

Request for Proposals



City of Minneapolis
Finance & Property Services Department
Risk Management & Claims Division

Claims Adjuster Services
RFP 2016-119 Issue Date: August 16, 2016

Proposals Due by: September 2, 2016, by Noon CDT

August 16, 2016

To All Interested Parties:

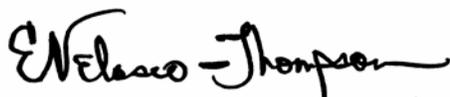
Attached is a Request for Proposal (RFP) for Claims Adjuster Services.

These services are needed for a short term duration at the City, at a downtown location for Risk Management & Claims, 330-2nd Avenue South, Room 550, Minneapolis, MN, for the Finance & Property Services Department. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Please review the RFP for details.

Proposals are due by Friday, September 2, 2016 by Noon.

Thank you for your consideration.

Sincerely,



Ellen Velasco-Thompson, Director
Risk Management & Claims Division
Finance & Property Services Department

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REQUEST FOR PROPOSALS

for Claims Adjuster Services

- I. INVITATION:** It is the intention of the City to solicit proposals for ONE short-term (6 month) Workers' Compensation Claims Adjuster.

The City of Minneapolis (hereinafter referred to as the City) makes this Request for Proposals (hereinafter referred to as the RFP) in order to select ONE qualified Claims Adjuster (hereinafter referred to as the Consultant) for providing Workers' Compensation Claims Adjuster Service (hereinafter called the Project). The Project is generally described in the "Scope of Services" (Attachment B), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Consultant, City, and other parties involved in the Project.

Minneapolis self-insures and self-administers the City's Workers' Compensation exposures and manages its claims through one location. One seasoned adjuster is needed to handle all aspects of one claim load of approximately 120 lost time files and under 50 medical only claims. Risk Management & Claims has existing contracts for claims data software, medical bill review to reduce medical costs and utilize networks savings. There is an internal Return to Work Program, and a high level of collaboration with other internal areas such as Human Resources, Payroll, & Accounting. Internal counsel provides all representation through the City Attorney's Office.

- II. PROPOSAL DUE DATE and LOCATION:** The Consultant shall submit seven (7) copies of their proposals to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement
Request for Proposals for: **"Claims Adjuster Services"**
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

The submittal shall be made at or before **12:00 P.M. (Minneapolis Time), September 2, 2016.**

NOTE: Late Proposals may not be accepted.

One electronic copy of the proposal, may be sent by email to RFP.Responses@minneapolismn.gov

- III. PROPOSAL FORMAT:** The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section IV – "EVALUATION OF PROPOSALS".

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. Executive Summary - The Executive Summary should include a clear statement of the Consultant's understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, the identification of the proposed dedicated claims adjuster, a description of the responsibilities of the claims adjuster, their supervision, and a summary of the proposed services. Please identify the

Consultant's Project Manager name, email, and direct phone number. All contacts will be with this individual.

2. Scope of Services - Describe in detail how services will be provided onsite at the City. Include a detailed listing and description of tasks and deliverables. List specific areas you cannot provide.
3. Experience and Capacity - Describe background and related experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service. Describe years of experience with RiskMaster, MMSEA, electronic filings with the MN Dept. of Labor & Industry, Workers' Compensation Reinsurance Association filings, and scanning systems for digital storage.
4. References - List 3 references from other public entity contracts similar in size and scope, where you have provided claims adjusting services.
5. Personnel Listing - Show the involved individuals with resumes and specific applicable years of experience. Sub-consultants should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.
6. Cost/Fees - Indicate the proposed cost of service including a description of how costs were determined for a monthly flat fee and the payment billing schedule.
7. City's RFP Terms & Conditions – Ability to meet the defined Terms & Conditions. Please specify any deviations you wish to recommend and the proposed language for the contract.
8. Company Financial Information – Rating with the Better Business Bureau.
9. Completeness of Proposal in responding to all the areas defined within this RFP.

IV. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT: Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Finance & Property Services – Risk Management & Claims Division and other City staff assistance as they might require. The Evaluation Panel may select a "short list" of qualified Consultants who may be formally interviewed as part of the final selection, as deemed necessary by the City. Evaluations will be based on the required criteria listed in Section III "PROPOSAL FORMAT", and the following:

- A. Quality, thoroughness, and clarity of proposal.
- B. Qualifications and years & specific experience of staff (includes a review of references).
- C. How well the Scope of Services offered meets Department objectives.
- D. Financial responsibility and capacity of company.
- E. Organization and management approach and involvement for a successful project.
- F. Small & Underutilized Business participation.
- G. Cost of services proposed.
- H. Insurance coverage as defined for the services.
- I. Past relationship or complaints filed with the MN Department of Commerce.

A formal Presentation/Interview or phone conference may be requested of the "short list"

Consultant/s. Specifically, the City requests that the Consultant's Project Manager assigned to the proposed dedicated adjuster lead the Presentation and that actual members of the adjuster team (including any sub-consultants) participate in the formal presentation/interview.

The Presentation/Interview of the "short listed" Consultant's will consist of the following elements:

1. Discussion of the Consultant's approach to providing services for this Project based upon the Scope of Services described herein.
2. Overview of the Consultant's experience as related to the Scope of Services, including qualifications and experience of assigned staff.

The Contract Manager will schedule and arrange for the presentations or conference calls.

V. SCHEDULE: The following is a listing of key Proposal and Project milestones:

| | |
|----------------------------------|---------------------------|
| RFP Release | Tuesday, 8-16-2016 |
| Questions on RFP Due by | Friday, 8-19-2016 by Noon |
| Responses to Questions posted by | Tuesday, 8-23-2016 |
| Proposals due by | Friday, 9-2-2016 by Noon |
| Estimated Consultant selection | Tuesday, 9-9-2016 |
| Estimated services start date | Saturday, 10-1-2016 |
| Estimated services end date | Tuesday, 2-28-2017 |

VI. CONTRACT: The contracting parties will be the City of Minneapolis and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a single contract for a term of five (5) months. Depending on staffing needs, there is a possible option to extend the contract, on an annual basis, at the sole option of the City, for one (1) additional year. Finalist must submit an Affirmative Action Plan to the Minneapolis Civil Rights Department, Contract Compliance Division as defined by Minneapolis Code Ordinances 139.50(d).

VII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION: The Consultant's primary interface with the City will be with the Contract Manager who will act as the City's designated representative for the Project. Prospective responders shall direct inquiries/questions *in writing only* to:

Contract Manager: Sean Curran, Risk Manager-Risk Management & Claims,
Finance & PS Department
330-2nd Avenue South
Minneapolis, MN 55401
Email ID: Sean.Curran@minneapolismn.gov

All questions are due no later than **Noon (Minneapolis Time), Friday, August 19, 2016**. Responses to the Questions will be posted by **Tuesday, August 23, 2016** on City's RFP website at: <http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

VIII. REJECTION OF PROPOSALS: The City reserves the right to reject any Consultant on the basis of the proposals submitted. The City reserves the right to reject all proposals or any Consultant on the basis of the proposal submitted.

IX. ADDENDUM TO THE RFP: If any addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at:

<http://www.minneapolismn.gov/finance/procurement/rfp>

The City reserves the right to cancel or amend the RFP at any time.

ATTACHMENT A

City of Minneapolis - General Conditions for Contracts over \$50,000

(Revised: Aug, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. By contracting, the Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time the parties negotiate the Contract. Some negotiation is possible to accommodate the Consultant's suggestions.

1. City's Rights

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from commencing the project or any phase of the project and at any time if it is determined that the City was fraudulently induced to enter into the contract.

2. Equal Opportunity and Non-Discrimination Laws

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, sub-contractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into the Contract.

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Consultant and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000

disease each employee.

- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$300,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$2,000,000 per accident.
- d) **Professional Liability Insurance or Errors & Omissions** insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its sub-contractors and 2) the negligence or failure to render a professional service by the Consultant or its sub-contractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the services or work.
- e) **Network Security and Privacy Liability** insurance for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Electronic Media Liability. Insurance will cover claims that arise from the disclosure of private information from files but not limited to: 1) the errors or omissions of the Consultant, its employees or Sub-contractors and 2) penetration of the Consultant's electronic data network, "firewall" or other security devices by hackers or others. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Consultant commences work, whichever is earlier.

4. **Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the subcontractors and sub-consultant of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in the Data Practices section below, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

5. **Subcontracting**

The Consultant shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all sub-contractors for sub-contractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

6. **Assignment or Transfer of Interest**

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

7. General Compliance

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract.

8. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substandard performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or sub-contractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Consultant.

11. Accounting Standards

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12. Retention of Records

The Consultant shall retain all records pertinent to expenditures incurred under this Contract for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for

non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. Audit Requirements for Cloud-Based Storage of City Data

If the Consultant’s services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were “private data” as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City’s Contract Manager, upon the Consultant’s receipt of the audit results.

14. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant’s sub-consultants or sub-contractors retained to provide Services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a “governmental entity.” The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant’s unlawful disclosure or use of data protected under state and federal laws.

15. Inspection of Records

Pursuant to Minnesota Statutes Section 16C.05, all Consultant payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota Office of State Auditor or their designees upon written notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16. Living Wage Ordinance

The Consultant may be required to comply with the “Minneapolis Living Wage and Responsible Public Spending Ordinance” (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf), Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). Unless otherwise exempt from the Ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Consultant and its sub-contractors pay their employees a “living wage” as defined and provided for in the Ordinance.

17. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

18. Conflict and Priority

If this Contract was awarded by RFP and in the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

19. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City of Minneapolis Consultant Travel Reimbursement Conditions . (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

20. Billboard Advertising

City Code of Ordinance 544.120 prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

21. Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Contract. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

22. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay the Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by the Consultant, the City shall pay the Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City is determined. The rights or remedies provided for herein shall not limit the City, in

case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

23. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

24. Intellectual Property

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the Work for its files in order to engage in future consultations with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

25. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and sub-contractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at: http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf. It is the Consultant's and sub-contractor's responsibility to review and understand the requirements and applicability of this ordinance.

26. City Ownership and Use of Data

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City’s use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant’s subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

27. Small & Underutilized Business Program (SUBP) Requirements

Consultant must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any contract for the provision of goods and services in excess of one hundred thousand dollars (\$100,000).

28. Miscellaneous Provisions

1. **Successors and Assigns** – This Contract shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Consultant.
2. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been included.
3. **Amendments** – This Contract may only be modified or changed by written amendment signed by authorized representatives of the City and the Consultant.
4. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
5. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

ATTACHMENT B

SCOPE OF SERVICES

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Consultant. The contents of this document are considered representative of the Project as a whole, but are by no means conclusive.

Service:

Consultant agrees to provide the following services to the City. The services will be provided on-site utilizing equipment, supplies, and data systems provided by the City.

- a. Provide claims administration services for assigned workers compensation claims against the City.
- b. Provide timely, monthly reports to the City with regard to the City's claim services and results.
- c. Recommend, as may be requested by the City, certain professional service providers, such as case managers, investigators or other specialty services;
- d. Represent the City, if requested by the City, at all meetings, conventions and administrative matters involving the interests of the City before the Minnesota Department of Commerce or any other State of Minnesota regulatory or legislative body, except those requiring representation by counsel.

Consultant may hire, subcontract or otherwise delegate certain of the above-referenced services to other administrators, accounts, auditors or other agents only with the City's prior written consent.

Consultant will continuously maintain a staff of trained, professional adjusters assigned to provide claims administration services to the City. Active caseloads for adjusters providing services to the City will be managed to a target maximum of 125 lost time files per adjuster. File assignments will be managed to most effectively match adjuster skill level to claim complexity to produce optimum outcomes for the Fund.

Performance Matrix:

Reporting – Delayed reporting of work injuries leads to higher claim costs. Consultant will communicate instances of late reporting to the City. Late report is defined as reporting an accident more than 72 hours after the occurrence.

Claim Assignments – Newly reported losses will be assigned to an adjuster within 24 hours of receipt of the first notice of loss.

Three Point Contact – Initial telephone contact will be made with the employer, employee and treating physician within 24 hours of claim assignment. Ongoing contacts will be continued as appropriate to manage the medical treatment and return to work process.

Investigation – All file investigations will include coverage, compensability and

subrogation/contribution. Investigation into coverage and compensability will be completed in sufficient time to meet statutory deadlines for acceptance/rejection of claim and timely payment of benefits. Investigation into subrogation/contribution will be substantially complete within 30 days. Open items will be identified in file notes with a plan and timeline for completion.

Reserving – Preliminary file reserves will be set within 10 days of receipt of the claim. Adjustments to the reserve will be made within 5 days of receipt of information warranting a change in reserve. Each file is targeted to have a reserve representing the ultimate probable cost (UPC) of the claim not later than 180 days from receipt of the claim. All reserves will be supported by file notes detailing the reserve components and rationale. Adjusters are assigned reserve authority based upon their experience subject to authority delegated by the City.

In addition, timely review and adjustments of reserves of the City's outstanding claims before annual submission to actuaries for statutory review is required, prior to submission.

Payments – All claim payments will be accurate, timely and supported by documented support for the payment. Adjusters are assigned payment authority based upon their experience and subject to authority delegated by the City.

Medical Management – All medical bills are referred to Alpha Review, Inc. and reviewed for necessity and relationship to the claimed injury. Bills are processed for adjustment to fee schedule, peer review, PPO discounts and individual negotiation. Professional vocational rehabilitation and case management vendors are engaged as needed to support return to work objectives subject to pre-approval by the City.

Litigation Management – Litigated files are referred to the City Attorney as directed by the City. Litigated files are continuously reviewed as factors develop to identify settlement/defense opportunities.

Subrogation/Contribution - Subrogation and contribution opportunities will be identified and pursued for the benefit of the City by the adjuster or another internal resource.. This includes both third party subrogation claims as well as recovery from the WCRA and other appropriate sources.

Resolution – All claim files will document the planned action for achieving the City's objective of maximum recovery for injured workers, cost effective medical management and prompt return to work. Upon resolution, claim files will be closed – and reserves removed – within 15 days of payment of the expected final benefit/expense.