

RESOLUTION NO. 10-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RATIFYING THE ATTACHED AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN THE CITY OF KEY WEST AND EMPLOYERS MUTUAL, INC. (EMI) FOR SERVICES AS THE CITY'S INSURANCE PROGRAM THIRD PARTY ADMINISTRATOR (TPA); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Resolution No. 09-246, the City Commission authorized the City Manager to negotiate an agreement with EMI for services as a third party administrator;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the attached Agreement for Administrative Services is hereby ratified.


Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of April, 2010.

Authenticated by the Presiding Officer and Clerk of the Commission on 7th day of April, 2010.

Filed with the Clerk on April 7, 2010


  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:  
  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



## CITY MANAGER'S OFFICE MEMORANDUM

**TO:** Jim Scholl, City Manager

**FROM:** Mark Z. Finigan, Assistant City Manager 

**DATE:** March 7, 2010

**SUBJECT:** Ratification of Agreement with Employer Mutual, Inc.

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### **ACTION STATEMENT:**

This purpose of this resolution is to request ratification by the City Commission of the attached fully executed Agreement between the City of Key West and Employer Mutual, Inc. (EMI), for services rendered as the City's Insurance Program Third Party Claims Administrator (TPA).

### **BACKGROUND:**

City Commission approved via Resolution 09-246 the recommended ranking of the Evaluation Committee for the engagement of Employer Mutual, Inc. (EMI). Pursuant to said resolution the City Manager was authorized to enter into negotiations with Employer Mutual, Inc. (EMI) and if successful in negotiating an agreement, execute said agreement and bring back before the City Commission for ratification. The resulting agreement is attached and presented to the City Commission for ratification. The agreement was reviewed and approved by the City's Legal Department before execution by the City Manager.

Employer Mutual, Inc. (EMI) has been providing services since October 1, 2009 as the third party administrator for all City insurance claims. To date, their service has been excellent. The delay in executing an agreement acceptable to both parties was centered on a protracted discussion/negotiation of certain terms and conditions which did not impact performance. Employer Mutual, Inc. (EMI) services from October 1, 2009 have been pursuant to the City's Request for Proposal and the proposal submitted by Employer Mutual, Inc. (EMI).

### **RECOMMENDATION:**

Ratify the attached fully executed Agreement For Services between the City of Key West and Employer Mutual, Inc. (EMI), for services rendered as the City's Insurance Program Third Party Administrator (TPA).

## **AGREEMENT FOR ADMINISTRATIVE SERVICES**

**THIS AGREEMENT**, made and entered into by and between the City of Key West, hereinafter referred to as the Client, and Employers Mutual Inc. (EMI), 700 Central Parkway, Stuart, FL 34994, a Florida Corporation, hereinafter referred to as Administrator.

### **WITNESSETH**

**WHEREAS**, the Client desires to engage the services of Administrator to provide claim adjusting services for workers compensation and liability claims as described herein on behalf of the Client;

**WHEREAS**, Administrator is qualified and desires to provide the aforementioned services on behalf of the Client in accordance with this Agreement; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the parties hereto do mutually agree as follows:

The above recitals are incorporated herein as if set forth here below.

### **I. SERVICES**

#### **A. CLAIMS ADMINISTRATION SERVICES**

Client engages Administrator to provide the following and such other services as may be considered necessary and which are mutually acceptable to both parties:

- (i) Supervise and administer the open claims in compliance with applicable laws, rules and regulations governing the administration of self-insurance programs and imposed by the State of Florida. Claims will be timely adjusted and Administrator will be responsible for penalties if the penalty arises from the neglect of the Administrator.
- (ii) Provide qualified and experienced personnel capable of servicing the open claims of the Client. Administrator will maintain an office with toll-free telephone services and experienced employees.
- (iii) Complete processing of loss adjustments, investigations and settlements falling within the self-insured retention level. Submissions of all investigation reports, legal actions, court orders, or awards shall be provided to the Client together with recommendations to be taken in the event claims exceed the limits of authority of Administrator. Administrator must obtain prior approval from the Client, for all settlements.
- (iv) Coordinate investigations of and manage litigated claims with defense attorneys.

- (v) Develop subrogation possibilities and assist in the collection of same. Submit claims to reinsurance/excess carriers and assist in the recovery of such benefits (if any) on behalf of Client.
- (vi) In the event of termination of the contract, Administrator shall not have any responsibility or obligation to handle any claims beyond sixty (90) days after the termination date.
- (vii) Administrator shall comply with all notification and reporting requirements of the Client's excess insurers and shall pursue all Excess Recoveries in a timely fashion.
- (viii) Administrator shall pursue all available Second Disability Trust Fund recoveries from the State of Florida.
- (ix) Administrator shall complete and file on behalf of the Client, all State mandated reports.
- (x) Those Services described in the Client's Request for Proposal # 09-011 (Exhibit "A") and the ADMINISTRATOR Proposal (Exhibit B), dated August 24, 2009.

## II. RESPONSIBILITIES OF THE CLIENT

The Client shall have and perform the following duties, obligations, and responsibilities to Administrator.

- (i) **Obligation & Responsibility for Payment.** The Client has the sole obligation and responsibility for funding the payment of claims made against the Client. Administrator assumes no duty to fund any such claims at any time and shall have no obligation to advance funds for such payment.
- (ii) **Deposit Account.** Prior to the commencement of the Agreement, the Client shall establish a bank account at a bank of the Client's choosing and this account will be used to process claim checks. The Client will be responsible for the proper funding of this account as well as all banking fees, bank interfaces and the bank reconciliations. Administrator shall use the funds deposited by the Client into the account to pay claim settlements within the discretionary settlement authority limit or as otherwise authorized by the Client, and to pay interim claim payments, indemnity payments, medical expenses and allocated expenses.
- (iii) **Management of Account.** It is the Client's responsibility to establish and replenish the bank account with funds sufficient to cover all claim payments. The Client may, at its discretion, increase or decrease the minimum funding levels based on actual claim activity. The bank account shall remain in effect until all claims activity ceases under this Agreement.

- (iv) **Allocated Loss Adjustment Expense.** Coverage costs shall include but not be limited to: cost of medical and/or indemnity payments, outside investigation of claims, surveillance, vocational rehabilitation, on-site case management, legal fees, court or hearing costs, depositions, documents and exhibits, witness fees, photography and other incidental and special costs, as approved by Client. Coverage costs shall be borne by the Client as normal claims related expenditures and shall be charged against the Deposit Account.
- (v) **Instructions from Client.** Administrator shall duly consider all written notices and recommendations made by Client relative to the administration of claims, including medical and litigation services with the understanding that the final authority rests with the Client. Administrator shall not be responsible or liable for any action or inaction of the Client, which is contrary to a lawful written recommendation or instruction by Administrator, applicable by law, and/or workers compensation law that causes any claim to not be properly adjusted, administered, and/or processed. Administrator will handle claims in accordance with the written handling procedures as produced by the Client.
- (vi) **Audits.** Client has the right to independently or via outside auditors review the Administrator's performance to insure compliance with the contract requirements and to insure the financial integrity of the program.

### III. ADMINISTRATOR'S RESPONSIBILITY

Administrator shall have no responsibility, risk, liability or obligation for the funding of claims, losses, or liabilities. The responsibility and obligation for funding the program exposures shall be solely and totally the responsibility of the Client.

Administrator shall be liable for the recovery of claim processing errors arising from Administrator's performance pursuant to the terms of this Agreement. Administrator shall use diligent efforts toward the recovery of any loss therefrom. Administrator's liability, if any, shall be limited to the amount in excess of the claim amount(s) payable under the terms of the Agreement.

It is understood and agreed that Administrator is and shall remain an independent ADMINISTRATOR with respect to the services being performed by the Administrator pursuant to this Agreement and shall not for any purpose be deemed an employee of the Client, nor shall the relationship of the parties be deemed that of partners or joint ventures. Administrator does not assume any responsibility, risk, liability, or obligation for the general policy direction of the program, the adequacy of the funding thereof, or any act or omission or breach of duty by parties other than Administrator. Administrator shall not be deemed an insurer, underwriter or guarantor with respect to any expenses payable under the program. Administrator agrees to maintain the insurance requirements as set forth in the Client's RFP throughout the entirety of the life of this contract, including naming the Client as an additional insured in their general liability contract.

**Insurance.** ADMINISTRATOR shall maintain on file with the Client a certificate of the insurance of the carriers showing that the following insurance coverage's are in effect. The following coverage's shall be provided:

Worker's Compensation – statutory – in compliance with the compensation law of the State of Florida.

Commercial General Liability Insurance with minimum limits of \$1 million per occurrence for bodily injury, personal injury and property damage.

Comprehensive Auto Liability Insurance with minimum limits of \$1 million combined single limit per occurrence.

Employer's Liability - \$500,000

Professional Liability / Errors & Omissions insurance with a minimum limit of one million (\$1,000,000) dollars. Must be specific for claims adjusting services.

The Client shall be named as additional insured, except for workers compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

**Licensing** - ADMINISTRATOR warrants that it shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses whether federal, state, County or City.

#### IV. DEFAULT AND TERMINATION

- (i) **Default.** The failure of either party to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement, the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the provision(s) the defaulting party failed to comply with, the exact nature of the default, and the action that needs to occur to correct the default. The non-defaulting party will give the defaulting party a minimum of ten (10) business days to correct the default. If the default is not corrected within the allotted time, the non-defaulting party shall be permitted to terminate this Agreement, effective upon the receipt by the defaulting party of a written termination notice.
- (ii) **Bankruptcy.** If either party files a petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent or bankrupt, has a receiver appointed for its benefit, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, the other party may immediately terminate this Agreement.
- (iii) **Termination.** It is understood and agreed that either party shall have the right to terminate this Agreement on any date by:

- (a) the Client giving Administrator not less than thirty (90) days advance written notice of termination.
- (b) Administrator giving the Client not less than thirty (90) days advance written notice of termination.

Administrator may, at its sole discretion, terminate this Agreement in the event that Client fails to properly fund the program within fifteen (15) days of receiving a written request to do so from Administrator.

Upon termination by either party, Administrator shall, upon the request and at the expense of the Client, provide computer runs detailing various aspects of the Client's program.

It is understood that at termination of the Agreement, Administrator shall not have any responsibility or obligation to handle any incurred claims beyond the termination date except as set forth in paragraph I. A. (vi), above.

#### **V. ADMINISTRATOR FEES AND AGREEMENT PERIOD**

Agreement Period - The duration of the agreement shall be one (1) year commencing from October 1, 2009, with an option, at the sole discretion of the Client, to renew the agreement on an annual basis for up to four (4) years

Client shall pay Administrator a fee as outlined in Exhibit "C". The amount will be paid in monthly installment payments due at the beginning of each month. Fees as outlined in Exhibit "C" will be increased by three (3) percent at the commencement of years two, three, four and five should the City exercise its right to extend the Agreement pursuant to the terms stated in this section.

If the Client, for any reason whatsoever, fails to make a required fee payment or necessary contribution for claim payment as requested by Administrator on a timely basis, Administrator may suspend the performance of its services to the Client until such time as the Client makes the proper remittance.

#### **VI. OWNERSHIP AND RETENTION OF CLAIM FILES**

Administrator will retain all claim files during the time the Agreement is in effect. Subject to the foregoing, Administrator will make available to the Client for copying, at Client's expense, or inspection any records relating to any claim files serviced pursuant to this Agreement upon written request of the Client. Administrator will also make claim files available to any other third party as required by and in accordance with applicable law. All claim files created pursuant to this Agreement are the sole property of Client.

Upon termination of the Agreement, Administrator will be responsible for the retention and storage of all claim files. Client is also responsible for all shipping costs, if any, associated with transporting of claim files.

**VII. NOTICE**

Whenever written notice is required under the terms of this Agreement, it shall be delivered either in person or by registered mail to the appropriate party. Notice by registered mail shall be addressed as follows:

**ADMINISTRATOR**

Employers Mutual, Inc.  
700 Central Parkway  
Stuart, FL 34994  
ATTN: President

**CLIENT**

City of Key West  
525 Angela Street  
Key West, FL 33040  
Attn: City Manager

**VIII. NON-ASSIGNMENT**

The provisions of this Agreement supersede any prior Agreements or understandings to the contrary. No party hereto shall have the right to assign this agreement without the written consent of the other party, which will not be unreasonably withheld.

**IX. NON TRANSFER OF POWERS**

Nothing contained in this Agreement shall be construed to constitute a Transfer of Powers in any way whatsoever. This Agreement is solely an Agreement for provision of services.

**X. ENFORCEMENT**

In the event that it becomes necessary for either party to employ counsel to collect his obligation or to enforce this Agreement, whether or not suit be brought, the prevailing party shall recover a reasonable attorney's fee, including fees on appeal. For all enforcement actions, jurisdiction will be in Monroe County, Florida.

**XI. SEVERABILITY**

Should any provision of this Agreement be declared invalid by a Court of competent jurisdiction, same shall be deemed stricken herefrom and all other terms and conditions of this Agreement shall continue in full force and effect as if the invalid provision had never been made a part hereof.

**XII. NON-WAIVER**

No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed as



waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

### **XIII. ENTIRE AGREEMENT**

Client's Request for Proposal # 09-011 (Exhibit "A") and the ADMINISTRATOR Proposal (Exhibit B), dated August 24, 2009 and amendments (if any) are hereby incorporated into this agreement. This Agreement constitutes the entire understanding of the parties with respect to provision of services. It may not be modified nor any of its provisions waived unless such modifications and/or waiver is in writing and is agreed to and signed by both parties.

### **XIV. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries of this Agreement, either intended or implied.

### **XV. INDEMNIFICATION**

- A. The ADMINISTRATOR shall indemnify and hold harmless the CLIENT, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of ADMINISTRATOR, its employees or agents, in the performance of this Agreement.
- B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CLIENT by reason of such claim or demand, ADMINISTRATOR shall, upon written notice from the CLIENT, resist and defend such action or proceeding by counsel satisfactory to the CLIENT. The ADMINISTRATOR shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CLIENT's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CLIENT whether performed by ADMINISTRATOR, or by persons employed or used by ADMINISTRATOR.
- C. Without waiving the provisions of Florida Statute section 768.28, CLIENT agrees to indemnify and hold the ADMINISTRATOR harmless from any claims resulting in litigation against the ADMINISTRATOR based upon the sole negligence or willful misconduct of the CLIENT. In no event shall any amount payable hereunder exceed the statutory limit of \$100,000.00 irrespective of the applicability section 768.28.

IN WITNESSES WHEREOF, the parties hereunto set their hands and seals this 26th day of March, 2010.

CLIENT

J. K. Scholl  
Authorized Signature

J. K. SCHOLL  
Typed or Printed Name

CITY MANAGER  
Title

26 MAR 2010  
Date

[Signature]  
Witness Signature

EMPLOYERS MUTUAL, INC.

[Signature]  
Authorized Signature

Kevin Cothron  
Typed or Printed Name

COO / Executive Vice President  
Title

3-24-10  
Date

[Signature]  
Witness Signature

**EXHIBIT - A**

**THE CITY OF KEY WEST, FLORIDA  
REQUEST FOR PROPOSALS  
RFP #09-011**



**THIRD PARTY CLAIM ADMINISTRATION  
EFFECTIVE DATE OCTOBER 1, 2009**

**Proposal Return Date  
August 25, 2009**

## I. BACKGROUND INFORMATION

Key West lies near the end of the chain of islands known as the Florida Keys, and is the southern-most city in the continental United States. The island-community is located about 90 miles north of Cuba and 150 miles southwest of Miami at a latitude of 24 degrees, 33 minutes, 5 seconds North and at a longitude of 81 degrees, 48 minutes, 14 seconds West. The island has an area of 4.2 square miles, while the City-incorporating the northern part of neighboring Stock Island-has an area of 5.79 square miles. The City initially developed because of its proximity to the Florida Straits, the abutting Florida Reef, strong offshore ocean currents (the Gulf Stream), and the area's unpredictable winds, combined with a large natural deep-water harbor and deep channels into the harbor. The Florida Straits are the northern-most sea passage from the Gulf of Mexico to the Atlantic Ocean. For three centuries this passage formed part of the great nautical trade route that carried ships from Caribbean and South American ports to their European homelands. The location of Key West serves as a gateway both to the Caribbean and between the Atlantic Ocean and the Gulf of Mexico was recognized by the military at an early date. Another important regional factor in the development of the City has been its proximity to Cuba, 90 miles to the south.

Key West's long and colorful past begins with its European discovery in 1513 by Ponce de Leon. The island was first known as Cayo Hueso (Isle of Bones) because it was littered with remains from an Indian battlefield or burial ground. The name "Key West" is the English version of the Spanish term. The first permanent occupancy in the City occurred in 1822, complete with a small naval depot, whose purpose was to rid the area of pirates. The presence of the U.S. Navy has been a major factor in the growth and development of Key West ever since. The settlement was incorporated in 1828, four years after becoming the county seat of Monroe County. The City grew and prospered, based first on fishing and salvaging ships wrecked on the nearby reefs, and later on cigar manufacturing with Cuban refugees and imported Cuban tobacco. Other economic activities included sponging and related commercial functions. By 1890, Key West was the largest and richest city in Florida. However, after the turn of the century its major industries were in decline. Little construction was undertaken between the First and Second World Wars and the City saw a steady decline in population between 1919 and 1935. World War II brought prosperity back to Key West. Population more than doubled between 1940 and 1960. Nation-wide military base closings and personnel reductions beginning in the 1960s were major contributors to the City's second major cycle of population decline. After recording the highest number of residents in its history in 1960, Key West experienced over a 25 percent loss in population by 1980. The 1990 Census showed a slight increase.

Further information may be obtained from the City's website at:

<http://www.keywestcity.com>

**THE CITY OF KEY WEST, FLORIDA  
REQUEST FOR PROPOSALS  
FOR  
THIRD PARTY CLAIMS ADMINISTRATION**

**GENERAL INFORMATION AND COVERAGES REQUESTED**

The City of Key West, Florida is requesting proposals for the following:

- Third Party Claims Administration

The City's current insurance program is structured on a "Multi-Peril" basis that contains various self-insured retentions. It is the desire of the City for the selected administrator to adjust all claims that fall within its retentions. Following displays the City's current retention levels.

Property	\$50,000 except 5% for wind related losses and \$1.5 million for flood related losses
General Liability	\$100,000
Automobile Liability	\$100,000
Public Officials Liability	\$100,000
Workers' Compensation	\$325,000
Police Professional	\$100,000

The target effective date of the programs will be October 1, 2009 however, may be delayed depending on the amount of time a new claims administrator may require to convert the City's historical claim information so it is compatible with their claim system. It is the intent of the City to agree to a one (1) year term with rights to renew with the successful proposer(s) for four (4) additional one-year terms at the sole option of the City. Consideration may be given to longer-term agreements based on price, terms and conditions.

In conjunction with this RFP, the City is seeking proposals for its Property and Casualty Insurance Program. Based on the proposals received, it is possible that a Large Deductible or Fully Insured program will be selected. The selection of a third party claims administrator will be contingent upon the City maintaining a Self Insured program.

As a prerequisite of being selected, the Third Party Administrator must be acceptable to the Insurers selected by the City.

Items contained in this Request For Proposals (RFP) are considered to be an integral part of the proposed programs. Adherence to the items listed here is intended by the City unless specifically otherwise accepted by both the Proposer and the City. Acceptance of modification of any portion of the items contained herein will not serve to waive or modify any other portion of the proposed program.

## CURRENT PROGRAM

Gallagher Bassett Services Inc. currently administers all claims that fall within the City's self-insured retention. The agreement with Gallagher Bassett requires them to administer the claims for a single fee as long as a contractual relation exists between the two organizations. Depending on the cost, the successful proposer may be requested to assume the administration of all open claims. Proposers will be requested to provide separate pricing for the assumption of all open claims.

As of May 31, 2009 the City has the following number of claims currently active.

Policy Year	Workers' Compensation		Police Professionals	Auto Liability	General Liability	Public Officials	Total
	Lost Time	Medical Only					
1981/83	1						1
1983/85	1						1
1988/89	1						1
1989/90	1						1
1990/91	1						1
1991/92	1						1
1998/99	2						2
1999/00	2						2
2000/01	4						4
2001/02	7						7
2002/03	9		1				10
2003/04	7		1	1	1		10
2004/05	1				1	1	3
2005/06	9				4		13
2006/07	14		1		2	1	18
2007/08	17	1	1	1	5	1	26
2008/09	17	13		5	7	1	43
Total	95	14	4	7	20	4	144

## DESIRED PROGRAM

The City prefers the successful Proposer to provide its services on a "Life of Contract" basis and to agree to administer all claims until they are concluded as long as a contractual relationship exists between the City and the Proposer. Alternatives, such as "Cradle to Grave" will be considered.

The City utilizes the current claims administrator to reduce all medical bills to the State Fee Schedule. Proposers are therefore requested to include this service in their pricing structure. If a separate charge is required for this service, it should be clearly stated within the proposal.

It is anticipated that the successful proposer will assume the administration for all prior year claims. All proposals should clearly state the cost associated with the assumption of all claims.

## **RATING DATA**

The following information has been included as attachments to assist in the underwriting of the account:

- Projected payrolls by workers' compensation classification codes;
- The City's most recent Experience Modification worksheets.

Currently valued loss runs and narrative description of losses in excess of \$50,000 will be provided upon request. Please direct your requests to:

**Mr. Sid Webber**  
**Interisk Corporation**  
**1111 N. Westshore Blvd.**  
**Suite 208**  
**Tampa, Florida 33607**  
**Ph: (813) 287-1040**  
**Fax: (813) 287-1041**

All interested proposers are solely responsible to ensure requests for loss runs and narrative description of major are properly received. The City of Key West nor Interisk assumes responsibility for the timely receipt of such requests.

## **EFFECTIVE DATE OF AGREEMENT**

The effective date of the Agreement will be October 1, 2009 to October 1, 2010. It is anticipated that the agreement will be renewed with the successful proposer for a minimum of four (4) additional years, however City maintains the right to terminate the agreement upon each anniversary date without penalty.

## **REQUEST FOR PROPOSALS SCHEDULE**

The following schedule will be strictly adhered to. No extension of deadlines will be granted.

<b>Activity</b>	<b>Deadline</b>
Distribution of RFP	6/23/09
Deadline for Agents to Submit Requests for Additional Information	7/29/09
Issue Addendum to RFP	8/4/09
Proposal Return Date	8/25/09
Finalize Recommendation Report	9/8/09
Presentation of Recommendations to City Commission	9/15/09
Effective Date of Coverage	10/1/09

## **SUBMISSION OF PROPOSALS**

All proposal forms must be executed and submitted in a sealed envelope. The face of the envelope shall contain, in addition to the below address, the date and time of the bid opening. Bids not submitted on attached bid forms may be rejected. All bids are subject to the conditions specified herein and on the attached sheets.

Sealed Proposals should be submitted with two (2) signed originals and four (4) complete copies of the originals clearly marked on the outside of the sealed envelope with:

***The City of Key West, Florida***  
***Proposal for 2009/2010 Claims Administration Program***

Hand delivered Proposals may request a receipt. Proposals received after the deadline will be returned unopened. The deadline for the submission of all proposals is 3:30 PM, August 25, 2009. Proposers should be aware that certain "express mail" services do not guarantee specific time delivery to Key West, Florida. It is the sole responsibility of each proposer to ensure its proposal is received in a timely fashion.

All proposers are required to complete the following forms that are attached to this RFP.

**REQUIRED FORMS TO BE COMPLETED BY ALL PROPOSERS**

All proposers shall complete the "Anti-Kickback Affidavit and the Public Entity Crime Form that is attached and made part of this RFP.

**PROPOSAL RETURN ADDRESS**

Proposals should be returned to:

City Clerk  
City of Key West  
525 Angela St.  
Key West, FL 33040  
(305) 809-3831

**VALID DATE OF PROPOSALS**

Proposals shall remain valid until November 1, 2009 to provide additional time for clarification in the event that an extension of the current program(s) is undertaken.

**RIGHT TO REJECT PROPOSALS**

The City reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to re-advertise for proposals.

The City specifically reserves the right to separately accept or reject any item and/or items of a proposal and to award and/or negotiate a contract in the best interest of the City.



## **ADHERENCE TO INFORMATION AND PROPOSAL**

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.

## **ADMINISTRATOR'S QUALIFICATIONS**

All Proposers must be currently licensed in Florida as a Third Party Administrator in accordance with Florida Statute §626.88 – 626.894.

## **AUTHORITY OF PROPOSER**

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

## **ADDITIONAL INFORMATION/INSPECTION**

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.

If additional information is required, requests must be submitted in writing to:

**Mr. Sid Webber  
Interisk Corporation  
1111 N. Westshore Blvd.  
Suite 208  
Tampa, Florida 33607  
Ph: (813) 287-1040  
Fax: (813) 287-1041**

All requests for additional information must be received no later than **3:00 PM, July 29, 2009**. Based on the requests received, an addendum to the specifications will be issued to all Proposers.

## **SAMPLE POLICIES AND CONTRACTS**

All proposals must contain a sample contract for review.

## **RATE CHANGE**

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.

### **TERMINATION/NON-RENEWAL NOTICE**

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

### **CLAIM REPORTS**

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.

### **COORDINATION WITH EXCESS INSURER**

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

### **SUBROGATION AND SECOND DISABILITY FUND RECOVERIES**

The Proposer will coordinate all subrogation and Second Disability Fund recoveries for all claims being administered by the Administrator even if such a claims are no longer active.

### **USE OF PROPOSAL FORMS**

Proposers must submit their proposals on the forms included in this Request. Additional information regarding the Proposer's 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 acknowledgment form, which will accompany the addendum.

**THE CITY OF KEY WEST, FLORIDA  
REQUEST FOR PROPOSALS  
FOR  
THIRD PARTY CLAIMS ADMINISTRATION**

**GENERAL**

The City is seeking competitive proposals from organizations that have the ability to administer the claims that are within the self-insured retentions of the City's insurance programs. Concurrent with this effort, the City is seeking competitive proposals for its Property and Casualty insurance. Proposers participating in the RFP for the City's insurance programs are being encouraged to submit alternative programs to include "Large Deductibles" and other more traditional programs. This may result in the successful insurer being unwilling to unbundle the claims service. In addition, the Proposer must be acceptable to the insurers if such a program is maintained.

**Allocated and Unallocated Fees**

All proposals must clearly and completely explain all charges that are not included in the Proposer's base fee. The amount of such fees should be clearly presented.

**Insurance Requirements**

The successful proposer will be required to maintain throughout the life of the contract, insurance protection as specified in the attached forms.

**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 in addition to a separate proposal for each coverage proposed. Additional information can be attached to the forms.

Name of Third Party Administrator? \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Are the following services included within the price?  
Quoted?

Initial contact with claimant within 24 hours? Yes \_\_\_\_\_ No \_\_\_\_\_

Recorded statements of the claimant? Yes \_\_\_\_\_ No \_\_\_\_\_

Contact with the treating physician within 24 hours? Yes \_\_\_\_\_ No \_\_\_\_\_

Narrative summaries on major claims? Yes \_\_\_\_\_ No \_\_\_\_\_

Medical bills reduced to State fee schedule? Yes \_\_\_\_\_ No \_\_\_\_\_

Subrogation and Second Injury Fund activities? Yes \_\_\_\_\_ No \_\_\_\_\_

Preparation of all State mandated reports? Yes \_\_\_\_\_ No \_\_\_\_\_

Notification of all potential excess claims to insurer?

Yes \_\_\_\_\_ No \_\_\_\_\_

Quarterly meetings with the City?

Yes \_\_\_\_\_ No \_\_\_\_\_

Provide monthly loss reports to the City?

Yes \_\_\_\_\_ No \_\_\_\_\_

If any of the above responses are no, please explain

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are Curriculum Vitae's of adjusters attached?

Yes \_\_\_\_\_ No \_\_\_\_\_

What is the current caseload for the adjusters who will be assigned to the City's account?

\_\_\_\_\_

Are services being proposed on:

a Life of Contract Basis?

Yes \_\_\_\_\_ No \_\_\_\_\_

Cradle to Grave Basis?

Yes \_\_\_\_\_ No \_\_\_\_\_

Other Basis?

Yes \_\_\_\_\_ No \_\_\_\_\_

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will the proposer charge any initial or maintenance fees?

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, please explain

\_\_\_\_\_  
\_\_\_\_\_

Please explain required banking arrangements

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the proposer have an approved safety program filed with the State of Florida?

Yes \_\_\_\_\_ No \_\_\_\_\_

**Quoted Price:**

	Cost Per Claim	Cost Per Run-Off Claim
<b>General Liability</b>		
Bodily Injury		
Property Damage		
<b>Automobile Liability</b>		
Bodily Injury		
Property Damage		
<b>Public Officials Liability</b>		
<b>Police Professional Liability</b>		
<b>Workers Compensation</b>		
Medical Only Claims		
Indemnity Claims		

Is an alternative pricing structure proposed?

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, please specify

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will a minimum fee apply to the contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, please specify

\_\_\_\_\_

Are there any exceptions to the specifications?

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, please specify

\_\_\_\_\_  
\_\_\_\_\_

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.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

# **PROJECTED PAYROLLS**



**CITY OF KEY WEST, FLORIDA**  
**PROJECTION OF PAYROLLS**  
**BY**  
**WORKERS' COMPENSATION CLASSIFICATION**

PROJECTED PAYROLLS		
CLASS CODE	DESCRIPTION	PROJECTED PAYROLL
5508	STREET OR ROAD PAVING	\$263,286
6836	MARINA & DRIVERS	681,399
7382	BUS COMPANY & DRIVERS	992,260
7580	SEWAGE DISPOSAL PLANT OPERATIONS AND DRIVERS	221,246
7590	GARBAGE WORKS	197,132
7704	FIREFIGHTERS & DRIVERS	4,166,694
7720	POLICE OFFICERS & DRIVERS	5,628,140
8380	AUTOMOBILE SERVICE OR REPAIR CENTERS & DRIVERS	314,130
8392	AUTOMOBILE STORAGE GARAGE/ PARKING LOT	422,326
8810	CLERICAL	5,737,821
8820	ATTORNEY	392,510
9015	BUILDINGS – OPERATIONS BY OWNER	341,940
9102	PARK – NOC	1,549,901
9410	MUNICIPAL EMPLOYEES	1,288,684
TOTAL		\$22,197,469

# **EXPERIENCE MODIFICATION WORK SHEETS**

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS COMPENSATION

SELF INSURER EXPERIENCE RATING

EFFECTIVE DATE		EMPLOYER NAME		FUND	ACCOUNT	EMPLOYER NO.
10/01/2004		KEY WEST, CITY OF		999	09100	010444
ACTUAL LOSSES		PROMULGATION DATE		08/05/2005		PAGE 1
ACIDENT DATE	CASE NUMBER	TOTAL LOSSES	ACTUAL LOSSES	PRIMARY	ACTUAL EXCESS	
09/30/2008	261 56 1856 FINAL		48,786	5,000	41,786	
11/10/2004	117 42 7848 FINAL		10,256	5,000	5,256	
09/02/2006	588 48 5884 FINAL		16,498	5,000	11,498	
06/13/2006	263 86 4432 FINAL		5,254	5,000	254	
05/31/2005	216 68 8884 FINAL		6,708	5,000	1,708	
08/18/2006	267 87 7436 FINAL		9,310	5,000	4,310	
01/12/2008	198 58 8842 FINAL		12,738	5,000	7,738	
03/07/2006	329 72 8846 FINAL		18,018	5,000	13,018	
07/25/2005	588 41 8838 FINAL		19,369	5,000	14,369	
01/31/2006	666 96 7971 OPEN		20,000	5,000	15,000	
12/28/2004	041 32 4181 FINAL		78,848	5,000	71,848	
08/02/2005	366 70 7118 FINAL		19,048	5,000	14,048	
07/11/2006	261 71 3878 FINAL		32,120	5,000	27,120	
08/19/2005	263 65 2985 OPEN		206,370	5,000	177,500	
	EXCESS CASES	14	489,331	A 70,000	399,331	
	NON-EXCESS CASES	81	36,049	36,049	0	
	10/01/2004 - 09/30/2005	95	488,380	A 106,049	392,331	
08/30/2008	286 38 8080 FINAL		18,768	5,000	11,768	
05/02/2008	593 62 6143 FINAL		18,723	5,000	14,723	
08/18/2008	217 44 0284 OPEN		58,243	5,000	54,243	
04/25/2008	257 48 2523 FINAL		7,592	5,000	2,592	

LOSS EXCEEDS STATE ACCIDENT LIMITATION OF \$ 182,500.00. PRIMARY VALUE BASED ON ACTUAL LOSS, ACTUAL EXCESS BASED ON LIMITED LOSS, LIMITED LOSS USED IN TOTALS

ACIDENT DATE	MANUAL RATE	PAYROLL	EL RATE	EXPECTED LOSSES	RATIO	PRIMARY	EXCESS
8808	0.1134	64,828	0.0216	2,052	.18	389	1,683
8886	0.0974	484,543	0.0188	7,301	.20	1,460	5,841
7342	0.1182	515,860	0.0287	14,834	.20	2,987	11,847
7546	0.0470	347,690	0.0146	3,615	.18	681	2,934
7880	0.1270	43,408	0.0250	1,085	.20	217	868
7704	0.1118	1,203,024	0.0158	66,826	.18	12,028	54,798
7720	0.0641	6,772,871	0.0126	73,894	.20	14,779	59,115
8980	0.0717	312,370	0.0141	4,404	.19	837	3,567
8392	0.0698	386,766	0.0133	5,277	.22	1,181	4,116
8410	0.0682	4,749,555	0.0014	8,645	.20	1,328	5,318
8820	0.0053	282,838	0.0010	284	.20	57	227
8615	0.1067	345,148	0.0181	8,247	.20	1,248	4,998
8102	0.1037	1,647,770	0.0168	28,788	.20	5,752	23,036
8410	0.1384	1,358,548	0.0152	21,182	.20	4,936	16,246
10/01/2004 - 09/30/2005		20,306,492		242,437		47,099	195,338
5508	0.1151	184,338	0.0318	5,851	.18	1,071	4,780
6217	0.1272	51,207	0.0278	1,418	.18	265	1,153
8436	0.0407	512,819	0.0188	8,625	.20	1,725	6,900
7382	0.1147	937,776	0.0287	28,814	.20	5,383	21,531
7580	0.0477	288,712	0.0140	4,302	.18	780	3,522
7590	0.1046		0.0250	0	.20	0	0
7704	0.0880	4,506,108	0.0158	71,647	.18	12,828	58,819
7720	0.0801	7,128,577	0.0128	81,347	.20	18,248	72,898

EXPERIENCE MODIFICATION			
PRIMARY	TOTAL	INELIGIBLE FOR RATING**	
ACTUAL LOSS	EXPECTED LOSS		
VALUE	B VALUE	TOTAL	
	TOTAL B	PREMIUMS	
ACTUAL EXCESS		SAVED	
EXPECTED EXCESS		PREMIUMS	
TOTAL A			

TOTAL "A" DIVIDED BY TOTAL "B"

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS COMPENSATION

SELF INSURER EXPERIENCE RATING

EFFECTIVE DATE	KEY WEST, CITY OF	EMPLOYER NAME	FUND	ACCT/NT	EMPLOYEE NO.
10/01/2008			999	00000	010444
ANNUAL LOSSES	MODIFICATION DATE	TOTAL CASES	ACTUAL LOSSES	PRIMARY	PAGE 2
MODIFICATION DATE	CASE NUMBER				ANNUAL EXCESS
08/11/2008	2 580 08 0093	FINAL	8,811	5,000	3,811
08/08/2008	2 516 08 5759	FINAL	5,828	5,000	828
12/28/2005	2 373 58 5043	FINAL	8,058	5,000	3,058
03/10/2008	2 329 72 8546	OPEN	87,035	5,000	82,035
12/02/2005	2 287 17 0078	OPEN	52,500	5,000	47,500
08/24/2008	2 584 28 0795	OPEN	11,888	5,000	6,888
08/03/2008	2 515 88 8922	FINAL	25,780	5,000	20,780
10/18/2008	2 522 98 4248	FINAL	74,787	5,000	69,787
08/28/2006	2 383 76 8900	FINAL	28,302	5,000	23,302
10/21/2008	2 102 54 5081	FINAL	5,508	5,000	508
03/21/2006	2 102 58 5081	FINAL	5,804	5,000	804
01/20/2008	2 299 88 0853	FINAL	5,884	5,000	884
01/23/2006	2 011 80 4151	OPEN	150,788	5,000	145,788
08/24/2008	2 002 48 9338	OPEN	78,087	5,000	73,087
04/00/2006	2 588 22 4017	OPEN	47,000	5,000	42,000
02/01/2008	2 002 48 9338	OPEN	31,549	5,000	26,549
05/19/2006	2 283 55 0745	OPEN	17,328	5,000	12,328
04/13/2008	2 284 11 7181	OPEN	53,701	5,000	48,701
01/23/2006	2 212 52 4155	FINAL	28,657	5,000	23,657
07/12/2008	2 480 04 8321	FINAL	7,248	5,000	2,248
07/01/2006	2 112 80 9432	FINAL	11,187	5,000	6,187
01/23/2006	2 585 05 5843	FINAL	18,289	5,000	13,289

CLASS	MODIFICATION DATE	PAYROLL	ELI. RATE	IMPOSED LOSSES	RATIO	PRIMARY	EXCESS
8360	0.0872	408,199	0.0141	5,758	.18	1,084	4,674
8392	0.0795	588,249	0.0133	7,828	.13	1,883	6,045
8810	0.0644	8,408,243	0.0014	7,587	.20	1,513	6,074
8920	0.0649	288,348	0.0010	289	.20	88	201
9015	0.0864	341,517	0.0151	5,180	.20	1,237	3,943
9102	0.0876	1,843,777	0.0155	30,574	.20	6,115	24,459
9410	0.1188	1,900,511	0.0152	28,328	.20	4,885	13,443
10/01/2005 - 08/30/2007		28,873,282		292,887		58,005	234,882
5508	0.1123	243,687	0.0815	7,701	.18	1,868	5,833
6217	0.1112	82,144	0.0275	1,439	.18	254	1,185
5838	0.0641	881,289	0.0150	11,440	.20	2,289	9,151
7382	0.0674	881,408	0.0287	24,435	.20	4,887	19,548
7860	0.0440	311,883	0.0148	4,850	.18	838	3,912
7706	0.0718	4,758,831	0.0158	68,278	.18	12,470	55,808
7720	0.0588	7,026,602	0.0128	90,069	.20	18,014	72,055
8380	0.0588	387,370	0.0141	5,870	.18	1,038	4,832
8382	0.0823	584,283	0.0193	7,801	.22	1,729	6,072
8810	0.0658	5,889,330	0.0014	7,898	.20	1,540	6,358
8820	0.0642	414,967	0.0010	415	.20	82	333
8015	0.0778	483,884	0.0181	7,855	.20	1,571	6,284
9102	0.0876	1,743,701	0.0188	32,433	.20	6,487	25,946
9410	0.0823	1,825,468	0.0152	27,755	.20	5,551	22,204
10/01/2005 - 08/30/2007		24,433,886		285,448		58,134	227,314

EXPERIENCE MODIFICATION			
PRIMARY	TOTAL	INELIGIBLE FOR RATING**	
ANNUAL EXCESS	EMPHATIC LOSS	D VALUE	TOTAL PREMIUMS
EXPERIENCE RATING	TOTAL B		AVERAGE PREMIUMS
TOTAL A			

TOTAL "A" DIVIDED BY TOTAL "B"

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS COMPENSATION  
SELF INSURER EXPERIENCE RATING

EFFECTIVE DATE	EMPLOYER NAME	FLND	ACCOUNT	EMPLOYER NO.	
10/01/2008	KEY WEST, CITY OF	999	09309	010444	
ACQUANT DATE	PROMULGATION DATE	TOTAL CASES	ACTUAL COSTS	09/06/2008	PAGE 3
01/24/2008	264 27 5836 OPEN		34,795	5,000	29,795
03/18/2008	595 14 0588 FINAL		5,882	5,000	888
01/18/2008	092 07 5827 OPEN		154,275	5,000	149,275
11/29/2005	264 77 4952 FINAL		45,559	5,000	40,559
11/12/2005	257 78 0348 OPEN		32,284	5,000	27,284
08/29/2005	261 55 1455 OPEN		10,483	5,000	5,483
02/28/2005	094 44 8171 OPEN		118,324	5,000	113,324
	EXCESS CASES	39	1,272,312	185,000	1,107,312
	NON-EXCESS CASES	85	38,818	38,818	0
	10/01/2005 - 09/30/2008	110	1,310,931	203,818	1,107,312
03/02/2007	117 42 7588 FINAL		27,403	5,000	22,403
12/18/2008	556 13 4515 OPEN		79,835	5,000	74,835
12/12/2008	294 11 8783 FINAL		9,049	5,000	4,049
12/14/2008	298 05 7800 OPEN		28,820	5,000	23,820
05/08/2007	292 82 8985 OPEN		156,121	5,000	151,121
12/12/2006	890 17 4282 OPEN		92,822	5,000	87,822
03/01/2007	264 87 1020 OPEN		42,438	5,000	37,438
13/22/2006	288 28 8358 OPEN		14,486	5,000	9,486
07/03/2007	005 04 7355 FINAL		8,675	5,000	3,675
01/30/2007	403 17 8080 FINAL		5,844	5,000	844
01/17/2007	518 98 8822 FINAL		7,075	5,000	2,075

CLASS	MANUAL RATE	PAYROLL	EL RATE	EXPECTED LOSSES	RATIO	PRIMARY	EXPECTED PREMIUMS

EXPERIENCE MODIFICATION			
PRIMARY		TOTAL	ELIGIBLE FOR RATING**
ACTUAL LOSS		EXPECTED LOSS	
VALUE		B VALUE	TOTAL PREMIUMS
NON-EXCESS		TOTAL B	ADJUSTED PREMIUMS
EXPECTED LOSS			
TOTAL A			

TOTAL "A" DIVIDED BY TOTAL "B"

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS COMPENSATION

SELF INSURER EXPERIENCE RATING

EFFECTIVE DATE	EMPLOYER NAME	PUND	ACCOUNT	EMPLOYER NO.	
10/01/2008	KEY WEST, CITY OF	BBB	00800	010000	
ACTUAL LOSSES	PROMULGATION DATE	OR/05/2000	BASE	A	
ASSIGNMENT DATE	CASE NUMBER	TOTAL CASES	ACTUAL LOSSES	PRIMARY	ACTUAL EXCESS
07/10/2007	1 227 12 6954 FINAL		43,136	5,000	38,136
08/13/2007	1 252 76 3214 OPEN		13,584	5,000	8,584
12/18/2006	1 561 34 3095 OPEN		163,527	5,000	158,527
09/13/2007	1 266 59 3775 OPEN		7,561	5,000	2,561
12/31/2006	1 282 75 3214 OPEN		30,000	5,000	25,000
02/01/2007	1 418 96 0482 OPEN		76,231	5,000	71,231
05/18/2007	1 581 75 7584 OPEN		20,482	5,000	15,482
10/08/2006	1 138 78 6495 OPEN		62,138	5,000	47,138
10/05/2006	1 264 11 8833 OPEN		47,362	5,000	42,362
05/18/2007	1 287 81 7645 OPEN		59,869	5,000	54,869
04/12/2007	1 288 70 4221 OPEN		26,237	5,000	21,237
04/18/2007	1 288 96 8225 OPEN		15,000	5,000	10,000
06/01/2007	1 287 81 7645 OPEN		43,151	5,000	38,151
	EXCESS CASES .....	39	1,072,412	120,000	952,412
	NON-EXCESS CASES .....	107	44,417	44,417	0
	10/01/2006 - 09/30/2007	121	1,117,829	164,417	953,412
	EMPLOYER TOTALS .....	344	2,927,140	473,045	2,454,095

CLASS	MANUAL RATE	PAYROLL	EL. RATE	EXPECTED LOSSES	U. RATIO	PRIMARY	EXCESS
EMPLOYER TOTALS...		88,822,678		883,270		162,158	671,112

EXPERIENCE MODIFICATION					
PRIMARY ACTUAL LOSS	473,045	TOTAL EXPECTED LOSS	883,270	INE. GIB.E FOR RATING**	
EXCESS	102,200	B VALUE	102,200	TOTAL PREMIUMS	4,231,281
EXCESS	49	TOTAL B	885,470	AVERAGE PREMIUMS	1,410,427
EXCESS	1,895,245		2.13		

TOTAL "A" DIVIDED BY TOTAL "B"

**REQUIRED FORMS TO BE COMPLETED BY  
ALL PROPOSERS**

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS

COUNTY OF MONROE

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee 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: \_\_\_\_\_  
\_\_\_\_\_

sworn and prescribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My commission expires: \_\_\_\_\_



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
(Print individual's name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social security Number of the individual signing  
this sworn statement: \_\_\_\_\_)

2. 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 of 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, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), 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 of information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. 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 a controlling interest in another person, or a pooling of equipment of 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority \_\_\_\_\_ who, after first being sworn by me, (name of individual) affixed his/her signature in the space provided above of this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**REQUIRED INSURANCE TO BE MAINTAINED  
BY SUCCESSFUL PROPOSER**

Prior to execution of the final contract, the successful proposer will be required to provide evidence that the following insurance is in place.

<b>Type of Insurance</b>	<b>Limits</b>
<b>Workers' Compensation</b>	<b>Statutory</b>
<b>Employers' Liability</b>	<b>\$500,000</b>
<b>General Liability</b>	<b>\$1 million</b>
<b>Vehicle Liability</b>	<b>\$1 million</b>
<b>Professional Liability</b>	<b>\$1 million</b>

The successful proposer will be required to maintain the above insurance during the entire term and any extensions of the contract. All coverages must be provided by insurers licensed to conduct business within the State of Florida and acceptable to the City.



August 24, 2009

## EXHIBIT - B

City Clerk  
The City of Key West  
525 Angela Street  
Key West, Florida 33040

RE: Request for Proposals  
RFP #09-011  
Third Party Claim Administration

Dear City Clerk:

Employers Mutual, Inc (EMI) is pleased to respond to the City of Key West Request for Proposal for Third Party Administration Claim Services.

EMI has been in business for over 30 years and is headquartered in Stuart, Florida with satellite locations in Plantation and Jacksonville, Florida. The claims administration services for the City of Key West will be located at our Stuart office. EMI currently provides workers' compensation and property and casualty services for over fifty-five thousand employees working for school districts, counties, and cities in Florida. Our services include full policy and claims administration, insurance consulting and brokerage, risk control services, special investigations, medical management, and extensive reporting & analysis capabilities. Through our diversification, EMI is capable of providing a complete Third Party Claims program to the City, encompassing claims administration and loss control.

EMI is a specialist in Third Party Claims Administration services to public entities. As a specialist, we also understand the significant budgetary pressures that our public clients are facing and the City's need of a partner that can help you navigate through these difficult times. It is critical for any county such as yours to choose a partner that will yield the best results.

For the past thirty years EMI staff has provided innovative techniques built around sound risk management to lower the overall cost of risk for a variety of municipalities, school boards and private companies. EMI recognizes that 85% of the cost associated with a Workers' Compensation and Liability Risk Management Program is directly attributable to indemnity/medical expenses and claim related costs, with the remaining 15% allocated towards TPA services and excess insurance. A lower TPA cost will not necessarily save money. To generate significant cost savings you need aggressive claims management and effective loss control services. With EMI's specialized resources, like an in-house special investigations unit,

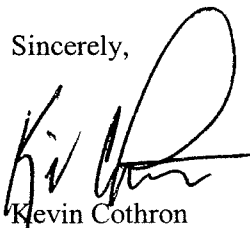
City Clerk  
City of Key West  
August 24, 2009  
Page 2 of 2

proven return to work programs, medical case management, accident investigation, litigation expertise and data and reporting analysis, such savings are realized. EMI will play a critical role in the City's efforts to reduce the frequency and severity of losses. With our expertise and unique resources no trade-offs are required to achieve your desired results. EMI delivers a fair price and will save you money when we work in partnership together to handle the claims and improve guidelines and processes thus enhancing the overall quality of your program.

The City of Key West can be assured that if chosen, our team of professionals will commit our time, talent, and experience to the benefit of the City. Our experience and culture is to create a relationship built around a mutually designed model that ensures financial success for our clients. EMI is a results oriented organization with decades of success providing public entities excellent service. Our integrity stands above the rest.

We stand ready to partner with the City in this regard and we look forward to the opportunity to serve your organization.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Cothron', with a large, stylized flourish above the name.

Kevin Cothron  
Executive Vice President



CITY OF KEY WEST, FLORIDA  
RFP #09-011  
THIRD PARTY CLAIM ADMINISTRATION

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## Firm Qualifications/Experience

Employers Mutual, Inc. (EMI) is pleased to respond to the City of Key West regarding their Request for Proposal for Third Party Administration Claim Services for their self-funded workers' compensation program. Thank you for giving us the opportunity to serve City of Key West.

EMI, founded in 1983 and headquartered in Stuart, Florida, is a provider of Third Party Administration, Property/Casualty, Health Benefits and Medical Malpractice Brokerage/Consulting Services, and Loss Control Engineering. Specializing in self-funded workers' compensation and property and casualty administration to Florida's public entities, we offer a unique blend of technical capabilities, innovation and in-depth knowledge designed to support the operations of self-funded plans for medium and large employer groups. EMI was founded as a workers' compensation and liability third party administrator and broker specializing in public entities. We have been and will continue to be committed to serving governmental organizations.

Nationally, EMI processes nearly 52,000 claims each month and handles more than 2,000 customer services calls. EMI pays over \$375,000,000 in annual benefits and provides administrative services to one of the nation's largest HMOs, with over 8.5 million members. These services cover 11 states in the United States.

EMI provides workers' compensation, liability claims, brokerage and loss control services to over 30 self insured Florida public entities. Throughout the southeast, we provide these services to over 75 public entities. The list below represents some similar clients we serve.

<b>Martin County School Board</b>	<b>City of Lake Worth</b>	<b>City of Coconut Creek</b>
<b>St. Lucie County School Board</b>	<b>City of Vero Beach</b>	<b>City of Stuart</b>
<b>Indian River County School Board</b>	<b>City of Hollywood</b>	<b>City of Port Saint Lucie</b>
<b>Hendry County School Board</b>	<b>Lake County BOCC</b>	<b>City of Ormond Beach</b>
<b>Highlands County School Board</b>	<b>Martin County BOCC</b>	<b>Hartline</b>

<b>Hardee County School Board</b>	<b>St. Lucie County BOCC</b>	<b>City of Parkland</b>
<b>Charlotte County School Board</b>	<b>City of Venice</b>	<b>Fort Pierce Utilities</b>
<b>Glades County School Board</b>	<b>Lee County School Board</b>	<b>Fort Pierce Fire Department</b>

EMI provides coverage for over 55,000 governmental employees throughout the State of Florida with payrolls exceeding \$2 billion and over \$10 billion in total insured values. EMI is privileged to service its public sector clients. No less than nine Florida school districts with over 17,000 employees maintain their vital partnership with EMI. We are the preferred TPA for two of south Florida's largest risk sharing pools; exclusively dedicated to serving Florida's public entities. With over twenty five years of experience administering governmental self-insured programs, our firm will excel in meeting your specific needs as detailed in this RFP.

Despite effective claims monitoring and safety efforts, accidents are a reality. Once an accident occurs, the cost profile of a case is dependent on many factors, including the effectiveness of the claims management process. With EMI's approach, particularly in the initial days of the accident, the injured worker's care is closely managed and a return-to-work strategy is developed. By employing proven claim strategies, sound medical and disability management practices and rehabilitation and return-to-work plans, claim costs are closely controlled. In addition, our claim examiners are always mindful of circumstances that may be the result of fraud and have the tools and resources to investigate where necessary.

In addition to a proactive risk control program and sound claims management, EMI believes that information and communication is power. Throughout our claims management process, our adjusters capture key information that can be evaluated and analyzed through our extensive reporting capabilities. By analyzing accident data in various ways, identifying issues timely, and taking specific actions to address areas of concern, your program can continuously be improved. This approach to cost containment is effective, has delivered the intended results, and can be implemented by EMI to benefit City of Key West.

EMI utilizes the latest technological system available via our claims system, RiskMaster. The RiskMaster claim system is designed to integrate all types of claims, including workers' compensation, auto, and general liability, and property. RiskMaster is designed to capture all cost and detailed history. RiskMaster's core processing areas include incident reporting, risk management, claims administration for commercial property and casualty lines of business, including Workers' Compensation. Utilizing powerful tools from Business Objects, Business Intelligence is a robust, easy-to-use reporting engine that allows users of all technical skill levels to easily create reports, charts, and graphs needed to analyze data. Reports are created by selecting data elements and formats appropriate for your organization's needs. Results are returned real-time so the information is literally at your fingertips at all times.

These services are coordinated on one system, under one roof which allows communication immediately between necessary parties involved on the files. Clients are then offered fast access to our system via the Web, including our reporting and analysis tools and the City's customized reports published through our secure reporting website link. Our system gives the City access to claim information, photos, statements, video and real time adjuster and nurse case management notes. In addition, the executive summary is available with updated ad hoc reports that update the claim information as it is entered into the system giving the City the most complete and accurate information available. As an added feature, you can access our system's "Quick Summary" which allows you to review details about the events and claims in a single view without having to navigate through our claims management system.

Effective claims management alone will not produce the superior results of a combined program that includes meaningful loss control. In the field, loss control engineering is the critical component to reducing the frequency and severity of claims, thus reducing the overall cost of risk. EMI Loss Control professionals are credentialed and able to offer a combined wealth of more than 130 years of experience. They are available to provide a broad spectrum of high quality risk management consulting services to the City. EMI will help identify where to invest limited resources that have the largest impact on managing

your risk. EMI has a strong and long lasting reputation for servicing accounts similar to the unique exposures of City of Key West. And at EMI, we deliver on what we promise.

# 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 in addition to a separate proposal for each coverage proposed. Additional information can be attached to the forms.

Name of Third Party Administrator? Employers Mutual, Inc.

Address: 700 Central Parkway, Stuart, FL 34994

Telephone Number: 800/431-2221 or 772/287-7650

Are the following services included within the price?  
Quoted?

Initial contact with claimant within 24 hours?	Yes	<input checked="" type="checkbox"/>	No
Recorded statements of the claimant?	Yes	<input checked="" type="checkbox"/>	No
Contact with the treating physician within 24 hours?	Yes	<input checked="" type="checkbox"/>	No
Narrative summaries on major claims?	Yes	<input checked="" type="checkbox"/>	No
Medical bills reduced to State fee schedule?	Yes	<input checked="" type="checkbox"/>	No
Subrogation and Second Injury Fund activities?	Yes	<input checked="" type="checkbox"/>	No
Preparation of all State mandated reports?	Yes	<input checked="" type="checkbox"/>	No

Notification of all potential excess claims to insurer? Yes  No

Quarterly meetings with the City? Yes  No

Provide monthly loss reports to the City? Yes  No

If any of the above responses are no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are Curriculum Vitae's of adjusters attached? Yes  No

What is the current caseload for the adjusters who will be assigned to the City's account? We maintain caseloads of no more than 125 Lost Time and 300 Medical Only Claims.

Are services being proposed on:

a Life of Contract Basis? Yes  No

Cradle to Grave Basis? Yes No

Other Basis? Yes No

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.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will the proposer charge any initial or maintenance Fees? Yes No

If so, please explain \_\_\_\_\_  
\_\_\_\_\_

Please explain required banking arrangements

See Attached following proposal forms.

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Does the proposer have an approved safety program filed with the Sate of Florida?

Yes  No

**Quoted Price:**

	Cost Per Claim	Cost Per Run-Off Claim
<b>General Liability</b>		
Bodily Injury	\$700	\$400
Property Damage	\$700	\$400
<b>Automobile Liability</b>		
Bodily Injury	\$650	\$350
Property Damage	\$650	\$350
<b>Public Officials Liability</b>	\$700	\$400
<b>Police Professional Liability</b>	\$700	\$400
<b>Workers Compensation</b>		
Medical Only	\$150	\$100
Indemnity Claims	\$950	\$475

Is an alternative pricing structure proposed?

Yes No

If so, please specify

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Will a minimum fee apply to the contract

Yes No

If so, please specify

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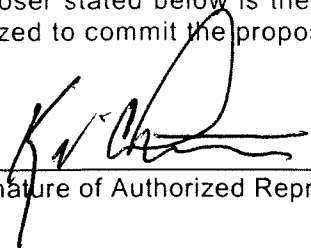
Are there any exceptions to the specifications?

Yes No

If so, please specify

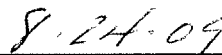
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The Proposer stated below is the authorized agent of the company or companies proposed, and is authorized to commit the proposing company to the terms and conditions stated above.



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Signature of Authorized Representative



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Date



## BANKING RELATIONSHIP

The majority of public entities set up a minimum balance checking account with their bank and allows their TPA to write checks on this account. The TPA normally sends the local government a check register at the end of each week and the finance department then transfers sufficient funds to cover the amount of the written checks. An agreement is usually reached with the bank to honor the checks written on this account owned by the county (the enabling legislation is set forth below).

The 2008 Florida Statutes

**Title XI**  
COUNTY ORGANIZATION AND  
INTERGOVERNMENTAL RELATIONS

**Chapter 136**  
COUNTY  
DEPOSITORIES

**View Entire**  
**Chapter**

**136.091 Exemption for county self-insurance programs.**--A board of county commissioners is authorized to contract with an approved service organization to provide self-insurance services, including, but not limited to, the evaluation, settlement, and payment of self-insurance claims on behalf of the board. Pursuant to such contract, the board may advance money to the service organization to be deposited in a special checking account for paying claims against the board under its self-insurance program. The special checking account shall be maintained in a county depository pursuant to this chapter. The board may replenish such account as often as necessary upon the presentation by the service organization of documentation for claims paid equal to the amount of the requested reimbursement. Such replenishment shall be made by a warrant signed by the chair of the board and attested by the clerk or secretary of the board.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS

COUNTY OF MARTIN

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee 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.

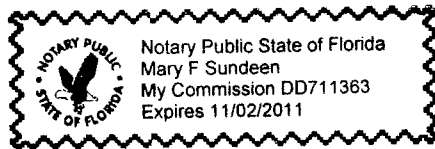
BY:  \_\_\_\_\_

Kevin Cornron, Executive Vice President

sworn and prescribed before me this 24<sup>th</sup> day of August, 2009

NOTARY PUBLIC, State of Florida

  
\_\_\_\_\_  
My commission expires:



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to City of Key West, Florida  
Kevin Cothron, Executive Vice President  
(Print individual's name and title) for Employers Mutual, Inc.  
(print name of entity submitting sworn statement)

whose business address is 700 Central Parkway, Stuart, Florida 34994  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2989676  
(If the entity has no FEIN, include the Social security Number of the individual signing  
this sworn statement:

2. 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 of 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, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), 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 of information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. 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

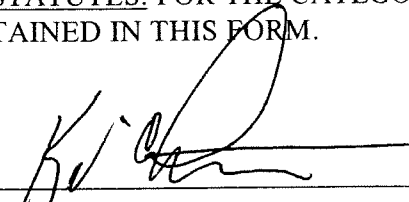
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, the term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list, (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.01 7, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

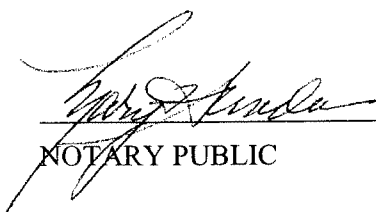
  
\_\_\_\_\_  
(SIGNATURE)

8.24.09  
\_\_\_\_\_  
(DATE)

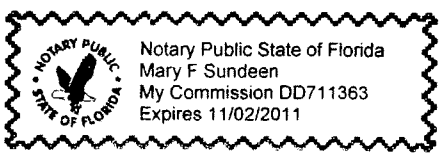
STATE OF FLORIDA

COUNTY OF MARTIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Kevin Cothron, who, after first being sworn by me, (name of individual) affixed his/her signature in the space provided above of this 24<sup>th</sup> day of August, 2009

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:





Employers Mutual, Inc.

**CITY OF KEY WEST**

**RFP # 09-016P**

**THIRD PARTY CLAIMS ADMINISTRATIVE SERVICES**

**QUALIFICATIONS OF STAFF**

**Existing Staff**

Our management team, loss control professionals, adjusters and all other support members are client focused. They are your risk management partners. They work closely together, follow emerging issues, track industry best practices, and share innovative solutions, day-in and day-out. Proactively applied, this collective body of knowledge is available to improve the quality and timeliness of our clients' risk management programs.

EMI is a strong proponent of "team management." The team structure starts from the core of EMI. The primary contact leading EMI's team will be Kevin Cothron, Executive Vice President. He will be the liaison between the Transit Authority and EMI. He will be involved in all aspects of the account, from the RFP process and the design and implementation of the program to closing out files. He will oversee all facets of service provided to the City of Key West to make sure you are receiving the value you expect from your claims partner. He will be instrumental in selecting and qualifying the staff assigned to the Transit Authority account and all claims staff will report to Kevin.

EMI will assign Claims Manager Mayra Davis and Claims Supervisor Joan Jutrus to the account. Between Mayra and Joan, they have almost 50 years of claims experience. Mayra and Joan will review all open claims received from your current administrator to audit the files for thoroughness and quality. Once reviewed, files will be assigned to appropriate adjuster(s).

These team members are the face of EMI, but additional team members are actively involved, providing you an efficient claims administration program. Further expertise deployed by EMI in the management of your program are EDI staff, accounting staff, bill review staff, SIU staff, reporting staff, and secretarial staff. You will soon understand why we look at the management of your program as a team effort, bringing resources, experience and professionalism to the

account. EMI customarily works with a Transit Authority representative who will be responsible for the day-to-day questions that might arise in the general functions of the management of your claims. We employ this coordination with the client to ensure quality throughout the program. Seamless communication is tangible proof of a genuine partnership and a measure of the vitality of our client partnership.

**Our exceptional team poised to serve the City of Key West:**

**Bill McCreary – CEO**

Bill has over 35 years' experience in the insurance industry, specializing in governmental entities in Florida. He has expertise in designing, implementing, marketing and management of self-funded commercial risk management programs. In addition, Bill is a member of the Florida Bar Association, and has a deep understanding of governmental law. He has extensive knowledge in actuarial sciences, financial audits, underwriting, safety and loss control and claims administration. Bill has created and managed several governmental self-funded risk sharing pools throughout Florida. Prior to starting his own company, Bill was a vice president for 10 years with Arthur J. Gallagher & Co. Bill has successfully run a Brokerage and Claims Management company since 1983.

**Tim McCreary – President**

Tim joined EMI in 2005. Tim brings with him years of experience in public entity Property and Casualty underwriting with a major national reinsurance company. His direct responsibilities as President of EMI are accountability for achieving strategic objectives, ensuring effective enterprise management for EMI, supervising, and directing top management. His education includes Business Administration and Political Science degrees from the University of Tennessee and an MBA from the University of Tampa. Tim has professional designation in: CPCU (Chartered Property Casualty Underwriter), RPLU (Registered Professional Liability Underwriter), CRIS (Construction Risk and Insurance Specialist), 2-20 license – General Lines (Property and Casualty), Series 3 - NASD Registered Commodities Representative, and a Florida Real Estate license.

**Kevin Cothron – Executive Vice President**

Kevin has almost twenty years experience in the public entity workers compensation, property and liability insurance, and claims and program administration. His expertise is in working with and structuring claims administration programs for self-insured governmental entities. Kevin has worked in a claims administration and program administration capacity for two large governmental insurance trusts as well as a social service insurance trust. Kevin maintains both a

220 general lines agent license and a 520 all-lines claims adjusting license. Kevin is an active member of PRIMA as well as a speaker at numerous Risk Management conferences. Kevin will be overseeing all aspects of operations at EMI including both claims administration and insurance brokerage services.

**Mark Spano – Vice President, P&C Operations**

Mark joined EMI in 1987 and subsequently assumed responsibility for its P&C operations. In this role, Mark has overall responsibility for the Workers' Compensation, General Liability, Property and Professional Liability departments, as well as the Medical Management and Special Investigations Units at EMI. Prior to joining EMI, Mark held various claim management positions at Aetna Casualty and Surety, Gallagher Bassett Risk Services, and American States Insurance Company. Mark graduated from North Texas University with a bachelor's degree in Political Science. He is board certified in workers' compensation and holds both a 2-20 Agent and 5-20 Adjuster license in Florida. Mark is a member of the Florida State Fraud Task Force and a board member of the Friends of 440, State and Treasure Coast Division. Mark has direct responsibility for the successful transition of our clients' program to EMI and its ongoing administration. Mark's significant experience will play an important role in all aspects of the program, including cost containment objectives set by the clients.

**Mayra Davis – Workers' Compensation Manager**

Mayra joined EMI's Workers' Compensation team in 1992 and was recently promoted to Workers' Compensation Manager. She is a licensed General Lines Adjuster, with expertise in workers' compensation claims, property and casualty claims, and related matters. In addition to her management duties, Mayra is also actively involved in the implementation of new groups to EMI and in developing claim management strategies and best practices. Prior to joining EMI, Mayra worked for Fort Pierce Community Health Center as a Medical Assistant and as an Assistant Manager at Point Pleasant Enterprises. Mayra is fluent in Spanish. She is a key member of the implementation team and the ongoing administration of the program. She will be responsible for coordinating with the client's representative to ensure that the transition is seamless to injured workers and will be responsible for the unit dedicated to serving our clients.

**Joan Jutras – Medical Only Workers' Compensation Supervisor**

Joan joined EMI in 2003 and is currently responsible for overseeing the Medical Only Workers Compensation claims for our municipal and school board clients. She oversees reporting to excess carriers on more involved claims and supervises a team of medical only adjusters. Prior to joining EMI, Joan held the position of Senior Claims Representative with Gallagher Bassett



Services in West Palm Beach from 1997 to 2003 and was responsible for workers compensation claims on an average caseload of 150 files. The majority of these cases were for local municipalities. Many of the cases were very involved and pierced the threshold of the excess insurance policies. Captioned reports were provided to the appropriate reporting unit and the excess carriers. She was employed with Crawford & Co. from 1979 through 1997 in various positions including Senior Adjuster, Claims Representative, and Supervisor of Clerical Group. In total, Joan has over 29 years of experience in Workers Compensation claims administration.

### **Staff Assignment Approval**

Prior to hiring for vacant positions, EMI will consult with the Transit Authority to ensure that any hires are amply qualified, appropriate and compatible with the cost management requirements necessary for a "good fit." This is important for both the Transit Authority and EMI. This collaborative effort, with its attention to attracting the strongest candidates possible, takes stock of each candidate's experience, education, training and work habits; the defining benchmarks of an EMI employee.

The foundation of our hiring is in locating exemplary individuals equipped with intellectual skills, integrity, effective interpersonal skills and a passion for service. Once satisfying those requirements, we can proceed and mutually establish the technical requirements for each position. For example:

**Lost Time Adjuster:** the Adjuster should have minimally 5 years' experience handling WC claims and possess solid, hands-on experience adjudicating governmental claims. Claims investigations and settlement negotiation skills will be weighed heavily in the selection criteria. Candidates must be conversant with F.S. 440. The ideal candidate will have a bachelor's degree and an active Florida adjuster's license.

When it comes to assigning staff, whether loss control professionals, adjusters, attorneys or third party vendors, your partnership is important. We welcome your input regarding the professionals that you wish us to consider for the assigned responsibilities. We invite you to share your preference with us. EMI will gladly work with you on this in the same spirit of collaboration that typifies the team management approach.



Employers Mutual, Inc.

**Timothy Joseph McCreary**

772.287-7650

tim.mccreary@emi-tpa.com

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## Professional Experience

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### **Employers Mutual, Inc. - 2005 - Present**

Stuart, FL

#### President

- Accountable for achieving strategic objectives, ensuring effective enterprise management for the organization, supervising and directing top management.
- Analyzes and placement of larger, more complex insurance programs for risk sharing pools and individual commercial accounts.
- Provide clients with financial disciplines and capital management tools to maintain a properly funded self insurance program.

### **Gen Re - 2002 - 2005**

Atlanta, GA

#### Underwriter/Producer

- Developed creative alternative risk programs for national account casualty business.
- Evaluated financial risk in conformance with underwriting policies, procedures and methodologies keeping in mind overall corporate profit objectives.
- Top commercial producer for newly written business in 2004.

### **Integrated Regional Laboratory - 2001 - 2002**

Atlanta, GA

#### Account Executive

- Generated new diagnostic laboratory business from physician practices and health care professionals.
- Worked with customers to determine their needs and appropriate services fit. Identify opportunities to add value and growth for clients. Cultivated productive long term relationships at all levels of the organization
- Fulfilled sales objective through interpersonal skills, persuasiveness, willingness to take risks, responding positively to challenges and turning rejection into motivation.

### **Global Executive Charter 1999 - 2001**

Tampa, FL

#### Operations Manager

- Managed daily business operations for flight brokerage division.
- Redesigned quality of strategic business process and created departmental integration system to reduce duplicate operations.
- Researched market niche to analyze and develop marketing plan. Results included an 11% increase in annual sales.

#### Digital Jets

- Participated in entrepreneurial team to market and develop new products.
- Developed feasibility study and market analysis for Digital Jets Inc.

### **ED & F Man International - 1997 - 1998**

Chicago, IL

#### Broker

- Aware of need to be appropriately aggressive, identify clients' goals and develop and implement strategies to meet financial needs.
- Provided customers with reliable controlled executions with quality, accuracy and accountability.
- Reconciled trading accounts activities for both institutional and retail customers.

**Education****Timothy Joseph McCreary**

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**University of Tampa**  
Tampa, Florida

M.B.A. - Finance

2000

**University of Tennessee**  
Knoxville, TennesseePolitical Science  
Business Administration

1996

CPCU - Chartered Property Casualty Underwriter  
RPLU - Registered Professional Liability Underwriter  
CRIS - Construction Risk and Insurance Specialist  
220 License - General Lines (Property and Casualty)  
Series 3 - NASD Registered Commodities Representative  
Florida Real Estate License



Employers Mutual, Inc.

**Mark Spano**

772.287-7650

mark.spano@emi-tpa.com

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**PROFESSIONAL EXPERIENCE**

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**Employers Mutual, Inc. – Stuart, FL**

Vice President P&C Operations 1987–Present

Responsible for Operations of WC, P&C Claims, Loss Control and Nurse Case Management Departments

**Aetna Casualty and Surety – Tampa, FL**

Resident Claim Representative 1985-1987

Field Adjuster handling All Lines Claims for Large Self Insured Commercial Accounts on the East Coast of Florida

**Gallagher Bassett Services – West Palm Beach, FL**

Claim Representative – 1981-1985

All lines Claims Adjuster for Public Entities in South Florida

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**PROFESSIONAL MEMBERSHIPS**

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Workers' Compensation Claims Professionals  
Risk & Insurance Management Society  
Public Risk Insurance Management Association  
Friends of 440 Scholarship Fund  
Workers' Compensation Fraud Task Force  
Association of Certified Fraud Examiners  
Florida Trucking Association

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**ACCREDITATION AND LICENSES**

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CWC–Board Certification Workers' Compensation  
CWCL– Board Certification Workers' Compensation Litigation  
RMPE–Risk Management for Public Entities  
220– Florida Agents License  
520–Florida All Lines Adjuster's License

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**EDUCATION**

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North Texas University

Political Science

Bachelors of Arts



Mayra M Davis

772.287-7650  
mayra.davis@emi-tpa.com

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## Professional Experience

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### **Employers Mutual, Inc. – 1992 - Present**

Stuart, FL

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

- Develops and oversees the implementation of W/C claims policies, practices, and procedures to facilitate and create the most effective procedures and processes attainable.
- Manages the WC Claim Supervisors.
- Establishes and implements W/C claims payment and reserve authority for all W/C claim personnel.
- Reviews the results of W/C claim programs.
- Oversees the review and settlement of claims when requested.
- Works with Reinsurance and Financial Auditors in explanation of claim department compliance requirements and established claim department procedures and processes.
- From time to time evaluates and implement the feasibility of new or revised systems and procedures.
- Work to develop claim activities and operations that are in accordance state regulations to minimize fines and penalties.
- Delegates activities, responsibilities, and authority, as necessary to claim department staff.
- Establishes policies to ensure adequate development of management personnel.
- Implements changes in the WC Claim Department organization as required.
- Ensures that the interests and welfare of employees, as individuals, are preserved and protected.
- Develop, and locate and make available training and education programs for the WC Claim department.

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### **Fort Pierce Community Health Center - 1990-1992**

Fort Pierce, FL

#### **Medical Clerk**

- Medicaid and insurance verification.
- Patient intake.
- Cashier.
- Data entry.
- Appointment scheduler
- Clerical duties.

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### **Point Beach Enterprises, Inc. - 1985-1987**

Point Pleasant Beach, NJ

#### **Assistant Manager**

- Managed Business Operations.
- Bookkeeping.
- Payroll.
- Customer Representative.
- Data Entry.

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### **Machinery & Tractors Inc. - 1983-1984**

Brick, NJ

#### **Bookkeeper**

- Accounts Receivable and Payable.
- Payroll.
- Customer Representative.
- Data Entry.

**Education****Mayra Davis**

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**Indian River Community College**  
Fort Pierce, FL

General Lines Agent Course                      1994  
#RMI 2600A1  
Andy Beverly's Florida Insurance School

**Taylor Business Institute**  
Manasquan, NJ

Computer Programming and Accounting                      1984

220 License – General Lines (Property and Casualty)



**Joan Jutras**

772.287-7650  
Joan.Jutras@emi-tpa.com

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## Professional Experience

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**Employers Mutual, Inc.** 2003-Present Stuart, FL

Workers' Compensation Medical Only Claims Supervisor

- Teach and educate medical only adjusters in the manner of handling WC claims for EMI clients and in accordance with FL 440 Statute.
- Supervise all medical only adjusters as well as handle their own case load of w/c claims.
- Review medical only files for reserves and ensure prompt payment to medical providers.
- Review daily work flow of medical only adjusters and review files for closure.

Workers' Compensation Claims Adjuster

- Coordinate medical investigation and documentation.
- Completion of potential third part recoveries: subrogation, SDF recoveries.
- Manages litigation by providing the adjusters detailed investigative material to the defense attorney.
- Complete requirements such as: 24 Hr contact; 3 point investigation, compensability determination and commitment is made prior to initiating payments.

**Gallagher Bassett Services, Inc.** 1997-2003 West Palm Beach, FL

Senior Claims Representative

- Responsible for workers compensation claims including local municipalities.
- Evaluate and negotiate claims settlements.
- Responsible for reporting to the excess carriers on involved claims.

**Crawford & Company** 1979-1997 West Palm Beach, FL

Senior Adjuster

- Evaluate and negotiate claims settlements.
- Conduct on scene investigations including hazardous waste spills, cargo losses, salvage and security of cargo and aircraft losses.
- Handle client company vehicle purchase and maintenance program.

Workers' Compensation Assistant/Claims Representative

- Assist lost time adjusters with all drafts and submitting all documentation to the State.
- Assist Auto Appraisal Department with new assignments, appraisal.

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## Education

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**Palm Beach Community College** Associate of Arts 1979  
Palm Beach, Florida

520 License – All Lines (Independent Adjuster)

### ***Implementation Overview***

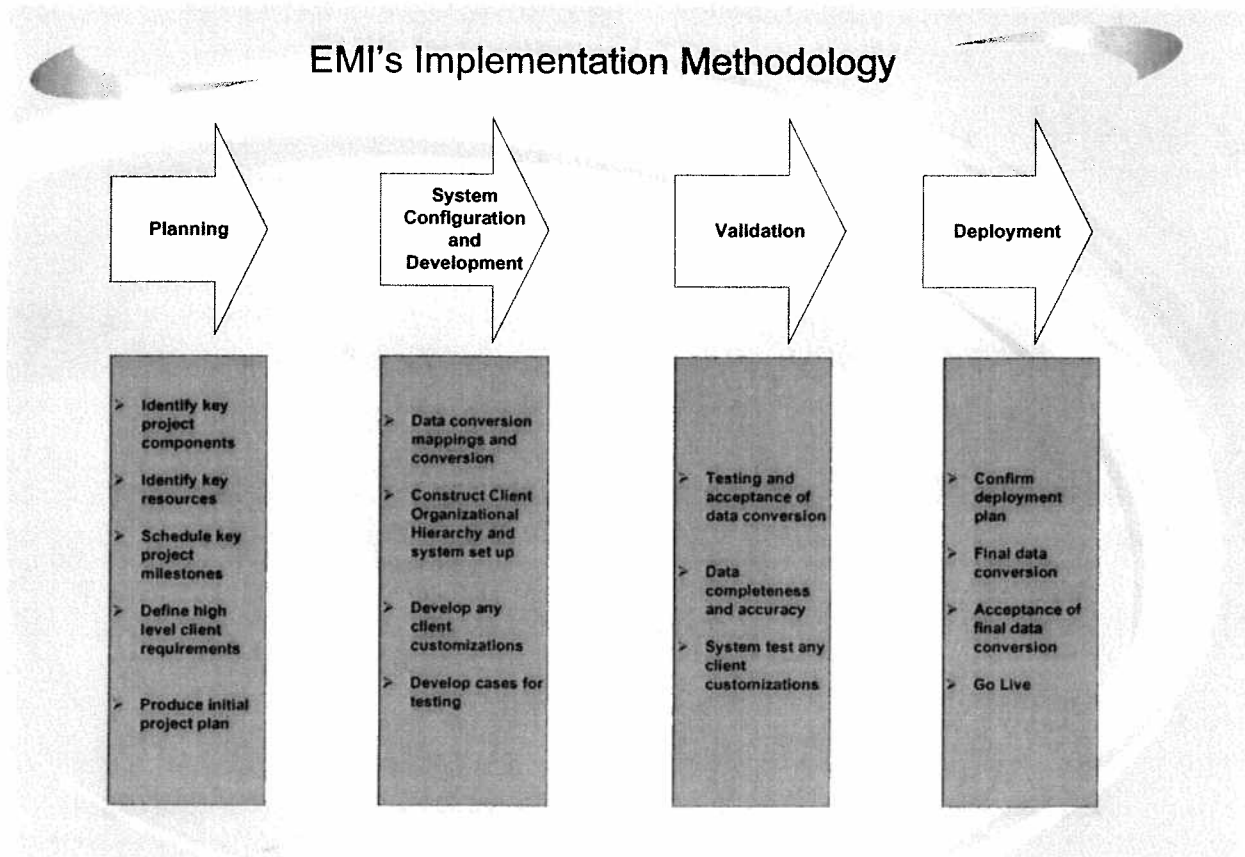
The sample project plan and deliverables outlined in the attached document were generated from a Project Plan Template used for typical EMI implementations. A more detailed project plan including tasks, start and finish dates, as well as the duration days will be co-developed by both EMI and City of Key West. Please note that some tasks may be conducted concurrently.

(See attached WC/PC Implementation Plan-External Template)

### ***Project Management Approach and Resources***

The EMI project team will work very closely with you to define and measure all project milestones with respect to the implementation. From an implementation prospective, the project plan is clearly defined at a kickoff meeting between EMI and City of Key West and major milestones are mutually agreed upon. The success of the implementation is grounded in the fact that our project team understands your business.

The figure below highlights the standard EMI approach used to successfully implement new business:

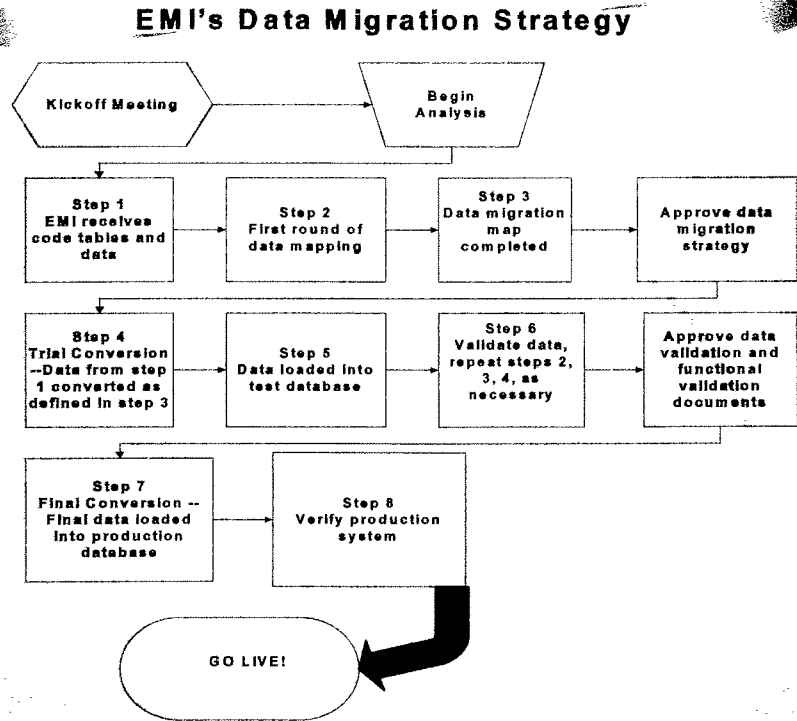




## Data Conversion and Mapping Process

EMI has worked with clients in converting claim information from a variety of claims systems. The EMI data conversion process consists of 3 components:

- **Business Structure Mapping** – Organization structure, insured, insurer, policy and bank accounts
- **Reference Data** – Vendors, body part, incident, nature of injury and payment transaction types
- **Transactional Data** – Claims, payments, reserves, notes and vendors



EMI's standard technique is to perform a trial data conversion performing the following validations:

- **Financial Balancing Validation** – EMI ensures the system balances financially against the reports supplied with the source data set.
- **Data Conversion Mapping Validation** – Analysis to ensure that the agreed data mapping from source to destination system is as expected.
- **Testing and Quality Assurance Processes**- EMI's Quality Assurance department uses best practices and protocols to perform rigorous testing on your data

This trial conversion normally produces a list of changes that will be incorporated into the data conversion process prior to the final conversion. Only when we are satisfied that the trial conversion is complete and accurate does EMI schedule the final conversion. Final conversion is performed with a fresh data set and financial balancing reports where the above validation checks are repeated. After the final conversion has been validated and approved, the City of Key West will be ready for production.

**EXHIBIT 4C**  
**Workers' Compensation/Property Casualty**  
**Client Implementation**

**Client ABC**

**Project Plan**

Task #	Tasks	Responsible Person(s)	Start Date	Target Date	Finish Date	% Comp.	Comments
<b>1.1</b>	<b>Operational Discovery (EMI/Client Meeting)</b>						
<b>1.1.1</b>	<b>Roles and Responsibilities</b>						
	Establish EMI Project Team						
	Project Manager						
	Account Manager						
	Operational Lead/Business Expert						
	Reporting Lead						
	IT Lead						
	Finance/Accounting Lead						
	Establish Client Project Team/Transition Contacts						
	Establish EMI BAU contacts						
	Account Manager						
	Workers' Comp Adjuster						
	P&C/Liability Adjuster						
	Establish Client BAU contacts						
<b>1.1.2</b>	<b>Overview of Implementation Plan</b>						
	ID any client-specific additional tasks needed						
	Establish milestone target dates						
<b>1.1.3</b>	<b>Review Contract Highlights</b>						
	EMI Review						
	Legal Review						
	Finalize Contract						
	Self-insured or fully-insured						
	Determine caseload volume						
	Workers' Comp						
	P&C/Liability						
	Determine necessary staffing levels						
<b>1.1.4</b>	<b>Client Demographics</b>						
	Verification of Client name/address						
	Determine client preference on group structure for reporting/billing/funding						
	ID client subsidiaries/branches/locations, etc.						
	ID all divisions/departments for each employer/subsidiary						
	Establish fund # (3 digits-numeric)						



**EXHIBIT 4C**  
**Workers' Compensation/Property Casualty**  
**Client Implementation**

**Client ABC**

**Project Plan**

Task #	Tasks	Responsible Person(s)	Start Date	Target Date	Finish Date	% Comp.	Comments
	Payroll class codes						
	NAICS code						
	Determine policy/claim years						
	Determine effective, claims as of date						
	Determine extent of transition services						
	Outline any run-out services to be performed by prior carrier						
	Outline "run-in" services to be performed by EMI						
	Obtain prior carrier contact information						
<b>1.1.5</b>	<b>Review Standard Report Package</b>						
	Identify additional reports/data requirements						
	Workers' Comp						
	P&C/Liability						
<b>1.1.6</b>	<b>Other Account Requirements</b>						
	Discuss cost containment services						
	Discuss risk control services						
	Salary in lieu of compensation, yes or no						
	Settlement authority level						
	External nurse case management approval requirements						
	Field adjusters/surveillance approval requirements						
	Mediation requirements						
	Subrogation authority						
	RTW program/procedure						
	Attorney relationships						
<b>2.1</b>	<b>Finance/Accounting</b>						
<b>2.1.1</b>	<b>Client Funding Approach</b>						
	EMI controls reserve (option 1; preferred)						
	Set-up reserve account						
	Client funds 3 months of estimated claim costs.						
	Establish requirements for replenishment back-up						
	Write report						
	Client holds account (option 2)						
	Determine account funding process						
<b>2.1.2</b>	<b>Banking Information/Requirements</b>						
	Direct deposit or wire transfer account						



**EXHIBIT 4C**  
**Workers' Compensation/Property Casualty**  
**Client Implementation**

**Client ABC**

**Project Plan**

Task #	Tasks	Responsible Person(s)	Start Date	Target Date	Finish Date	% Comp.	Comments
	Bank name (and address if present on check)						
	MICR data layout						
	Bank transit/routing #						
	Account #						
	Logos						
	Signatures						
	Starting check #						
	Bank contact name(s)						
<b>2.1.3</b>	<b>Client Rates &amp; Billing</b>						
	Determine rate structure						
	Create invoice process						
	Test invoices						
<b>3.1</b>	<b>Regulatory Filings</b>						
	BSI-19						
	Electronic Submission of Medical Data (EDI Rev D)						
	Electronic Submission of Non-Medical Data (EDI R3)						
	DWC; file fund #						
<b>4.1</b>	<b>Reinsurance</b>						
<b>4.1.1</b>	<b>Establish Self-Insurance Retentions (SIR)</b>						
	Specific SIR (limit) or aggregate SIR (no limit)						
	Determine SIR policy years						
<b>4.1.2</b>	<b>Identify Reinsurance Carrier/contact</b>						
	Determine EMI's TPA status with reinsurance carrier (already approved or not)						
	Execute any necessary approval steps						
<b>4.1.3</b>	<b>Review Reinsurance Requirements</b>						
	Evaluate/implement supporting business requirements/process						
	Evaluate reporting requirements						
<b>5.1</b>	<b>Report Package</b>						
<b>5.1.1</b>	<b>Develop Report Package</b>						
	Develop specifications for report package						
	Write report						
	Test report						
	Client approval/review of reports						
	Package revisions, if necessary						



**EXHIBIT 4C**  
**Workers' Compensation/Property Casualty**  
**Client Implementation**

**Client ABC**

**Project Plan**

Task #	Tasks	Responsible Person(s)	Start Date	Target Date	Finish Date	% Comp.	Comments
	Retest						
	Client sign-off						
<b>5.1.2</b>	<b>Implement Report Distribution</b>						
	Finalize report distribution list						
	Set-up publishing process for website reports						
<b>6.1</b>	<b>System Access</b>						
<b>6.1.1</b>	<b>Access for Client</b>						
	Website capabilities overview						
	Conduct client user training						
<b>7.1</b>	<b>Forms</b>						
	Order pre-printed/stamped forms for client/CD Rom						
	Deliver forms to client						
<b>8.1</b>	<b>Vendors</b>						
<b>8.1.1</b>	<b>Notify EMI Cost Containment Vendors of New Account</b>						
	Establish appropriate billing procedure/client identification/coding						
<b>8.1.2</b>	<b>Identify Client Cost Containment Vendors</b>						
	Notify Client Cost Containment Vendors of new TPA						
	Establish appropriate usage requirements of vendors						
	Establish appropriate billing procedure/Client identification/coding						
<b>9.1</b>	<b>System Set-up</b>						
<b>9.1.1</b>	<b>Organizational Hierarchy</b>						
	Checks						
	Fiscal Years						
<b>9.1.2</b>	<b>Workers' Compensation</b>						
	Managed care						
	Complete WCMC bill review						
	ID applicable provider network discounts						
	Non-managed care						
	Determine if any provider network discounts apply						
	Location codes						
	Payroll class codes						
	NAICS code						



**EXHIBIT 4C**  
**Workers' Compensation/Property Casualty**  
**Client Implementation**

**Client ABC**

**Project Plan**

Task #	Tasks	Responsible Person(s)	Start Date	Target Date	Finish Date	% Comp.	Comments
	Rate tables (optional for self-insured; required for fully insured)						
	Reinsurance SIR						
<b>9.1.3</b>	<b>Property &amp; Casualty (aka: liability)</b>						
	Group structure						
	Benefit structure						
<b>10.1</b>	<b>Claim Operations</b>						
<b>10.1.1</b>	<b>Staffing</b>						
	Workers' Compensation						
	Evaluate staffing needs						
	Assign staff						
	Recruit staff						
	Interview staff						
	Hire staff						
	Train staff						
	Liability						
	Evaluate staffing needs						
	Assign staff						
	Recruit staff						
	Interview staff						
	Hire staff						
	Train staff						
<b>11.1</b>	<b>Risk Control Services</b>						
	Notify Risk control dept of new Client						
	Arrange Risk control services						
<b>12.1</b>	<b>Logistics</b>						
	Equipment; hardware/software						
	Office space						
	HR activities						
	File storage						
<b>13.1</b>	<b>Records Transfer</b>						
	Determine ownership of hard-copy records based on						
<b>13.1.1</b>	<b>client contract</b>						
	Open files						
	Closed files						



**EXHIBIT 4C**  
**Workers' Compensation/Property Casualty**  
**Client Implementation**

Project Plan

Client ABC

Task #	Tasks	Responsible Person(s)	Start Date	Target Date	Finish Date	% Comp.	Comments
	Expedite transfer of hard-copy records						
<b>14.1</b>	<b>Systems Data Conversion</b>						
<b>14.1.1</b>	<b>Determine level of data conversion</b>						
	WC (open vs. closed history; medical only vs. lost time, etc.)						
	Define associated cost						
	Verify impact of conversion status to claim						
	P&C						
	Define associated cost						
	Verify impact of conversion status to claim						
<b>14.1.2</b>	<b>Establish conversion media</b>						
	Electronic conversion						
	Define business requirements						
	Create test plans						
	Execute test plans						
	Report completion to client						
	Manual conversion						
	Define approach (report, spreadsheet, etc.)						
	Create test plans						
	Input data						
	Execute test plans						
	Report completion to client						



## CURRENT CLIENT REFERENCES

1. Client / Organization

- name and full address of organization: Martin County School District  
500 East Ocean Boulevard, Stuart, FL 34994
- contact person for contract: Linda King, Risk Manager
- telephone number(s): (772) 219-1200
- date of initiation of contract: 1985
- brief summary comparing the referenced system to this proposed system:

EMI provides Property & Casualty all lines excess/broker services, third party claims administration services, loss control services and risk management consulting services.

2. Client / Organization

- name and full address of organization: St. Lucie County School District  
4204 Okeechobee Road, Fort Pierce, FL 34947
- contact person for contract: Jim Smith, Risk Manager
- telephone number(s): (772) 429-5523
- date of initiation of contract: 1985
- brief summary comparing the referenced system to this proposed system:

EMI provides Property & Casualty all lines excess/broker services, third party claims administration services, loss control services and risk management consulting services.

3. Client / Organization

- name and full address of organization: City of Hollywood, Florida  
2600 Hollywood Boulevard, Hollywood, Florida 33020
- contact person for contract: Lisa Powell, Assistant Director, Human Resources
- telephone number(s): (954) 921-3514
- date of initiation of contract: 2008
- brief summary comparing the referenced system to this proposed system:

EMI provides third party claims administration services, loss control services and risk management consulting services.

Following are some additional entities EMI provides TPA services for:

Charlotte County School Board	City of Hollywood	City of Coconut Creek
Glades County School Board	City of Vero Beach	Town of Davie
Hardee County School Board	City of Stuart	HartLine
Hendry County School Board	Lake County BOCC	City of Lake Worth
Highlands County School Board	Martin County BOCC	City of Port St. Lucie
Indian River County School Board	St. Lucie County BOCC	Town of Lake Clark Shores
Martin County School Board	City of Parkland	Armellini
St. Lucie County School Board	City of Ormond Beach	US Holding



# REPORTING

Various reports most commonly provided to our clients include:

**Monthly: (published by the third business day of the month)**

- Coverage Report
- Summary Loss Report
- Large Loss Report
- Loss Run by Department
- Check Register

**Quarterly:**

- Status Report

**Annual:**

- Average Claim Duration
- Development Summary
- Development Schedule
- Incurred Claim Losses Since Inception
- PC – Total Claims For Last 5 Years by Claim Type
- WC- Payment Summary by Reserve
- WC- Severity Summary

**Ad-Hoc/Analysis:**

- Incurred Triangle
- Total Claims by Department
- Claims by Department by Fiscal Year
- Claims per 100 Employees by Department
- Claims by Injury Type
- Injury Type by Percentage
- Average Cost per Injury Type

**ModMaster:**

- Aggregate Loss
- Bureau Type
- Detail Report Actual vs. Expected
- Mod Impact on Premium
- Mod Snapshot
- Ratio Analysis
- Specific Loss
- Specific Losses by Identifier
- Summary Report

# Monthly Reports

**Coverage Report**  
**Client Name:**  
 All Claims  
**As of 04/30/2008**

Line of Business	Coverage Code	Description	Outstanding Reserves	Total Paid to Date	Total Incurred	Claim Count
GC	BLDG	General Claims : Building	\$0.00	\$1,573,040.23	\$1,573,040.23	346
	CAT	General Claims : Property Catastrophic Loss	\$0.00	\$15,738,242.21	\$15,738,242.21	41
	DIS	General Claims : Discrimination	\$16,969.97	\$350,315.78	\$367,285.75	46
	EO	General Claims : Errors & Omissions	\$14,852.12	\$264,560.82	\$279,412.94	22
	GLBI	General Claims : General Liability Bodily Injury	\$347,161.26	\$1,919,863.33	\$2,267,024.59	360
	GLPD	General Claims : General Liability Property Damage	\$1,185.72	\$220,332.43	\$221,518.15	488
	GLPI	General Claims : General Liability Personal Injury	\$200.00	\$11,663.50	\$11,863.50	3
	PROP	General Claims : Property Loss	\$11,000.00	\$72,034.44	\$83,034.44	16
	PROP-IC	General Claims : Inverse Condemnation	\$0.00	\$9,260.00	\$9,260.00	1
			<b>General Claims</b>	<b>\$391,369.07</b>	<b>\$20,159,312.74</b>	<b>\$20,550,681.81</b>
VA	APD	Vehicle Accident Claims : Auto Property Damage	\$11,949.62	\$650,625.77	\$662,575.39	240
	BI	Vehicle Accident Claims : Bodily Injury	\$23,155.05	\$586,284.74	\$609,439.79	55
	COL	Vehicle Accident Claims : Collision and Comprehensive	\$1,895.70	\$822,722.59	\$824,618.29	231
	PIP	Vehicle Accident Claims : Personal Injury Protection	\$0.00	\$10,000.00	\$10,000.00	1
		<b>Vehicle Accident Claims</b>	<b>\$37,000.37</b>	<b>\$2,069,633.10</b>	<b>\$2,106,633.47</b>	<b>527</b>
WC	LT	Workers' Compensation : Lost Time	\$1,073,314.58	\$13,533,548.51	\$14,606,863.09	463
	M	Workers' Compensation : Medical Only	\$53,299.38	\$1,104,038.08	\$1,157,337.46	3310
		<b>Workers' Compensation</b>	<b>\$1,126,613.96</b>	<b>\$14,637,586.59</b>	<b>\$15,764,200.55</b>	<b>3773</b>
<b>Total</b>			<b>\$1,554,983.40</b>	<b>\$36,866,532.43</b>	<b>\$38,421,515.83</b>	<b>5623</b>



**Summary Loss Report**  
**Client Name**  
**All Claims as of 4/30/2008**

7/22/2009

Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
1994	General Claims	\$0.00	\$117,994.47	\$117,994.47	64
	Vehicle Accident Claims	\$0.00	\$124,533.68	\$124,533.68	43
	Workers' Compensation	\$38,193.17	\$345,656.44	\$383,849.61	208
<b>1994</b>		<b>\$38,193.17</b>	<b>\$588,184.59</b>	<b>\$626,377.76</b>	<b>315</b>

Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
1995	General Claims	\$0.00	\$134,480.24	\$134,480.24	51
	Vehicle Accident Claims	\$0.00	\$183,052.38	\$183,052.38	35
	Workers' Compensation	\$0.00	\$246,790.01	\$246,790.01	193
<b>1995</b>		<b>\$0.00</b>	<b>\$564,322.63</b>	<b>\$564,322.63</b>	<b>279</b>

Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
1996	General Claims	\$0.00	\$412,289.47	\$412,289.47	79
	Vehicle Accident Claims	\$0.00	\$36,133.25	\$36,133.25	33
	Workers' Compensation	\$35,429.50	\$401,268.09	\$436,697.59	180
<b>1996</b>		<b>\$35,429.50</b>	<b>\$849,690.81</b>	<b>\$885,120.31</b>	<b>292</b>

Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
1997	General Claims	\$0.00	\$158,979.51	\$158,979.51	43
	Vehicle Accident Claims	(\$0.00)	\$280,349.97	\$280,349.97	29
	Workers' Compensation	\$11,049.96	\$219,254.56	\$230,304.52	196
<b>1997</b>		<b>\$11,049.96</b>	<b>\$658,584.04</b>	<b>\$669,634.00</b>	<b>268</b>

Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
1998	General Claims	\$0.00	\$303,390.71	\$303,390.71	74
	Vehicle Accident Claims	\$0.00	\$36,822.20	\$36,822.20	24
	Workers' Compensation	\$0.00	\$546,848.48	\$546,848.48	219
<b>1998</b>		<b>\$0.00</b>	<b>\$887,061.39</b>	<b>\$887,061.39</b>	<b>317</b>

Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
1999	General Claims	\$0.00	\$1,352,646.56	\$1,352,646.56	64
	Vehicle Accident Claims	\$0.00	\$133,079.62	\$133,079.62	27
	Workers' Compensation	\$71,190.94	\$1,870,772.52	\$1,941,963.46	226
<b>1999</b>		<b>\$71,190.94</b>	<b>\$3,356,498.70</b>	<b>\$3,427,689.64</b>	<b>317</b>

Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
2000	General Claims	\$1.00	\$385,809.21	\$385,810.21	59
	Vehicle Accident Claims	\$0.00	\$211,351.70	\$211,351.70	33
	Workers' Compensation	\$1,548,143.13	\$1,501,932.63	\$3,050,075.76	187
<b>2000</b>		<b>\$1,548,144.13</b>	<b>\$2,099,093.54</b>	<b>\$3,647,237.67</b>	<b>279</b>

**Summary Loss Report**  
**Client Name**  
**All Claims as of 4/30/2008**

7/22/2009

Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
2001	General Claims	\$18,593.34	\$314,143.08	\$332,736.42	88
	Vehicle Accident Claims	\$0.00	\$153,883.41	\$153,883.41	32
	Workers' Compensation	\$15,713.92	\$354,047.54	\$369,761.46	214
<b>2001</b>		<b>\$34,307.26</b>	<b>\$822,074.03</b>	<b>\$856,381.29</b>	<b>334</b>
Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
2002	General Claims	\$46,430.83	\$440,855.70	\$487,286.53	69
	Vehicle Accident Claims	\$0.00	\$167,786.29	\$167,786.29	28
	Workers' Compensation	\$17,029.15	\$1,481,426.60	\$1,498,455.75	188
<b>2002</b>		<b>\$63,459.98</b>	<b>\$2,090,068.59</b>	<b>\$2,153,528.57</b>	<b>285</b>
Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
2003	General Claims	\$10,000.00	\$176,685.09	\$186,685.09	117
	Vehicle Accident Claims	\$0.00	\$558,136.84	\$558,136.84	73
	Workers' Compensation	\$35,248.77	\$652,631.20	\$687,879.97	235
<b>2003</b>		<b>\$45,248.77</b>	<b>\$1,387,453.13</b>	<b>\$1,432,701.90</b>	<b>425</b>
Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
2004	General Claims	\$130,986.68	\$667,849.33	\$798,836.01	92
	Vehicle Accident Claims	\$15,000.00	\$109,145.62	\$124,145.62	52
	Workers' Compensation	\$22,951.31	\$272,175.40	\$295,126.71	151
<b>2004</b>		<b>\$168,937.99</b>	<b>\$1,049,170.35</b>	<b>\$1,218,108.34</b>	<b>295</b>
Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
2005	General Claims	\$170,694.63	\$1,111,006.43	\$1,281,701.06	132
	Vehicle Accident Claims	\$65,384.75	\$290,234.06	\$355,618.81	56
	Workers' Compensation	\$189,848.59	\$527,975.66	\$717,824.25	128
<b>2005</b>		<b>\$425,927.97</b>	<b>\$1,929,216.15</b>	<b>\$2,355,144.12</b>	<b>316</b>
Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
2006	General Claims	\$188,994.52	\$107,194.69	\$296,189.21	60
	Vehicle Accident Claims	\$43,158.74	\$133,075.46	\$176,234.20	56
	Workers' Compensation	\$413,344.45	\$477,081.48	\$890,425.93	101
<b>2006</b>		<b>\$645,497.71</b>	<b>\$717,351.63</b>	<b>\$1,362,849.34</b>	<b>217</b>
Fiscal Year	Claim LOB Desc	Outstanding Reserves	Total Paid to Date	Total incurred	Claim Count
2007	General Claims	\$101,212.54	\$20,923.50	\$122,136.04	40
	Vehicle Accident Claims	\$11,622.66	\$64,891.06	\$76,513.72	23
	Workers' Compensation	\$60,136.83	\$49,130.48	\$109,267.31	42
<b>2007</b>		<b>\$172,972.03</b>	<b>\$134,945.04</b>	<b>\$307,917.07</b>	<b>105</b>
<b>Total For All Years</b>		<b>\$3,260,359.42</b>	<b>\$17,133,714.61</b>	<b>\$20,394,074.03</b>	<b>4044</b>

## Large Loss Report Total Incurred Greater Than or Equal To \$25,000

Client Name:

Line of Business	Claim Number	Claim Type	Date of Loss/Injury	Claimant Name	Outstanding Reserves	Total Paid to Date	Total Incurred	Claim Status	Description
GC	XXXXXXXXXXXX	GLBI	2/11/1997	Last Name, First Name	\$0.00	\$65,961.80	\$65,961.80	C	TRIP & FALL
	XXXXXXXXXXXX	BLDG	8/29/1999	Last Name, First Name	\$0.00	\$66,419.53	\$66,419.53	C	LIGHTNING LOSS
	XXXXXXXXXXXX	BLDG	5/25/2000	Last Name, First Name	\$0.00	\$28,842.35	\$28,842.35	C	LIGHTNING LOSS
	XXXXXXXXXXXX	GLBI	4/5/2001	Last Name, First Name	\$0.00	\$26,893.33	\$26,893.33	C	TRIP/FALL UNEVEN SIDEWALK
	XXXXXXXXXXXX	D/S	1/1/2001	Last Name, First Name	\$0.00	\$76,669.75	\$76,669.75	C	CLT ALLEGES FALSE ARREST
	XXXXXXXXXXXX	D/S	1/6/2003	Last Name, First Name	\$0.00	\$42,882.30	\$42,882.30	C	FALSE ARREST, FALSE IMPRESSIONMENT
	XXXXXXXXXXXX	BLDG	8/23/2004	Last Name, First Name	\$0.00	\$30,111.53	\$30,111.53	C	DAMAGE CAUSED BY LIGHTNING STRIKE
	XXXXXXXXXXXX	GLBI	2/28/2004	Last Name, First Name	\$4,488.70	\$35,511.30	\$40,000.00	O	CLAIMANT FELL OFF OF MONKEY BARS
	XXXXXXXXXXXX	D/S	10/31/2003	Last Name, First Name	\$0.00	\$26,389.31	\$26,389.31	C	ILLEGAL SEARCH AND SEIZURE
	XXXXXXXXXXXX	GLBI	10/26/2004	Last Name, First Name	\$0.00	\$62,176.81	\$62,176.81	C	POLICE DIRECTING TRAFFIC-ACCIDENT OCCUR
	XXXXXXXXXXXX	GLBI	6/12/2005	Last Name, First Name	\$22,921.28	\$12,078.72	\$35,000.00	O	CHILD FELL OFF OF PLAYGROUND EQUIPMENT
	XXXXXXXXXXXX	GLBI	6/22/2004	Last Name, First Name	\$21,692.35	\$10,484.65	\$32,177.00	O	SLIP AND FALL
	XXXXXXXXXXXX	GLPI	8/6/2004	Last Name, First Name	\$19,836.59	\$5,163.41	\$25,000.00	O	FALSE ARREST/EXCESSIVE FORCE
	XXXXXXXXXXXX	CAT	10/24/2005	Last Name, First Name	\$0.00	\$713,351.26	\$713,351.26	C	HURRICANE WILMA
	XXXXXXXXXXXX	GLBI	12/29/2006	Last Name, First Name	\$25,000.00	\$0.00	\$25,000.00	O	Claimant fell while skat boarding in City Park
<b>GC</b>		<b>15</b>		<b>Sum</b>	<b>\$93,926.92</b>	<b>\$1,202,936.05</b>	<b>\$1,296,874.97</b>		

Line of Business	Claim Number	Claim Type	Date of Loss/Injury	Claimant Name	Outstanding Reserves	Total Paid to Date	Total Incurred	Claim Status	Description
VA	XXXXXXXXXXXX	APD	6/7/1995	Last Name, First Name	\$0.00	\$54,755.83	\$54,755.83	C	CLIENT FAILED TO YIELD
	XXXXXXXXXXXX	BI	9/10/1985	Last Name, First Name	\$0.00	\$31,085.03	\$31,085.03	C	CLMT FAILED TO YIELD TO CLIENT
	XXXXXXXXXXXX	BI	12/7/1997	Last Name, First Name	\$0.00	\$179,900.77	\$179,900.77	C	CLIENT STRUCK CLMT IN WHEELCHAIR
	XXXXXXXXXXXX	BI	3/1/1998	Last Name, First Name	\$0.00	\$74,115.87	\$74,115.87	C	CLIENT IMPROPER TURN
	XXXXXXXXXXXX	BI	9/19/1998	Last Name, First Name	\$0.00	\$66,245.84	\$66,245.84	C	CLIENT RAN RED LIGHT
	XXXXXXXXXXXX	BI	11/29/2001	Last Name, First Name	\$17,508.86	\$8,076.14	\$25,585.00	R	FELON IN STOLEN VEH HIT CLIENTS VEH
	XXXXXXXXXXXX	BI	11/16/2002	Last Name, First Name	\$12,537.28	\$29,962.72	\$42,500.00	R	INTERSECTION ACCIDENT
	XXXXXXXXXXXX	BI	7/31/2003	Last Name, First Name	\$0.00	\$25,310.00	\$25,310.00	C	CLIENT FAILED TO YIELD
	XXXXXXXXXXXX	BI	7/27/2004	Last Name, First Name	\$19,881.36	\$18,978.64	\$38,860.00	O	TRIP AND FALL EXITING BUS
<b>VA</b>		<b>9</b>		<b>Sum</b>	<b>\$49,927.50</b>	<b>\$488,430.84</b>	<b>\$638,356.34</b>		



## Large Loss Report Total Incurred Greater Than or Equal To \$25,000

Line of Business	Claim Number	Claim Type	Date of Loss/Injury	Claimant Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status	Description
WC	XXXXXXXXXXXXXX	LT	6/7/1996	Last Name, First Name	\$0.00	\$25,120.32	\$25,120.32	C	HURT NECK WHILE COMPLETING TEAM OBSTACLE COURSE
	XXXXXXXXXXXXXX	LT	8/18/1997	Last Name, First Name	\$0.00	\$75,022.18	\$75,022.18	C	CONTUSION/ARM,BACK & HEAD
	XXXXXXXXXXXXXX	LT	3/23/2000	Last Name, First Name	\$0.00	\$46,099.10	\$46,099.10	C	LOADING FERTILIZER BAGS ON TO PICK UP TRUCK. FELT
	XXXXXXXXXXXXXX	LT	4/19/2000	Last Name, First Name	\$42,166.93	\$66,633.07	\$108,800.00	O	DURING GROUND FIGHTING TRAINING, NUMBNESS OCCURRED
	XXXXXXXXXXXXXX	LT	2/6/2001	Last Name, First Name	\$0.00	\$49,167.91	\$49,167.91	C	MOVING AND LIFTING A FEW HEAVY BOXES SHE FELT PAIN
	XXXXXXXXXXXXXX	LT	3/1/2001	Last Name, First Name	\$0.00	\$149,059.40	\$149,059.40	C	WHILE LIFTING A CHILD TO SET HIM IN SAND FELT A PO
	XXXXXXXXXXXXXX	LT	2/18/2001	Last Name, First Name	\$18,317.31	\$74,782.69	\$93,100.00	O	MINOR AUTO ACCIDENT WITH MARTIN DICKSON-BACK INJUR
	XXXXXXXXXXXXXX	LT	8/15/2002	Last Name, First Name	\$13,920.64	\$21,579.36	\$35,500.00	O	WHILE TAKING BOXES FROM A PILE AND PUTTING THEM ON
	XXXXXXXXXXXXXX	LT	3/20/2003	Last Name, First Name	\$0.00	\$47,459.72	\$47,459.72	C	BENT OVER ON MY TOES AND ON GETTING UP FELT SHARP
	XXXXXXXXXXXXXX	LT	7/30/2003	Last Name, First Name	\$8,090.55	\$49,409.45	\$57,500.00	O	CLMT WAS RUNNING WHEN HIS LEG WAS CAUGHT IN A SMALL
	XXXXXXXXXXXXXX	LT	3/15/2004	Last Name, First Name	\$25,959.62	\$281,040.39	\$307,000.00	O	CLMT WAS WALKING OUT OF THE STORAGE ROOM WHEN HE T
	XXXXXXXXXXXXXX	LT	6/10/2004	Last Name, First Name	\$0.00	\$31,174.74	\$31,174.74	C	WHILE IN TRAINING CLMT'S RIGHT KNEE WAS DISLOCATED
	XXXXXXXXXXXXXX	LT	6/22/2004	Last Name, First Name	\$22,163.10	\$59,336.90	\$81,500.00	O	CLMT SLIPPED ON A FLOOR THAT HAD BEING BUFFED AND
	XXXXXXXXXXXXXX	LT	10/28/2004	Last Name, First Name	\$35,527.82	\$148,972.19	\$184,500.00	O	CLMT HURT HIS LOWER BACK WHILE DIGGING A HOLE
	XXXXXXXXXXXXXX	LT	11/22/2004	Last Name, First Name	\$28,391.83	\$49,618.17	\$78,010.00	O	CLMT DEVELOPE SYMPTOMS OF A HEART ATTACK
	XXXXXXXXXXXXXX	LT	2/9/2005	Last Name, First Name	\$3.00	\$165,733.18	\$165,736.18	R	WHILE SPREADING THE ASPHALT, CLMT INJURED HIS RIGH
	XXXXXXXXXXXXXX	LT	3/28/2005	Last Name, First Name	\$5,908.30	\$42,401.70	\$48,310.00	O	CLMT TWISTED LT KNEE WHILE EXITING A POLICE CAR
	XXXXXXXXXXXXXX	LT	6/2/2005	Last Name, First Name	\$96,347.51	\$204,262.49	\$300,610.00	O	CLMT INJURED HIS LOW BACK IN A VEHICLE ACCIDENT.
	XXXXXXXXXXXXXX	LT	4/24/2006	Last Name, First Name	\$22,960.89	\$46,039.12	\$69,000.00	O	CLAIMANT WAS A PASSENGER IN CITY VAN WHEN THE DRIV
	XXXXXXXXXXXXXX	LT	7/31/2006	Last Name, First Name	\$16,068.46	\$27,541.54	\$43,610.00	O	REPETITIVE MOTION RT AND LT HANDS / POSSIBLE CTS
	XXXXXXXXXXXXXX	LT	12/27/2006	Last Name, First Name	\$17,804.26	\$55,295.74	\$73,100.00	O	WHILE PUSHING A DISABLED VEHICLE OFF THE ROAD CLMT
	XXXXXXXXXXXXXX	LT	3/24/2007	Last Name, First Name	\$15,273.80	\$16,236.20	\$31,510.00	O	WHILE LIFTING 3 36 CONES FELT SHARP BURNING PAIN!
	XXXXXXXXXXXXXX	LT	4/28/2007	Last Name, First Name	\$24,677.02	\$28,322.98	\$53,000.00	O	WHILE MOVING TABLES IN THE GYM THE LEG FROM THE TA
	XXXXXXXXXXXXXX	LT	6/6/2007	Last Name, First Name	\$10,193.48	\$21,916.52	\$32,110.00	O	While climbing a flight of stairs claimant felt a
	XXXXXXXXXXXXXX	LT	5/29/2007	Last Name, First Name	\$16,580.98	\$14,119.02	\$30,700.00	O	Claimant was responding to an accident (rollover)
<b>WC</b>		<b>25</b>	<b>Sum:</b>		<b>\$420,165.49</b>	<b>\$1,798,344.06</b>	<b>\$2,218,999.55</b>		
<b>Totals</b>	<b>Claim Count: 49</b>		<b>Sum:</b>		<b>\$584,227.91</b>	<b>\$3,489,710.95</b>	<b>\$4,053,932.86</b>		

Legend: GC=General Claim, VA=Vehicle Accident, WC=Worker's Comp



Loss Run By Department- Open Claims

Client Name:

Department Name	Claimant Full Name	Claim Number	Date of Injury/Loss	Claim Type	Claim Status	Description	Outstanding Reserves	Total Paid to Date	Total Incurred
City Clerk	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	1/16/2008	Medical Only	O	While sitting in chair, clmt reached for the printe	\$304.00	\$196.00	\$500.00
<b>Sum:</b>							<b>\$304.00</b>	<b>\$196.00</b>	<b>\$500.00</b>
City of	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	11/16/2002	Collision and Comprehensive	R	INTERSECTION ACCIDENT	\$0.00	\$19,516.75	\$19,516.75
City of	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	11/29/2001	Bodily Injury	R	FELON IN STOLEN VEH HIT CLIENTS VEH	\$17,508.86	\$8,076.14	\$25,585.00
City of	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	7/27/2004	Bodily Injury	O	TRIP AND FALL EXITING BUS	\$19,881.36	\$18,978.64	\$38,860.00
City of	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	7/27/2004	Bodily Injury	O	TRIP AND FALL EXITING BUS	\$500.00	\$0.00	\$500.00
City of	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	4/18/2006	Bodily Injury	O	OUR VEHICLE PULLED FROM DRIVEWAY	\$15,000.00	\$0.00	\$15,000.00
City of	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	6/6/2004	Auto Property Damage	R	CLIENT HIT CLAIMANT IN THE REAR	\$2,032.22	\$4,052.78	\$6,085.00
City of	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	11/16/2002	Bodily Injury	R	INTERSECTION ACCIDENT	\$12,537.28	\$29,962.72	\$42,500.00
City of	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	11/16/2002	Auto Property Damage	R	INTERSECTION ACCIDENT	\$7,924.75	\$390.00	\$8,314.75
<b>Sum:</b>							<b>\$75,384.47</b>	<b>\$80,977.03</b>	<b>\$156,361.50</b>
Community Development	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	5/14/2007	Medical Only	O	WHILE MOPPING THE FLOOR CLMT MOVED THE WRONG WAY A	\$1,175.70	\$3,834.30	\$5,010.00
<b>Sum:</b>							<b>\$1,175.70</b>	<b>\$3,834.30</b>	<b>\$5,010.00</b>
Community Service	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/14/2008	General Liability Bodily Injury	O	Drain cover dropped on claimants hand.	\$2,000.00	\$0.00	\$2,000.00
Community Service	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	6/12/2005	General Liability Bodily Injury	O	CHILD FELL OFF OF PLAYGROUND EQUIPMENT	\$22,321.28	\$12,078.72	\$35,000.00
Community Service	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	9/20/2007	Medical Only	O	While playing basketball with the kids clmt landed	\$1,910.91	\$6,599.09	\$8,510.00
Community Service	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	1/30/2008	Medical Only	O	Clmt was lifting chairs and tables when she felt p	\$2,158.35	\$2,851.65	\$5,010.00
Community Service	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	3/15/2004	Lost Time	O	CLMT WAS WALKING OUT OF THE STORAGE ROOM WHEN HE T	\$25,959.62	\$281,040.39	\$307,000.00
Community Service	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	4/28/2007	Lost Time	O	WHILE MOVING TABLES IN THE GYM THE LEG FROM THE TA	\$24,677.02	\$28,322.98	\$53,000.00
Community Service	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	12/29/2006	General Liability Bodily Injury	O	Claimant fell while skat boarding in City Park.	\$25,000.00	\$0.00	\$25,000.00
Community Service	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	12/27/2006	Lost Time	O	WHILE PUSHING A DISABLED VEHICLE OFF THE ROAD CLMT	\$17,804.26	\$55,295.74	\$73,100.00
Community Service	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	3/26/2008	General Liability Bodily Injury	O	Claimant fell off of playground equipment.	\$15,000.00	\$0.00	\$15,000.00
Community Service	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/6/2006	General Liability Bodily Injury	O	CLAIMANT TRIPPED OVER PLAYGROUND EQUIP.	\$10,000.00	\$0.00	\$10,000.00





Loss Run By Department- Open Claims

Department Name	Claimant Full Name	Claim Number	Date of Injury/Loss	Claim Type	Claim Status	Description	Outstanding Reserves	Total Paid to Date	Total Incurred
Community Service	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/28/2004	General Liability Bodily Injury	O	CLAIMANT FELL OFF OF MONKEY BARS	\$4,488.70	\$35,511.30	\$40,000.00
Finance/Admin Services	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	8/23/2007	Medical Only	O	Slipped on wet floor injury to upper back, neck an	\$931.01	\$421,699.87	\$573,620.00
Finance/Admin Services	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	10/18/2007	Medical Only	R	Cimt was bent over while trying to move a jammed s	\$223.36	\$6,356.64	\$6,580.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/12/2008	Collision and Comprehensive	O	Police car ran off of road and hit tree.	\$0.00	\$10,521.80	\$10,521.80
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	5/25/2007	Medical Only	O	CLMT WAS REARENDED IN A MVA NECK STRAIN.	\$4,015.72	\$1,994.28	\$6,010.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/26/2008	Medical Only	O	During an arrest cimt had to come into contact wit	\$800.00	\$0.00	\$800.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/18/2001	Lost Time	O	MINOR AUTO ACCIDENT WITH MARTIN DICKSON-BACK INJUR	\$18,317.31	\$74,782.69	\$93,100.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	7/31/2006	Lost Time	O	REPETITIVE MOTION RT AND LT HANDS / POSSIBLE CTS	\$16,068.46	\$27,541.54	\$43,610.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	11/22/2004	Lost Time	O	CLMT DEVELOPE SYMPTOMS OF A HEART ATTACK.	\$28,391.83	\$49,618.17	\$78,010.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	7/30/2003	Lost Time	O	CLMT WAS RUNNING WHEN HIS LEG WAS CAUGHT IN A SMAL	\$8,090.55	\$49,409.45	\$57,500.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	5/4/2007	Lost Time	O	WHILE PULLING HIMSELF OUT OF HIS VEHICLE CLMT STRA	\$2,646.44	\$1,353.56	\$4,000.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	6/10/2005	General Liability Personal Injury	O	FALSE ARREST, MALICIOUS PROSECUTION	\$10,000.00	\$0.00	\$10,000.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/6/2007	Lost Time	R	WHILE RESPONDING TO A CALL, CLMT, LOST CONTROL OF	\$137.86	\$7,486.14	\$7,624.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	11/30/2007	Medical Only	O	While cimt was responding to a call the cimt was c	\$5,464.98	\$4,545.02	\$10,010.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	8/6/2004	General Liability Personal Injury	O	FALSE ARREST/EXCESSIVE FORCE	\$19,836.59	\$5,163.41	\$25,000.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/26/2008	Medical Only	O	During an arrest the cimt was exposed to blood and	\$800.00	\$0.00	\$800.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	5/29/2007	Lost Time	O	Claimant was responding to an accident (rollover)	\$16,580.98	\$14,119.02	\$30,700.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	6/22/2004	General Liability Bodily Injury	O	SLIP AND FALL	\$21,692.35	\$10,484.65	\$32,177.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	6/22/2004	Lost Time	O	CLMT SLIPPED ON A FLOOR THAT HAD BEING BUFFED AND	\$22,163.10	\$59,336.90	\$81,500.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	6/22/2004	General Liability Bodily Injury	O	SLIP AND FALL	\$5,000.00	\$0.00	\$5,000.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	6/2/2005	Lost Time	O	CLMT INJURED HIS LOW BACK IN A VEHICLE ACCIDENT.	\$96,347.51	\$204,262.49	\$300,610.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	4/11/2007	Medical Only	O	17 YRS OF TYPING, AND OTHER REPETATIVE ACTIVITIES	\$8,726.18	\$12,083.82	\$20,810.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/18/2008	Medical Only	O	During a training class cimt injured his left ankl	\$323.84	\$3,176.16	\$3,500.00
Public Safety	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	10/30/2007	Medical Only	O	MVA claimant was rearended by drunk driver injury	\$2,176.14	\$3,283.86	\$5,460.00



Loss Run By Department- Open Claims

Department Name	Claimant Full Name	Claim Number	Date of Injury/Loss	Claim Type	Claim Status	Description	Outstanding Reserves	Total Paid to Date	Total Incurred
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	4/25/2002	Lost Time	O	OFFICER HEARD SKIDDING & BEFORE HE COULD LOOK UP F	\$4,829.77	\$19,880.23	\$24,510.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	8/15/2002	Lost Time	O	WHILE TAKING BOXES FROM A PILE AND PUTTING THEM ON	\$13,920.64	\$21,579.36	\$35,500.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	3/20/2008	Medical Only	O	While in training cimt stepped off a landing onto	\$4,222.37	\$1,777.63	\$6,000.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	10/25/2007	Medical Only	O	During an arrest cimt sustained abrasions to the r	\$186.29	\$323.71	\$510.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/20/2007	Medical Only	O	WHILE STOPPED IN TRAFFIC CLMT WAS REARENDED MVA IN	\$7,766.88	\$8,233.12	\$16,000.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	12/26/2007	Medical Only	O	While hand cuffing a mental patient, cimt received	\$102.41	\$697.59	\$800.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/12/2008	Medical Only	O	While driving to a call trying not to hit a dog in	\$1,117.03	\$82.97	\$1,200.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	3/28/2005	Lost Time	O	CLMT TWISTED LT KNEE WHILE EXITING A POLICE CAR	\$5,908.30	\$42,401.70	\$48,310.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	11/26/2006	Medical Only	R	IN PURSUIT OF A SUSPECT POLICE CAR SWERVED OFF THE	\$2,972.90	\$2,537.10	\$5,510.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	3/24/2007	Lost Time	O	WHILE LIFTING 3 36 CONES FELT SHARP BURNING PAIN I	\$15,273.80	\$16,236.20	\$31,510.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	4/19/2000	Lost Time	O	DURING GROUND FIGHTING TRAINING, NUMBNESS OCCURRED	\$41,805.83	\$66,994.17	\$108,800.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	12/28/2007	Lost Time	O	While responding to a call the claimant was struck	\$3,196.86	\$4,803.14	\$7,800.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	7/20/2007	General Liability Personal Injury	O	Police stopped the claimant for possible stolen ca	\$10,000.00	\$1,312.50	\$11,312.50
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	6/6/2007	Lost Time	O	While climbing a flight of stairs claimant felt a	\$10,193.48	\$21,916.52	\$32,110.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	11/4/2007	Medical Only	O	While pulling a heavy motor cycle out of the road	\$659.56	\$4,350.44	\$5,010.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	4/19/2008	Medical Only	O	During an arrest the cimt tried to restrain a pris	\$1,500.00	\$0.00	\$1,500.00
<b>Public Safety</b>						<b>Sum:</b>	<b>\$411,235.95</b>	<b>\$751,889.35</b>	<b>\$1,163,125.30</b>
Public Works	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	9/11/2007	Medical Only	O	While chipping away at large rocks during lateral	\$1,747.44	\$6,952.57	\$8,700.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	10/28/2004	Lost Time	O	CLMT HURT HIS LOWER BACK WHILE DIGGING A HOLE	\$35,158.12	\$149,341.89	\$184,500.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	4/24/2006	Lost Time	O	CLAIMANT WAS A PASSENGER IN CITY VAN WHEN THE DRIV	\$22,960.89	\$46,039.12	\$69,000.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	11/15/2006	Medical Only	O	CLMT WAS STEPPING OFF THE BACK OF A TRUCK WHEN HE	\$12,120.07	\$8,889.93	\$21,010.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	12/5/2007	General Liability Bodily Injury	O	Claimant tripped and fell on sidewalk	\$15,000.00	\$0.00	\$15,000.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/9/2005	Lost Time	R	WHILE SPREADING THE ASPHALT, CLMT INJURED HIS RIGH	\$3.00	\$165,733.18	\$165,736.18
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	1/18/2008	General Liability Bodily Injury	O	Claimant on bike hit a hole (cement block missing)	\$12,500.00	\$0.00	\$12,500.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/28/2008	Medical Only	O	While getting out of the dump truck cimt placed hi	\$736.48	\$263.52	\$1,000.00
	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	3/24/2008	Medical Only	O	While pressure cleaning something flew into the ri	\$308.25	\$891.75	\$1,200.00



Loss Run By Department- Open Claims

Department Name	Claimant Full Name Last Name, First Name	Claim Number XXXXXXXXXXXXXXXXXXXX	Date of Injury/Loss 9/24/2007	Claim Type Medical Only	Claim Status O	Description While moving a dragmat he went to lift it and felt	Outstanding Reserves \$390.25	Total Paid to Date \$2,619.75	Total Incurred \$3,010.00
Public Works							<b>Sum:</b> \$100,924.49	<b>Sum:</b> \$380,731.70	<b>Sum:</b> \$481,656.18
Public Works/Enter Act	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	1/29/2008	Medical Only	O	allegedly fell an injured left shoulder.	\$6,192.84	\$3,307.16	\$9,500.00
Public Works/Enter Act	Last Name, First Name	XXXXXXXXXXXXXXXXXXXX	2/23/2008	Medical Only	O	Cleaning after festival stepped in hole in swale a	\$2,558.76	\$441.25	\$3,000.00
<b>Count: 72</b>							<b>Sum:</b> \$750,850.70	<b>Sum:</b> \$3,748.41	<b>Sum:</b> \$12,500.00
							<b>Total Sum:</b> \$1,649,712.28	<b>Total Sum:</b> \$1,649,712.28	<b>Total Sum:</b> \$2,400,562.98



7/22/2009

**Check Register**  
**For the Period: MM/DD/CCYY to MM/DD/CCYY**

Client Name:

Line of Business	Check Date	Check Number	Check Memo	Amount	Payment Type	Trans Type	Description	Provider/Vendor Name	Claim Number	Claim Name	Employer Name	Department Name	From Date	To Date
WC	03/03/2008	85932		\$23.30	Payment	RX	Drugs	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/24/2008	01/24/2008
WC	03/03/2008	85933		\$12.00	Payment	MD	Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/09/2008	01/08/2008
WC	03/06/2008	85934		\$78.12	Payment	RX	Drugs	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Clerk Of Courts	06/19/2007	06/19/2007
WC	03/06/2008	85935		\$64.38	Payment	RX	Drugs	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	02/04/2008	02/04/2008
WC	03/06/2008	85936		\$483.64	Payment	MD	Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/28/2008	01/28/2008
WC	03/06/2008	85937		\$155.97	Payment	RX	Drugs	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Clerk Of Courts	08/09/2007	08/09/2007
GC	03/07/2008	85938	INVOICE # 477093	\$2,786.97	Payment	LE	Legal Expense	Legal	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Department Of Growth Management		
GC	03/07/2008	85939	INVOICE #477369	\$970.34	Payment	LE	Legal Expense	Legal	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Department Of Community Services		
WC	03/07/2008	85940		\$3,183.00	Payment	FCM	Field Case Management	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Clerk Of Courts	07/06/2007	09/07/2007
GC	03/10/2008	85941	INVOICE # 478217	\$6,881.39	Payment	LE	Legal Expense	Legal	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Department Of Public Works		
WC	03/11/2008	85942		\$478.00	Payment	MD	Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/11/2008	01/11/2008
WC	03/11/2008	85943		\$69.00	Payment	MD	Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/12/2008	01/12/2008
WC	03/11/2008	85944		\$69.00	Payment	MD	Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/13/2008	01/13/2008
WC	03/11/2008	85945		\$69.00	Payment	MD	Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/14/2008	01/14/2008
WC	03/11/2008	85946		\$69.00	Payment	MD	Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/15/2008	01/15/2008
WC	03/11/2008	85947		\$69.00	Payment	MD	Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/16/2008	01/16/2008
WC	03/11/2008	85948		\$69.00	Payment	MD	Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/17/2008	01/17/2008
WC	03/11/2008	85949		\$15.00	Payment	MD	Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/12/2008	01/12/2008
WC	03/11/2008	85950		\$24.00	Payment	MD	Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/13/2008	01/13/2008



7/22/2009

Check Register  
For the Period: MM/DD/CCYY to MM/DD/CCYY

Line of Business	Check Date	Check Number	Check Memo	Amount	Payment Type	Code	Medical	Provider/Vendor Name	Stamp Number	Stamp Name	Employer Name	Department Name	From Date	To Date
WC	03/11/2008	85951		\$235.00	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/14/2008	01/16/2008
WC	03/11/2008	85952		\$10.00	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/15/2008	01/15/2008
WC	03/11/2008	85953		\$12.00	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/16/2008	01/16/2008
WC	03/11/2008	85954		\$1,115.25	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Road Construction	10/15/2007	10/15/2007
WC	03/13/2008	85955		\$22.00	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/14/2008	01/17/2008
WC	03/13/2008	85956		\$80.80	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Supervisor Of Elections	09/06/2007	09/06/2007
WC	03/14/2008	85957	2 WEEKS TTD	\$764.22	Payment	TTD	Temp Total Disability		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Road Construction	03/04/2008	03/17/2008
GC	03/14/2008	85958	CONTENTS LOSS	\$790.00	Payment	BP	Building/Content		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division		
WC	03/18/2008	85959		\$64.00	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/25/2008	01/25/2008
WC	03/18/2008	85960		\$143.45	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/16/2008	01/16/2008
WC	03/18/2008	85961		\$37.05	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Facility Maintenance	01/11/2008	01/11/2008
WC	03/18/2008	85962		\$60.80	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Facility Maintenance	01/18/2008	01/18/2008
WC	03/18/2008	85963		\$60.80	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/23/2008	01/23/2008
WC	03/18/2008	85964		\$181.45	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Animal Services Division	01/17/2008	01/17/2008
WC	03/18/2008	85965		\$110.00	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Department Of Public Safety	01/11/2008	01/11/2008
WC	03/18/2008	85966		\$52.00	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Department Of Public Safety	01/18/2008	01/18/2008
WC	03/18/2008	85967		\$508.00	Payment	MT	Transportation		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	02/13/2008	02/13/2008
WC	03/18/2008	85968		\$177.80	Payment	DA	DA		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Road Construction	01/08/2008	01/31/2008
WC	03/18/2008	85969		\$90.00	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/28/2008	01/28/2008
WC	03/19/2008	85970		\$153.00	Payment	MD	Doctor Bill		XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	02/12/2008	02/12/2008



Check Register  
For the Period: MM/DD/CCYY to MM/DD/CCYY

Line of Business	Check Date	Check Number	Check Memo	Amount	Payment Type	Payment Description	Pay To	Claim Number	Claim Name	Employer Name	Department Name	From Date	To Date
WC	03/19/2008	85971		\$255.75	Payment	DA DA	Legal	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Road Operations Division	01/04/2008	01/26/2008
WC	03/19/2008	85972		\$262.24	Payment	DA DA	Legal	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	12/15/2007	12/15/2007
WC	03/19/2008	85973		\$111.00	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	02/05/2008	02/05/2008
WC	03/19/2008	85974		\$9.00	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/24/2008	01/24/2008
VA	03/20/2008	85975	INVOICE # 8660	\$3,163.75	Payment	APD Collision/Comp	Indemnity	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Department Of Public Works		
WC	03/24/2008	85976		\$94.05	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/25/2008	01/25/2008
WC	03/25/2008	85977	Joe Smith 2/25/08-2/26/08	\$227.28	Payment	RX Drugs	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	02/25/2008	02/26/2008
WC	03/25/2008	85978	John Smith, 2/9/08	\$100.29	Payment	RX Drugs	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	02/09/2008	02/09/2008
WC	03/25/2008	85979	Mary Smith, 2/12/08	\$112.11	Payment	RX Drugs	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	02/12/2008	02/12/2008
WC	03/25/2008	85980	Mary Smith, 2/12/08	\$452.22	Payment	RX Drugs	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	02/20/2008	02/20/2008
WC	03/25/2008	85981	Mary Smith, 2/12/08	\$57.97	Payment	RX Drugs	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	02/25/2008	02/25/2008
WC	03/25/2008	85982		\$826.80	Payment	RX Drugs	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/29/2008	01/29/2008
WC	03/25/2008	85983		\$129.38	Payment	RX Drugs	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Animal Services Division	02/02/2008	02/02/2008
WC	03/25/2008	85984		\$40.02	Payment	HP Hospital	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	02/08/2008	02/08/2008
WC	03/25/2008	85985		\$209.38	Payment	HP Hospital	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/27/2008	01/27/2008
WC	03/25/2008	85986		\$12.00	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/31/2008	01/31/2008
WC	03/26/2008	85987		\$92.15	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Animal Services Division	01/22/2008	01/22/2008
WC	03/26/2008	85988		\$60.80	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Animal Services Division	01/25/2008	01/25/2008
WC	03/26/2008	85989		\$143.45	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/29/2008	01/29/2008



7/22/2009

Check Register  
For the Period: MM/DD/CCYY to MM/DD/CCYY

Line of Business	Check Date	Check Number	Check Name	Amount	Payment Type	Claim Description	Payable To	Claim Number	Claimant Name	Employer Name	Department Name	From Date	To Date
WC	03/26/2008	85990		\$9.00	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/27/2008	01/27/2008
WC	03/27/2008	85991		\$60.80	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	02/25/2008	02/25/2008
WC	03/27/2008	85992		\$162.00	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Clerk Of Courts	02/19/2008	02/19/2008
GC	03/27/2008	85993	invoice # 479577	\$416.63	Payment	LE Legal Expense	Legal	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Department Of Community Services		
GC	03/27/2008	85994	invoice # 479748	\$1,416.54	Payment	LE Legal Expense	Legal	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Department Of Growth Management		
WC	03/27/2008	85995		\$108.00	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Building Services Division	02/12/2008	02/12/2008
WC	03/28/2008	85996	2 WEEKS TTD	\$764.22	Payment	TTD Temp Total Disability	Indemnity	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Road Construction	03/19/2008	03/31/2008
WC	03/28/2008	85997		\$60.80	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	01/28/2008	01/28/2008
WC	03/28/2008	85998		\$12.00	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Fire And Rescue Division	09/02/2007	09/02/2007
WC	03/28/2008	85999		\$97.00	Payment	MD Doctor Bill	Medical	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Road Construction	02/08/2008	02/08/2008
WC	03/28/2008	86000		\$352.86	Payment	IM Impairment Income benefit	Indemnity	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Building Services Division	03/19/2008	03/31/2008
WC	03/31/2008	86001		\$265.10	Payment	MT Transportation	Medical	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Road Construction	03/11/2008	03/11/2008
WC	03/31/2008	86002		\$216.10	Payment	MT Transportation	Medical	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Road Construction	12/27/2007	12/27/2007
WC	03/31/2008	86003		\$143.39	Payment	DA DA	Legal	XXXXXXXXXXXXXXXXXXXX	Last Name, First Name	Employer Name	Road Construction	02/13/2008	02/21/2008



# Quarterly Reports





## WORKERS' COMPENSATION QUARTERLY STATUS REPORT

### CLAIMANT:

Employer:  
Employee:  
Claim No.:  
Date of Accident:

Date of Hire:  
AWW:  
C/R:  
SIR:

### DESCRIPTION OF ACCIDENT:

### INJURIES/TREATMENT:

### WORK STATUS:

### ATTORNEYS:

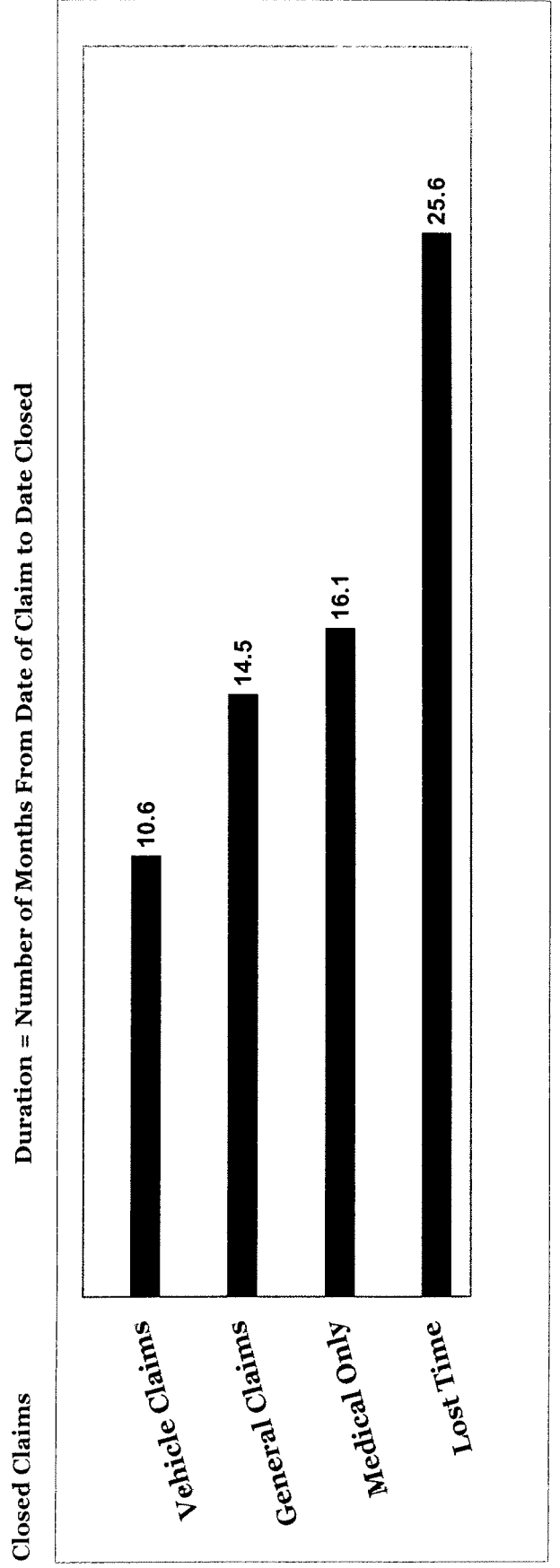
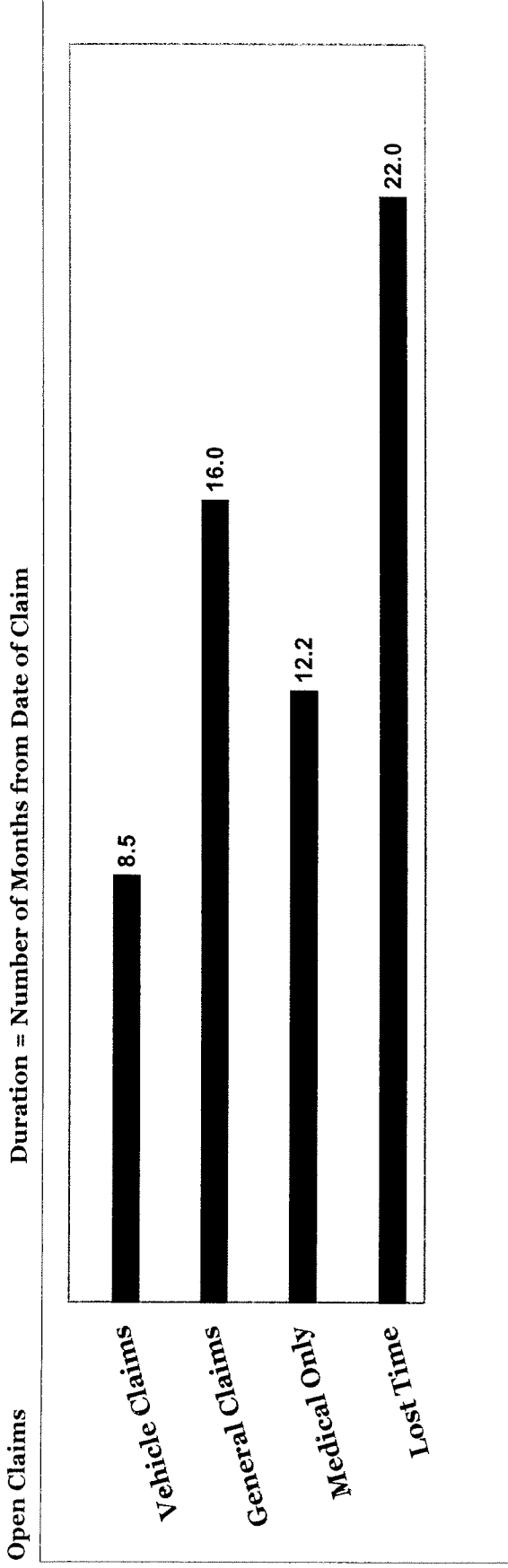
### THEORIES OF LIABILITY:

### NEGOTIATIONS:

### PLAN OF ACTION:

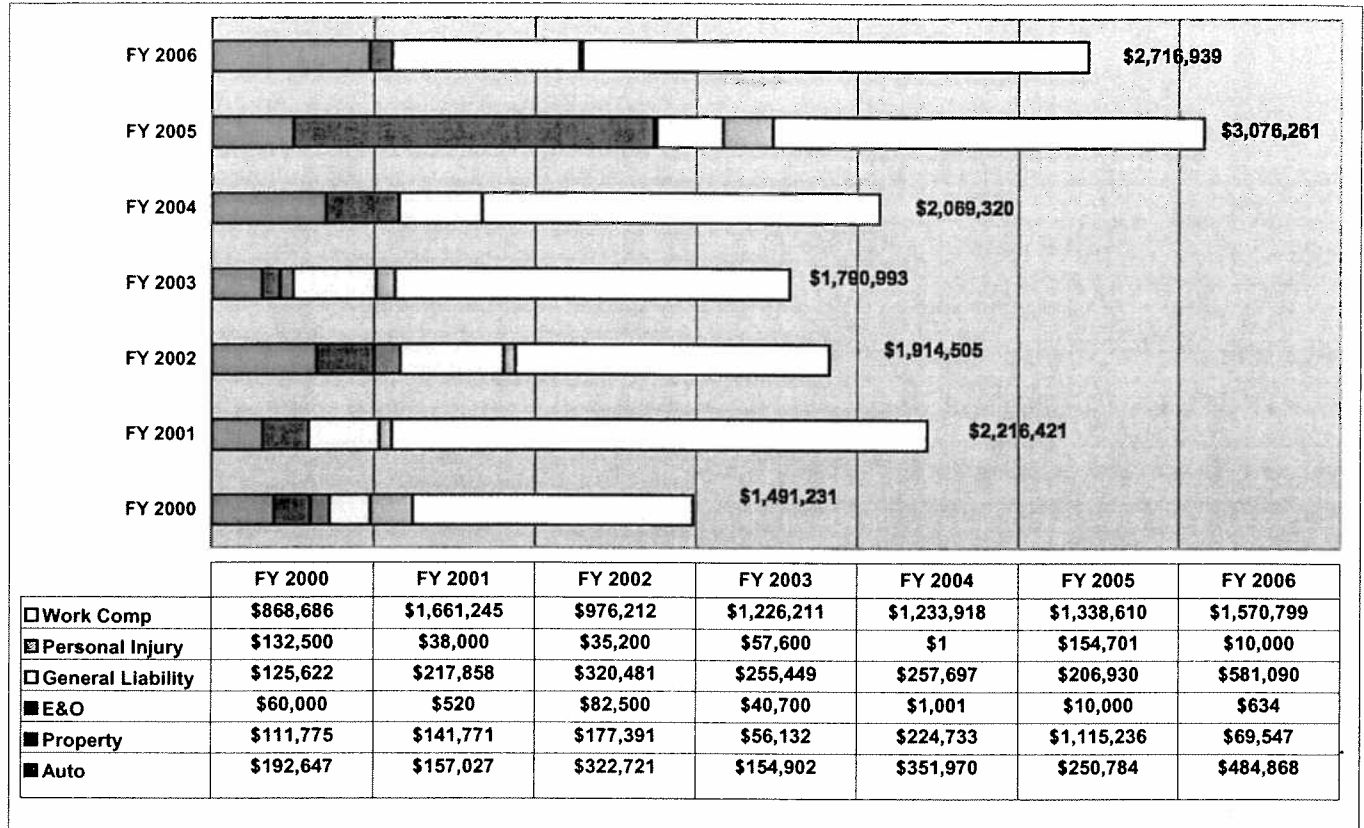
# Annual Reports

# Client Name - 7 Year Average Claim Duration

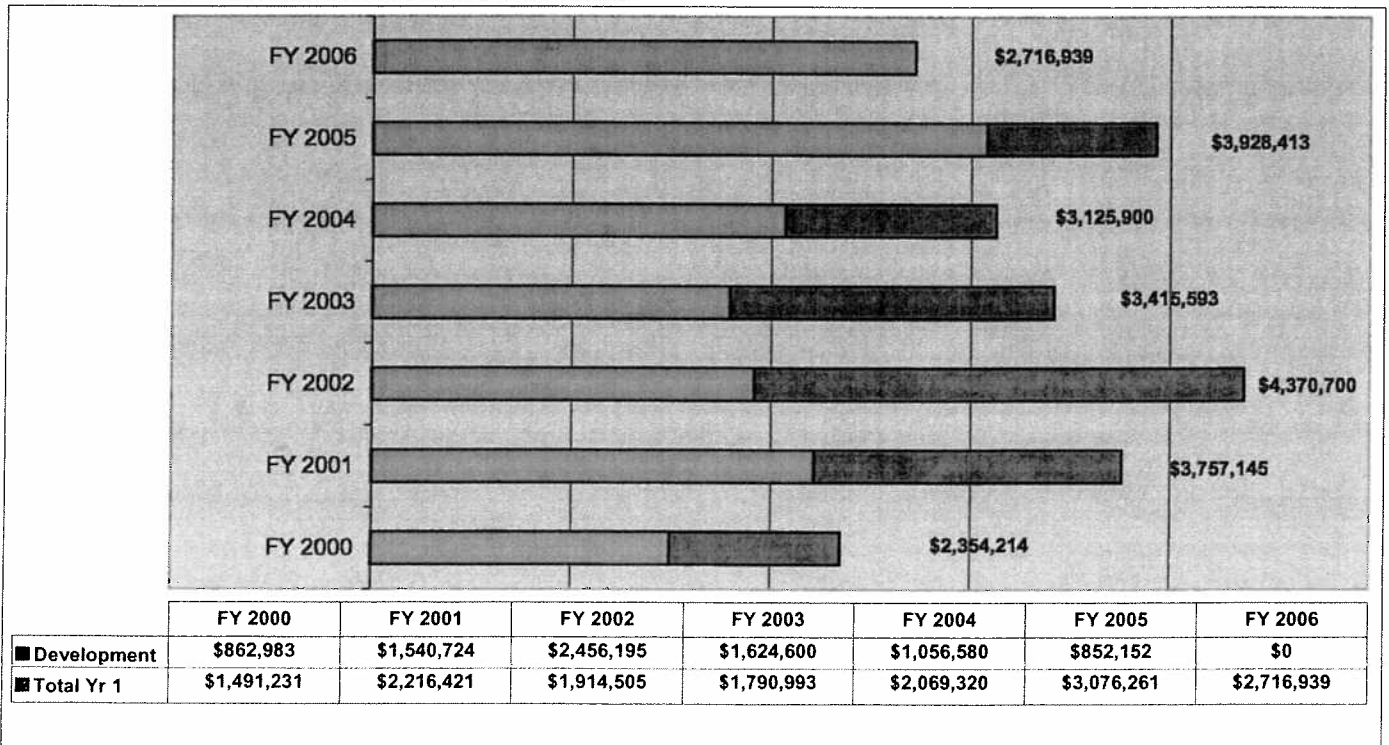


# Client Name- Development 7 Year Summary

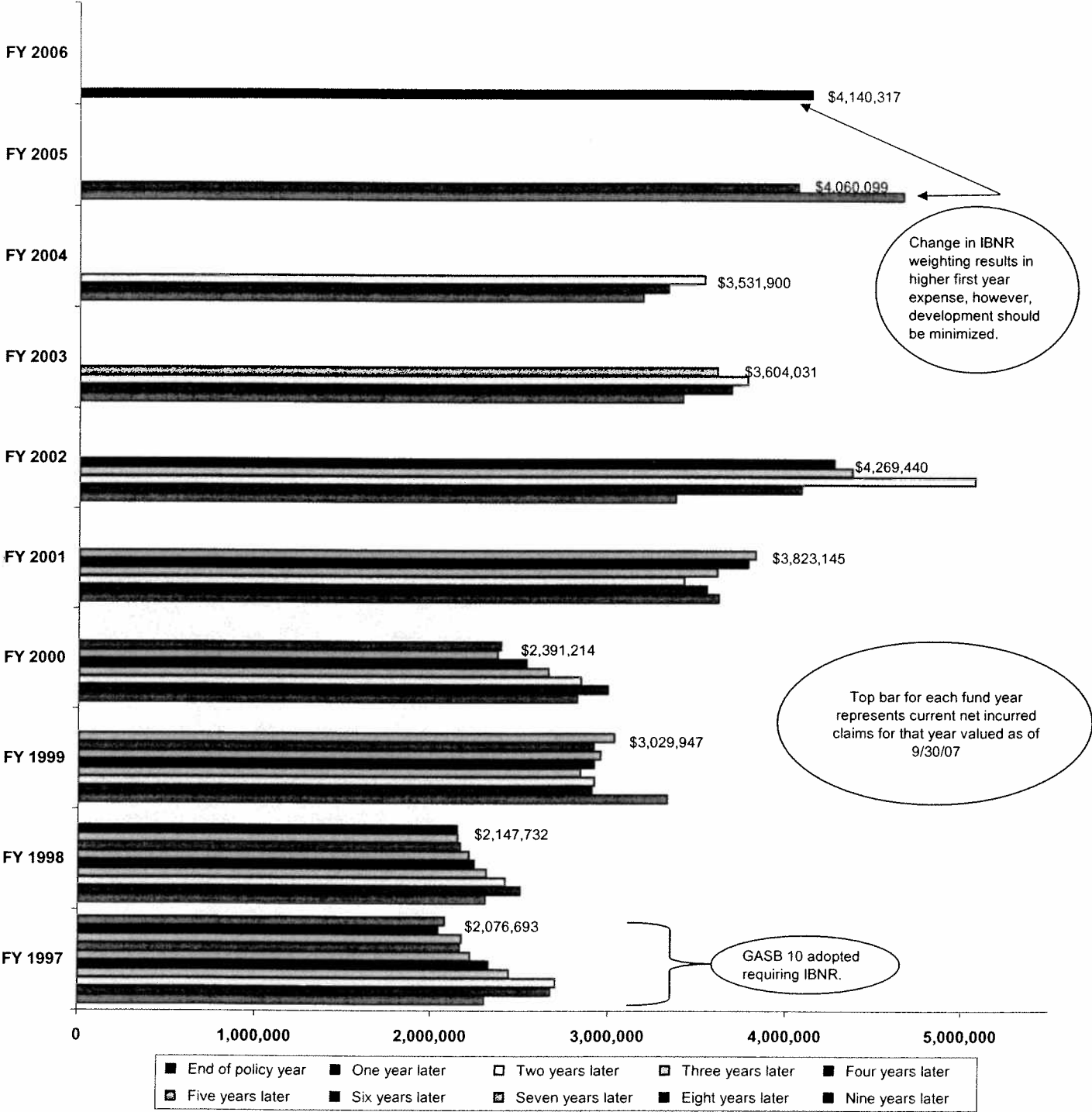
## Incurring Losses by Line (First Year of Development)



## Incurring Losses by Line (As of 09/30/07)



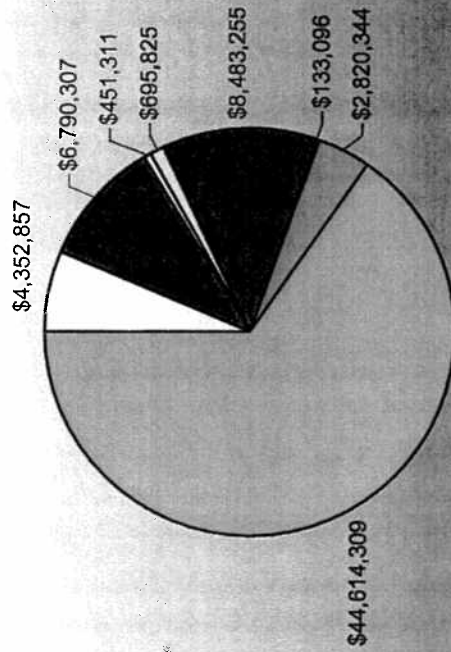
# Client Name- Development Schedule Inclusive of IBNR and Recoveries



# Client Name- Incurred Claim Losses Since Inception

## Incurred Losses by Line

TOTAL \$68,341,304

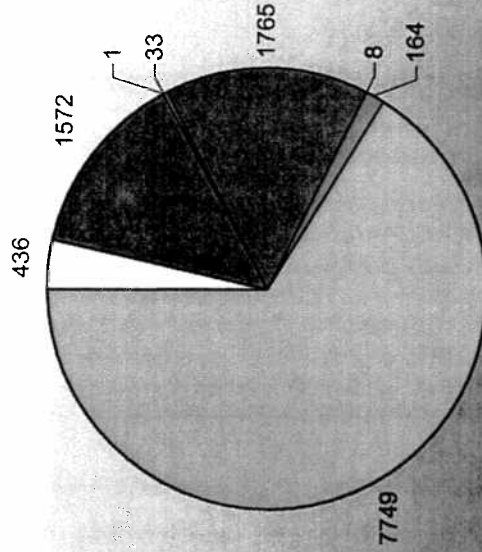


- ALL RISKS
- AUTOMOBILE
- CRIME
- PERSONAL INJURY
- WORKERS' COMPENSATION
- GENERAL LIABILITY
- INVERSE CONDEMNATION
- ERRORS & OMISSIONS

Note: Amounts do not include IBNR (i.e. expected future development)

## Incurred Claims by Line

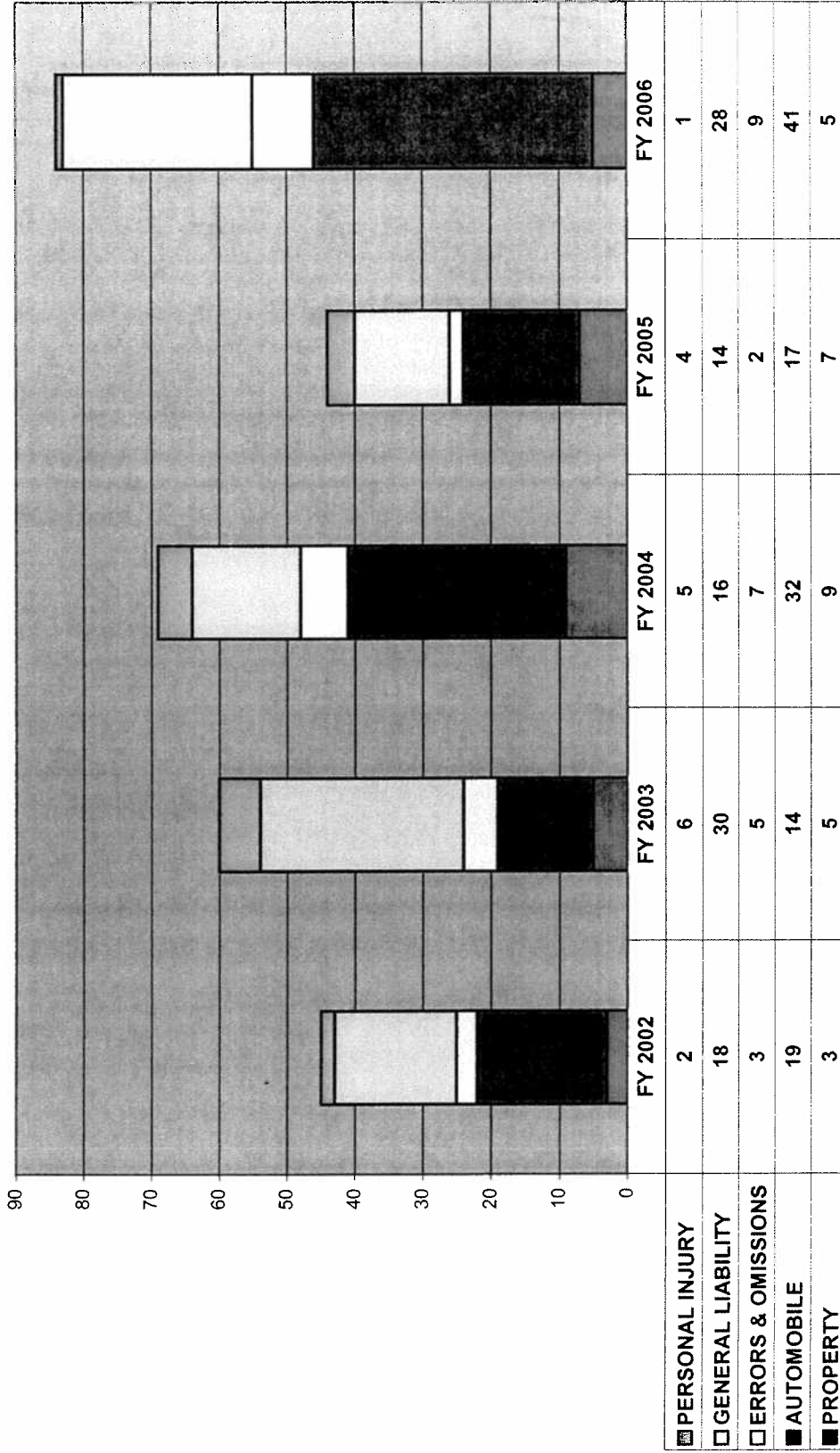
TOTAL 11,728



- ALL RISKS
- AUTOMOBILE
- CRIME
- PERSONAL INJURY
- WORKERS' COMPENSATION
- GENERAL LIABILITY
- INVERSE CONDEMNATION
- ERRORS & OMISSIONS

The above total excludes Hurricane Claims and claims with no incurred loss.

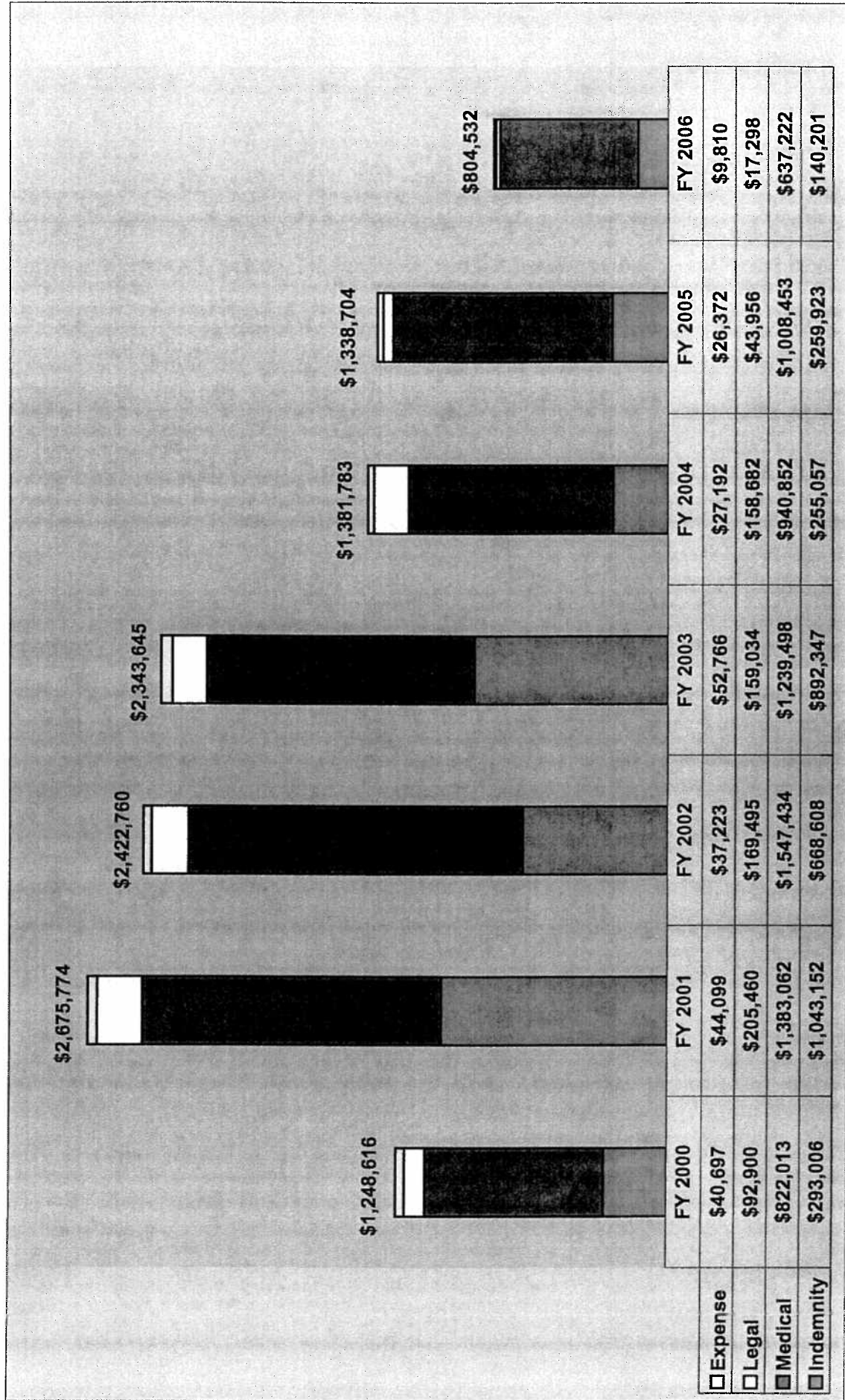
# Client Name- Property Casualty Total Claims Incurred by Line of Business for the Last 5 Years



Excludes hurricane claims.  
Only includes claims with an incurred loss.



# Client Name- Work Comp Payment Summary by Fund Year





# Ad-Hoc/Analysis Reports

**Loss Triangle (Incurred)**  
**Client Name:**  
**All Claims As Of 12/31/2007**

Fiscal Year	12 months	24 months	36 months	48 months	60 months	72 months	84 months	96 months	108 months	120 months
1998	1,236,839.41	2,156,524.44	2,277,401.49	2,292,151.63	2,288,332.00	2,298,328.65	2,333,491.13	2,360,604.18	2,360,604.18	2,360,604.18
1999	1,188,792.42	2,152,730.70	2,279,635.27	2,330,164.59	2,518,612.57	2,561,681.61	2,910,481.61	3,128,670.41	3,188,887.20	0.00
2000	1,344,054.39	1,929,941.72	2,096,579.35	2,233,221.44	2,402,721.59	2,684,077.78	2,712,077.78	2,799,777.78	0.00	0.00
2001	1,213,152.48	1,793,581.00	1,936,116.82	1,991,325.66	2,003,153.43	2,002,814.44	2,002,814.44	0.00	0.00	0.00
2002	688,293.01	1,433,260.98	1,890,564.73	1,925,569.73	1,922,137.42	1,918,372.06	0.00	0.00	0.00	0.00
2003	1,033,118.29	1,531,686.88	1,825,456.52	1,739,182.51	1,738,525.51	0.00	0.00	0.00	0.00	0.00
2004	430,223.06	691,686.93	692,063.01	677,286.77	0.00	0.00	0.00	0.00	0.00	0.00
2005	1,032,096.47	1,448,216.56	1,326,409.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2006	496,566.43	433,801.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2007	483,760.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

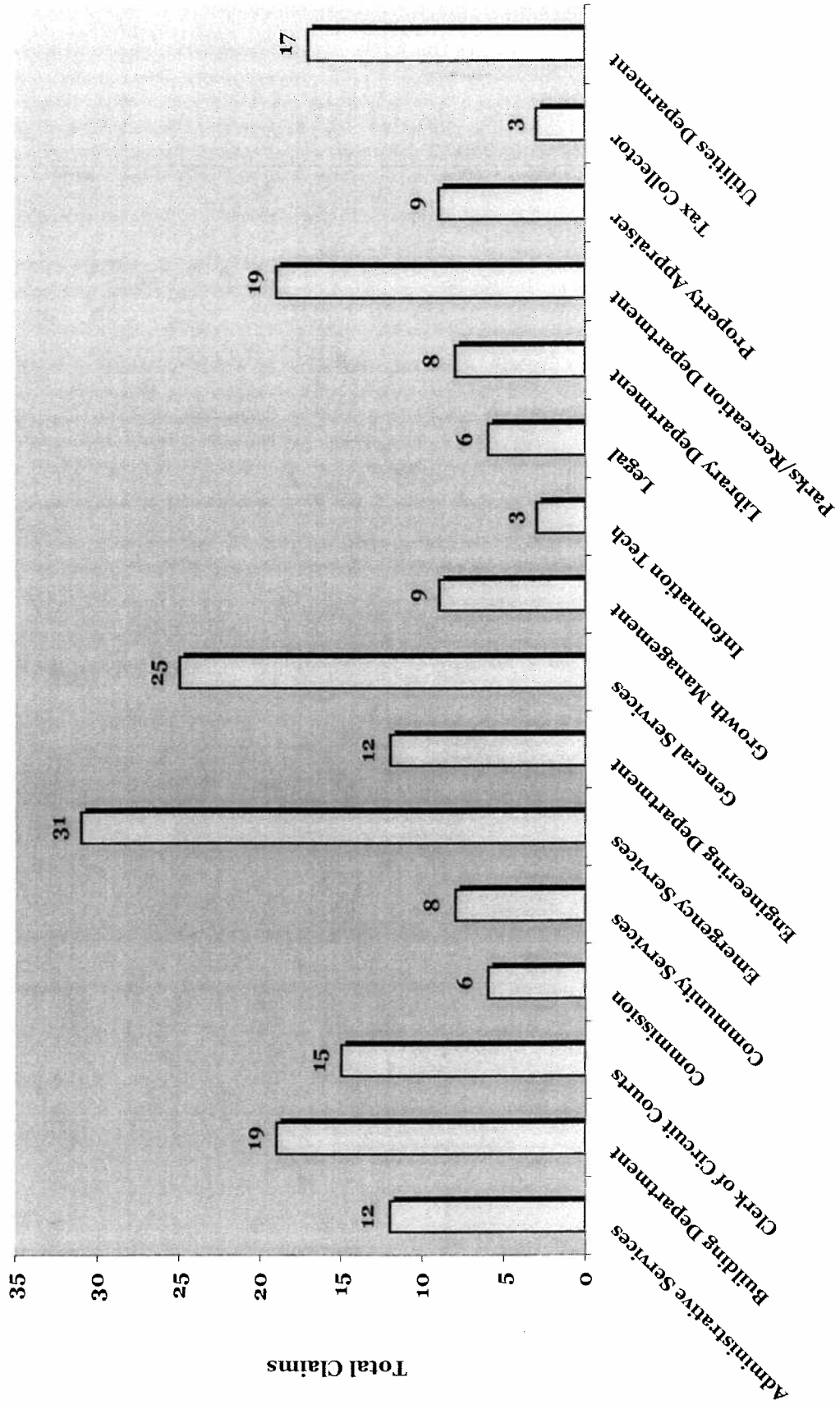
# ModMaster Reports

# ModMaster

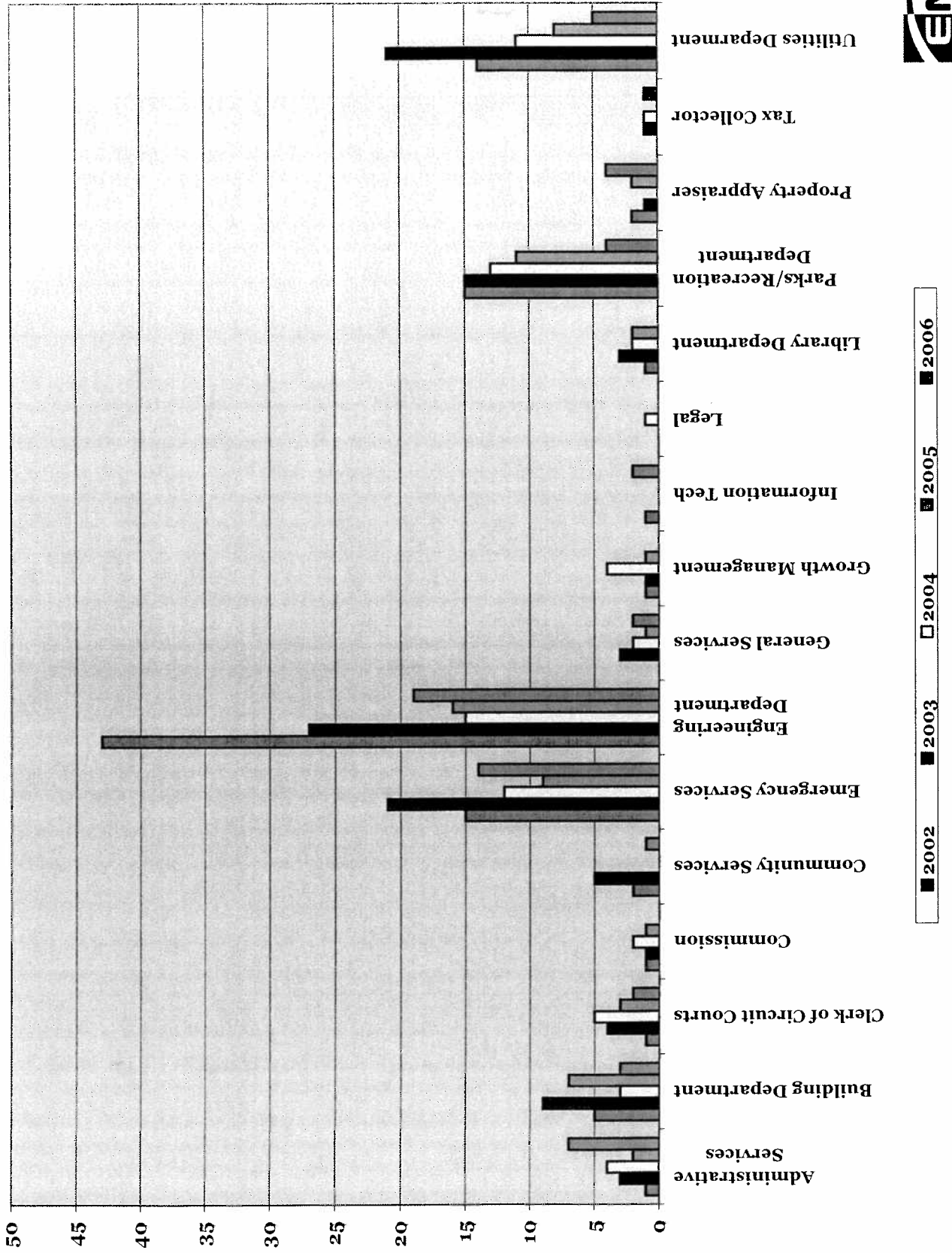
The workers compensation modification factor can often be an overlooked or misunderstood element of an employer's workers compensation policy. While most employers realize that a lower workers compensation mod (also called the *experience rating factor*, *ex-mod*, or *x-mod*) is somehow a good thing, many do not make the connection between this number and their premium costs. Others do not realize that a mod of 1.0 is just average, and they may have considerable opportunities for saving on their workers compensation premiums. Utilizing ModMaster, we can:

- accurately project the experience rating factor before it is promulgated by the bureau
- identify the minimum mod possible and calculate the controllable mod, thus showing how much money could be saved in premiums
- analyze losses to show what specific losses cost in increased premiums
- better communicate the factors affecting the mod and illustrate the value of loss control and loss prevention services
- anticipate client concerns, such as a significant change in payroll or loss trends which may impact the mod for several years
- increase accuracy of cost allocation and risk management decisions
- forecast the mod for the next policy period
- compute and verify the accuracy of mods

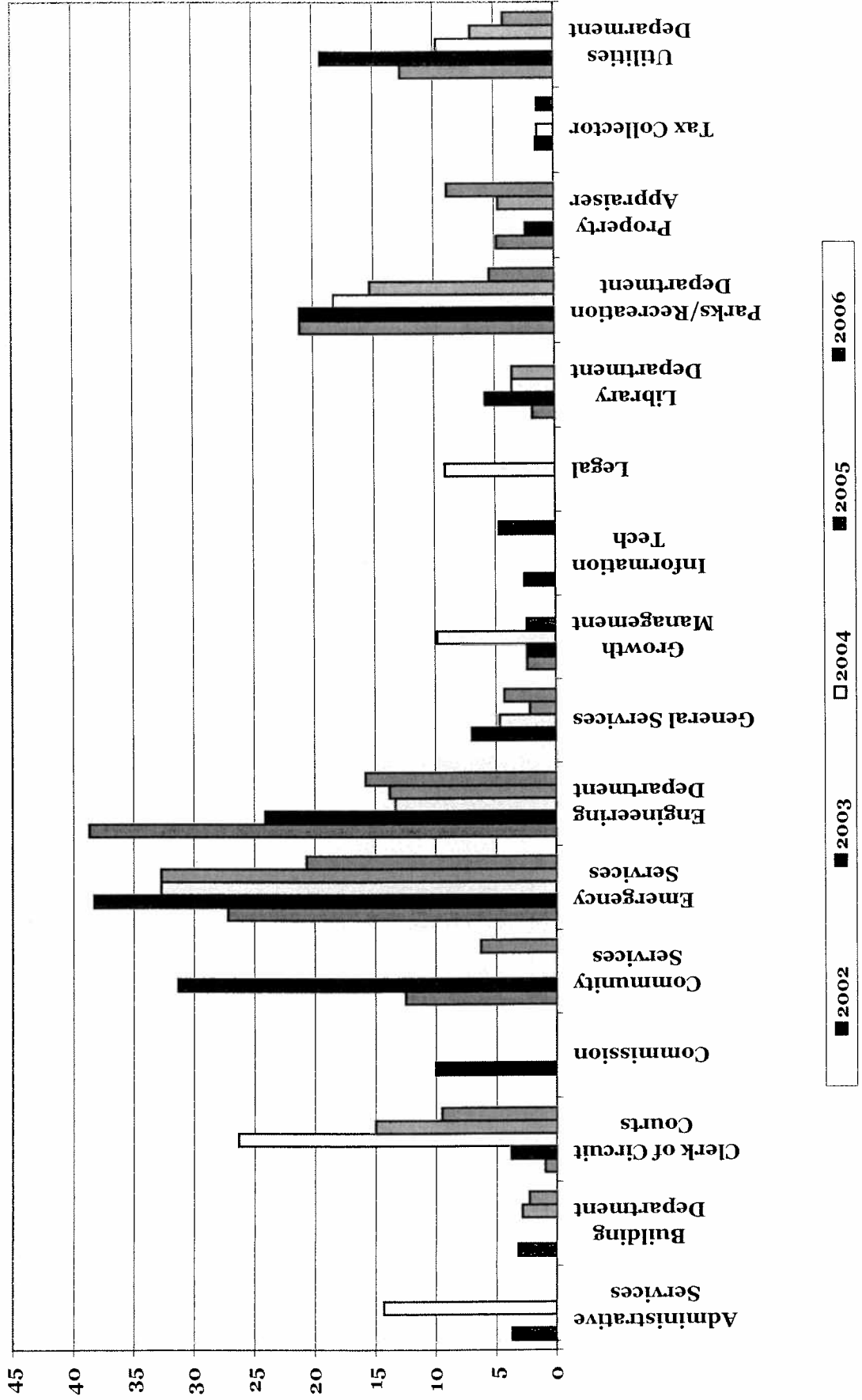
**Client Name- Total Claims by Department  
 FY2002-2006 As Of 12/31/2006**



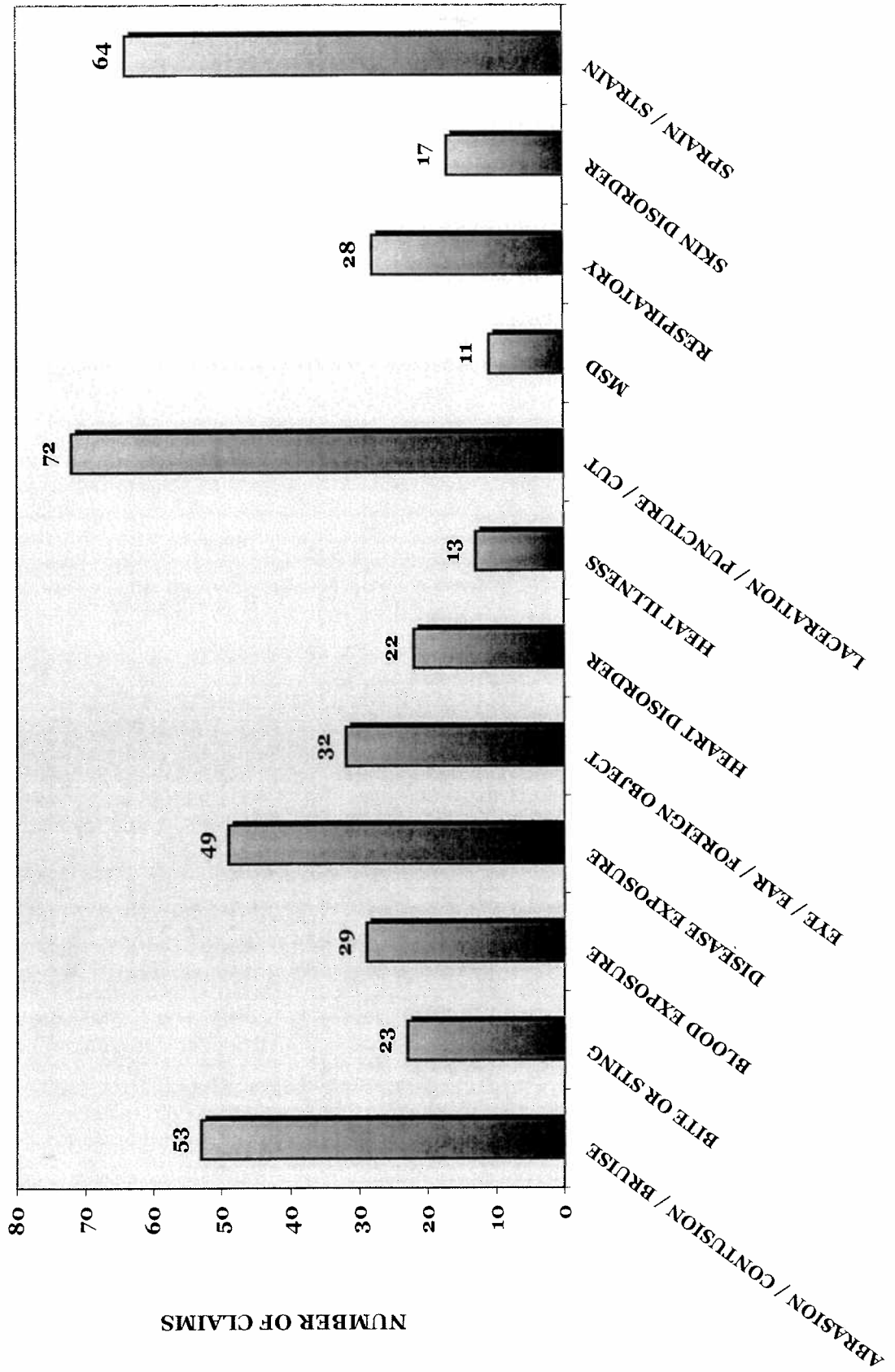
**Client Name- Claims by Department by Year  
 FY2002-2006 As Of 12/31/2006**



**Client Name- Claims Per 100 Employees by Department  
 FY2002-2006 As Of 12/31/2006**

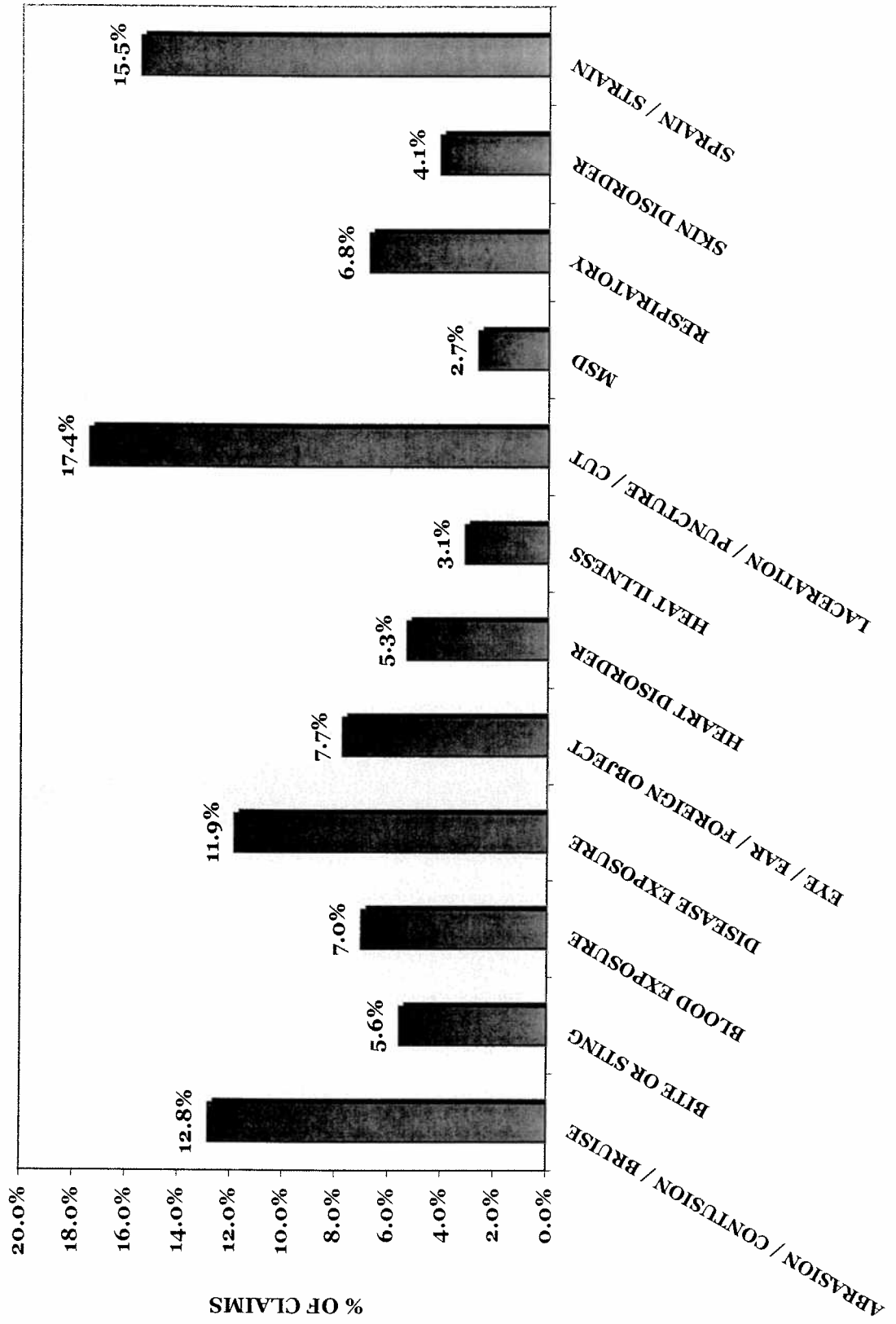


**Client Name- Injury Types All Departments  
 FY2002-2006 As of 12/31/2006**

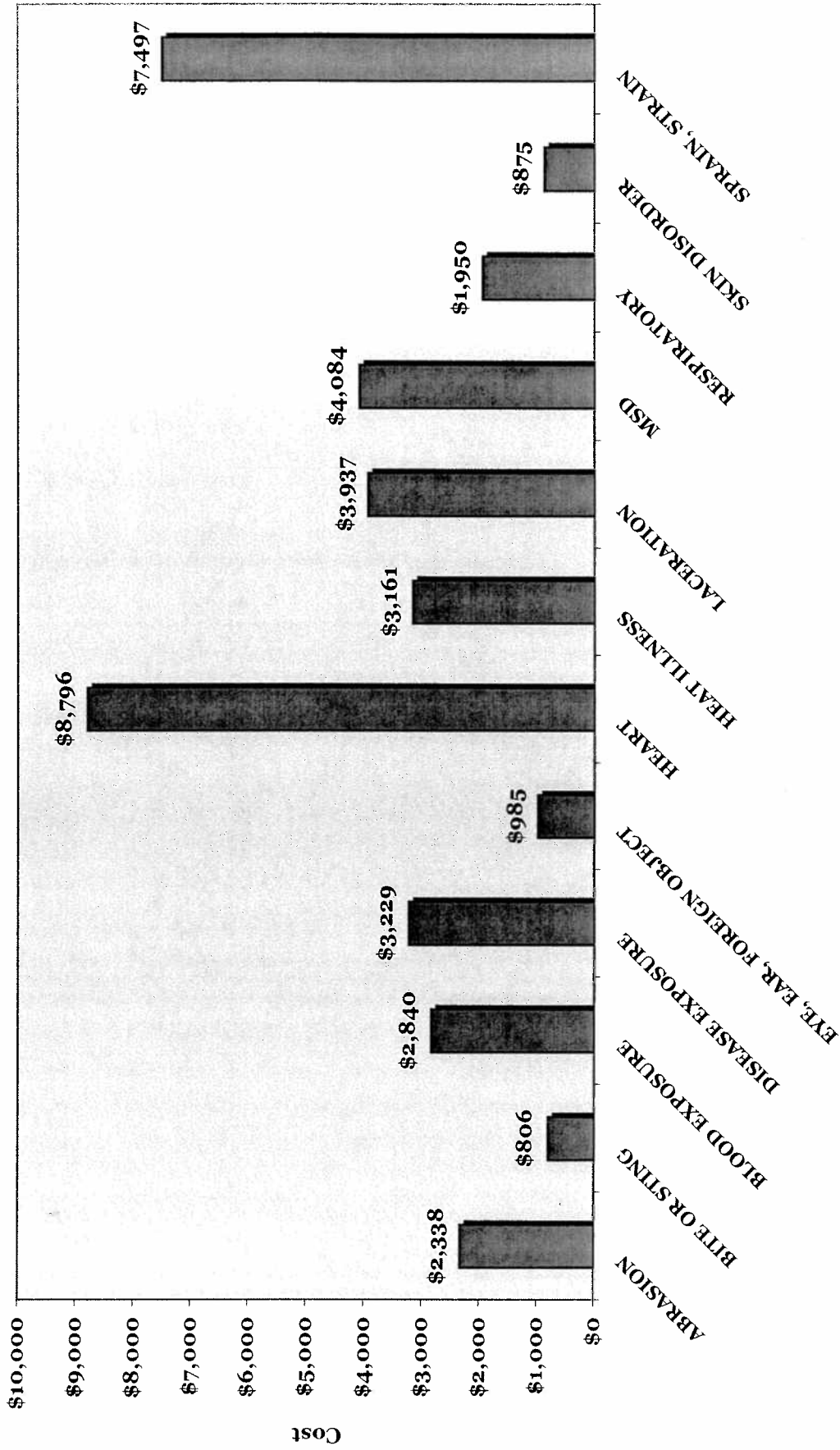




**Client Name- Injury Types by Percentage All Departments  
FY2002-FY2006 As of 12/31/2006**



**Client Name- Average Cost Per Injury Type  
FY 2002-2006 As Of 12/31/2006**



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**Aggregate Loss Sensitivity Analysis****XYZ Company**

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<b>Change in Aggregate Loss Amount</b>	<b>Estimated Mod</b>	<b>Estimated Premiums</b>
50% Loss Increase	1.46	\$914,409
20% Loss Increase	1.31	\$817,630
15% Loss Increase	1.28	\$801,500
10% Loss Increase	1.26	\$785,371
5% Loss Increase	1.23	\$769,241
*** NO CHANGE ***	1.20	\$750,000
5% Loss Decrease	1.18	\$736,981
10% Loss Decrease	1.15	\$720,851
15% Loss Decrease	1.13	\$704,721
20% Loss Decrease	1.10	\$688,592
50% Loss Decrease	0.95	\$591,813

Estimated premiums are based on the manual premium entered on the Company Setup page: \$625,000



**ModMaster Aggregate Loss Report**  
Prepared on 1/14/2008 at 11:46 AM

File XYZCompanyInc  
Update 07.15 applied  
Page 1

This is an ESTIMATE of your experience modification factor. Your actual factor is issued by the appropriate rating bureau.

# Workers Compensation Experience Rating Worksheet

Name **XYZ Company**

Effective Date **1/1/2008**

Control #

State **MULTI**

1	2	3	4	5	6	7	8	9	10	11
CODE	ELR	D-RATIO	PAYROLL	EXPECTED LOSSES	EXP.PRIM LOSSES	CLAIM DATA #	ID	POLICY DATE	ACT. INC. LOSSES	ACT. PRIM. LOSSES

**\*\*\*\* Illinois**

Policy Period: **01/01/2004 to 01/01/2005**

Policy #:

						1		1/1/04	12,550	5,000
						1			6,250	5,000
7380	4.270	0.14	1,550,000	66,185	9,266	8	Sm. losses		32,556	32,556
8017	1.280	0.17	325,000	4,160	707	2	Sm. losses	6	1,700	1,700
8021	2.310	0.16	1,630,000	37,653	6,024	1			5,150	5,000
8810	0.150	0.16	1,850,000	2,775	444	1			185,000	5,000
<b>Policy Period Totals</b>			<b>5,355,000</b>	<b>110,773</b>	<b>16,441</b>				<b>243,206</b>	<b>54,256</b>

Policy Period: **01/01/2005 to 01/01/2006**

Policy #:

						6	Sm. losses	1/1/05	27,150	27,150
						4	Sm. losses	6	3,200	3,200
7380	4.270	0.14	1,750,000	74,725	10,462	6	Sm. losses		27,150	27,150
8017	1.280	0.17	475,000	6,080	1,034	4	Sm. losses	6	3,200	3,200
8021	2.310	0.16	1,815,000	41,927	6,708	1			56,500	5,000
8810	0.150	0.16	2,250,000	3,375	540	1			24,500	5,000
<b>Policy Period Totals</b>			<b>6,290,000</b>	<b>126,107</b>	<b>18,744</b>				<b>111,350</b>	<b>40,350</b>

Policy Period: **01/01/2006 to 01/01/2007**

Policy #:

						4	Sm. losses	1/1/06	12,455	12,455
						3	Sm. losses	6	3,800	3,800
7380	4.270	0.14	2,250,000	96,075	13,451	4	Sm. losses		12,455	12,455
8017	1.280	0.17	500,000	6,400	1,088	3	Sm. losses	6	3,800	3,800
8021	2.310	0.16	2,375,000	54,863	8,778	1			17,500	5,000
8810	0.150	0.16	2,500,000	3,750	600	1			44,550	5,000
<b>Policy Period Totals</b>			<b>7,625,000</b>	<b>161,088</b>	<b>23,917</b>				<b>78,305</b>	<b>26,255</b>

**\*\*\*\* Tennessee**

Policy Period: **01/01/2004 to 01/01/2005**

Policy #:

						1		1/1/04	7,200	5,000
						6	Sm. losses		27,110	27,110
8021	1.240	0.17	1,100,000	13,640	2,319	6	Sm. losses		27,110	27,110
8810	0.180	0.17	150,000	270	46	5	Sm. losses	6	3,550	3,550
<b>Policy Period Totals</b>			<b>1,250,000</b>	<b>13,910</b>	<b>2,365</b>				<b>37,860</b>	<b>35,660</b>

Policy Period: **01/01/2005 to 01/01/2006**

Policy #:

						1		1/1/05	26,750	5,000
						2	Sm. losses		7,250	7,250
8021	1.240	0.17	1,350,000	16,740	2,846	2	Sm. losses		7,250	7,250
8810	0.180	0.17	175,000	315	54	3	Sm. losses	6	3,250	3,250
<b>Policy Period Totals</b>			<b>1,525,000</b>	<b>17,055</b>	<b>2,900</b>				<b>37,250</b>	<b>15,500</b>

Policy Period: **01/01/2006 to 01/01/2007**

Policy #:

						1		1/1/06	8,500	5,000
						9	Sm. losses		17,580	17,580
8021	1.240	0.17	1,500,000	18,600	3,162	9	Sm. losses		17,580	17,580
8810	0.180	0.17	250,000	450	77	4	Sm. losses	6	4,200	4,200
<b>Policy Period Totals</b>			<b>1,750,000</b>	<b>19,050</b>	<b>3,239</b>				<b>30,280</b>	<b>26,780</b>

**ModMaster Bureau-Type Report**  
Prepared on 1/14/2008 at 11:47 AM

File **XYZCompanyInc**  
Update 07.15 applied

Page 1

# Workers Compensation Experience Rating Worksheet

Name **XYZ Company**

Effective Date **1/1/2008**

Control #

State **MULTI**

1	2	3	4	5	6	7	8	9	10	11
CODE	ELR	D-RATIO	PAYROLL	EXPECTED LOSSES	EXP.PRIM LOSSES	CLAIM DATA # ID	IJ	POLICY DATE	ACT. INC. LOSSES	ACT. PRIM. LOSSES

		<i>(D) - (E)</i>				<i>(H) - (I)</i>				
	0.25		380,377	447,983	67,606	339,450		74,871	524,461	185,011
	"W" VALUE		EXPECTED EXCESS	TOTAL EXPECTED	TOTAL EXP. PRIM.	ACTUAL EXCESS		"B" VALUE	TOTAL ACTUAL	TOTAL ACT. PRIM.
	A	B	C	D	E	F		G	H	I

# Limited loss.

S Subrogation or other special loss.

	11	12	13	14	
Experience Modification Calculation	PRIMARY LOSSES	STABILIZING VALUE	RATABLE EXCESS	ADJUSTED TOTALS	15
	<i>(I)</i>	<i>(C) X (1-W) + (G)</i>	<i>(A) X (F)</i>	<i>J</i>	EXP. MOD
16 ARAP 1.18 if applicable	185,011	360,154	84,863	630,027	<i>(J) / (K)</i>
	<i>(E)</i>	<i>(C) X (1-W) + (G)</i>	<i>(A) X (C)</i>	<i>K</i>	1.20
	67,606	360,154	95,094	522,854	

\* Rating reflects a decrease of 70% medical only primary and excess loss dollars where ERA is applied, reflected only in totals (F), (H) & (I).

The ARAP surcharge shown is for those states in the rating that have approved the ARAP program. It was calculated based on the general interstate formula and maximum, however, the maximum surcharge may vary by state.

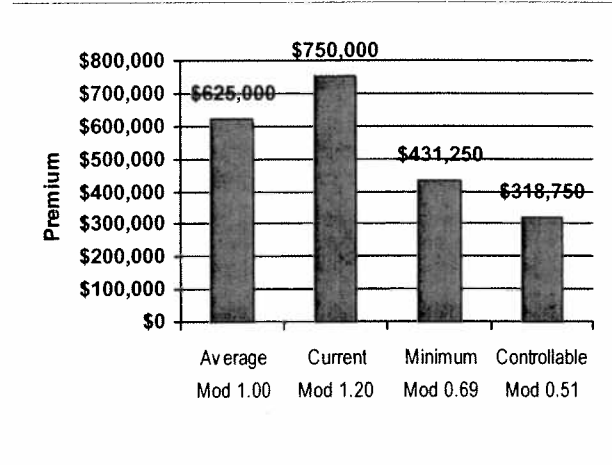


Effective Date: 1/1/2008

**The Key Numbers**

Total Expected Losses	\$447,983
Total Expected Primary Losses	\$67,606
Total Expected Excess Losses	\$380,377
Total Unlimited Losses	\$538,251
Total Limited/Adjusted Losses	\$524,461
Total Actual Primary Losses	\$185,011
Total Actual Excess Losses	\$339,450
Computed Ballast Value	74871
Computed Weighting Value	0.25
<b>Modification Factor</b>	<b>1.20</b>
ARAP Factor	1.18

**Mod Breakdown**

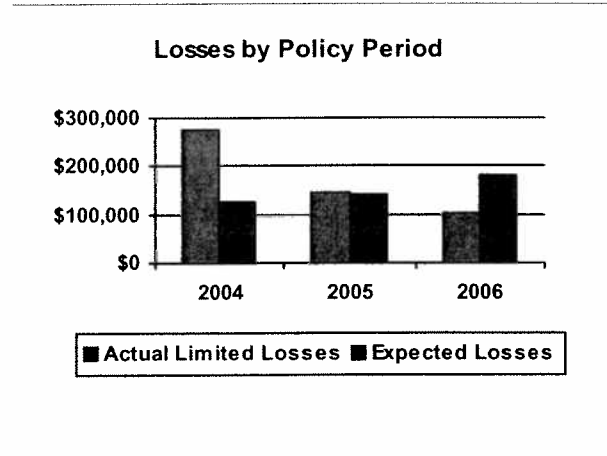


**Impact of Specific Losses**

Top Large Losses:

State	Date	Actual Loss	Impact on Mod	Mod w/o Loss
IL	12/13/2004	\$185,000	0.0957	1.1093
IL	11/14/2005	\$56,500	0.0342	1.1708
IL	1/17/2006	\$44,550	0.0285	1.1765
TN	11/1/2005	\$26,750	0.0200	1.1850
IL	6/17/2005	\$24,500	0.0189	1.1861

**Actual vs. Expected Losses**



**The Mod Formula**

**The experience mod formula:**

Actual Primary Losses	+	Ballast Value	+	Weighting Value	X	Actual Excess Losses	+	( 1 - Weighting Value )	X	Expected Excess Losses
Expected Primary Losses	+	Ballast Value	+	Weighting Value	X	Expected Excess Losses	+	( 1 - Weighting Value )	X	Expected Excess Losses
										= The Mod

**The experience mod calculation with your data:**

\$185,011	+	74,871	+	0.25	X	\$339,450	+	( 1 - 0.25 )	X	\$380,377
\$67,606	+	74,871	+	0.25	X	\$380,377	+	( 1 - 0.25 )	X	\$380,377
										= 1.20



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## Ratio Analysis

XYZ Company

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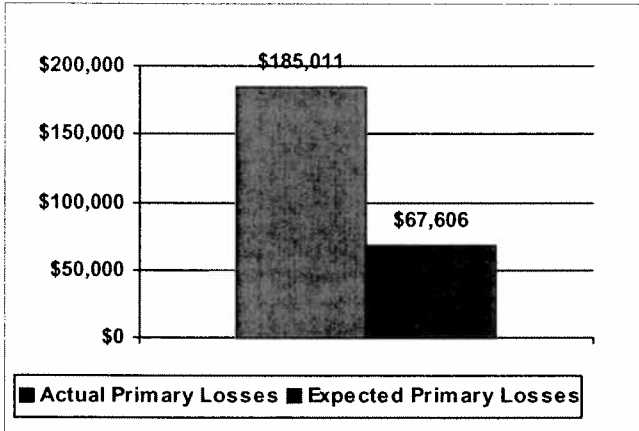
Effective Date: 1/1/2008

Modification Factor: 1.20

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### Frequency of Loss Analysis

Ratio of actual primary losses to expected primary losses: 274.0%

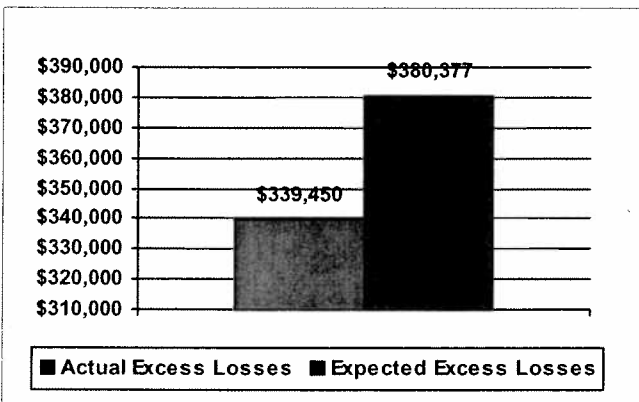


Your company has experienced a level of primary losses that greatly exceeds what is expected. This should demand your immediate attention. Excessive primary losses may indicate a significant problem in your operations and a significant opportunity to lower costs. You should seek the advice of an insurance consultant or loss control expert. This high ratio indicates that your company's workers' compensation frequency greatly exceeds the average company with similar operations.

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### Severity of Loss Analysis

Ratio of actual excess losses to expected excess losses: 89.0%



Your company has experienced less excess losses than expected. This indicates effective control over loss severity. Keep up the good work!



ModMaster Ratio Analysis

Prepared on 1/14/2008 at 11:49 AM

File XYZCompanyInc

Update 07.15 applied

Page 1

This is an ESTIMATE of your experience modification factor. Your actual factor is issued by the appropriate rating bureau.

**Specific Loss Sensitivity Analysis****XYZ Company***Premium cost estimates based on manual premium of \$625,000.*

State	Date	Actual Loss	Limited or Adjusted	Mod w/o Loss	Impact on Mod	Premium Costs		
						1 yr	2 yr	3 yr
<b>Itemized/Large Losses</b>								
IL	12/13/2004	\$185,000	\$185,000	1.1026	0.0956	\$59,750	\$119,500	\$179,250
IL	11/14/2005	\$56,500	\$56,500	1.1640	0.0342	\$21,375	\$42,750	\$64,125
IL	1/17/2006	\$44,550	\$44,550	1.1698	0.0284	\$17,750	\$35,500	\$53,250
TN	11/1/2005	\$26,750	\$26,750	1.1783	0.0199	\$12,438	\$24,876	\$37,314
IL	6/17/2005	\$24,500	\$24,500	1.1793	0.0189	\$11,813	\$23,626	\$35,439
IL	5/14/2006	\$17,500	\$17,500	1.1827	0.0155	\$9,688	\$19,376	\$29,064
IL	7/8/2004	\$12,550	\$12,550	1.1851	0.0131	\$8,188	\$16,376	\$24,564
TN	12/2/2006	\$8,500	\$8,500	1.1870	0.0112	\$7,000	\$14,000	\$21,000
TN	6/15/2004	\$7,200	\$7,200	1.1876	0.0106	\$6,625	\$13,250	\$19,875
IL	3/5/2004	\$6,250	\$6,250	1.1881	0.0101	\$6,313	\$12,626	\$18,939
IL	12/15/2004	\$5,150	\$1,545	1.1953	0.0029	\$1,812	\$3,624	\$5,436
<b>Minor/Small Losses</b>								
IL	1/1/2004	\$32,556	\$32,556	1.1360	0.0622	\$38,875	\$77,750	\$116,625
IL	1/1/2005	\$27,150	\$27,150	1.1463	0.0519	\$32,438	\$64,876	\$97,314
TN	1/1/2004	\$27,110	\$27,110	1.1464	0.0518	\$32,375	\$64,750	\$97,125
TN	1/1/2006	\$17,580	\$17,580	1.1646	0.0336	\$21,000	\$42,000	\$63,000
IL	1/1/2006	\$12,455	\$12,455	1.1744	0.0238	\$14,875	\$29,750	\$44,625
TN	1/1/2005	\$7,250	\$7,250	1.1844	0.0138	\$8,625	\$17,250	\$25,875
TN	1/1/2006	\$4,200	\$1,260	1.1958	0.0024	\$1,500	\$3,000	\$4,500
IL	1/1/2006	\$3,800	\$1,140	1.1961	0.0021	\$1,313	\$2,626	\$3,939
TN	1/1/2004	\$3,550	\$1,065	1.1962	0.0020	\$1,250	\$2,500	\$3,750
IL	1/1/2005	\$3,200	\$960	1.1964	0.0018	\$1,125	\$2,250	\$3,375
TN	1/1/2005	\$3,250	\$975	1.1964	0.0018	\$1,125	\$2,250	\$3,375
IL	1/1/2004	\$1,700	\$510	1.1973	0.0009	\$563	\$1,126	\$1,689



**ModMaster Specific Loss Report**  
 Prepared on 1/18/2008 at 8:12 AM

*File XYZCompanyInc*  
*Update 08.01 applied*  
 Page 1

*This is an ESTIMATE of your experience modification factor. Your actual factor is issued by the appropriate rating bureau.*



State	Date	Actual Loss	Limited or Adjusted	Mod w/o Loss	Impact on Mod	Premium Costs		
						1 yr	2 yr	3 yr
<b>Grand totals</b>		\$538,251	\$520,856		0.5085	\$317,813	\$635,626	\$953,439



**ModMaster Specific Loss Report**  
 Prepared on 1/18/2008 at 8:12 AM

*File XYZCompanyInc*  
*Update 08.01 applied*  
 Page 2

*This is an ESTIMATE of your experience modification factor. Your actual factor is issued by the appropriate rating bureau.*

**Specific Large Loss Sensitivity Analysis****XYZ Company***Premium cost estimates based on manual premium of \$625,000.*

Loss Identifier	State	Date	Actual Loss	Limited or Adjusted	Impact on Mod	Premium Costs		
						1 yr	2 yr	3 yr
Frank Smith	IL	12/13/2004	\$185,000	\$185,000	0.0957	\$59,812	\$119,624	\$179,436
Nick Jones	IL	11/14/2005	\$56,500	\$56,500	0.0342	\$21,375	\$42,750	\$64,125
Lloyd Banks	IL	1/17/2006	\$44,550	\$44,550	0.0285	\$17,813	\$35,626	\$53,439
Amanda DeCaprio	TN	11/1/2005	\$26,750	\$26,750	0.0200	\$12,500	\$25,000	\$37,500
Jeff Pells	IL	6/17/2005	\$24,500	\$24,500	0.0189	\$11,813	\$23,626	\$35,439
Ken Hays	IL	5/14/2006	\$17,500	\$17,500	0.0156	\$9,750	\$19,500	\$29,250
Frank Smith	IL	7/8/2004	\$12,550	\$12,550	0.0132	\$8,250	\$16,500	\$24,750
Maxwell Spencer	TN	12/2/2006	\$8,500	\$8,500	0.0113	\$7,063	\$14,126	\$21,189
Tony Wells	TN	6/15/2004	\$7,200	\$7,200	0.0106	\$6,625	\$13,250	\$19,875
Frank Smith	IL	3/5/2004	\$6,250	\$6,250	0.0102	\$6,375	\$12,750	\$19,125
John Cooper	IL	12/15/2004	\$5,150	\$5,150	0.0097	\$6,063	\$12,126	\$18,189
<b>Grand totals</b>			<b>\$394,450</b>	<b>\$394,450</b>	<b>0.2679</b>	<b>\$167,437</b>	<b>\$334,874</b>	<b>\$502,311</b>

*This report shows large/itemized losses only. For a similar report that includes small/grouped losses, request the Specific Loss Report.*



**ModMaster Specific Large Loss Report**  
Prepared on 1/14/2008 at 11:50 AM

*File XYZCompanyInc*  
*Update 07.15 applied*  
**Page 1**

*This is an ESTIMATE of your experience modification factor. Your actual factor is issued by the appropriate rating bureau.*

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**Modification Calculation Summary**

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**XYZ Company**

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	Effective Date	1/1/2008
EXPECTED LOSSES	Total Expected Losses	\$447,983
	Total Expected Primary Losses	\$67,606
	Total Expected Excess Losses	\$380,377
ACTUAL LOSSES	Total Unlimited Losses	\$538,251
	Total Limited/Adjusted Losses	\$524,461
	Total Actual Primary Losses	\$185,011
	Total Actual Excess Losses	\$339,450
COMPUTED FACTORS	Computed Ballast Value	74,871
	Computed Weighting Value	0.25
	<b>Modification Factor</b>	<b>1.20</b>
	ARAP Factor	1.18

**The Experience Modification Formula**

Actual Primary Losses	+	Ballast Value	+	Weighting Value X Actual Excess Losses	+	(1 - Weighting Value) X Expected Excess Losses
Expected Primary Losses	+	Ballast Value	+	Weighting Value X Expected Excess Losses	+	(1 - Weighting Value) X Expected Excess Losses

**The Experience Modification Calculation**

\$185,011	+	74,871	+	0.25	X	\$339,450	+	(1 - 0.25)	X	\$380,377	=	1.20
\$67,606	+	74,871	+	0.25	X	\$380,377	+	(1 - 0.25)	X	\$380,377		

**Minimum Modification Factor (Mod with No Losses)**

\$0	+	74,871	+	0.25	X	0	+	(1 - 0.25)	X	\$380,377	=	0.69
\$67,606	+	74,871	+	0.25	X	\$380,377	+	(1 - 0.25)	X	\$380,377		

**ModMaster Summary Report**  
Prepared on 1/14/2008 at 11:51 AMFile XYZCompanyInc  
Update 07.15 applied  
Page 1

This is an ESTIMATE of your experience modification factor. Your actual factor is issued by the appropriate rating bureau.

## EXHIBIT - C

### Fee For Service

<u>Line of Service</u>	<u>Cost Per Claim</u>	<u>Cost Per Run-Off Claim</u>
<u>General Liability</u>		
Bodily Injury	\$700.00	\$400.00
Property Damage	\$700.00	\$400.00
<u>Automobile Liability</u>		
Bodily Injury	\$650.00	\$350.00
Property Damage	\$650.00	\$350.00
<u>Public Officials Liability</u>	\$700.00	\$400.00
<u>Police Professional Liability</u>	\$700.00	\$400.00
<u>Workers' Compensation</u>		
Medical Only	\$150.00	\$100.00
Indemnity	\$950.00	\$475.00