for witness statements
  - Court reporter service, translation, and interpretation
  - Record retrieval and copying services (Including medical and legal)
  - Accident reconstruction
  - Experts' rehabilitation costs
  - Chemist
  - Fees for service of process
  - Collection cost payable to third parties on subrogation
  - Architects, contractors
  - Engineer
  - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
  - Police, fire, coroner, weather, or other such reports
  - Property damage appraisals
  - Vehicle appraisals (vehicle damage assessment)
  - SIU, surveillance and sub rosa investigation
  - Official documents and transcripts
  - Pre- and post-judgment interest paid
  - Outside Field Investigations
  - Subrogation at 20% of net recovery
  - Index Bureau Reporting (All Coverages)
  - Second Injury Fund Recovery
  - Data Intelligence Self-Service Reports
  - Medical Management - Medical Management services may include, but are not limited to:
    - Preferred provider organization networks
    - Utilization review services
    - Automated state fee scheduling
    - Light duty/return-to-work programs
    - Medical case management and Vocational rehabilitation network
    - Prospective injury management services
    - Hospital bill audit services

## **DEFINITIONS**

### **Incidents**

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

### **Workers' Compensation - Medical Only Claims**

A work-related Claim that meets the following criteria:

- Payments for either indemnity or vocational rehabilitation were not required
- The Claim has not become contested or in suit
- Investigation to determine compensability or subrogation requirements was not required
- No loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement consultation approvals were required
- Payments on the Claim do not exceed \$5,000
- Days open do not exceed 180 days

### **Workers' Compensation - Indemnity Claims**

A work-related claim that is not a Medical Only Claim.

### **Auto Physical Damage (APD)**

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

### **Liability Claims**

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

## Referenced Documents

- Implementation Timeline
- GB TPA State of Florida Business License
- Standard Service Agreement



## City of Key West Implementation Status Report





## IMPLEMENTATION SUMMARY

## Project Manager Status

[Status Report -- Published by Mary Carpenter-Sidney -- 8/8/2022 11:14 AM]

The timeline outlines the phases associated with developing a client's Claims Administration Program based on the initial information in the RFP statement of requirements. The dates associated with the various phases are estimates based on the program award and inception date. During the implementation process, the date of a phase may be adjusted when customizing to meet a client's risk management program requirements. Communication and partnership are essential to a successful transition and staying on track with the implementation phases.

### Status Attributes

## Phases

Name	Planned Start	Planned End	Current % Complete	Expected % Complete	Planned Hours	Spent Hours	Program Customization Notes
Project Planning & Implementation Team Assignment	8/10/2022	8/11/2022	--	--	2	0	--
New Account	9/20/2022	9/26/2022	--	--	12	0	Program Inception Date is 10/01/2022
Client Services Team	9/21/2022	9/21/2022	--	--	4	0	
Client Location Structure (Pyramid)	9/21/2022	9/27/2022	--	--	14	0	--
Customized Claims Reporting	9/21/2022	9/26/2022	--	--	50	0	--
Coverage Information	9/26/2022	9/27/2022	--	--	10	0	--
Customized Managed Care Program	9/22/2022	9/27/2022	--	--	2	0	--
Special Handling Instructions	9/21/2022	9/23/2022	--	--	12	0	--
Customized Salary and Benefit Process	9/28/2022	9/29/2022	--	--	10	0	--
Index Bureau Reporting	9/21/2022	9/21/2022	--	--	6	0	--
Branch Office Assignment	9/21/2022	10/12/2022	--	--	10	0	--
Banking Setup	10/4/2022	10/13/2022	--	--	14	0	--
Orientation Training and Roll out Meetings	10/4/2022	10/18/2022	--	--	10	0	--
Data Needs and System Training	9/21/2022	10/14/2022	--	--	4	0	--
Outbound Data Transfers	10/12/2022	10/17/2022	--	--	6	0	--
SCHIP Requirements	9/28/2022	10/24/2022	--	--	6	0	--
Post Implementation Tasks	10/26/2022	11/22/2022	--	--	0	0	--
Run-in Pre-work	9/21/2022	10/21/2022	--	--	0	0	Takeover from Prior TPA
Open File Transfer	10/12/2022	11/15/2022	--	--	0	0	
Final Data File	11/21/2022	12/12/2022	--	--	0	0	--
Run-in Post Load	12/13/2022	12/19/2022	--	--	0	0	--

## Milestones

			2022					
Name	Planned Start	Planned End	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	
▲[2882] City of Key West	8/10/2022	12/19/2022						[2882] City of Key West 8/10/2022 - 12/19/2022
▶ Project Planning & Implementation Team Assignment	8/10/2022	8/11/2022	■ 01: Project Planning & Implementation Team Assignment 8/10/2022 - 8/11/2022					
▶ New Account	9/20/2022	9/26/2022		■	02: New Account 9/20/2022 - 9/26/2022			
▶ Client Services Team	9/21/2022	9/21/2022		■	03: Client Services Team 9/21/2022 - 9/21/2022			
▶ Client Location Structure (Pyramid)	9/21/2022	9/27/2022		■	04: Client Location Structure (Pyramid) 9/21/2022 - 9/27/2022			
▶ Customized Claims Reporting	9/21/2022	9/26/2022		■	05: Customized Claims Reporting 9/21/2022 - 9/26/2022			
▶ Coverage Information	9/26/2022	9/27/2022		■	06: Coverage Information 9/26/2022 - 9/27/2022			
▶ Customized Managed Care Program	9/22/2022	9/27/2022		■	07: Customized Managed Care Program 9/22/2022 - 9/27/2022			
▶ Special Handling Instructions	9/21/2022	9/23/2022		■	08: Special Handling Instructions 9/21/2022 - 9/23/2022			
▶ Customized Salary and Benefit Process	9/28/2022	9/29/2022		■	09: Customized Salary and Benefit Process 9/28/2022 - 9/29/2022			
▶ Index Bureau Reporting	9/21/2022	9/21/2022		■	10: Index Bureau Reporting 9/21/2022 - 9/21/2022			
▶ Branch Office Assignment	9/21/2022	10/12/2022		■	11: Branch Office Assignment 9/21/2022 - 10/12/2022			
▶ Banking Setup	10/4/2022	10/13/2022			■	12: Banking Setup 10/4/2022 - 10/13/2022		
▶ Orientation Training and Roll out Meetings	10/4/2022	10/18/2022			■	13: Orientation Training and Roll out Meetings 10/4/2022 - 10/18/2022		
▶ Data Needs and System Training	9/21/2022	10/14/2022		■	14: Data Needs and System Training 9/21/2022 - 10/14/2022			
▶ Outbound Data Transfers	10/12/2022	10/17/2022			■	15: Outbound Data Transfers 10/12/2022 - 10/17/2022		
▶ SCHIP Requirements	9/28/2022	10/24/2022		■	16: SCHIP Requirements 9/28/2022 - 10/24/2022			
▶ Post Implementation Tasks	10/26/2022	11/22/2022				■	17: Post Implementation Tasks 10/26/2022 - 11/22/2022	
▶ Run-in Pre-work	9/21/2022	10/21/2022		■	18: Run-in Pre-work 9/21/2022 - 10/21/2022			
▶ Open File Transfer	10/12/2022	11/15/2022			■	19: Open File Transfer 10/12/2022 - 11/15/2022		
▶ Final Data File	11/21/2022	12/12/2022				■	20: Final Data File 11/21/2022 - 12/12/2022	
▶ Run-in Post Load	12/13/2022	12/19/2022					■ 21: Run-in Post Load 12/13/2022 - 12/19/2022	

WBS	Name	State	Planned Start	Duration	Planned End	Assignments	Program Customization Notes
01	▼ Project Planning & Implementation Team Assignment	Draft	8/10/2022	2 days	8/11/2022	--	--
01.1	Build project plan	Draft	8/10/2022	2 days	8/11/2022	Implementation Manager	--
01.2	Review the project plan & approve it	Draft	8/10/2022	2 days	8/11/2022	Implementation Manager	--
02	▼ New Account	Draft	9/20/2022	5 days	9/26/2022	--	Program Inception Date is 10/01/2022
02.1	Receive order, establish effective date and confirm lines of coverage.	Draft	9/20/2022	1 days	9/20/2022	Account Executive	Workers' Compensation, Auto Liability, General Liability
02.2	Initial internal call - "Fact Finding Meeting". Confirm basics of program sold including lines of business, program customizations, involved parties, contact information.	Draft	9/21/2022	1 days	9/21/2022	Implementation Manager Account Executive	--
02.3	Client provide notification of TPA change to claims administrator and carrier.	Draft	9/21/2022	3 days	9/23/2022	Client - Action	--
02.4	Contact Carrier partner and confirm effective dates.	Draft	9/26/2022	1 days	9/26/2022	Implementation Manager	--
02.5	Implementation/Setup Meeting - Establish date/time for weekly calls, prepare and distribute weekly meeting agendas.	Draft	9/21/2022	2 days	9/22/2022	Implementation Manager Client - Decision	--
03	▼ Client Services Team	Draft	9/21/2022	1 days	9/21/2022	--	--
03.1	Proposed Client Services Manager resume provided with RFP; Initial introductory conference call, if needed.	Draft	9/21/2022	1 days	9/21/2022	Account Executive Client - Input	CSM Assignment will be Rob Ray
04	▼ Client Location Structure (Pyramid)	Draft	9/21/2022	5 days	9/27/2022	--	--
04.1	Client provides copy of Location structure (in excel if possible)	Draft	9/21/2022	1 days	9/21/2022	Client - Action	--
04.2	GB to review location structure and setup call to discuss any questions.	Draft	9/22/2022	1 days	9/22/2022	Implementation Manager Client - Input	--
04.3	Develop format for Client to send additions, revisions and changes.	Draft	9/27/2022	1 days	9/27/2022	Client Services Client - Input	--
04.4	Capture organizational hierarchy/location coding and provide Excel file of hierarchy to Client for approval.	Draft	9/23/2022	2 days	9/26/2022	Implementation Manager Client - Decision	--
05	▼ Customized Claims Reporting	Draft	9/21/2022	4 days	9/26/2022	--	--
05.1	Review loss reporting options with Client (telephonic, web, e-fax and intake feed).	Draft	9/21/2022	1 days	9/21/2022	Implementation Manager Client - Input & Action	--
05.2	Discuss the FROI distribution: All losses sent to Corporate contact, Copy of FROI sent to individual reporting the loss, Copy of FROI sent to Location Manager, etc.	Draft	9/21/2022	1 days	9/21/2022	Implementation Manager Client - Input & Action	--
05.3	Review intake scripts/questionnaires by coverage line and identify opportunities for customization.	Draft	9/21/2022	1 days	9/21/2022	Implementation Manager Client - Input & Action	GB will confirm with City of Key West use of Questionnaires specific to IT
05.4	Determine if Client would benefit from setting up an Employee Demographic file (HR/Payroll feed) for use by the intake vendors when completing new losses.	Draft	9/21/2022	2 days	9/22/2022	Implementation Manager Client - Input & Action	--
05.5	Work with appropriate vendor(s) to provide the EE demographic feed specifications for the file to the Client.	Draft	9/21/2022	2 days	9/22/2022	Implementation Manager Client - Action	GB to confirm if City of Key West would like to set up an employee demographic file
05.6	Coordinate with all parties to setup testing of the EE Demo files.	Draft	9/23/2022	2 days	9/26/2022	Implementation Manager Client - Action	--
05.7	PC365 Nurse Triage (if applicable) Initial Quick Start; Full rollout 60 days	Draft	9/21/2022	2 days	9/22/2022	Implementation Manager Client - Decision & Action	GB to confirm nurse triage services
06	▼ Coverage Information	Draft	9/26/2022	2 days	9/27/2022	--	--
06.1	Carrier Protocols for Reporting	Draft	9/26/2022	2 days	9/27/2022	Implementation Manager	--

WBS	Name	State	Planned Start	Duration	Planned End	Assignments	Program Customization Notes
06.2	Client to provide Carrier information (by line) and provide policy details (policy effective dates, limits, deductible/SIR, etc).	Draft	9/26/2022	2 days	9/27/2022	Implementation Manager Client - Action	--
06.3	If WC coverage, request NCCI Job Class codes approved on policy by state.	Draft	9/26/2022	2 days	9/27/2022	Implementation Manager Client - Action	--
07	Customized Managed Care Program	Draft	9/22/2022	4 days	9/27/2022	--	--
07.1	Determine if Client requires provider panels, submit detailed panel request to wcpanels@cvty.us.com.	Draft	9/22/2022	2 days	9/23/2022	Implementation Manager Client - Decision	--
07.2	GB Care Service Offerings	Draft	9/27/2022	1 days	9/27/2022	Implementation Manager	--
07.3	Confirm the PBM Vendor (myMatrixx)	Draft	9/27/2022	1 days	9/27/2022	Implementation Manager Client - Decision	--
07.4	Review standard TCM and FCM triggers with Client, determine if there is any need for customization.	Draft	9/27/2022	1 days	9/27/2022	Implementation Manager Client - Input	--
08	Special Handling Instructions	Draft	9/21/2022	3 days	9/23/2022	--	--
08.1	Client provide copy of current special handling instructions.	Draft	9/21/2022	1 days	9/21/2022	Client Services Client - Action	City of Key West to provide copy of incumbent service instructions
08.2	Incorporate carrier reporting requirements into service instructions & provide copy of final SI's to Carrier Vendor Management Contact if required.	Draft	9/22/2022	1 days	9/22/2022	Client Services	--
08.3	GB make changes to SI document and send draft for Client review.	Draft	9/22/2022	1 days	9/22/2022	Client Services Client - Input	--
08.4	Obtain Client approval of final SI.	Draft	9/23/2022	1 days	9/23/2022	Client Services	--
09	Customized Salary and Benefit Process	Draft	9/28/2022	2 days	9/29/2022	--	--
09.1	Discuss the salary/benefit program (salary continuation, union contract requirements, etc.).	Draft	9/28/2022	1 days	9/28/2022	Client Services Client - Input	--
09.2	Client protocols to obtain wage information (through payroll, WC contact, location contact, etc.) and incorporate in the Service instructions.	Draft	9/29/2022	1 days	9/29/2022	Client Services	--
09.3	Return to Work - Discuss Client's current RTW program, review any required forms, use of non-profit programs, etc. (Incorporate in the Service Instructions)	Draft	9/29/2022	1 days	9/29/2022	Client Services Client - Input	--
10	Index Bureau Reporting	Draft	9/21/2022	1 days	9/21/2022	--	--
10.1	Determine frequency & requirements of supplemental reporting. Determine threshold of reporting, Verify type of claim to be reported (WC/Auto)	Draft	9/21/2022	1 days	9/21/2022	Implementation Manager	--
10.2	Confirm whether Medical Only claims will be indexed.	Draft	9/21/2022	1 days	9/21/2022	Implementation Manager Client - Decision	--
11	Branch Office Assignment	Draft	9/21/2022	16 days	10/12/2022	--	--
11.1	City of Key West Workers' Compensation program will be handled by GB' Branch.	Draft	9/21/2022	1 days	9/21/2022	Implementation Manager Client - Input	--
11.2	Schedule introduction call between City of Key West and GB's Key West Branch	Draft	9/30/2022	1 days	9/30/2022	Implementation Manager Client - Action	--
11.3	Finalize branch matrix with branch manager listed (include phone numbers).	Draft	10/12/2022	1 days	10/12/2022	Implementation Manager	--
12	Banking Setup	Draft	10/4/2022	8 days	10/13/2022	--	--
12.1	Determine funding party (Client or Carrier) and number of accounts.	Draft	10/4/2022	1 days	10/4/2022	Implementation Manager Client - Decision	--
12.2	Review account funding methods (ACH, Debit/Wire) and frequency with funding party.	Draft	10/4/2022	1 days	10/4/2022	Implementation Manager	--
12.3	Secure banking contact information and distribution for the funding requests and bank statements.	Draft	10/4/2022	1 days	10/4/2022	Implementation Manager Client - Decision & Action	--
12.4	Request 3 to 6 months of payment history for calculation of the imprest (2.5x the average spend for the appropriate frequency).	Draft	10/4/2022	1 days	10/4/2022	Implementation Manager Client - Action	--
12.5	GB-IDS provide Citibank account summary; client to confirm	Draft	10/4/2022	1 days	10/4/2022	Implementation Manager Client - Input	--
12.6	Confirmation email to Client advising account has been setup, providing wire transfer information and requesting initial imprest be funded.	Draft	10/12/2022	1 days	10/12/2022	Implementation Manager	--
12.7	Client will deposit initial imprest.	Draft	10/13/2022	1 days	10/13/2022	Implementation Manager Client - Decision	--
13	Orientation Training and Roll out Meetings	Draft	10/4/2022	11 days	10/18/2022	--	--
13.1	Discuss with Client on how to communicate change in TPA internally.	Draft	10/4/2022	1 days	10/4/2022	Implementation Manager Client - Decision	--
13.2	Identify City of Key West training needs (i.e. Web-claim reporting, Luminos, RisxFacs, PC 365, etc.)	Draft	10/5/2022	1 days	10/5/2022	Client Services Client - Decision	--
13.3	Branch Kick-off Webinar to review Client's Risk Management Program and Highlight Key Elements in the Service Instructions (Client's claims management philosophy, communication expectations, etc.).	Draft	10/18/2022	1 days	10/18/2022	Client Services Client - Input	--
14	Data Needs and System Training	Draft	9/21/2022	18 days	10/14/2022	--	--

WBS	Name	State	Planned Start	Duration	Planned End	Assignments	Program Customization Notes
14.1	Request samples of existing reports from Client for comparison of what's available in RisxFacs/Luminos.	Draft	9/21/2022	3 days	9/23/2022	<b>Client Services</b> Client - Action	--
14.2	Client to provide list of system users, outlining access type and level of security (if applicable).	Draft	10/12/2022	2 days	10/13/2022	<b>Implementation Manager</b> Client - Action	GB to confirm with City of Key West the number of Luminos users if needed
14.3	Provide schedules to Client for system training (Client Services Manager available for one on one training).	Draft	10/14/2022	1 days	10/14/2022	<b>Client Services</b>	--
14.4	Client to confirm utilization of OSHA Reporting Tool.	Draft	9/21/2022	2 days	9/22/2022	<b>Implementation Manager</b> Client - Action	GB to confirm if City of Key West would like to utilize OSHA reporting tool in Luminos
14.5	Determine number of OSHA users and submit security requests.	Draft	9/21/2022	2 days	9/22/2022	<b>Implementation Manager</b> Client - Action	--
15	▼ Outbound Data Transfers	Draft	10/12/2022	4 days	10/17/2022	--	--
15.1	Obtain Client and/or RMIS Vendor IT resource to exchange FTP information.	Draft	10/12/2022	2 days	10/13/2022	<b>Implementation Manager</b> Client - Action	GB to confirm with City of Key West any outbound data transfers required
15.2	Provide GB Data Transfer Manual to Client and/or RMIS Vendor IT resource.	Draft	10/14/2022	2 days	10/17/2022	<b>Implementation Manager</b>	--
15.3	Advise GB's IDS team to establish the report recipient, file type and frequency of the data transfer.	Draft	10/14/2022	2 days	10/17/2022	<b>Implementation Manager</b> Client - Decision	--
16	▼ SCHIP Requirements	Draft	9/28/2022	19 days	10/24/2022	--	--
16.1	Identify RRE - Self-Insured (Client) or Large Deductible/Guaranteed Cost (Carrier)	Draft	9/28/2022	1 days	9/28/2022	<b>Implementation Manager</b>	--
16.2	If Client is the RRE, confirm registration and obtain RRE number.	Draft	9/29/2022	3 days	10/3/2022	<b>Implementation Manager</b> Client - Action	--
16.3	Obtain Profile report from Client. Submit profile report and RRE ID to GB-IDS-Requests@gbtpa.com for setup in RisxFacs.	Draft	10/4/2022	15 days	10/24/2022	<b>Implementation Manager</b> Client - Action	--
17	▼ Post Implementation Tasks	Draft	10/26/2022	20 days	11/22/2022	--	--
17.1	Post implementation tasks will be identified once the initial phase is completed.	Draft	10/26/2022	20 days	11/22/2022	None	--
18	▼ Run-in Pre-work	Draft	9/21/2022	23 days	10/21/2022	--	Takeover from Prior TPA
18.01	Assign historical data transfer liaisons at Client and PRIOR TPA.	Draft	9/21/2022	2 days	9/22/2022	<b>Implementation Manager</b> Client - Action	--
18.02	Schedule initial call with PRIOR TPA to review carriers involved, time period that GB will be assuming, lines of coverage, valuation date of test file and final file.	Draft	9/26/2022	2 days	9/27/2022	<b>Implementation Manager</b>	--
18.03	Test file production can not be initiated until written approval has been received from all carriers involved.	Draft	9/29/2022	1 days	9/29/2022	<b>Implementation Manager</b> Prior TPA	--
18.04	Obtain historical policy information for all years that GB will be assuming data.	Draft	9/29/2022	5 days	10/5/2022	<b>Implementation Manager</b> Client - Action	--
18.05	Determine if there are any special data element requirements, and receive code "map" of special/custom loss codes. If custom coding, review with Client to ensure an understanding of what is being captured.	Draft	9/29/2022	1 days	9/29/2022	<b>Implementation Manager</b> Client - Input	--
18.06	Request matching detailed loss run from PRIOR TPA for balancing and review purposes of both test and final files.	Draft	9/29/2022	1 days	9/29/2022	<b>Implementation Manager</b> Prior TPA	--
18.07	Request 3 years bill review history from PRIOR TPA.	Draft	9/29/2022	1 days	9/29/2022	<b>Implementation Manager</b> Prior TPA	--
18.08	Request 2 years of Rx history from PRIOR TPA.	Draft	9/29/2022	1 days	9/29/2022	<b>Implementation Manager</b> Prior TPA	--
18.09	Once the test file is received, GB will provide an initial assessment of the data, highlighting any potential issues with the data and the Location Mapping contained within the test data.	Draft	10/7/2022	1 days	10/7/2022	<b>Implementation Manager</b> Client - Input	--
18.10	Throughout testing, GB's IDS team will advise if there is any missing policy or pyramid information (work with Client to map or update the missing information).	Draft	10/10/2022	10 days	10/21/2022	<b>Implementation Manager</b> Client - Action	--
18.11	Transfer of PRIOR TPA's historic inventoried closed files to Iron Mountain.	Draft	10/5/2022	11 days	10/19/2022	<b>Implementation Manager</b> Prior TPA	--
19	▼ Open File Transfer	Draft	10/12/2022	25 days	11/15/2022	--	--
19.1	Review the cut off dates for medical bills, benefit payments, bank account close, etc with PRIOR TPA.	Draft	10/12/2022	25 days	11/15/2022	<b>Implementation Manager</b> Prior TPA	--
19.2	Confirm the number of weeks in advance that benefit payments should be issued with Client and PRIOR TPA.	Draft	10/12/2022	25 days	11/15/2022	<b>Implementation Manager</b> Client - Input	--
19.3	PRIOR TPA to provide list of open claims with detailed contact information for GB branch use during the conversion period.	Draft	10/12/2022	25 days	11/15/2022	<b>Implementation Manager</b> Prior TPA	--

WBS	Name	State	Planned Start	Duration	Planned End	Assignments	Program Customization Notes
19.4	Request PRIOR TPA send notification of claim transfer to GB to all Claimants effected by the change.	Draft	10/12/2022	25 days	11/15/2022	Implementation Manager Prior TPA	--
19.5	PRIOR TPA to provide a 'Hot List' of open claims including but not limited to; upcoming surgery, mediations, hearings, settlement discussions, etc.	Draft	10/12/2022	25 days	11/15/2022	Implementation Manager Prior TPA	--
19.6	PRIOR TPA to provide report of benefit payments issued prior to the transfer of open claims, including; amount of payment, benefit start-end dates, AWW, date payment issued, check number, address mailed to, etc.	Draft	10/12/2022	25 days	11/15/2022	Implementation Manager Prior TPA	--
19.7	Provide PRIOR TPA with GB's dropbox email address for medical bills and other correspondence: GBRuin@datadimensions.com	Draft	10/12/2022	25 days	11/15/2022	Implementation Manager	--
20	▼ Final Data File	Draft	11/21/2022	16 days	12/12/2022	--	--
20.1	PRIOR TPA to send final file as of termination date.	Draft	11/21/2022	4 days	11/24/2022	Implementation Manager Prior TPA	--
20.2	Prior TPA to provide final loss run matching final data file.	Draft	11/21/2022	4 days	11/24/2022	Implementation Manager Prior TPA	--
20.3	Once the data conversion is complete, GB to review the final control totals with Client.	Draft	12/9/2022	1 days	12/9/2022	Implementation Manager Client - Action	--
20.4	Request Client signoff, in writing, affirming approval to load the run-in data into RisxFacs.	Draft	12/9/2022	2 days	12/12/2022	Implementation Manager Client - Action	--
21	▼ Run-in Post Load	Draft	12/13/2022	5 days	12/19/2022	--	--
21.1	Once claims have been loaded into RisxFacs, IM/CSM to communicate with GB Branches immediately to have any open claims assigned to appropriate Resolution Managers.	Draft	12/13/2022	1 days	12/13/2022	Implementation Manager	--
21.2	Provide the crosswalk file to the Client and any vendors that might need the reference.	Draft	12/13/2022	1 days	12/13/2022	Implementation Manager	--
21.3	GB Run-in team will advise when the claim notes load is complete.	Draft	12/13/2022	2 days	12/14/2022	Implementation Manager	--
21.4	Claim digital images will be scheduled to be attached once the claims have been loaded into RisxFacs.	Draft	12/13/2022	5 days	12/19/2022	Implementation Manager	--

City of Key West, FL

# State of Florida Business Licenses





CHIEF FINANCIAL OFFICER  
**JIMMY PATRONIS**  
STATE OF FLORIDA

February 14, 2022

Ms. Karen Futrell  
Licensing Manager  
Gallagher Bassett Services, Inc.  
2850 Golf Road  
Rolling Meadows IL, 60008

Re: Qualified Servicing Entity Annual Report  
Gallagher Bassett Services, Inc

Ms. Karen Futrell,

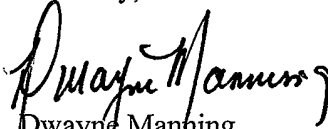
The Qualified Servicing Entity Annual Report for your company has been received. The Division has reviewed this annual filing and found your company in compliance with Rule 69L-5.230(11) F.A.C. (Retaining Authorization as a Qualified Servicing Entity). This letter confirms that your company has been recertified for the period of **March 1, 2022 through February 28, 2023**.

Attached is a copy of Form DFS-F2-SI-23 (Qualified Servicing Entity Annual Report Form), to be used for future filing of this report with the Division. Also attached is a copy of Form DFS-F2-SI-19 (Certification of Servicing for Self-Insurers), this form is to be completed within thirty (30) days of entering a contract for servicing of workers compensation claims.

Your next annual report is due in our office no later than **March 1, 2023**.

Should you have any questions or need further assistance, please contact me at (850) 413-1784.

Sincerely,

  
Dwayne Manning  
Insurance Administrator

Attachments

FLORIDA DEPARTMENT OF FINANCIAL SERVICES  
Dwayne Manning • Insurance Administrator  
Division of Workers' Compensation • Bureau of Financial Accountability  
200 East Gaines Street • Tallahassee, Florida 32399-4221 • Tel. 850-413-1615 • Fax 850-354-5100  
Email • [Dwayne.Manning@Myfloridacfo.com](mailto:Dwayne.Manning@Myfloridacfo.com)

AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

## *GALLAGHER BASSETT SERVICES, INC*

*License Number : W824805*

### **Non Resident Insurance License**

- 2505 - INDEPENDENT ADJUSTING FIRM

### **Issue Date**

02/01/2022

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

**Please Note:** A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fldfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at [www.myfloridacfo.com/division/agents](http://www.myfloridacfo.com/division/agents).



Jimmy Patronis  
Chief Financial Officer  
State of Florida

The City of Key West,  
Florida

# Standard Service Agreement

### **THIRD PARTY CLAIMS ADMINISTRATION AGREEMENT**

This Third Party Claims Administration Agreement (this “**Agreement**”) is made and entered into as of (the “**Effective Date**”) between Gallagher Bassett Services, Inc., a Delaware corporation (“**GB**”), and (“**Client**”). GB and Client shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, GB is a third party claims administrator, and Client desires to retain GB to provide certain claims administration services (the “**Services**,” as described below) on Client’s behalf.

NOW, THEREFORE, in consideration of the mutual promises contained herein, GB and Client hereby agree as follows:

#### **SECTION 1** **SERVICES**

1.1 **General.** GB, by and through one or more affiliates and vendors, shall provide Services for Client relating to the administration of Client’s Claims in accordance with the terms and conditions set forth in this Agreement and in the service instructions (the “**Service Instructions**”) as agreed upon by the Parties in writing from time to time, which Service Instructions shall be incorporated into and deemed to be a part of this Agreement. As used herein, “**Claim**” means any report of injury or accident alleging or resulting in injury, damage or loss that could give rise to a demand for the payment of money by Client, and which is timely reported to GB hereunder. GB shall provide such Services as further described in the Cost & Terms attached hereto as Exhibit A (“**C&T**”) and incorporated by reference herein. Each C&T shall be applicable for the period referenced therein. GB’s Services may include the following:

- a. Upon guidance from Client and/or retained counsel, where applicable, review, investigate, adjust, settle and/or resist Claims (i) within the Settlement Authority, or (ii) if in excess of the Settlement Authority, upon the acknowledgment of Client. “**Settlement Authority**” is the amount set forth in the Service Instructions, up to which GB is authorized to settle individual Claims.
- b. Establish and update Claim reserves;
- c. Maintain Claim files and records; provided that Client shall be obligated to store and preserve any physical evidence relevant to any Claim or potential Claim;
- d. Assist Client in establishing a Claim loss fund account as more specifically described in Section 3 below for the funding of losses (including indemnity payments) and Allocated Expenses associated with a Claim (collectively, “**Loss Payments**”). “**Allocated Expenses**” means all expenses incurred in connection with the investigation, negotiation, defense, settlement and disposition of a Claim, examples of which are set forth in the C&T;
- e. Notify only Client’s agents or insurers that are expressly listed in the Service Instructions of Claims that meet the specific parameters expressly set forth in the Service Instructions;
- f. Coordinate investigations on litigated Claims with attorneys retained on the Claim and with representatives of Client’s insurer, as required;
- g. Investigate and pursue subrogation claims on behalf of Client, where permitted;
- h. Provide a risk management information system and standard reports as described in the Service Instructions, as well as ad hoc information and reports, as requested by Client from time to time, subject to additional fees for non-standard reporting;

- i. Provide risk control consulting and appraisals or other related Services, as set forth in the C&T or otherwise agreed to by the Parties;
- j. Report fraudulent or suspected fraudulent Claims to state authorities, as required by applicable law, and as agreed upon by the Parties;
- k. Perform Mandatory Insurer Reporting (“**MIR**”) directly or in coordination with Client’s designated third party vendor, pursuant to Section 111 of the Medicare, Medicaid, and State Children’s Health Insurance Program Extension Act of 2007 (P.L. 110-173) (“**MMSEA**”); and
- l. Provide medical management services as set forth in the C&T.

1.2 **Report of Claims**. Client shall report all Claims to GB with sufficient time to allow GB to submit first reports of injury to each applicable state, as required, and to comply with all applicable laws.

1.3 **Sole Claims Administrator**. During the term of this Agreement, (i) GB shall be Client’s sole claims administrator with respect to Claims under the coverage types set forth in the C&T; (ii) all new Claims arising under such program shall be transmitted to GB and (iii) Client will not, directly or indirectly, self-administer any Claims that should be reported to GB pursuant to the terms of this Agreement.

1.4 **Escheat**. The Parties acknowledge that Client shall be responsible for any and all escheat and unclaimed property reporting obligations; *provided, however*, that, upon request and for a mutually agreed upon fee, GB shall provide Client with such information and reports as Client may reasonably request to perform escheat reporting with respect to Loss Payments made hereunder.

## **SECTION 2** **PAYMENT AND COLLECTION MATTERS**

2.1 **Payment of Service Fees**. Client shall pay, or cause its insurer to pay, any fees for Services, taxes and other sums payable to GB as described herein and in the C&T (“**Service Fees**”) within thirty (30) days of Client’s receipt of each invoice, regardless of any extraneous circumstances, including any dispute between Client and its carrier.

2.2 **Taxes**. Client shall be responsible for and pay to GB any and all applicable taxes, duties and assessments, as well as any penalties for non-payment of same, that are assessed in connection with any Services rendered by GB hereunder (except for taxes on GB’s net income).

2.3 **Applicable Currency**. All payment obligations hereunder shall be charged and payable in U.S. Dollars, unless otherwise agreed in writing by the Parties.

2.4 **Catastrophe Charges**. GB will charge Client for any loss involving ten (10) or more Claims resulting from a single event (i.e., hurricane, tornado, flood, earthquake, etc.) on a time and expense basis, which shall be paid as an Allocated Expense against the Claim file. GB, in its discretion, reserves the right to utilize outside resources to expedite Claim handling because of any such catastrophic event.

2.5 **Change in Circumstances**. Upon sixty (60) days’ prior written notice to Client, GB may modify its Service Fees if GB reasonably determines that (i) historical claims data that Client provided to GB was erroneous, obsolete or insufficient; (ii) Client has a material change in the overall program managed by GB, including the lines of coverage handled by GB or instances where Client unbundles services provided by GB’s vendors and subcontractors; (iii) Client has a material change in the nature and/or volume of its Claims compared to what was contemplated when GB initially quoted its Service Fees; or (iv) legislative and/or regulatory requirements impact or change the scope of GB’s Services or responsibilities, including any expenses related thereto.

### **SECTION 3**

#### **LOSS FUND ACCOUNT – SELF-INSURED MONEY MANAGEMENT SYSTEM (SIMMS)**

GB shall assist Client in establishing a loss fund account with Citibank (or other institution at GB's discretion), and Client shall fund, or cause its carrier to fund, such account. The initial imprest shall be an amount representing approximately two and one-half (2 ½) times Client's current average Loss Payment history based upon Client's (i) estimated Claim volume and (ii) funding frequency. GB reserves the right, in its sole discretion and upon prior notice to Client, to modify the imprest balance required under this Agreement. In the event that GB exercises its right to modify the imprest balance, Client shall fund such amount within five (5) business days of GB's request. GB reserves the right at any time to request Client to prefund any large Loss Payments, which Client shall fund within three (3) business days of GB's request. Client shall maintain the required imprest balance during the term of this Agreement.

### **SECTION 4**

#### **PAYMENT & FUNDING FAILURE; REMEDIES**

Client is solely responsible for all payment obligations under this Agreement. GB is not obligated to advance funds to pay Loss Payments or any other obligation of Client.

4.1 If Client fails to timely pay any Service Fees due hereunder, GB may, in addition to any other rights and remedies afforded under this Agreement or applicable law, assess interest charges on the amount that is due and outstanding at a rate equal to the lesser of (i) 1.5% per month or (ii) the maximum rate permitted by law.

4.2 If Client fails to timely and adequately fund and replenish its loss fund account or pay its Service Fees within five (5) business days of receiving payment demand by GB or Citibank, GB may, at its election, (i) suspend banking or shutdown the loss fund account and suspend the provision of Services; and (ii) report the delinquent account and claim handling status to: (a) Client's insurance carrier and/or broker, if any; (b) applicable government and regulatory agencies; (c) any affected claimant(s); and (d) any other relevant parties.

4.3 If Client fails to fund its loss fund account or pay any outstanding Service Fees within five (5) business days following the notice described in Section 4.2 above, GB may (i) convert Client's program to daily issuance via Fed Wire upon forty-eight (48) hours' notice to Client; (ii) report the Claim handling status to appropriate government and regulatory agencies, as applicable; and/or, (iii) terminate this Agreement and cease providing Services without further liability to Client.

4.4 Client shall indemnify and hold GB harmless and be solely responsible for any and all damages, fines, penalties, bank charges, interest, fees and expenses resulting from Client's failure to timely meet its payment obligations and maintain the loss fund imprest balance, and Client shall pay, or cause its carrier to pay, such amounts promptly upon demand by GB. Additionally, Client shall pay all fees, costs and expenses incurred by GB in enforcing the payment obligations hereunder, including reasonable attorneys' fees and court costs.

### **SECTION 5**

#### **COMPLIANCE WITH LAWS; MEDICARE REPORTING**

5.1 **Compliance with Laws and Licensing.** GB and Client will comply with all applicable laws. GB will maintain all permits, licenses and regulatory approvals necessary to provide the Services described herein.

5.2 **Mandatory Insurer Reporting.** Client acknowledges and agrees that Client or its insurance carrier has an obligation to perform MIR. To the extent that GB provides MIR on Client's behalf, Client agrees to properly register (or, as appropriate, to cause its insurance carrier to properly register) with the

Centers for Medicare and Medicaid Services as the Responsible Reporting Entity (“**RRE**”) under MMSEA and to provide to GB all relevant information, including the RRE “Identification Number(s)” assigned to Client, and properly designate a MIR reporting agent acceptable to GB. GB shall not provide MIR in states where GB is only providing Claims oversight. Client agrees that for each and every Claim reported to GB, Client shall provide the following information as soon as possible, but in no event later than required to comply with applicable law to avoid fines and penalties: claimant’s first and last name, social security number, date of birth and gender. Failure to timely provide such information shall absolve GB from any responsibility for performing MIR with respect to any such Claim until GB receives all required information. GB may disclose this and other information to its designated third parties for processing Client’s MIR and performing other obligations hereunder.

**5.3 Medicare Secondary Payer Act Compliance.** In order to comply with Client’s reporting obligations under Medicare, and avoid interest, fees, and penalties associated with failure to properly account for (i) conditional payments under the Medicare Secondary Payer Act (“**MSP**”) or (ii) future medical expenses under the MSP (collectively, “**MSP Liabilities**”), Client must ensure that the following activities are timely performed: (i) reporting, (ii) investigation and payment of conditional payment obligations and (iii) provision of Medicare set-asides or other future medical allocations services, as appropriate. GB hereby disclaims any and all MSP Liabilities relating to Client’s and/or its representatives’ or agents’ failure to comply with any MSP obligations, where (A) Client does not utilize GB or its vendors to administer Client’s MSP compliance or (B) Client’s or its representative’s or agent’s acts and/or omissions result in MSP Liabilities.

## **SECTION 6** **CONFIDENTIALITY**

**6.1 Defined.** As used herein, “**Confidential Information**” means information furnished by either Party or its agents and representatives (“**Discloser**”) to the other Party or its agents and representatives (“**Recipient**”), whenever furnished and regardless of the manner or media in which such information is furnished, which Recipient knows or reasonably should know to be confidential or of a proprietary nature. Confidential Information shall include confidential and proprietary information relating to the business, claimants, customers, products and affairs of Discloser, including without limitation, any and all designs, processes, pricing, methods, technical data, marketing information, trade secrets and financial information, as well as the terms of this Agreement. Confidential Information shall not include information concerning Discloser that (a) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement by Recipient, (b) at the time of disclosure to Recipient by Discloser was already known by Recipient as evidenced by its written records, (c) becomes available to Recipient on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, (d) was or is independently developed by or for Recipient without reference to the Confidential Information, or (e) is comprised of anonymized/de-identified information of Client that is utilized in connection with data analytics or other business purposes.

**6.2 Prohibition on Disclosure.** Recipient agrees that it will not disclose any Confidential Information disclosed by Discloser to any third party without Discloser’s prior written consent. Notwithstanding the foregoing, Recipient shall be permitted to disclose Confidential Information to its or the Discloser’s affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services to be provided under this Agreement.

**6.3 Other Disclosures.** Nothing in this Agreement shall be deemed to prevent Recipient from disclosing any Confidential Information of Discloser when requested or required to do so by a subpoena, civil investigative demand, other legal process or by the authority of any state or federal administrative agency or governmental body.

## **SECTION 7**

### **RISK MANAGEMENT INFORMATION SYSTEM; RECORDS**

7.1 **Risk Management Information System Access.** GB hereby grants to Client a non-exclusive, non-transferable, revocable license to access GB's risk management information system (Risx-Facs®, Luminos™, or any other system licensed by GB, to the extent specified in the C&T), solely for the purpose of evaluating and monitoring the status of Claims. Such access is limited to Client-approved representatives, and shall be contingent upon and subject to Client taking reasonable measures to ensure each such representative's compliance with Section 6 above. Unless otherwise agreed in writing, this license shall terminate automatically and without the need for notice upon the termination of this Agreement for any reason.

7.2 **Document Retention.** Claim files are the property of Client, or Client's insurer, as applicable. GB will retain (i) physical Claim files in storage or (ii) electronic files on GB's systems following closure of a particular Claim in accordance with GB's then-current document retention policy and in compliance with applicable law. Thereafter, unless Client or Client's insurer requests, in writing, a turnover of its Claim files, GB may, in its sole discretion and upon advance notice to Client, destroy and purge any such Claim files in its possession; *provided, however*, GB may retain one copy for legal, regulatory and archival purposes. Client will be solely responsible for arranging for return or transfer of its files at Client's cost, and after payment of all outstanding amounts due to GB, no later than thirty (30) days after date of notice. The policies and procedures of the applicable financial institutions shall govern the storage of copies of checks. Except as required by applicable law, GB shall have no obligation to retain Claim files in the event that such Claim files or related Claim handling obligations are transferred to another administrator.

7.3 **Run-In Claims.** To the extent GB assumes a Claim incurred prior to the Effective Date or previously administered by another party, including Claims self-handled by Client (each, a "**Run-In Claim**"), Client must adhere to Run-In Claim processes reasonably acceptable to GB to ensure proper Claim transfer, including supplying certain required information in a format acceptable to GB in a reasonable amount of time as discussed and agreed to between the Parties prior to GB's assumption of such Run-In Claims. GB shall not be responsible for updating, maintaining or storing Run-In Claim file information (paper or electronic) that is more than ten (10) years old. All files for Run-In Claims assumed by GB will be kept "as is," without any obligation to reorganize such files. Client, where applicable, shall, or shall require its prior service provider to, place a claim file note in the Run-In Claim files or otherwise conspicuously mark such files in a manner to be agreed to by the Parties, with information necessary or convenient for GB to attend to time-sensitive events, such as upcoming court deadlines and benefit or settlement payment due dates. GB shall not be responsible for any acts, errors or omissions, including any compliance requirements or state, Federal or other reporting requirements, concerning the Run-In Claims prior to its assumption of the same. Client shall indemnify and hold GB harmless from any damages arising (i) during any transition period; (ii) as a result of GB's reliance on faulty or incomplete Run-In Claim files or related information; and/or (iii) in whole or in part due to acts or omissions of any party that handled such Run-In Claims prior to GB.

## **SECTION 8**

### **INDEMNIFICATION; LIMITATIONS OF LIABILITY**

8.1 **Indemnification of Client.** GB agrees to defend, indemnify and hold Client and its affiliates and their respective directors, officers, employees, vendors, subcontractors, counsel, and agents harmless from any and all third party claims, demands, causes or threats of action, losses, liabilities, damages and all related costs and expenses, including reasonable legal fees (collectively, "**Indemnified Losses**") to the extent arising from (i) the breach of any representation, warranty or covenant made by GB hereunder, and (ii) GB's grossly negligent acts or omissions or intentional misconduct; *provided, however*, that GB's indemnification obligation shall be reduced to the extent that such Indemnified Losses arise from the acts or omissions of Client or any third-party retained by Client.



8.2 **Indemnification of GB.** Client agrees to defend, indemnify and hold GB and its affiliates and their respective directors, officers, employees, vendors, subcontractors, counsel, and agents harmless from any and all Indemnified Losses to the extent arising from (i) the breach of any representation, warranty or covenant made by Client hereunder; (ii) Client's grossly negligent acts or omissions or intentional misconduct; (iii) GB's acts or omissions that result from any act, omission, instruction or direction of Client or its attorneys, vendors (other than GB or GB vendors), agents, representatives or assignees; (iv) any employment decisions made by Client; and (v) any acts or omissions by Client's attorneys, vendors (other than GB or GB vendors), agents, representatives or assignees; *provided, however*, that Client's indemnification obligation shall be reduced to the extent that such Indemnified Losses arise from the acts or omissions of GB or GB vendors.

8.3 **Liability Limitation.** Notwithstanding anything contained in this Agreement to the contrary, (i) neither Party will be liable for any indirect, special, incidental or consequential damages, whether based in contract, tort or any other legal theory, even if advised of the possibility of such loss or damage; and, (ii) the maximum liability of either Party with respect to any losses, claims, damages, liabilities, judgments, costs and expenses (whether in tort, contract, statute or otherwise, collectively, "**Damages**") relating to or arising out of this Agreement shall not exceed (a) \$250,000 with respect to all Damages relating to a single Claim; or (b) \$1,000,000 with respect to all Damages under this Agreement in the aggregate; *provided, however*, this section shall not be deemed to limit or impact Client's payment or funding obligations under this Agreement.

8.4 **Additional Limitations.** GB shall not be liable to Client as a result of (i) Damages that result from the absence of any consent or authority required to be obtained by or from any third party; (ii) failure to achieve a desired result, so long as GB has acted reasonably and in good faith based upon the information available at the time; (iii) acts, errors or omissions of any retained legal counsel; and (iv) any vendors or any third parties engaged, selected, chosen or recommended by Client.

8.5 **Contractual Limitations Period.** No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either Party any later than the first to occur of (a) two (2) years after the accrual of such claim or cause of action, or (b) one (1) year after such Party becomes aware of the alleged act, error, or omission upon which such claim or cause of action is based.

8.6 **Extension.** The limitations in this Section 8 shall apply to any claim or cause of action asserted by or on behalf of any person or entity claiming to be an assignee, beneficiary of or successor to such Party.

## **SECTION 9** **TERM AND TERMINATION**

9.1 **Term.** This Agreement will remain in effect until terminated by either Party in accordance with the terms of Section 9.2 below or elsewhere in this Agreement.

### **Termination.**

a. **Termination for Convenience.** Either Party may terminate this Agreement for convenience, at any time and for any reason or no reason, upon not less than sixty (60) days' prior written notice to the other Party.

b. **Termination for Breach.** Other than termination for payment obligations set forth in Section 4, this Agreement may be terminated by the non-breaching Party if the other Party breaches any material representation, warranty or obligation contained in this Agreement, and such other Party fails to remedy such breach within thirty (30) days from the date it receives written notice of the breach from the non-breaching Party.

c. **Insolvency.** Either Party may terminate this Agreement effective immediately (1) if the other Party is adjudged insolvent or bankrupt; (2) upon the institution of any proceeding against the other Party seeking relief, reorganization or arrangement under any laws relating to insolvency; (3) for the making of any assignment for the benefit of creditors; upon the appointment of a receiver, liquidator or trustee of any substantial part of the other Party's property or assets; or (4) upon liquidation, dissolution or winding up of the other Party's business (collectively, "**Insolvency**"). In the event of Client's Insolvency, Client agrees that (i) immediately upon the filing of a bankruptcy petition, Client shall pay in advance any invoice for Service Fees and shall continue to fund any Loss Payments and meet any other payment obligations as required under this Agreement; (ii) no later than thirty (30) days after the filing of a bankruptcy petition, Client shall assume or reject this Agreement; and, (iii) immediately upon the filing of a bankruptcy petition, GB shall be entitled to relief from the automatic stay to exercise any right of set off or recoupment, and to enforce Client's payment of Service Fees and other funding obligations, including without limitation those obligations with respect to the imprest and Loss Payments.

### 9.3 **Actions following termination.**

a. With respect to "Life of Partnership" programs (as described in the C&T, where applicable), in the event of termination or nonrenewal of this Agreement, GB shall, upon mutual written agreement of the Parties, continue to manage all (i) Claims that have not been closed as of the effective date of termination and (ii) Claims incurred during the term but not reported prior to the termination date (collectively, "**Run-Off Claims**"), provided that Client pays GB a mutually agreeable Service Fee per Claim per year open to continue handling Run-Off Claims. Should no agreement be reached regarding Service Fees for open Run-Off Claims, they will be returned to Client or transferred to another vendor as designated by Client.

b. With respect to "Handle to Conclusion" programs (as described in the C&T, where applicable), in the event of termination or nonrenewal of this Agreement, GB will continue to manage all Run-Off Claims (subject to payment of an initial Service Fee for any Claims accepted by GB that were incurred during the term but not reported prior to the effective date of termination), except in the event of a termination of this Agreement resulting from Client's uncured breach (which shall relieve GB of any obligation to continue to administer Run-Off Claims) or the Parties' agreement to the contrary.

c. Client remains responsible for timely funding and payment of all payment obligations with respect to Run-Off Claims. Run-Off Claims Services, if any, will be provided at a servicing branch selected by GB, and a reduced electronic reporting package will be provided to Client at Client's expense. Client will remain responsible for banking, risk management information system, and administration fees while GB handles all Run-Off Claims. Should Client renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open Claims not part of the renewed portions of the program shall be considered Run-Off Claims and Client shall pay GB as described above.

d. Should Client elect to have Claim files returned and otherwise discontinue the Services, Client agrees to pay all outstanding Service Fees and continue to fund its payment obligations until all Claims are closed within the risk management information system and all Claim files have been returned to Client and Client has made alternate banking arrangements. GB will return all files to Client in an orderly manner, at Client's cost and after payment of all outstanding obligations due to GB. GB will provide an electronic, tape or paper copy of the Claim information in the risk management information system at GB's standard rate as of the date of termination. Upon delivery of this information to Client, Claim information may be deleted from GB's systems, subject to applicable law. In the event Client does not agree to assume control of such files, GB hereby disclaims liability for failure to retain such files.

**SECTION 10**  
**MISCELLANEOUS**

10.1 **Notices.** All notices, requests and other communications concerning termination or indemnification ("**Formal Notice**") under this Agreement shall be in writing and delivered: (i) personally; (ii) by certified mail, return receipt requested; or (iii) by nationally recognized express courier service. Notices will be deemed given as of the earlier of (i) the date of actual receipt when notice is given by personal delivery, (ii) three (3) days after mailing in the case of certified U.S. mail or (iii) the next business day when notice is sent via express courier. Any Formal Notice shall be addressed as follows:

If to GB:	Legal Department Gallagher Bassett Services, Inc. 2850 Golf Road Rolling Meadows, Illinois 60008	If to Client:
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10.2 **Successors & Assignment.** This Agreement shall apply to and bind the successors and assigns of the Parties hereto, including, in the event of an Insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either Party, except with the prior written consent of the other Party; *provided, however*, that GB may assign the Agreement to an affiliate or in the event of a merger or sale of all or substantially all of its assets.

10.3 **Business Arrangements.** As part of our comprehensive and integrated claims administration services model, GB may partner with select vendors and service providers who GB believes are similarly best in class. Through our partners, GB provides a full range of medical management and ancillary claims management services, which may be procured on a wholesale or negotiated basis. GB may receive revenue from these arrangements corresponding to the services provided by GB for procurement of discounted rates, program integration and management, and technological and service enhancements.

10.4 **Solicitation of Employees.** Client agrees that, during the term of this Agreement (and any renewals thereof) and for two (2) years after the later to occur of (i) the effective date of termination of this Agreement or (ii) GB ceasing to perform Services for Client, Client shall not, directly or indirectly, without the written consent of GB, solicit to hire or hire on behalf of itself or others, any employee of GB who, during the term of this Agreement, performed or contributed to the performance of the Services. Client further acknowledges that the damages suffered by GB as a result of a breach of this obligation would not be susceptible to easy calculation. Accordingly, in the event of a breach of the foregoing prohibition, Client agrees to pay GB an amount equal to one hundred fifty percent (150%) of such employee's annualized salary amount at GB as of the date of such breach.

10.5 **Jury Trial Waiver.** The Parties hereby waive their respective rights to a trial by jury in any action or proceeding based upon, or related to, this Agreement and/or any Services provided hereunder. The Parties are making this waiver knowingly, intentionally and voluntarily.

10.6 **Independent Contractor.** GB is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client.

10.7 **Governing Law.** This Agreement and any disputes or litigation relating to or arising out of this Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law rules. Client irrevocably agrees to exclusive venue and submits to jurisdiction in the United States District Court for the Northern District of Illinois, Eastern Division, or the state courts in DuPage County, Illinois, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.

10.8 **Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo,

court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

10.9 **Counterparts**. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party.

10.10 **Warranties**. Except as expressly set forth in this Agreement, GB makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

10.11 **Severability**. If a court of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

10.12 **Non-Waiver**. The Parties agree that any delay or forbearance by GB or Client in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. Only waivers expressly made in writing by an authorized GB or Client representative shall be effective against such Party.

10.13 **Survival**. Upon the expiration or termination of this Agreement, those provisions that expressly or would by their nature survive this Agreement will so survive, including but not limited to, Sections 6, 8 and 10.

10.14 **Applicable State Laws**. To the extent that GB administers any workers' compensation Claims on behalf of Client that is self-insured or a group fund in the State of Michigan, the terms set forth in **Schedule 1**, attached hereto and incorporated by reference herein, will apply. To the extent that GB administers any workers' compensation Claims on behalf of the Client in the State of Oregon, the terms set forth in **Schedule 2**, attached hereto and incorporated by reference herein, will apply.

10.15 **Entire Agreement**. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Agreement may only be amended by a written agreement executed by both GB and Client. The Parties agree that if there is any conflict between the terms of any applicable agreement between GB and Client's insurer relative to the underlying program and the terms of this Agreement, the terms of the insurer's contract with GB shall prevail.

[Signature Page to Follow]