

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") shall commence on this ___ day of June 2021, by and between Assured NL Insurance Services, Inc, a Delaware corporation, dba Risk Management Services Company ("Service Provider") and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes (Client).

PRELIMINARY STATEMENTS

WHEREAS, Client issued RFP No. 3-2021 **Third Party Administrator for Claims Management and Adjustment Handling Services for Workers Compensation, Auto Liability and Physical Damage, General Liability, and Property Claims** ; and

WHEREAS, Client has determined that Service Provider submitted the response to the above proposal that provided the best value to the Client and was in the best interest of the Client to pursue through an agreement for related services; and

WHEREAS, Client desires for Service Provider to provide various services which were requested by Client through the above RFP for and on behalf of Client; and

WHEREAS, Service Provider agrees to perform such services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter contained, the parties agree as follows:

ARTICLE 1 - SERVICES PROVIDED

This Agreement is comprised of the terms and provisions of this agreement as well as the following documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated: (a) RFP No. 3-2021 (Exhibit "A"); (b) Response of Risk Management Services Company to RFP No. 3-2021 (Exhibit "B"); and (c) List of RMSC's Tasks as Claims Manager for LFUCG (Exhibit "C"). To the extent of any conflict among or between the terms and provisions of these documents, this agreement shall prevail, followed by the RFP, the RFP Response and List of RMSC's Tasks as Claims Manager for LFUCG. Subject to all other terms and conditions of this Agreement, Service Provider shall provide the services (the "Services") further described in its proposal that is attached hereto as Exhibit B (the "Proposal") and the List of Claims Manager Tasks that is attached hereto as Exhibit C. The term of this Agreement shall be for three years with an effective date of July 1, 2021. The Agreement shall automatically renew for up to two (2) additional terms of one (1) year each unless Client notifies Service Provider in writing at least sixty (60) days in advance.

ARTICLE 2 - PROPRIETARY RIGHTS

Service Provider shall retain all title, copyright, and other proprietary rights in and to all materials and systems, all works of authorship and all intellectual property created, utilized or developed by Service Provider or its representatives in the performance of the Services under or otherwise in connection with this Agreement, including, without limitation, computer programs, computer equipment, products, software, designs, plans, specifications, computer output, valuations, estimates, reports, modules, formats, risk data record formats, procedures, documentation and every innovation, conception, improvement, discovery or invention and any and all intellectual property rights associated therewith; but excluding any materials delivered by Client to Service Provider in connection with this Agreement. This does not include the data in and the system components of the Riskmaster database system or any materials derived therefrom.

ARTICLE 3 - RELATIONSHIP OF PARTIES AND THIRD PARTIES

3.1. Service Provider, at all times, shall be an independent contractor, and employees of Service Provider shall in no event be considered employees of Client.

3.2. In the event that Client or its representatives provide PHI to Service Provider in connection with the performance of the Services, the parties agree to take reasonable steps necessary to protect the security and confidentiality of such PHI in accordance with HIPAA, the Rules, and other laws relating to the privacy and security of PHI, which are now in force or which may hereafter be in force.

ARTICLE 4 - COMPENSATION

4.1. Service Provider shall be compensated by Client for the Services rendered hereunder in accordance with the flat fee Proposal submitted in the RFP response and provided below. All fees are on an annual basis to closure of the matter.

Year One:

Workers Compensation	\$123,200
Auto Liability	\$136,900
General Liability	Included Above
Auto Physical Damage	\$26,400
Property	\$17,600
Subrogation	20%

Year Two:

Workers Compensation \$126,900
Auto Liability \$141,100
General Liability Included Above
Auto Physical Damage \$27,200
Property \$18,200
Subrogation 20%

Year Three:

Workers Compensation \$130,700
Auto Liability \$145,300
General Liability Included Above
Auto Physical Damage \$28,000
Property \$18,700
Subrogation 20%

Years Four and Five (Optional at Discretion of LFUCG):

Workers Compensation \$135,900
Auto Liability \$151,100
General Liability Included Above
Auto Physical Damage \$29,200
Property \$19,400
Subrogation 20%

Claims Management Services

Year one: \$79,500
Year two: \$81,000
Year three: \$82,500
Year four: \$84,000
Year five: \$84,000

This is based on being in the LFUCG offices 2 days per week to facilitate interaction and communications with LFUCG staff and attending meetings as needed, as is currently required.

ARTICLE 5 - TERMINATION

5.1. This Agreement may be terminated by Client at any time upon prior written notice to the other party.

5.2. In addition to all other rights and remedies available to Service Provider under this Agreement and applicable law, Service Provider may cancel this Agreement and discontinue its services hereunder immediately upon notice to Client if Client: (a) is acquired by or merges with any other entity, unless this Agreement is assumed in writing by the new entity and such assumption is agreed to by Service Provider; (b) dissolves, liquidates a substantial part or all of its business or has a bankruptcy proceeding filed by or against it; or (c) threatens insolvency or has a receiver or trustee appointed on its behalf.

5.3. In the event of termination by either party, the Parties agree to cooperate with each other for any balance of the term of the Agreement and for a reasonable amount of time thereafter. Such cooperation will include, without limitation, return of each party's respective property, transfer by Service Provider of Client's information, including electronic records, and communicating with each other regarding all matters pertaining to the Agreement and its cessation.

ARTICLE 6 - CONDITIONS AND LIMITATIONS

6.1. Service Provider does not act as an insurer for Client, and this Agreement shall not be construed as an insurance policy or a contract or agreement of indemnity; it being understood that Service Provider is in no event financially responsible for the payment or satisfaction of claims, lawsuits, or any cause of action of any form, kind or nature against Client.

6.2. Service Provider's responsibility for the performance of Services as specified in this Agreement is conditioned upon Client fully cooperating with, and providing all assistance requested by, Service Provider; and the performance by Client of all other obligations under this Agreement.

6.3. The Services to be provided by Service Provider hereunder are not of a legal nature, and Service Provider shall in no event give, or be required to give, any legal opinions or provide any legal representation to Client.

6.4. SERVICE PROVIDER WARRANTS THAT IT WILL PERFORM THE SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER. SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO SUCH SERVICES AND ITS PERFORMANCE HEREUNDER.

IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR DAMAGES OF ANY SIMILAR NATURE OR FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS RELATING TO, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER.

6.5. Neither party shall be in breach of this Agreement if there is a total or partial failure by it in its duties and obligations occasioned by any act of God, fire, act of foreign, federal, state or local government, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labor disputes or whatever nature, or any other reason beyond its reasonable control. In the event of delay in performance due to any such cause, the date of the delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

6.6. Any recommendations by Service Provider hereunder are advisory only for the sole purpose of assisting Client. All surveys and reports shall be based upon the conditions observed and the information supplied by Client during any Service Provider visit of Client's location(s) and Service Provider shall be under no obligation to verify or investigate the accuracy or completeness of the data and information provided by Client. Any survey performed by Service Provider pursuant hereto is not a comprehensive safety inspection. Client acknowledges that Service Provider does not guarantee, assure or warrant: (1) the safety of any of Client's locations, properties or operations; or (2) that compliance with, or implementation of, Service Provider's recommendations will eliminate or reduce any or all hazards, accidents or other losses. Service Provider assumes no responsibility for management or operation of loss control and safety procedures and Client acknowledges that Service Provider shall not be deemed to be acting for or on behalf of Client's safety, risk management or other similar department.

6.7. This Agreement shall be binding upon the parties and their respective successors and permitted assigns. Except with respect to an assignment or subcontract by Service Provider to any direct or indirect present or future parent, subsidiary or affiliate, neither party may assign this Agreement, or its rights hereunder, without the prior written consent of the other party hereto.

6.8. All notices to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been duly given when personally delivered or when mailed by United States first class mail, postage prepaid, to the following addresses:

If to Client:

Commissioner of Law
LFUCG Department of Law
200 East Main Street
Lexington, KY 40507

If to Service Provider:

Risk Management Services Co.
2211 River Road
Louisville, KY 40206
Att: David Witte

6.9. The terms of this Agreement shall be governed by the laws of the Commonwealth of Kentucky.

6.10. The parties hereto mutually agree that this Agreement is intended by them to be solely for the benefit of the parties hereto and that no third parties may rely on any reports, analyses or other material provided by Service Provider or shall obtain any direct or indirect benefits from this Agreement, have any claim or be entitled to any remedy under this Agreement or otherwise in any way be regarded as third party beneficiaries of this Agreement.

6.11. This Agreement and the attached exhibits constitute the entire understanding and agreement between the parties hereto, and supersede all prior or contemporaneous agreements or understandings, written or oral, of the parties hereto. This Agreement may be amended or modified only in a writing executed by both parties. No waiver of one or more provisions of this Agreement shall constitute a waiver of any other provision.

6.12. Anything to the contrary contained in this Agreement notwithstanding, the provisions of and Articles 2 through 6 shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Servie Agreement as of the day and year first above written.

Assured NL Insurance Services, Inc

Lexington-Fayette Urban County
Government

BY: _____

BY: _____

Linda Gorton

TITLE: Managing Director

TITLE: _____

Mayor

Exhibit A



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #3-2021 Third Party Administrator for Claims Management and Adjustment Handling Services for Workers Compensation, Auto Liability and Physical Damage, General Liability, and Property Claims** to be provided in accordance with terms, conditions and specifications established herein.

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **March 22, 2021**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Central Purchasing before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must upload one (1) electronic version in PDF format to <https://lexingtonky.ionwave.net/>.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance

with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available workforce in the area from which he draws employees, or to supply an

Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the

Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

See page 43 for scoring criteria

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: ____/____/____
(Name and Title) *Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names

and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
 - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	859-257-7668
	Shirie Mack	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted

to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

20. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. Consultant acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Consultant in any manner.

FINANCIAL RESPONSIBILITY

Consultant understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its proposal and the commencement of any work or the provision of services.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Consultant shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by Consultant. The cost of such insurance shall be included in any bid:

Coverage	Limits
General Liability	\$1 million per occurrence, \$2 million aggregate (Insurance Services Office Form CG 00 01) or \$2 million combined single limit
Commercial Automobile Liability	combined single, \$1 million per occurrence (Insurance Services Office Form CA 0001)
Professional Liability	\$1 million per occurrence, \$3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Products and Completed Operations coverage and Premises and Operations Liability coverage, unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$5 million per occurrence, \$5 million aggregate, unless it is deemed not to apply by LFUCG.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, Consultant shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- g. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- h. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF HUMAN RESOURCES, 200 EAST MAIN STREET, LEXINGTON,

KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Human Resources, upon review of evidence of Consultant's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Consultant satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Consultant agrees to provide Lexington-Fayette Urban County Government, Division of Human Resources, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

Consultant shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

Consultant agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Consultant understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Consultant understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Consultant for any such insurance premiums purchased, or suspending or terminating the work.

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #3-2021 Third Party Administrator for Claims Management and Adjustment Handling Services for Workers Compensation, Auto Liability and Physical Damage, General Liability, and Property Claims** to be provided in accordance with terms, conditions and specifications established herein. The Lexington-Fayette Urban County Government (“LFUCG”), through its Department of Law, invites qualified Third Party Insurance Administrators to submit proposals for providing services as detailed in the accompanying Request for Proposal.

I. Background

LFUCG is a “merged” local government comprised of the City of Lexington and Fayette County and is governed by a Mayor who supervises and administers all departments of the government. Fayette County has a population of more than 300,000.

LFUCG has multiple departments and divisions and has approximately 3000 full-time employees as well as a Mayor and 15 elected council members and numerous committee and other non-elected officials.

LFUCG is self-insured and also carries excess insurance policies. It currently utilizes an outside entity to provide traditional claims management services (the “Claims Manager”). LFUCG utilizes the Riskmaster software system, and all providers must be familiar with this system. LFUCG operates on a fiscal year beginning each July 1st.

Request for Proposal

LFUCG will receive sealed proposals for the following project – Third Party Administrator for handling of all claims and adjustment services for Workers Compensation, Automobile Liability, and General Liability, and all reporting requirements to LFUCG’s Excess Insurers; and Automobile Physical Damage and Property claims, including subrogation claims. LFUCG anticipates a minimum contract term of three (3) years with the option to renew the contract for up to two (2) additional terms of one (1) year each. In addition, these services also include traditional Claims Management Services.

SCOPE

Proposers may submit a response for all or some of the claim type options and LFUCG reserves the right to award each option separately or all options to one proposer.

Workers Compensation, Auto Liability and General Liability

The following information will provide prospective proposers with the scope of Workers Compensation, Auto Liability and General Liability claims processed by LFUCG. The average number of claims was obtained using a report of new losses from July 1, 2017 to June 30, 2020.

Workers Compensation, Auto Liability and General Liability loss incidents will be reported to the Third Party Administrator (“TPA”) electronically by LFUCG Divisional Insurance Coordinators. The TPA will set up the new losses in the LFUCG Riskmaster software system; establish loss reserves for relevant claims; interact with claimants and respond to claimant inquiries in a timely fashion; review and investigate coverage of each claim, determine nature and extent of all bodily injuries, obtain all estimates of damage and approve same, or obtain an appraisal of damage by PDA (Property Damage Appraisers), provide LFUCG with status reports on claims as requested; settle claims within established limits of authority and obtain appropriate releases; examine claims for potential third-party liability and look for subrogation opportunities; provide input of payment data into Riskmaster and close all completed claims in Riskmaster; provide quarterly loss runs that show, at a minimum, claims open and closed during the quarter, payments made, and outstanding reserves; timely respond to information requests from LFUCG attorneys and auditors; attend mediations and settlement conferences as requested by LFUCG; The TPA must be familiar with Medicare Secondary Payer reporting requirements and have the capability of reporting claims information to CMS. If this capability is achieved through contract(s) with another firm(s), please disclose the firm(s) you are using for that service and any pass through charges. Additionally, to the extent the TPA uses Medical/Nurse Case Management, Medical Bill Auditing or Pharmaceutical Case Management through contract(s) with another firm(s), please disclose the firm(s) you are using for that service and any pass through charges. All file notes, reserve changes, appraisals and approval of best damage estimate, and coding will be processed by the TPA in LFUCG’s Riskmaster database. An electronic claim file will be maintained by the TPA, which will be responsible for inputting pertinent claim information, scanning documents and attaching to claim files within LFUCG’s Riskmaster database, also setting up events only will be done by the TPA into the LFUCG Riskmaster system. **The TPA will have to be able to go to the scene of any accident that would require the TPA to report the loss to our Excess insurer.** The TPA would be required to meet the reporting requirements of all reportable losses and Litigated losses to our Excess insurer.

The following is the LFUCG’s prior claims history for Workers Compensation, Auto Liability and General Liability claims for fiscal years 2018 through 2020.

Average number of new losses for these 3 fiscal years:

Auto Liability: 284 per year

General Liability: 155 per year

Workers Compensation: 490 per year

This is a per year average using the last three fiscal years data. Pothole and sewer backup claims are included in the General Liability average.

Auto Physical Damage and Property

The following information will provide prospective proposers with the scope of Auto Physical Damage and Property claims processed by LFUCG. The average number of claims was obtained using a report of new losses from July 1, 2017 to June 30, 2020.

Auto Physical Damage (APD) and Property (PRP) loss incidents will be reported to the TPA electronically by LFUCG or its Claims Manager. The TPA will set up the new losses in the LFUCG Riskmaster software system; establish loss reserves for relevant claims; interact with claimants and respond to claimant inquiries in a timely fashion; review all estimates of damage and approve same to the reporting division or obtain an appraisal of damage by PDA (Property Damage Appraisers); provide LFUCG with status reports on claims as requested; settle claims within established limit of authority and obtain appropriate releases; examine claims for potential third-party liability and look for subrogation opportunities; provide input of payment data into Riskmaster and close all completed claims in Riskmaster; provide quarterly loss runs that show, at a minimum, claims open and closed during the quarter, payments made, and outstanding reserves; timely respond to information requests from LFUCG attorneys and auditors; attend mediations and settlement conferences as requested by LFUCG. All file notes, reserve changes, appraisals and approval of best damage estimate, and coding will be processed by the TPA in LFUCG's Riskmaster database. An electronic claim file will be maintained by the TPA which will be responsible for inputting pertinent claim information, scanning documents and attaching to claim files within LFUCG's Riskmaster database, also setting up events only will be done by the TPA into the LFUCG Riskmaster system.

The following is the LFUCG's prior claims history for Auto Physical Damage and Property claims for fiscal years 2018 through 2020:

Auto Physical Damage claims 408 per year

Property claims 274 per year

Total Pending APD and Property Claims during this period is 33 Auto Physical and 15 Property.

Total Pending Subrogation claims for all claim types for this period is approximately 25.

SECTION II

GENERAL SPECIFICATIONS

2.00 INTRODUCTION. These specifications cover the general requirements of the TPA for Claims Adjustment Services for LFUCG. The services shall be performed in a professional manner and conform to all acceptable claims practices required by the laws of the Commonwealth of Kentucky and current Best Practices.

It is expected that the TPA would evaluate claims in a manner that would protect each entity against any incident of loss.

2.01 LFUCG OR ITS CLAIMS MANAGER WILL:

2.01.1 Provide appropriate assistance to the TPA to obtain information relative to claims in order to conduct the claims adjustment. This information will be

limited by current restrictions regarding privacy or personnel records or other such matters.

2.01.2 Pay the TPA for services rendered according to the established fee schedule. Fees shall be billed and paid monthly.

2.01.3 Provide a primary designated liaison, the Claims Manager, for coordinating and handling claims submitted for adjustment.

2.02 THE TPA SHALL:

2.02.1 Make telephone or e-mail contact with insured Division within 1 Work day of reception of the new loss by the adjuster. TPA adjuster shall determine the liability of the loss and set up subrogation, when appropriate. Coordinate all work with the Department of Law, Claims Section designated liaison. TPA will have \$10,000 per claim authority and any claim exceeding this amount, the TPA will report to the Claims Manager and request settlement authority.

2.02.2 Process all claims in a timely and efficient manner per claims procedure manual of LFUCG, and the Kentucky statutes and regulations and by use of Industry Best Practices.

2.02.3 Provide reports as required on a weekly, monthly and quarterly basis as requested by the Claims Manager.

2.02.3.1 Set up losses in the LFUCG Riskmaster database per LFUCG claims procedures. All file notes, reserve changes, coding, payments and documents will be stored electronically in the LFUCG Riskmaster database. TPA must be able to link to LFUCG Riskmaster system.

2.02.4 Not assign or delegate any portion of the loss adjustment services to be provided without written consent of LFUCG Department of Law.

2.02.5 Have the capability to provide these services on a 24 hour, seven day a week basis.

2.02.6 Provide a detailed statement of the company's history.

2.02.7 Provide five letters of reference (one being a public entity) with contact names and phone numbers.

2.02.8 Provide services, which shall be performed by competent, trained and licensed personnel. We require a minimum of three years of claims handling experience in Workers Compensation and Property claims. All work shall be done in accordance with accepted industry Best Practices standards.

2.02.9 Continue to provide services at the agreed upon or submitted rates throughout the term of the contract.

SECTION III

REQUIRED ORGANIZATION AND CONTENTS OF PROPOSAL

- 3.00 PROPOSAL CONTENTS.** Each TPA must submit in its proposal response the following information:
- 3.01.1 Cover Letter**
 - 3.01.2 Addendum Acknowledgment (if any)**
 - 3.01.3 A Corporate Vision and Mission Statement**
 - 3.01.4 Estimated Cost of Services (see Section V)**
 - 3.01.5 A minimum of five (5) letters of reference complete with names, addresses, telephone numbers of clients utilizing the TPA's services (at least one [1] from a public entity).**
 - 3.01.6 Any exceptions to this RFP**
 - 3.01.7 Responses to Questions (3.02)**
- 3.02 QUESTIONS: PROPOSALS WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED WITHOUT ANSWERS TO 3.02.1 THROUGH 3.04.** An alternative proposal will not be considered unless it conforms to the provisions of this RFP.
- 3.02.1** State the number of years the Proposer has provided Claims Administration Services. Identify and provide a telephone number for the responsible individual who can verify service. If there is any recent, current or pending litigation involving the Proposer's operation of Claims Administrator Services, describe in detail. Attach additional descriptive material, if necessary.
 - 3.02.2** Describe how you are going to provide this service to comply with the specifications set forth in this document. Identify and describe the experience and qualifications of key personnel to be providing the requested service (senior management, claims manager, claims adjusters and claims assistants, operations management, etc.).
 - 3.02.3** Attach your firm's most recent audited financial statements, including income statements, balance sheets and an independent auditor's opinion. All information will be held strictly confidential.
 - 3.02.4** Discuss your firm's capabilities in providing the required Claims Administrator Services. Attach a copy of a resume of each adjuster to be assigned to the LFUCG claims account.

- 3.02.5** Indicate briefly, why you consider your firm to be the best to perform this contract. Please indicate any new or creative ideas that would provide the LFUCG with high-quality, safe, efficient and responsive services in the provision of Claims Administrator Services.
- 3.02.6** Provide a brief summary of the legal status of your company (i.e. Corporation, Proprietorship, and Partnership). List the key stockholders and officers.
- 3.03** PROOF OF INSURABILITY (see Attachment III)
- 3.04** FINANCIAL RESPONSIBILITY

SECTION IV

PROPOSAL EVALUATION FACTORS

- 4.0** Proposals will be evaluated using the following Criteria
- 4.00.1** Specialized experience and technical competence of the person(s) or firm with the type of service required. (i.e. Claims expertise, public entity experience, stewardship reports, claimant surveys, etc.) **15%**
- 4.00.2** Capacity of the person(s), firm or organization to perform the work, including any specialized services, within the time limit. (i.e. experience in using RiskMaster Information Systems, document imaging, fair adjuster workloads, etc.) **20%**
- 4.00.3** Character, integrity, reputation, judgment, experience and efficiency of the person(s) or firm. (i.e. written references; adjusters with minimum eight years experience in handling AL/GL/WC claims, SAS 70 reports, etc.) **10%**
- 4.00.4** Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. **15%**
- 4.00.5** Familiarity with the details of the project. (i.e. benchmark studies with like entities) **10%**
- 4.00.6** Degree of local employment to be provided by the person or firm and ability to meet the on scene accident requirements. **5%**
- 4.00.7** Estimated cost of services (see Section V) **25%**

SECTION V

ESTIMATED COST OF SERVICES

5.00 Since the number of claimants varies from year to year, the cost of providing claims services will be priced on an average of previous volume. The TPA may quote based on a cost per claim type. All bids are based on the handling of these claims to final closure.

5.01 As an alternative pricing format, the TPA may quote a price based on an annual flat fee to be paid in monthly increments. Please give LFUCG a percentage of subrogation collection to be charged by TPA for each year of the RFP. All bids are based on the handling of these claims to final closure.

5.01A The numbers provided by LFUCG are projected, the actual number of claimants under the RFP may total more or total less than the prior average. LFUCG does not promise nor guarantee any number of claimants under this RFP.

5.02A1 COST PER CLAIM PRICING FORMAT

Year One:

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Workers Compensation	\$ _____
Auto Liability	\$ _____
General Liability	\$ _____

Year Two:

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Workers Compensation	\$ _____
Auto Liability	\$ _____
General Liability	\$ _____

Year Three

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Workers Compensation	\$ _____
Auto Liability	\$ _____
General Liability	\$ _____

Subtotal for Years 1-3 \$ _____ Price per claim to closure

Years Four and Five (optional at Discretion of LFUCG):

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Workers Compensation	\$ _____
Auto Liability	\$ _____
General Liability	\$ _____

5.02A2 ANNUAL FLAT FEE PRICING FORMAT

Year One:

CLAIM TYPE	ANNUAL FEE To Closure
Workers Compensation	\$ _____
Auto Liability	\$ _____
General Liability	\$ _____

Year Two:

CLAIM TYPE	ANNUAL FEE To Closure
Workers Compensation	\$ _____
Auto Liability	\$ _____
General Liability	\$ _____

Year Three:

CLAIM TYPE	ANNUAL FEE To Closure
Workers Compensation	\$ _____
Auto Liability	\$ _____
General Liability	\$ _____

Years Four and Five (Optional at Discretion of LFUCG):

CLAIM TYPE	ANNUAL FEE To Closure
Workers Compensation	\$ _____
Auto Liability	\$ _____
General Liability	\$ _____

NOTE: The number of claims per year is an estimate **ONLY**, and is **NOT** guaranteed.

5.02A3

COST PER CLAIM PRICING FORMAT

Year One:

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Auto Physical Damage	\$ _____
Property	\$ _____
Subrogation	% _____

Year Two:

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Auto Physical Damage	\$ _____
Property	\$ _____
Subrogation	% _____

Year Three:

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Auto Physical Damage	\$ _____
Property	\$ _____
Subrogation	% _____

Subtotal for Years 1-3 \$ _____ Price per claim to closure

Years Four and Five (Optional at Discretion of LFUCG):

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Auto Physical Damage	\$ _____
Property	\$ _____
Subrogation	% _____

5.02A4

ANNUAL FLAT FEE PRICING FORMAT

Year One:

CLAIM TYPE	ANNUAL FEE To Closure
Auto Physical Damage	\$ _____
Property	\$ _____
Subrogation	% _____

Year Two:

CLAIM TYPE	ANNUAL FEE To Closure
Auto Physical Damage	\$ _____
Property	\$ _____
Subrogation	% _____

Year Three:

CLAIM TYPE	ANNUAL FEE To Closure
Auto Physical Damage	\$ _____
Property	\$ _____
Subrogation	% _____

Years Four and Five (Optional at Discretion of LFUCG):

CLAIM TYPE	ANNUAL FEE To Closure
Auto Physical Damage	\$ _____
Property	\$ _____
Subrogation	% _____

5.02A5 ANNUAL FLAT FEE PRICING FORMAT – CLAIMS MANAGEMENT SERVICES

Please provide a per year cost of providing Case Management services to include the services outlined in Attachment III

ATTACHMENT I

CLAIMS PROCEDURES FOR SUBROGATION AND EXCESS RECOVERY

The procedures outlined are meant to be a general outline of services provided by the TPA and not a complete list of specified activities. It may be necessary to do several of these procedures on one incident and/or additional activities to comply with the complete performance of claims service required by this RFP.

SUBROGATION PROCEDURES:

- Determine liability and damages on both parties involved in the accident
- Send a subrogation initial notice to the wrongdoer or insurer within 10 days of determination of liability.
- Send final subrogation notice to wrongdoer or insurer with full documentation of damages and payment within 10 days of settlement of the loss.
- Follow up each 30 days until subrogation funds are collected
- Send the collections directly to LFUCG Accounting within 24 hours of reception of the money and the Claims Manager.
- Provide Quarterly report on pending subrogation, amount of collections, expected amount of collections pending, and total number of pending subrogation claims.

ATTACHMENT II

WORKERS COMPENSATION AND PROPERTY CLAIMS PROCEDURES

- These procedures will be provided to you as part of the successful bidders training package.

ATTACHMENT III

CLAIMS MANAGEMENT SERVICES

A. Daily Tasks

1. Set up each new loss with a reserve over \$10,000 or in Litigation into appropriate diary system. Set a diary of 30 days to 90 days and then review the claim file on the appropriate diary date. Send the adjuster instructions on claims handling as needed.
2. Review all e-mails and telephone messages on a daily basis and respond as required. Copy and save all necessary information to the Riskmaster claim file.
3. Review and respond to all postal mail. Scan the mail to the Riskmaster claim file.
4. Review and approve all claim checks entered into LFUCG's financial system (People Soft).
5. Set up all new litigation files into Riskmaster and input the claim reserves on each claim. Have the adjuster send a report to the excess insurer.
6. Review the applications for Off Duty Employment for Police and Community Corrections for proper insurance coverage, so that LFUCG and the employee are protected.
7. Assist, as requested, with review of Requests for Proposals and LFUCG contracts and recommend the needed insurance coverage(s) for LFUCG's protection. When contracts are renewed, review the Certificate of Insurance of the vendor to make sure that they have all required insurance coverage.
8. Review all new loss reports and and process as appropriate.
9. Respond to all LFUCG Department of Law management requests for data on any current claim file.
10. Review all Claims related Open Records Requests, obtain the requested data and issue a response within the required 3 business days.
11. Review the PPE payroll report to determine if the Workers Compensation lost time claims should be approved or denied, biweekly.
12. Conduct initial review of legal bills as requested by management of LFUCG's Department of Law.

13. Attend mediations as needed; and
14. Act as liaison for all LFUCG divisions (Police, Fire, Public Works, etc.) regarding workers' compensation issues.

B. Quarterly Tasks

1. Review all open litigation claims for reserve adequacy and request that TPA adjusters send quarterly reports to excess insurers.
2. Prepare a Quarterly Claim Report on the comparison of frequency and severity of cost of open claim files (including documentation) for LFUCG's Commissioner of Law.

C. Annual Tasks

1. Prepare an annual review of all TPA and litigation open claim files for reserve adequacy. Determine if any open claim files should be closed and then take the proper steps to close the file prior to fiscal year end. Raise or lower the pending reserves on all open files to make sure that they are adequate to meet the current settlement value.
2. Prepare an annual year-end report for LFCUG's Commissioner of Law showing the financial results of the current fiscal year compared to the prior two fiscal years. Report on any problems or large losses that may have skewed the numbers and suggest ways to improve the Claims work product.
3. Work with LFUCG's Department of Law management on the annual claims budget for the claims fund and the various professional service costs for LFUCG.

D. Other Duties

- I. Required State Reports:
 1. Prepare the annual Workers Compensation Simulated Premium report to the Kentucky Labor Cabinet by February 15th of each year and pay the premiums within thirty days of end of each quarter. Work with Accounting Department on the preparation of this report.
 2. Prepare the Annual Assigned Risk Assessment Report by December 30 of each calendar year. Attach the documentation and annual payment with the report.
 3. Prepare the recertification report on the Self Insurance Fund by the end of each calendar year.

4. Have the claims administrative employee prepare the P&C quarterly auto claims report to the state at the end of each quarter.
5. Work with LFUCG's accounting personnel to prepare the Public Protection Cabinet MVSII report before May 1 of each calendar year.
6. Send to each LFUCG Division Director the annual Workers Compensation Notice Form required by the Commonwealth of Kentucky.
7. Review and respond to quarterly claims audit.
8. Work on-site at LFUCG two days per week.

II. Management and Financial Reports:

1. Work with current Actuary and Accounting Division to prepare all the financial reports necessary for an end of fiscal year Actuarial Report for LFUCG and its Self-Insurance Fund. The Actuarial report will go to the Commissioner of the Department of Law, the Commissioner of Finance and to the Director of Accounting. This report will give recommendations for funding of the Self Insurance Fund for the next fiscal year. Work with the Commissioner of Law on each fiscal year's Claims Budget.
2. Assist LFUCG's Department of Law management regarding any LFUCG RFP requests for proposals.
3. Prepare a financial reserve adequacy on all large losses (over \$50k) for the Department of Law, work with the Commissioner of Law on the annual Claims review by the outside financial auditor.
4. Send out the Auto Liability insurance coverage card to the Division of Fleet Services.
5. Cooperate with outside auditors who review the work of the TPA and/or Claims Manager.



P.O. Box 22989
Louisville, KY 40252
Phone 502-708-3100 Fax 502-326-5909
800-372-5402 www.rmssc.com

March 18, 2021

Purchasing Director
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

RE: RFP #3-2021 Third Party Administrator for Claims Management and Adjustment Handling Services for Workers Compensation, Auto Liability and Physical Damage, General Liability, and Property Claims

To Members of the Review Committee:

The primary question is "Why should LFUCG continue utilizing Risk Management Services Co. (RMSC) as it's risk management partner?". We have listed below the primary reasons why **RMSC is the best partner** for LFUCG:

- **Twenty years** of demonstrated expertise providing claims administration to LFUCG, with continued excellent audit results.
- RMSC's consolidation of the TPA Adjustment Handling Services and Claims Manager functions resulting in significant cost savings for LFUCG and has provided claim handling excellence.
- Proven track record providing complete governmental entity claim administration services including all coverage exposures.
- RMSC provides a **Lexington based service team, including Harold Mattingly working in the LFUCG office each week.** The RMSC local staff will provide 30-minute response to all claim emergencies and be readily available to the LFUCG staff.
- Extensive experience with LFUCG's RISKMASTER claims system and Business Intelligence report writing system.
- Successful assistance and transition through LFUCG's significant claim system/report writing database upgrade migration in 2020.
- Continued effectiveness during the Covid-19 pandemic challenges.

We look forward to the opportunity to further demonstrate the difference between RMSC and all others.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Witte", is written over the word "Sincerely,".

David A. Witte
Managing Director



**Lexington-Fayette
Urban County Government**

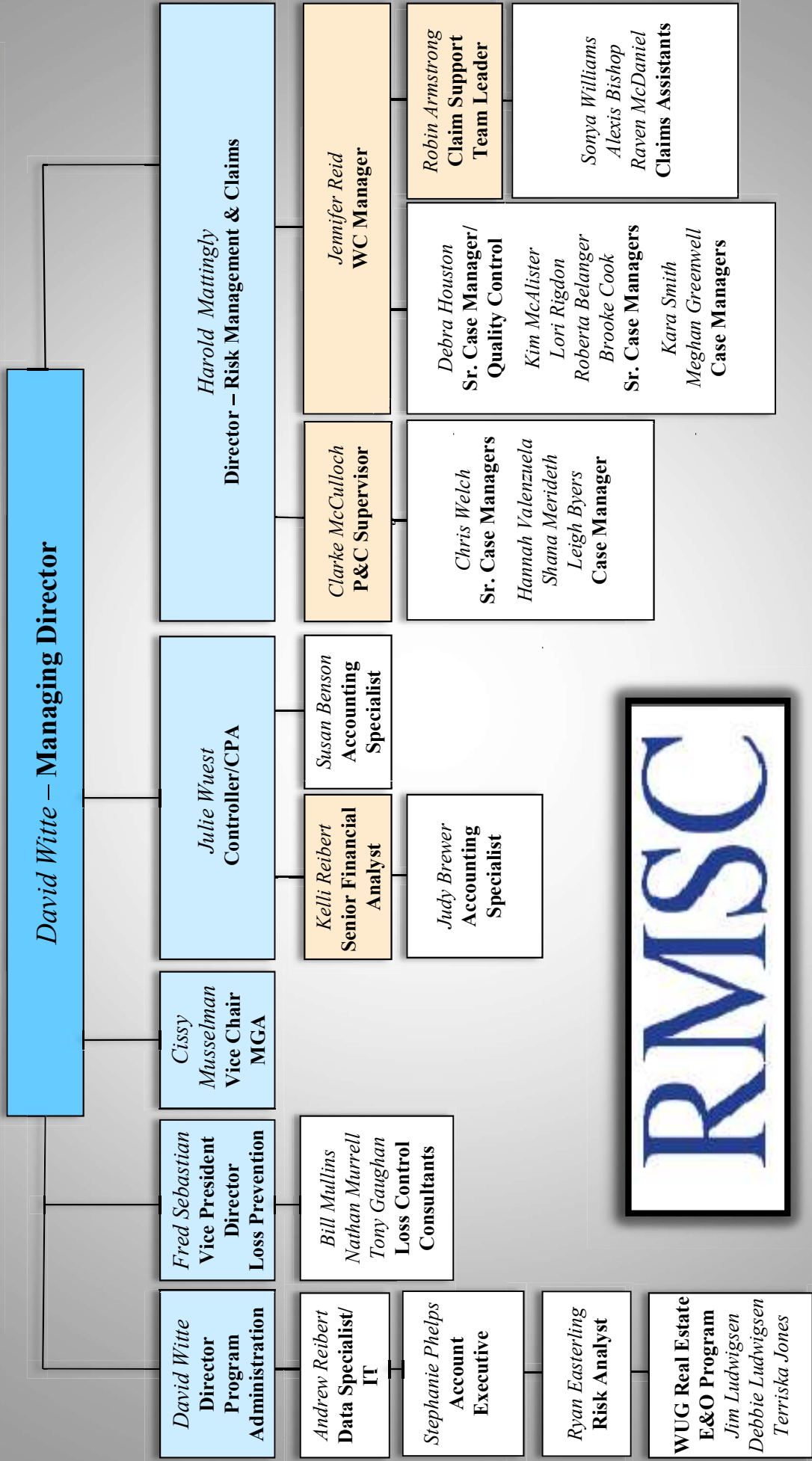
**RFP # 3-2021 Third Party Administrator for Claims
Management and Adjustment Handling Services for
Workers Compensation, Auto Liability and Physical
Damage, General Liability, and Property Claims**

Respectfully Submitted by:

Risk Management Services Company

Risk Management Services Company

Organizational Chart



2211 River Road
Louisville, KY 40206
(502) 326-5900
(800) 372-5402
www.rmssc.com

Mission Statement

Serving with Pride

These words define us.

Passion + Respect + Integrity + Diligence + Expertise = PRIDE

In each of our agencies, these core principles will be demonstrated by actions –

- We serve our clients with PASSION taking care of their risk and financial needs with insurance, surety, employee benefits and related services.
- We treat our clients, business partners and each other with RESPECT
- We will always act with INTEGRITY for our clients and carriers because our industry depends upon contracts and fair dealing among all parties.
- We will work with DILIGENCE to understand our clients' needs and to apply our EXPERTISE helping our clients manage risk.

In sum, we serve our clients, our partners and each other with PRIDE.

By providing exceptional service to our clients, by empowering and rewarding our employees and by embracing a culture that welcomes innovation and supports its business community, AssuredPartners aims to be the broker of choice for our clients and carriers, the acquirer of choice for independent agencies and the employer of choice for anyone who shares our vision.

SECTION V

ESTIMATED COST OF SERVICES

5.00 Since the number of claimants varies from year to year, the cost of providing claims services will be priced on an average of previous volume. The TPA may quote based on a cost per claim type. All bids are based on the handling of these claims to final closure.

5.01 As an alternative pricing format, the TPA may quote a price based on an annual flat fee to be paid in monthly increments. Please give LFUCG a percentage of subrogation collection to be charged by TPA for each year of the RFP. All bids are based on the handling of these claims to final closure.

5.01A The numbers provided by LFUCG are projected, the actual number of claimants under the RFP may total more or total less than the prior average. LFUCG does not promise nor guarantee any number of claimants under this RFP.

5.02A1 COST PER CLAIM PRICING FORMAT

Year One:

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Workers Compensation	\$ <u>see flat fee</u>
Auto Liability	\$ <u>see flat fee</u>
General Liability	\$ <u>see flat fee</u>

Year Two:

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Workers Compensation	\$ <u>see flat fee</u>
Auto Liability	\$ <u>see flat fee</u>
General Liability	\$ <u>see flat fee</u>

Year Three

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Workers Compensation	\$ <u>see flat fee</u>
Auto Liability	\$ <u>see flat fee</u>
General Liability	\$ <u>see flat fee</u>

Subtotal for Years 1-3 \$included in flat fee option Price per claim to closure

Years Four and Five (optional at Discretion of LFUCG):

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Workers Compensation	\$ <u>see flat fee</u>
Auto Liability	\$ <u>see flat fee</u>
General Liability	\$ <u>see flat fee</u>

5.02A2 ANNUAL FLAT FEE PRICING FORMAT

Year One:

CLAIM TYPE	ANNUAL FEE To Closure
Workers Compensation	\$ <u>123,200</u>
Auto Liability	\$ <u>136,900</u>
General Liability	\$ <u>included in above Auto</u>

Year Two:

CLAIM TYPE	ANNUAL FEE To Closure
Workers Compensation	\$ <u>126,900</u>
Auto Liability	\$ <u>141,100</u>
General Liability	\$ <u>included in the above Auto</u>

Year Three:

CLAIM TYPE	ANNUAL FEE To Closure
Workers Compensation	\$ <u>130,700</u>
Auto Liability	\$ <u>145,300</u>
General Liability	\$ <u>Included in the above Auto</u>

Years Four and Five (Optional at Discretion of LFUCG):

CLAIM TYPE	ANNUAL FEE To Closure
Workers Compensation	\$ <u>135,900</u>
Auto Liability	\$ <u>151,100</u>
General Liability	\$ <u>included in the above Auto</u>

NOTE: The number of claims per year is an estimate **ONLY**, and is **NOT** guaranteed.

5.02A3 COST PER CLAIM PRICING FORMAT

Year One:

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Auto Physical Damage	\$ <u>see flat fee</u>
Property	\$ <u>see flat fee</u>
Subrogation	% <u>see flat fee</u>

Year Two:

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Auto Physical Damage	\$ <u>see flat fee</u>
Property	\$ <u>see flat fee</u>
Subrogation	% <u>see flat fee</u>

Year Three:

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Auto Physical Damage	\$ <u>see flat fee</u>
Property	\$ <u>see flat fee</u>
Subrogation	% <u>see flat fee</u>

Subtotal for Years 1-3 \$ included in flat fee option Price per claim to closure

Years Four and Five (Optional at Discretion of LFUCG):

CLAIM TYPE	PRICE PER CLAIM TO CLOSURE
Auto Physical Damage	\$ <u>see flat fee</u>
Property	\$ <u>see flat fee</u>
Subrogation	% <u>see flat fee</u>

5.02A4 ANNUAL FLAT FEE PRICING FORMAT

Year One:

CLAIM TYPE	ANNUAL FEE To Closure
Auto Physical Damage	\$ <u>26,400</u>
Property	\$ <u>17,600</u>
Subrogation	% <u>20</u>

Year Two:

CLAIM TYPE	ANNUAL FEE To Closure
Auto Physical Damage	\$ <u>27,200</u>
Property	\$ <u>18,200</u>
Subrogation	% <u>20</u>

Year Three:

CLAIM TYPE	ANNUAL FEE To Closure
Auto Physical Damage	\$ <u>28,000</u>
Property	\$ <u>18,700</u>
Subrogation	% <u>20</u>

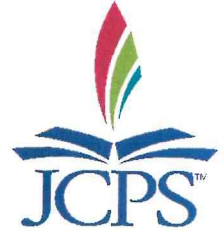
Years Four and Five (Optional at Discretion of LFUCG):

CLAIM TYPE	ANNUAL FEE To Closure
Auto Physical Damage	\$ <u>29,200</u>
Property	\$ <u>19,400</u>
Subrogation	% <u>20</u>

5.02A5 ANNUAL FLAT FEE PRICING FORMAT – CLAIMS MANAGEMENT SERVICES

Please provide a per year cost of providing Case Management services to include the services outlined in Attachment III

Year One	<u>\$79,500</u>
Year Two	<u>\$81,000</u>
Year Three	<u>\$82,500</u>
Years Four & Five	<u>\$84,000</u>



3/12/21

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

RE: Risk Management Services Company

To Whom It May Concern:

Risk Management Services Co. (RMSC) has provided third-party claims administration services for our Workers Compensation program since 2002 (19 years). RMSC has been and continues to be a trusted partner in managing our risk management programs as it relates to workers compensation, including subrogation. The RMSC personnel continually exhibit professionalism, responsiveness, technical competence, flexibility and thoroughness in handling the Jefferson County Public School's workers compensation claims and related administrative tasks, and have tailored their services to meet our specific needs and assist us in reducing our claims expenses.

I would not hesitate to recommend RMSC to Lexington-Fayette Urban County Government as an excellent TPA partner. If you should have any further questions regarding our experience with RMSC, please feel free to contact me directly at (502) 485-3436 or Kristin.davis@jefferson.kyschools.us.

Sincerely,

A handwritten signature in blue ink that reads "Kristin M. Davis".

Kristin M. Davis, MBA, PHR, SHRM-CP
Manager, Employee Services
Jefferson County Public Schools



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

Andy Beshear
GOVERNOR

Department of Highways, District 9 Office
822 Elizaville Road
Flemingsburg, KY 41041
606-845-2551

Jim Gray
SECRETARY

March 16, 2021

To Whom it may concern:

Since 2004, I have been acquainted with Risk Management Services. Over these sixteen (16) plus years I have worked with Risk Management Services as an attorney and as workers compensation administrator. Initially I would be assigned cases to defend on behalf of the Transportation Cabinet. As an attorney, Risk Management, through their various employees took it upon themselves to gather all or most of the evidence that allowed me to properly defend a case. If I needed information, medical records or even average wage computations, Risk Management would gather and supply this information promptly. I worked closely on every case with a knowledgeable friendly claims staff.

In 2019, I began my new role in overseeing all claims that occur at the Transportation Cabinet. This job allows me to work with a wider cross-section of the Risk Management team. Through their assistance we analyze each case separately. Risk Management sets up the entire claim file and offers recommendations for follow-up. If a formal claim is filed, Risk Management continues with the case as it is assigned to contract counsel. It does not matter if it is a new injury claim or a medical fee dispute, Risk Management is quick offer assistance and guidance.

Risk Management also assists in the paperwork, audits and standard reporting associated with self-insured entities. As a company they are very experienced and capable of the work required. I highly recommend Risk Management Services to anyone in search of a third party administrator.

Sincerely,

Jon H. Johnson

Jon H. Johnson, Esq.
Assistant General Counsel
Transportation Cabinet
Office of Legal Services
200 Mero Street
Frankfort, Kentucky 40622
(502) 782-4840
jon.johnson@ky.gov



HUMAN RESOURCES

CITY HALL, P.O. BOX 1659

HUNTINGTON, WV 25717

PHONE (304) 696-5979

FAX (304) 696-5991

March 15, 2021

TO WHOM IT MAY CONCERN:

Re: Risk Management Services Company

This is a letter of recommendation for Risk Management Services Company (RMSC). The City of Huntington has a workers' compensation self-insured program in place for its active employees. Effective March 1, 2015, the City entered into an agreement with RMSC to provide services as the third-party administrator (TPA). The administrative services furnished by the company are outlined below:

- Claims administration including intake, investigation, and compensability ruling of all claims
- Processing and payment of all indemnity benefits to claimants
- Processing and payment of all medical bills related to compensable claims
- Establishment and monitoring of reserves on all claims
- Subrogation efforts on City's behalf
- Reporting of claims to excess carrier
- Litigation management
- Loss control services
- Claim analysis and forecasting
- Medical cost management

The City has a designated account service team at RMSC, and I have found them to be extremely professional and knowledgeable. They are responsive to the City's needs and work diligently to resolve any issues that may arise. Overall, the City of Huntington has been very satisfied with the TPA arrangement it has with Risk Management Services Company.

Sherry Lewis

Human Resources Director

/sl



ROY ANDERSON LUMBER CO., INC.
PO BOX 275
1115 COLUMBIA AVENUE
TOMPKINSVILLE, KY 42167

T: 270 487 6590
F: 270 487 9441

WWW.RALUMBER.COM

March 16, 2021

Director, Division of Central Planning
Lexington Fayette Urban County Government
Lexington, Kentucky 40507

Director

In addition to my position as President of Roy Anderson Lumber Co., Inc., I am Chairman of the Board of Trustees of the Forest Industries Workers Compensation Fund of Kentucky. I have served as a trustee since 2007. The Fund replaced its third party administrator in 2004 with Risk Management Services Co. (RMSC); a decision well rewarded by the Forest Industries Compensation Fund.

RMSC has proven itself as a professional, thorough, and technically competent organization in carrying out its functions including subrogation. We have found them to be willing to accommodate requested changes and to be reasonable in renewal negotiations.

I recommend Risk Management Services Co. to your organization as you consider which third party administrator to employ. If you wish to discuss anything about this subject, please feel free to call me at 270-407-3444.

Sincerely,

David M. Anderson
President

Reference letter (email) – City of Frankfort

From: Kathy Fields <kfields@frankfort.ky.gov>
Sent: Thursday, March 18, 2021 11:44 AM
To: Jennifer Reid <jreid@rmsc.com>
Subject: Recommendation

Jennifer,

It is my pleasure to recommend the Workers Compensation administration services of Risk Management Services Company. The City of Frankfort has used RMSC for handling of our self-funded Workers Compensation Program since 2015 and during that time has enjoyed:

- a high level of responsiveness
- a demonstrated, deep understanding of the law
- thoroughly considered guidance to ensure compliance and sound fiscal management
- a careful review of claims
- a positive, thoughtful working relationship

Managing workers compensation claims can be quite challenging and I have always known the staff at RMSC to handle the myriad of situations they face with grace and expertise. I truly appreciate them and how their guidance and management make our work lives easier!

--

Kathy Fields

HR Director

City of Frankfort

315 West Second Street

Frankfort, Kentucky 40601

502-875-8500

kfields@frankfort.ky.gov



March 18, 2021

RE: RMSC

To whom it may concern;

RMSC has handled our workers' compensation claims for many years. I highly recommend RMSC. The customer service is amazing. Fast and accurate, taking the initiative on claims and dealing with our employees for us. The monthly reports and invoices are accurate and on time. We appreciate the service we always receive from RMSC.

Sincerely,

Margie Hammond

Margie Hammond
WC Administrator
Fort Wayne Public Transportation Corp DBA Citilink
(260) 450-9081



Administration Building
2112 Utica-Sellersburg Road
Jeffersonville, IN 47130

HUMAN RESOURCES

Phone: (812) 283-0701
Fax: (812) 288-4880

March 18, 2021

To Whom it May Concern:

I am writing this letter on behalf of Risk Management Services Company (RMSC). We have worked with RMSC for several years and have a wonderful business partnership. They provide prompt, accurate customer service to us routinely. I would recommend RMSC without hesitation.

Sincerely,

Tricia Helton
Director of Human Resources
Greater Clark County Schools
(812) 288-4802 ext. 50146
phelton@gccschools.com



SECTION III

REQUIRED ORGANIZATION AND CONTENTS OF PROPOSAL

3.00 **PROPOSAL CONTENTS.** Each TPA must submit in its proposal response the following information:

3.01.1 **Cover Letter**

3.01.2 **Addendum Acknowledgment (if any)**

3.01.3 **A Corporate Vision and Mission Statement**

3.01.4 **Estimated Cost of Services (see Section V)**

3.01.5 **A minimum of five (5) letters of reference complete with names, addresses, telephone numbers of clients utilizing the TPA's services (at least one [1] from a public entity).**

3.01.6 **Any exceptions to this RFP**

RMSC has no exceptions to this RFP.

3.01.7 **Responses to Questions (3.02)**

3.02 **QUESTIONS: PROPOSALS WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED WITHOUT ANSWERS TO 3.02.1 THROUGH 3.04.** An alternative proposal will not be considered unless it conforms to the provisions of this RFP.

3.02.1 State the number of years the Proposer has provided or managed Claims Administration Services. Identify and provide a telephone number for the responsible individual who can verify service. If there is any recent, current or pending litigation involving the Proposer's operation of Claims Administrator Services, describe in detail. Attach additional descriptive material, if necessary.

Response: *RMSC has been providing multi-line Third-Party Claims Administration services since 1995. These services include Auto Liability, General Liability, Workers Compensation, Product Liability, Professional Liability, Subrogation, Loss Prevention, Risk Management, Underwriting Services, Policy Administration, and Special Investigations. RMSC focuses on listening to our client's needs, which enables us to customize our services to develop a program that will meet and exceed their expectations. Our focus on customizing our services to meet each client's needs and wants has allowed us to develop a loyal list of clients, which includes various clients that are self insured in Kentucky and in states other than Kentucky. RMSC's mission statement highlights our commitment to customer service: "Provide a level of service that exceeds our business partner's expectations..."*

David Witte, Managing Director can be contacted at (502) 708-3132 to verify service.

3.02.2

Describe how you are going to provide this service to comply with the specifications set forth in this document. Identify and describe the experience and qualifications of key personnel to be providing the requested service (senior management, claims manager, claims adjusters and claims assistants, operations management, etc.).

Response: *RMSC will utilize our previous and current experience of administration of the LFUCG program and our experience in managing similar programs such as:*

- *Louisville Area Governmental Self Insurance Trust*
- *Jefferson County Board of Education*
- *Commonwealth of Kentucky Transportation Cabinet*
- *City of Frankfort KY*
- *RJ Corman Railroad Group*
- *City of Charleston WV*
- *City of Huntington WV*

RMSC is committed to providing service that complies with and exceeds the LFUCG specifications. RMSC will meet with the LFUCG Law Department and other departments involved in the risk management program to review the current special handling instructions, which outline the service requirements and guidelines, for improvements.

In our role as LFUCG Claims Manager, Harold Mattingly is working in the LFUCG office (2) days per week to facilitate interaction with LFUCG staff. Concentrating on RMSC's claims handling Best Practices, adhering to LFUCG's standards and relying on our experience with LFUCG will guide us in our daily work product. The RMSC service team will include Lexington (2) based staff members which will allow us to respond to emergency situations timely, perform site investigations efficiently and be readily available for meetings with LFUCG staff, claimants and others.

The RMSC Service Team will be led by David Witte, Managing Director with day to day services headed by Harold Mattingly, Executive Director of Claims & Risk Management. Harold has experience with LFUCG dating back to 2000. The adjusting team includes:

*Jennifer Reid/WC Claims Manager
Lori Rigdon/WC Sr. Adjuster
Kim McAlister/WC Sr. Adjuster
Meghan Greenwell/WC Adjuster*

*Clarke McCulloch/P&C Supervisor
Chris Welch/P&C Sr. Adjuster
Shana Meriwether/P&C Adjuster*

*Robin Armstrong/Administrative Team Leader
Leigh Byers/Administrative Assistant
Julie Wuest/Controller*

Utilizing our experience and knowledge gained by working with LFUCG and our expertise in handling claims similar to the claims unique to LFUCG, RMSC will continue the high level of service that it currently provides.

We have attached a listing of our Service Team and their profiles for your information. See – RMSC Service Team, Profiles and Organizational Chart.

3.02.3 Attach your firm's most recent audited financial statements, including income statements, balance sheets and an independent auditor's opinion. All information will be held strictly confidential.

Response: *Financial statements are provided in **RMSC - Financial Statement and Independent Audit Report**, in addition, we are providing our most recent Agreed to Procedures Review conducted by an independent CPA firm. This operational and controls review is comparable to SAS70.*

3.02.4 Discuss your firm's capabilities in providing the required Claims Administrator Services. Attach a copy of a resume of each adjuster to be assigned to the LFUCG claims account.

Response: *RMSC has **demonstrated** that it is capable, competent and qualified to provide professional TPA services to LFUCG since 2000 and before. RMSC's list of clients and the long-term relationship we develop with our clients (average relationship 10 years and 30% of clients greater than 12 years) are the best indicators of our capability, the quality of our services and our commitment to our clients. Our proven track record since our inception in 1995 and our experience of working with governmental entities (see 3.02.5 below), including LFUCG, demonstrate RMSC's ability to effectively be the **best** partner for LFUCG's claims administration program.*

RMSC provided claims administration services to LFUCG from 7/1/00 -10/1/07 and again from 7/1/10 - current. During this time, we demonstrated our capability of providing excellent and responsive service, as evidenced by our audit results. Quarterly claims audits are conducted by SGRisk. These audit reports have consistently shown excellent results and positive comments, such as:

"Risk Management Services Company ("RMSC") claims handling continues to be excellent, with extensive documentation."

"I believe the RMSC staff are diligent and have LFUCG interests as well as claimants in mind."

"Interaction with claimants, attorneys and others is fair to all participants in the process and professional."

These are proven, tangible results that are based on LFUCG's claims handling guidelines and procedures. We continually strive to improve and believe our current and prior partnership with LFUCG provides an excellent environment for continuing the achievement of your goals. RMSC's Lexington based staff also provided field investigation services for the LFUCG workers' compensation program.

Our Kentucky self insured clients include state government agencies, public school systems, public transportation, utilities, hospitals, group self-insurance programs and manufacturers.

*RMSC's focus is on delivering **value** to our clients that result in savings on their program, examples include:*

- Most of RMSC's medical cost savings programs are provided on a "percentage of savings basis", such as bill audits (post medical fee scheduling), PPO networks. Therefore, RMSC's focus is on delivering savings and there is no downside to LFUCG.*
- The RMSC pharmacy and durable medical equipment discount network is provided at **no cost** to LFUCG.*

- **Subrogation Recoveries:** *RMSC has continued to be highly effective in recovering LFUCG damage costs from at-fault 3rd parties. We have averaged recovering over \$250,000 annually for LFUCG, which goes straight back into the department's claims budgets.*
- *Provide loss prevention services to focus on reducing claims and the severity of claims*
- *RMSC's staff is flexible to meet the needs of LFUCG by providing the capability to meet in person, by phone on a regularly schedule timeframe to discuss claims, processes, status, savings or other topics as desired by LFUCG. **Harold Mattingly is working in the LFUCG office (2) days per week to facilitate communication.***
- *RMSC will customize our services to meet the specific needs of LFUCG. RMSC has developed unique stewardship/management reports to measure the effectiveness of the LFUCG program, analyze the root cause of claims, determined trends and identify areas for improvement.*
- ***RMSC has thoroughly reviewed the LFUCG claims report writing and production process to ensure accurate, timely and appropriate claim data is being compiled and distributed.***
- ***RMSC provides claims services to LFUCG 24 hours/day, 7 days/week, 365 days/year. We are on call at all times and the emergency contact list is given to LFUCG to distribute to all the departments. We have shown our ability to respond immediately to emergencies. We have responded to numerous emergencies during office hours, after hours and weekends. Since we have staff in Lexington, we can respond to any emergency or meeting within 30 minutes or less.***

3.02.5

Indicate briefly, why you consider your firm to be the best to perform this contract. Please indicate any new or creative ideas that would provide the LFUCG with high-quality, safe, efficient and responsive services in the provision of Claims Administrator Services.

Response: RMSC fully understands LFUCG and the Public Entity Business, as we have been a partner with LFUCG for 17 years; RMSC demonstrated our level of service and ability to meet specific service needs of LFUCG during our previous partnership from 7/1/00 -10/1/07 (7 years) and 7/1/10 to present (10 years). As a result, RMSC is very familiar with the LGUCG operations, requirements, standards and expectations. **RMSC has demonstrated our ability to consistently deliver a high level of service for ALL components of the LFUCG claims management and claims administration program.** We understand the Public Entity business and the unique relationship that exists between a governmental entity and the citizens it serves. This uniqueness requires more considerations and responsibilities than a typical liability situation would present. We also understand the sensitivity issues that exist in some claims and the dealings with the public. Sovereign Immunity issues are recognized and the special handling of the claims with this defense is understood. The important factor is that we recognize these different issues and take the appropriate measures to achieve the correct approach. Issues involving the Police Department, Department of Corrections, EMS, Public Officials, etc., many times are sensitive situations and we take all the necessary precautions to make sure the investigations are conducted properly and often discreetly.

RMSC's LFUCG Service Team currently is providing a high-level of service to all LFUCG departments. We have developed excellent working relationships with the LFUCG personnel and have a great understanding of the operations, requirements and needs. This partnership among all RMSC – LFUCG personnel, has proven highly successful in the claims management and claims adjustment services.

Harold Mattingly has been providing the Claims Management services for the past 6 years. He fully understands the service requirements outlined in Attachment III – Claims Management Services.

RMSC can coordinate benchmarking studies of all our public entity clients to assist LFUCG in reviewing its policies and procedures and how your program compares to others with similar operations.

A sample of current governmental clients includes:

- ❖ *Louisville-Jefferson County Metro Government (partial listing)*
 - *Metro Council*
 - *Metro Police*
 - *Metro Fire & Rescue*
 - *EMS*
 - *Metro Corrections*
 - *Metro Public Works*
 - *Solid Waste Management*
 - *Animal Services*
- ❖ *Jefferson County Public Schools*
- ❖ *City of Bancroft*
- ❖ *City of Bellemeade*
- ❖ *Jefferson County Clerk's office*
- ❖ *Louisville/Jefferson County Redevelopment*
- ❖ *Louisville Metro Housing Authority*
- ❖ *Metropolitan Sewer District*
- ❖ *Transit Authority of River City*
- ❖ *Commonwealth of Kentucky Transportation Cabinet*
- ❖ *City of Frankfort*
- ❖ *City of Charleston, West Virginia*
- ❖ *City of Huntington, West Virginia*
- ❖ *City of Clarksville, Tennessee*
- ❖ *Greater Clark County Schools*

***RMSC's local presence;** The RMSC service team includes (2) Lexington based staff members. Also, Harold Mattingly is working in the LFUCG office (2) days per week as part of the Claim Manager outsourcing. This local presence allows the claims to be investigated and handled properly, **whether during normal business hours or for after-hours emergencies, 24 hours/day, 7 days/week, 365 days/year.** Communications and interaction with LFUCG personnel are also enhanced by having our staff in Lexington. We expect to utilize 2 current Lexington staff members and possibly add additional staff in Lexington in the future.*

RMSC – LFUCG Service Team;** this team provides LFUCG with governmental entity experienced claims professionals. Our Workers' Compensation and Liability Adjusters have 15+ years experience. RMSC's experience includes 17 years directly handling LFUCG Auto & General Liability claims **with a proven track record** along with directly handling LFUCG Workers Compensation claims for 10 years. We maintain reasonable caseloads to ensure our service team has the capability to provide thorough and professional attention to each claim. See **RMSC – Service Team, Profiles, Org Chart.

RMSC provides an excellent work product to LFUCG. This is evidenced by the audit results conducted by LFUCG, which are described by the auditor/SGRisk as “excellent”. These audits are a very effective tool for LFUCG and RMSC, as it allows us both to see that RMSC is providing the effective claims services we promised. RMSC worked with LFUCG management and developed a meaningful stewardship/management reporting function to provide LFUCG with the information to effectively manage the claims program.

The Team account manager Harold Mattingly and supervisors Jennifer Reid and Clarke McCulloch are committed to reviewing the LFUCG claims, providing direction and handling recommendations. RMSC’s procedures include an internal review of claim handling quality. This will provide that every file has at least 3 sets of eyes to review the timely and thorough management of each claim.

Full compatibility between the LFUCG and RMSC RISKMASTER claims management system. RMSC also utilizes the RISKMASTER claims data system making for a more efficient overall familiarity and utilization for the total capabilities of the RISKMASTER system. ***RMSC has recently coordinated a meeting with the RMSC IT staff and LFUCG staff to discuss RISKMASTER capabilities not currently being utilized by LFUCG.*** Our prior partnership with LFUCG allowed RMSC to become familiar with the specialized data coding and reporting utilized by LFUCG. We utilize Document Imaging, so all documents will be scanned and placed into the LFUCG RISKMASTER system.

RMSC actively participated in the successful Riskmaster and Business Intelligence systems upgrade in 2020, by working closely with the LFUCG IT staff.

RMSC’s reporting expertise. RMSC IT staff has worked closely with LFUCG to thoroughly review the claims report production process. This includes meeting with LFUCG staff to review all claims report compilations, to ensure reporting accuracy, correct end-user formatting and the most efficient generation process.

RMSC has developed a very good working relationship with LFUCG; not only in the Law Department, but also with the various other departments (Parks & Recreation, Streets & Roads, Sanitary Sewers, Police, Fire, Dept. of Corrections, Human Resources, Accounting, etc.). We know how to quickly and efficiently obtain needed information from these departments. We have maintained an effective “team” approach, which involves our reviews and recommendations, with input from LFUCG. This is especially important when dealing with the sensitive or unique claims, where different criteria for evaluating the claim may be necessary. We meet regularly with the LFUCG Law Department to discuss claims issues and also meet with other department managers (Risk Management, Street & Roads, Police, Fire, Sanitary Sewers, Parks & Recreation, etc.). ***Harold Mattingly’s routine presence in the LFUCG office has further deepened the relationships, interaction and communications with the LFUCG personnel.***

RMSC’s flexibility allows us to customize our work product to meet LFUCG requirements. Our #1 goal is to provide LFUCG with the absolute best service and to exceed your expectations. Given that, we will do whatever it takes to make sure LFUCG is pleased with our service. If an issue arises, we are quick to find the right solution. Again, by maintaining an effective working relationship with the Law Department this will allow us to have an ongoing/open dialogue that allows us to address any issues as they arise and continue to provide the excellent service without missing a beat.

Letters of Reference: The letters of reference that RMSC has provided demonstrate our commitment to developing partnership relationships and delivering excellent service to our client, see ***RMSC – Reference Letters.***

Claim Management Enhancement Ideas

Quarterly Large Loss Claim Review - We suggest establishing/scheduling this review with the Law Department. The criteria for selecting the claims to review in these meetings can be the size of the reserve, payout, claim type, etc. This will prove valuable in terms of making sure everyone is up-to-date on what is transpiring on the claims and allows the ability to "round table" ideas for further handling.

Annual Stewardship Meetings - We should establish annual stewardship meetings to review comprehensive claims data reports, program results, trending analysis and strategy development.

Loss Control Training/Assessments – RMSC offers various training programs and facility assessment programs that would be beneficial to LFUCG. These services include Special Safety Topics; Defensive Driving, Proper Body Mechanics, Behavior Based Safety and Incident Investigations. Other training includes; OSHA 10 & 30 hour training courses, all OSHA required training topics (Hazard communication, blood borne pathogens, personal protective equipment and electric safety). The Assessments involve Mock OSHA documentation audits, Mock OSHA workplace hazard audits, and Mock DOT audits. Industrial Hygiene services are also available. All of these can help ensure a safer, more efficient work environment at the various LFUCG departments. Fees will depend on the components selected.

- 3.02.6** Provide a brief summary of the legal status of your company (i.e. Corporation, Proprietorship, and Partnership). List the key stockholders and officers.

Response: Risk Management Services Co. (RMSC) is located at 2211 River Rd, Louisville, KY 40206. RMSC is a subsidiary of Assured NL Insurance Agency Inc. which is also headquartered in Louisville. Assured NL Insurance Agency Inc. is a subsidiary of AssuredPartners Inc., of Lake Mary, FL.

Officers - AssuredPartners Inc.

- Tom Riley, CEO*
- Paul Vredenburg, Chief Operations Officer*
- Ty Beba, Chief Revenue Officer*
- Sean Smith, President*
- Randy Larsen, President*

- 3.03** PROOF OF INSURABILITY (see Attachment III)

See RMSC – Proof of Insurability (COIs)

- 3.04** FINANCIAL RESPONSIBILITY

See RMSC – Financial Statements and Independent Audit Report

AssuredPartners, Inc.

Consolidated Financial Statements

**Period from May 13, 2019 through December 31, 2019,
(Successor), Period from January 1, 2019 Through May
12, 2019, and Year Ended December 31, 2018
(Predecessor)**

RISK MANAGEMENT SERVICES COMPANY (RMSC)

PO Box 22989
Louisville, KY 40252
Phone (800) 372-5402
Fax (888) 326-5909
www.rmssc.com

Your RMSC Service Team

Harold Mattingly
Director - Claims

Director of Claims

Phone: (800) 372-5402 ext. 3116
(859) 425-2481
Email: hmattingly@rmssc.com
hmattingly@lexingtonky.gov

Property & Liability

Send all Property and Liability claims to P&Cclaims@rmssc.com

Clarke McCulloch
P&C Supervisor

Supervisor of
Property/Casualty Claims

Phone: (800) 372-5402 ext. 3117
Email: cmcculloch@rmssc.com

Chris Welch
Sr. Claims Adjuster

Property/Casualty
Senior Claims Adjuster

Phone: (859) 685-6531
Email: cwelch@rmssc.com

Shana Merideth
Claims Adjuster

Property/Casualty
Claims Adjuster

Phone: (800) 372-5402 ext. 3112
Email: smerideth@rmssc.com

Leigh Byers
Claims Adjuster

Property/Casualty
Claims Assistant

Phone: (800) 372-5402 ext. 3109
Email: lbyers@rmssc.com

Workers' Compensation Claims

Send all Workers Compensation claims to FROI@rmssc.com

Jennifer Reid
WC Claims Manager

Supervisor of Workers'
Compensation Claims

Phone: (800) 372-5402 ext. 3127
Email: jreid@rmssc.com

Lori Rigdon
Sr. Case Manager

Workers' Compensation
Senior Claims Adjuster

Phone: (800) 372-5402 ext. 6255
Email: lrigdon@rmssc.com

Meghan Greenwell
Case Manager

Workers' Compensation
Claims Adjuster

Phone: (800) 372-5402 ext. 3145
Email: mgreenwell@rmssc.com

Kim McAlister
Sr. Case Manager

Workers' Compensation
Senior Claims Adjuster

Phone: (800) 372-5402 ext. 6212
Email: kmcalister@rmssc.com

Julie Wuest
Controller/CPA

Manager of Escrow Fund
Management

Phone: (800) 372-5402 ext. 3133
Email: jwuest@rmssc.com

Robin Armstrong
Office Manager

Supervision of medical bill
handling

Phone: (800) 372-5402 ext. 3104
Email: rarmstrong@rmssc.com



Risk Management Services Co.

Staff Profile

Harold Mattingly

Position: Executive Director – Risk Management & Claims

Description of Current Responsibilities:

1996 to Present

Management of the claims department operations. Responsible for overseeing all aspects of automobile liability, general liability, workers' compensation, property losses, cargo losses, and the subrogation unit. This includes loss registration, investigation, reserving, settlements, subrogation, as well as, all reporting requirements to our customers and outside governmental entities. Assist in coordination of the client corporate insurance and risk management programs, interfacing with brokers, managing the claims administration of the self-insured workers compensation, auto liability and general liability program, property loss control and claims handling, contract reviews, certifications, reporting, etc.

Previous Work Experience:

1996 – 1996

Senior Claims Representative (AIG) responsible for the more complex/high exposure claims involving coverage issues, property damage and bodily injury.

1990 - 1996

Senior Case Manager (Liberty Mutual Insurance) responsible for the commercial automobile and general liability claims unit. Responsible for the assignment and management of all claims within the unit, including all litigated and high exposure cases for all commercial customers.

Education and Training:

University of Kentucky, B. S. Business Administration/Economics

Licenses and Certifications:

Independent Adjuster - Kentucky
Certified Workers Compensation Counselor (CWCC)

RMSC

Risk Management Services Co.

Staff Profile

Chris Welch

Position: Senior Claims Adjuster

Description of Current Responsibilities:

2001 to Present

Responsible for all aspects of automobile liability, general liability, property losses, SIU assignments and subrogation claims. This includes registration, investigation, reserving, negotiating, settling and subrogation. Maintain close contact with client, legal department and defense counsel. Manage outside vendors and contractors. Duties include coverage analysis, scene investigations, telephonic and in-person interviews of claimants, witnesses and insured's, evaluation of bodily injuries and personal injuries, settlement negotiations, litigation management, development of defense strategies, legal research, participation in mediation and training of adjusters. Extensive experience with governmental entity claims.

Description of Previous Work Experience:

1999 – 2000

Claims representative handling workers compensation claims for high risk companies, such as forestry workers & coal miners. Includes registration, investigation, reserving, negotiating, settling and subrogation. Acted as primary client contact.

Education and Training:

University of Kentucky, 92-96 - Marketing Management & CIS
Commonwealth School of Insurance
Property/Casualty Basics (40 hours)

Licenses and Certifications:

Independent Adjuster - Kentucky



Risk Management Services Co.

Staff Profile

Clarke McCulloch

Position: Claims Supervisor

Current Responsibilities:

1996 to Present

Directly supervising the P&C licensed adjustors and administrative support. Actively involved with the more complex claims within the department.

Responsible for handling automobile liability, general liability, property loss claims, subrogation, etc. This includes the investigation, reserving, negotiation, settling and subrogation. Maintain close client communication, including legal department and defense counsel. Manage outside vendor and contractors. Duties include coverage analysis, scene investigations, telephonic and in-person interviews of claimants, witnesses and insured's, evaluation of bodily injuries and personal injuries, settlement negotiations, litigation management, development of defense strategies, legal research, participation in mediation and training of adjusters. Extensive experience with governmental entity claims.

Responsibilities also include the creation and maintenance of comprehensive reports both for internal use and the benefit of the client.

1982 - 1996

Louisville Gas & Electric Co. (LG&E) credit representative responsible for all bankruptcies filed, collection of all unpaid billings on discontinued utility accounts, and new service applications, service orders, customer complaints and inquiries.

Education and Training:

Master of Science- Employee Management- Graduated Cum Laude University of Louisville

Bachelor of Arts- Psychology- Western Kentucky University

Bachelor of Arts- History- Western Kentucky University

Licenses and Certifications:

Independent Adjuster – Kentucky, West Virginia

RMSC

Risk Management Services Co.

Staff Profile

Jennifer Reid

Position: Workers Compensation Claims Manager

Description of Current Responsibilities:

January 2003 - Present

Management/Supervision of the workers compensation claims department operations. Responsible for overseeing the daily aspects of Workers Compensation claims handling including investigation and compensability determinations, reserving, excess reporting, subrogation recoveries, litigation, EDI, Client reporting, as well as managing staff and client relationships. Supervise adjusting staff and quality control to ensure all claim aspects are being handled properly and timely. Provide customer service by keeping employers informed of any and all issues associated with their claims. Direct customer contact for all claims issues, reporting and stewardship meetings. Develop training tools for employees and clients specific to their needs and provide training sessions as needed. Oversee administrative staff and ensure work processes are conducive to office efficiencies.

Previous Work Experience:

2001-2003

Claims Adjuster responsible for the daily aspects of claims handling in Kentucky & Indiana workers compensation. Handled all aspects of high exposure/complex claims for Self-Insured clients including litigation, reserving, excess reporting, and subrogation.

Education and Training:

University of Louisville, B. S. Business Administration; August 2010

Licenses and Certifications:

Independent Adjuster – Kentucky, West Virginia, Georgia, Indiana
Certified Workers Compensation Counselor - CWCC

RMSC

Risk Management Services Co.

Staff Profile

Kim McAlister

Position: Senior Case Manager

Description of Current Responsibilities:

10/2003 to Present

Responsible for case management of workers' compensation claims in Kentucky and Indiana. Comply with special customer requirements of reserving and settlement of claims. Direct defense attorneys assigned to claims in litigation. Review medical billings submitted against lost time and medical only claims for their necessity and relationship. Coordinate return to work of injured workers to full or modified duty. Responsible for subrogation recovery where applicable. Extensive governmental entity experience.

Description of Previous Work Experience

2000 - 2003

Workers Compensation Claims Manager responsible for the supervision of 4-5 claims adjusters who handled claims in multiple states. Supervised the handling of approximately 500 moderate to catastrophic injury files. Interviewed and hired prospective candidates for adjuster and clerical positions. Conducted quarterly presentation for self insured group on the status of all claims. Conducted visits with agents to build rapport with claims department.

1999 - 2000

Claims Supervisor - Supervised 5-7 claims adjusters and other personnel. Managed approximately 100 lost time files. Trained and developed new hires for adjuster positions.

1997 - 2000

Accounts Claims Representative - Managed approximately 150 lost time files and 100 medical only files. Focused on early return to work, medical management, reserving and communication with all parties of each claim.

1996 - 1997

Claims Assistant - Managed KY medical only claims and assisted a lost time adjuster.

Education and Training:

Western Kentucky University - Graduated 1992

Licenses and Certifications:

Independent Adjusters License - Kentucky, Indiana, West Virginia

RMSC

Risk Management Services Co.

Staff Profile

Leigh Byers

Position: Claims Adjuster

Current Responsibilities:

2017 to Present

Responsible for all aspects of automobile liability, general liability, property losses, bodily injury and subrogation claims. This includes registration, investigation, reserving, negotiating, settling and subrogation. Maintain close contact with client, legal department and defense counsel. Manage outside vendors and contractors. Duties include coverage analysis, scene investigations, telephonic and in-person interviews of claimants, witnesses and insured's, evaluation of bodily injuries and personal injuries, settlement negotiations, litigation management, development of defense strategies, legal research, participation in mediation and training of adjusters. Extensive experience with governmental entity claims.

Previous Work Experience:

2012 - 2017

Claims Assistant responsible for assisting all property and casualty claim staff, including taking first reports of claims, gathering data and creating claims; setting up claims folders for handling; request checks for each claim; posting payments to each claim.

Education and training:

Lexington Community College
Commonwealth School of Insurance
Property/Casualty Basics (40 hours)

Licenses and Certifications:

Independent Adjuster - Kentucky



Risk Management Services Co.

Staff Profile

Lori Rigdon

Position: Senior Case Manager

Description of Current Responsibilities:

2010 to Present

Responsible for case management of workers' compensation claims in Kentucky and Indiana. Comply with special customer requirements of reserving and settlement of claims. Direct defense attorneys assigned to claims in litigation. Review medical billings submitted against lost time and medical only claims for their necessity and relationship. Coordinate return to work of injured workers to full or modified duty. Responsible for subrogation recovery where applicable. Extensive governmental entity experience.

Previous Work Experience:

2002 - 2010

Case Manager on pension files for a variety of accounts. Review ongoing medical treatment and ensure treatment remains appropriate and related to the claim. Investigate lost time and medical only workers' compensation claims. Monitor excess carrier and special fund recoveries. Supervise litigated files and provide clients with updates on their claim files.

2001 - 2002

Medical Bill Examiner for workers' compensation self-insured clients. Duties include evaluating and paying medical bills for claimants with work related injuries. Review of medical necessity and appropriateness of care within the Kentucky Workers' Compensation Managed Care fee schedule. Proficient with the medical bill review and payment system utilized by RMSC.

1997 - 2001

Medical Bill Examiner – ERS. Adjudicated medical bills for workers compensation self-insured clients and group funded clients. Duties included evaluating and paying medical bills for claimants with work related injuries. Review of medical necessity and appropriateness of care within the Kentucky Workers' Compensation Managed fee schedule. Also reviewed medical necessity and appropriateness of care within other fee schedule states and usual and customary states. Proficient with the medical bill review and payment system utilized by ERS.

Loss Control Assistant for workers' compensation self-insured clients and group funded clients. Duties included requesting loss control for prospect and current clients within the group funded programs. Sent safety related recommendation letters, safety related articles, safety videos, and safety signs to clients when requested.

Education and Training:

Western Kentucky University, 1991-1995

Licenses and Certifications:

Independent Adjusters License – Kentucky, Indiana, West Virginia
Certified Workers Compensation Counselor – CWCC



Risk Management Services Co.

Staff Profile

Meghan Greenwell

Position: Case Manager

Description of Current Responsibilities:

11/2012 to Present

Review and investigate workers' compensation claims. Responsible for case management of workers' compensation claims in Kentucky and West Virginia. Comply with special customer requirements of reserving and settlement of claims. Direct defense attorneys assigned to claims in litigation. Review medical billings submitted against lost time and medical only claims for their necessity and relationship, handle pension/settled claims, review claims for proper reserving. Coordinate return to work of injured workers to full or modified duty. Provide customer service by keeping employers informed of any and all issues associated with their claims. Responsible for subrogation recovery where applicable. Extensive governmental entity experience.

Previous Work Experience:

2011 - 2012

Workers Compensation Claims Assistant. Provided assistance to all case managers in the Workers Compensation department.

Education and Training:

Commonwealth School of Insurance

Daymar College- 2003-2005 Diploma of Medical Office Technology (medical billing and coding)

Sullivan University 2001-2003 Accounting

Licenses and Certifications:

Independent Adjusters License - Kentucky, West Virginia, Indiana, and Oklahoma

RMSC

Risk Management Services Co.

Staff Profile

Robin Armstrong

Position: Administrative Team Leader

Description of Current Responsibilities:

June 2010 to Present

Oversee the daily operations of the administrative staff ensuring all aspects of the company are properly supported. Provide training and development of staff. EDI Specialist for Workers' Compensation. Duties include Completing and sending EDI and Medical Bill EDI to the state in a timely manner, Update claims daily for the EDI Acknowledgements, Keep Company Trading Partner Profiles updated with the Workers' Compensation Boards, serve as a liaison between adjusting staff and the State to address filing questions. Assist with coordination of EDI automation with IT staff. Complete weekly EDI reports for internal quality control processes. Assist with internal reports for claims staff. Oversee medical bill processes to ensure all is processed timely and correctly. Ensure all correspondence and phone calls are properly distributed to the appropriate personnel and documented properly in the claim files. Develop and update special handling instructions for the office as needed. Assist with special projects including audits as needed.

Previous Work Experience:

October 2002 to June 2010

Medical Bill Examiner for Workers' Compensation/Medical Bill Department. Duties include handling telephone calls from providers regarding medical bills and payments, processing numerous medical bills daily, processing and sending bills out for bill review and bill audit, processing and sending bills back to providers for additional information, preparing bills to be sent to MCMC, handling telephone calls from providers/clients regarding questions with medical bills and payments, processing medical bills in less than 20 days, sending bills back for additional information when required, completing payment transfers when needed. Administrative Assistant for Workers' Compensation Department. Duties include answering a multi-line phone system, completing and sending EDI and Medical Bill EDI to the state, assisting all adjusters and managers with any copy work, filing, letters, etc. and completing monthly reports for each individual group with claims at Risk Management Services Company. Assist the Utilization Review nurses, associated with RMSC, by faxing and mailing medical records and reports regarding Workers' Compensation claimants to them for review.

Education and Training:

Access 2000 Certificate, Micro Computer Solutions, 2002
Outlook 2000 Certificate, Micro Computer Solutions, 2002
Microsoft Word, Excel and Powerpoint Training, 2003
EDI Release 3 Training, 2010



Risk Management Services Co.

Staff Profile

Shana Merideth

Position: Claims Adjuster

Description of Current Responsibilities:

2020 to Present

Responsible for all aspects of first party automobile claims, commercial general liability, first and third-party property losses, and subrogation claims. This includes first contact, investigation, reserving, determining the values of property losses, providing recommendations for settlements, and subrogation. Maintain close contact with client, legal department and defense counsel. Manage outside vendors and contractors. Duties include coverage analysis, scoping property damages, review of contractors estimates for accuracy and overlap, verifying appropriate replacement costs on content losses and applying applicable depreciation, taking claimant statements, liability determination on third party claims. Extensive governmental entity experience.

Description of Previous Work Experience:

2000-2020

Claims representative handling personal lines and commercial line claims, both property and casualty for State Farm Insurance Company, Liberty Mutual Insurance and Kentucky Farm Bureau. Experience in start to finish claims handling. Including but not limited to: receiving losses, contact, policy interpretation, investigation, scoping, estimating, settlement, and subrogation. Estimated property losses up to \$100,000 and settled casualty claims with up to \$200,000 authority. Attended mediations and claims settlement conferences on behalf of the insurance employer.

Education and Training:

University of Louisville, 95-98 Major in English
State Farm Fire Claims Estimating School
Vale Training Estimating School and Xactimate Expert designation

Licenses and Certifications:

Adjuster - Kentucky

RMSC

Risk Management Services Co.

Staff Profile

David A. Witte, ARM, ARe

Position: Managing Director

Description of Current Responsibilities:

January 1999 to Present

Manage the operations of RMSC including multi-line claims administration, underwriting, program management and insurance consulting services on behalf of self-funded, agency/broker and carrier clients. Responsibilities include management of alternative risk, deductible, loss sensitive, and self-insurance programs. Additional services of department include risk management and insurance consulting, loss forecasting & reporting, and workers' compensation experience modification audit and analysis.

Description of Previous Work Experience

President- Seneca Risk Services, Inc.

CEO of a full service managing general agency specializing in workers' compensation insurance and associated commercial lines of insurance.

President- IIAK-SIF Management Corporation

CEO of administrator of IIAK Safety Association, Inc. and Safety Association Fund (SAF), a workers' compensation group self-insurance program endorsed by the Independent Insurance Agents of Kentucky.

Commercial Lines Manager- The Travelers Insurance Companies

Fourteen years diversified and experience in commercial insurance lines, five years in position of Commercial Lines Manager. Responsibilities included underwriting, insurance program development, marketing, insurance agency management consulting.

Education/Designations:

Hanover College, B.A. Business Administration

Associate in Risk Management (ARM) Designation

Associate in Reinsurance (ARe) Designation

Licensed Insurance Consultant

Industry Boards/Activities:

Board of Governors - Kentucky Workers Compensation Insurance Plan

Governing Committee- Kentucky Automobile Insurance Plan

Board of Directors- Kentucky Insurance Guaranty Association

Steering Committee- Kentucky Workers Compensation Research Institute

Board of Directors- Kentucky Group Self-Insurance Guaranty Fund

Government Affairs Committee, Workers' Compensation- Independent Insurance Agents of KY



Risk Management Services Co.

Staff Profile

Julie A. Wuest

Position: Controller

Description of Current Responsibilities:

1/1999 to Present

Manage all financial operations of Risk Management Services Company (TPA), Avalon Claims Management (TPA), Workers' Guardian Self Insurance Fund (Self Insured Group), Forest Industry Workers' Compensation Group (Self Insured Group), Preferred Managed Risk, LTD (Malpractice Insurance Captive), Neace Lukens Management Services (Captive Manager), Neace Lukens Property Services (Brokerage), Risk Management Solutions (Brokerage) and Williams Underwriting Group (Brokerage). Manage Assured Partners NL, LLC's Employee Benefits Direct Bill Unit, Surplus Lines Unit and all Treasury functions for the entire company. Responsible for day to day financial operations including billing / accounts receivable, account currents, accounts payable, commissions, cash flow management, investments, escrow accounting, reinsurance issues, loss reserves/ IBNR accounting and customer service issues. Additional responsibilities include month end accounting, preparation of financial statements, budgeting / forecasting, financial and internal control audits, Special Fund audits and tax returns, corporate tax return preparation, maintenance of corporate documents and contracts, oversee all banking and finance relationships / issues and supervision of the accounting department.

Description of Previous Work Experience:

1995 - 1998

Chief Financial Officer - Seneca Risk Services, Inc. / IIAK-SIF Management Corporation
CFO of IIAK Safety Association, Inc., Safety Association Fund (Self Insured Workers' Compensation Program endorsed by the Independent Insurance Agents of Kentucky) and Seneca Risk Services, Inc. (Fully Insured Workers' Compensation Program) . Responsible for day to day financial operations which included billing/accounts receivable, accounts payable, payroll, investments, escrow accounting, reinsurance issues, and accounting on loss reserves. Additional responsibilities included month end accounting, preparation of financial statements, budgeting, financial and Special Fund audits, tax return preparation, calculations and distribution of dividends and supervised the accounting department. Coordinated and presented all financial information for the Trustees of the Fund and Association on a monthly and quarterly basis.

1995 – 1995

Controller – Charter Behavioral Health

Managed and coordinated all financial operations of three behavior health facilities.

Education/Designations:

University of Louisville, Bachelor of Science in Business Administration, Dec 1987

Certified Public Accountant, March 1990

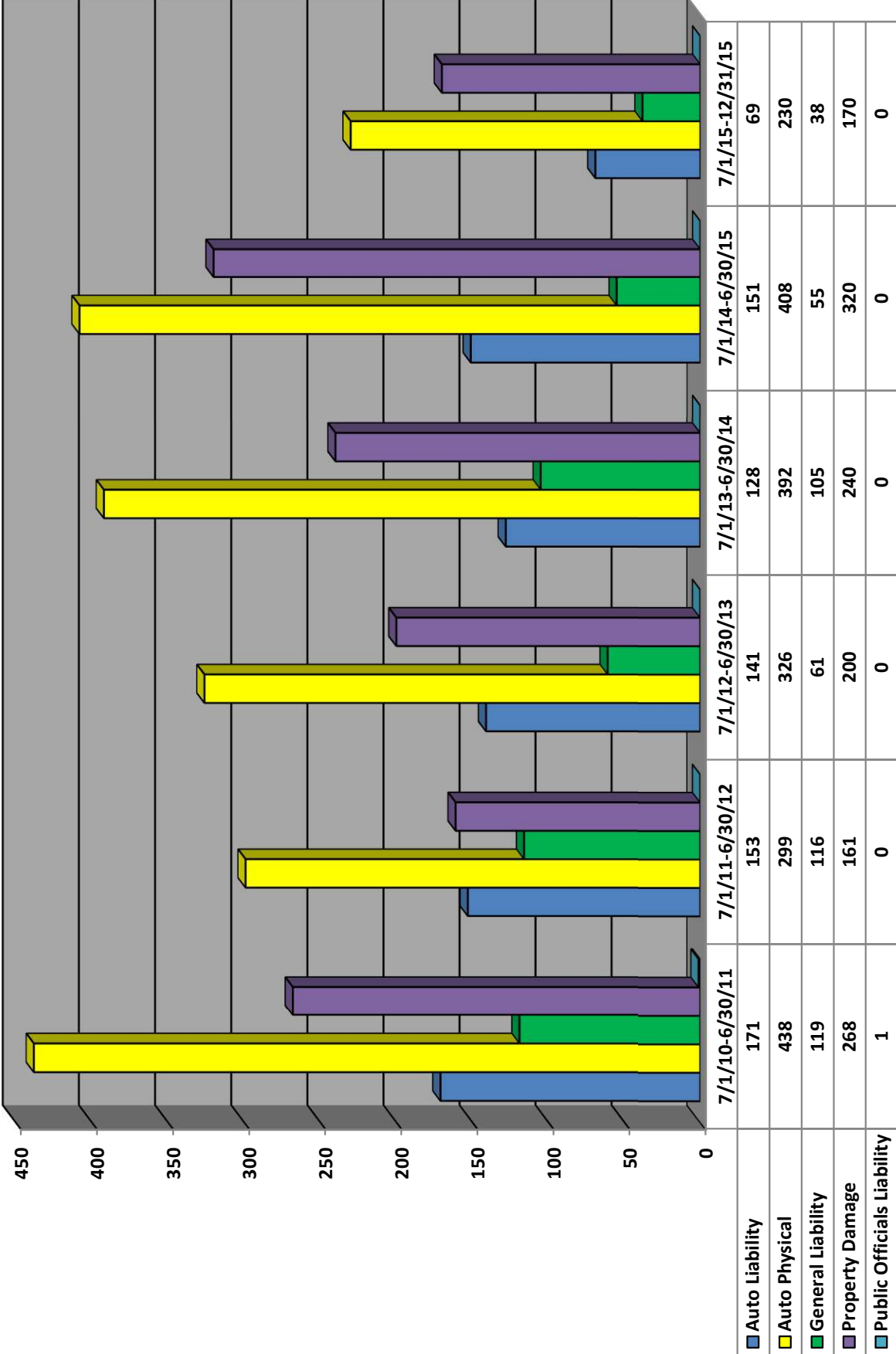
American Institute of Certified Public Accountants, Aug 1992

The Kentucky Society of Certified Public Accountants, May 1990

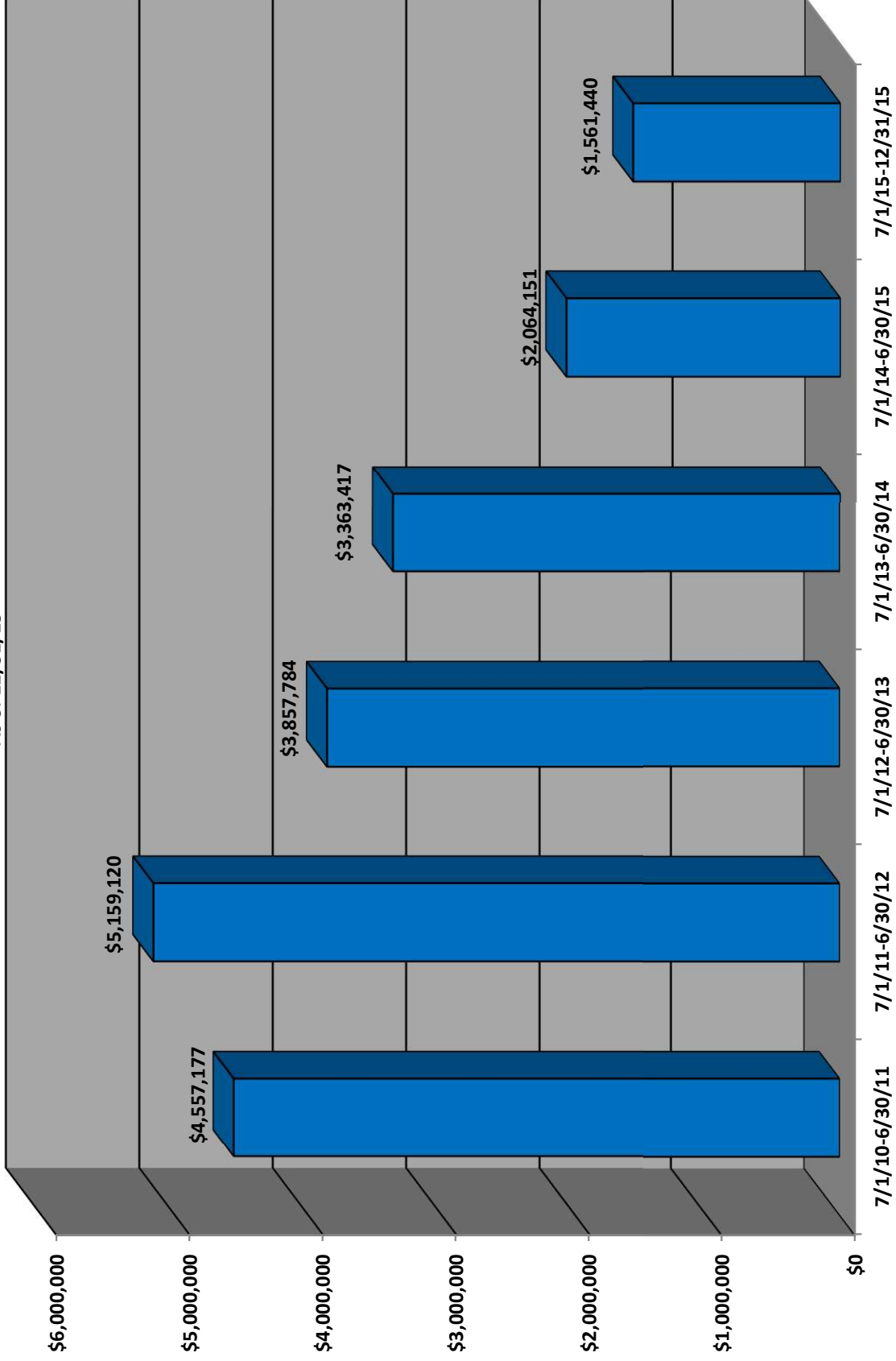
Lexington Fayette Urban County Government

Total Claims

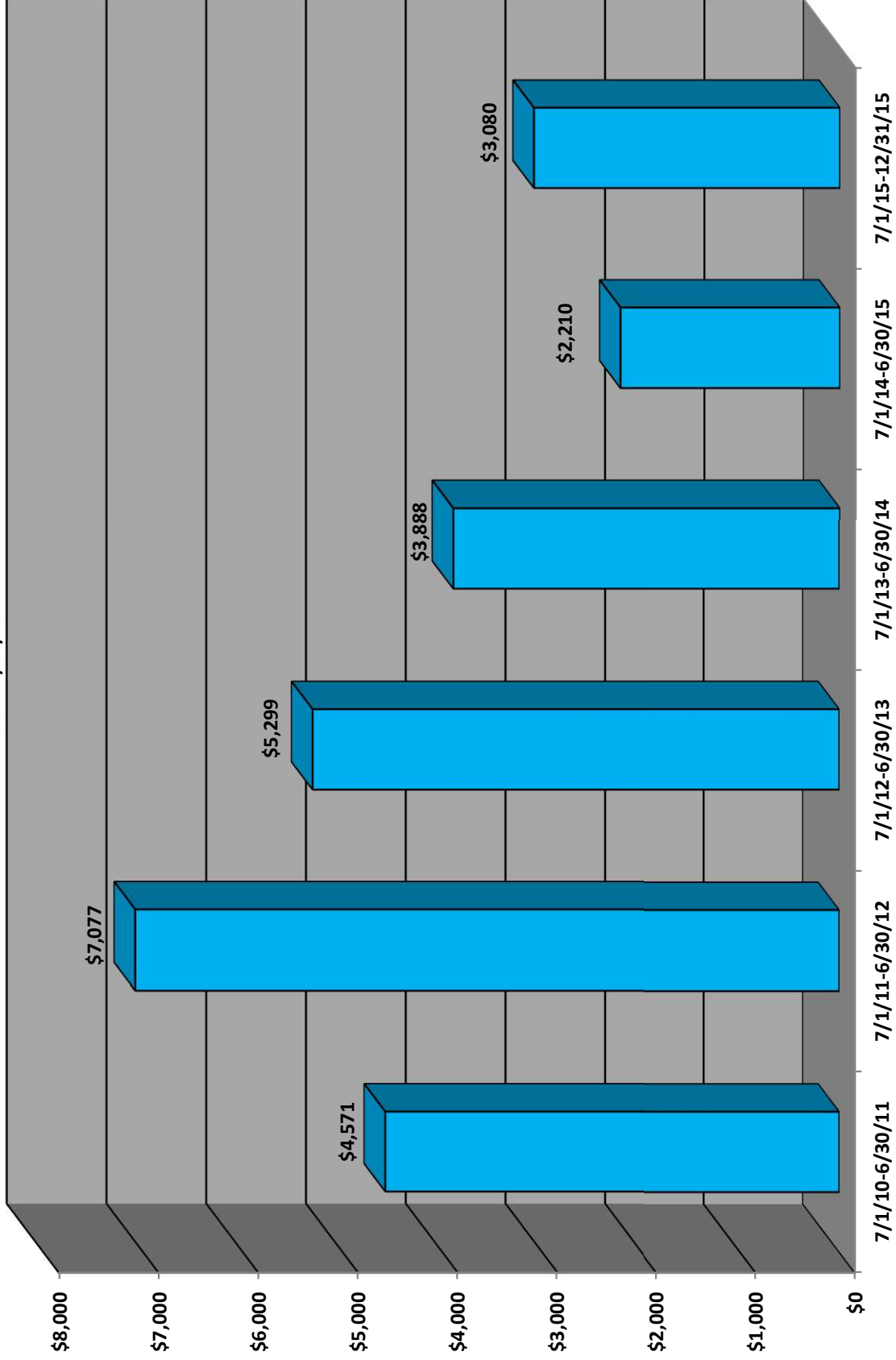
As of 12/31/15



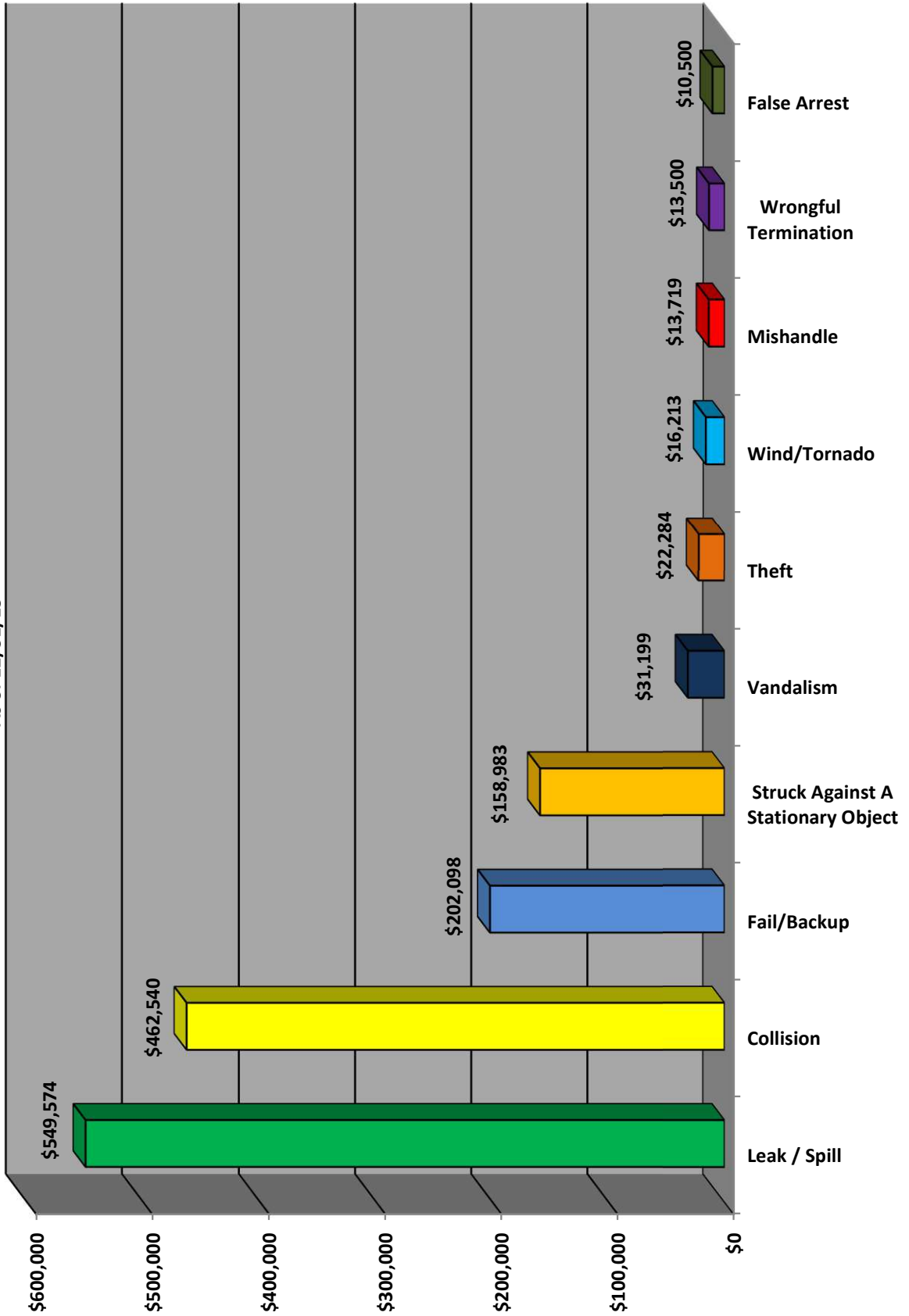
Lexington Fayette Urban County Government Total Incurred As of 12/31/15



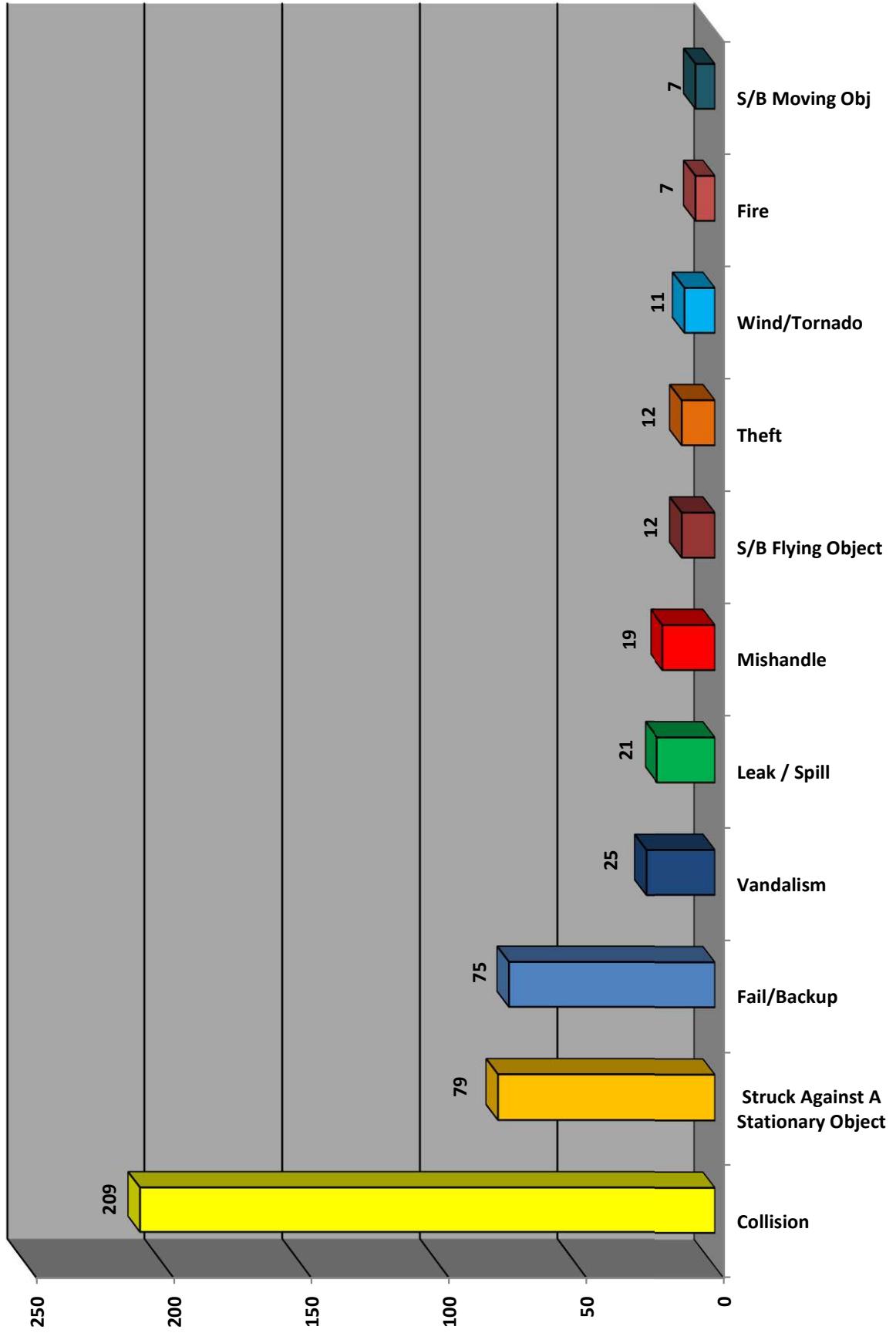
Lexington Fayette Urban County Government
Average Claim Cost
As of 12/31/15



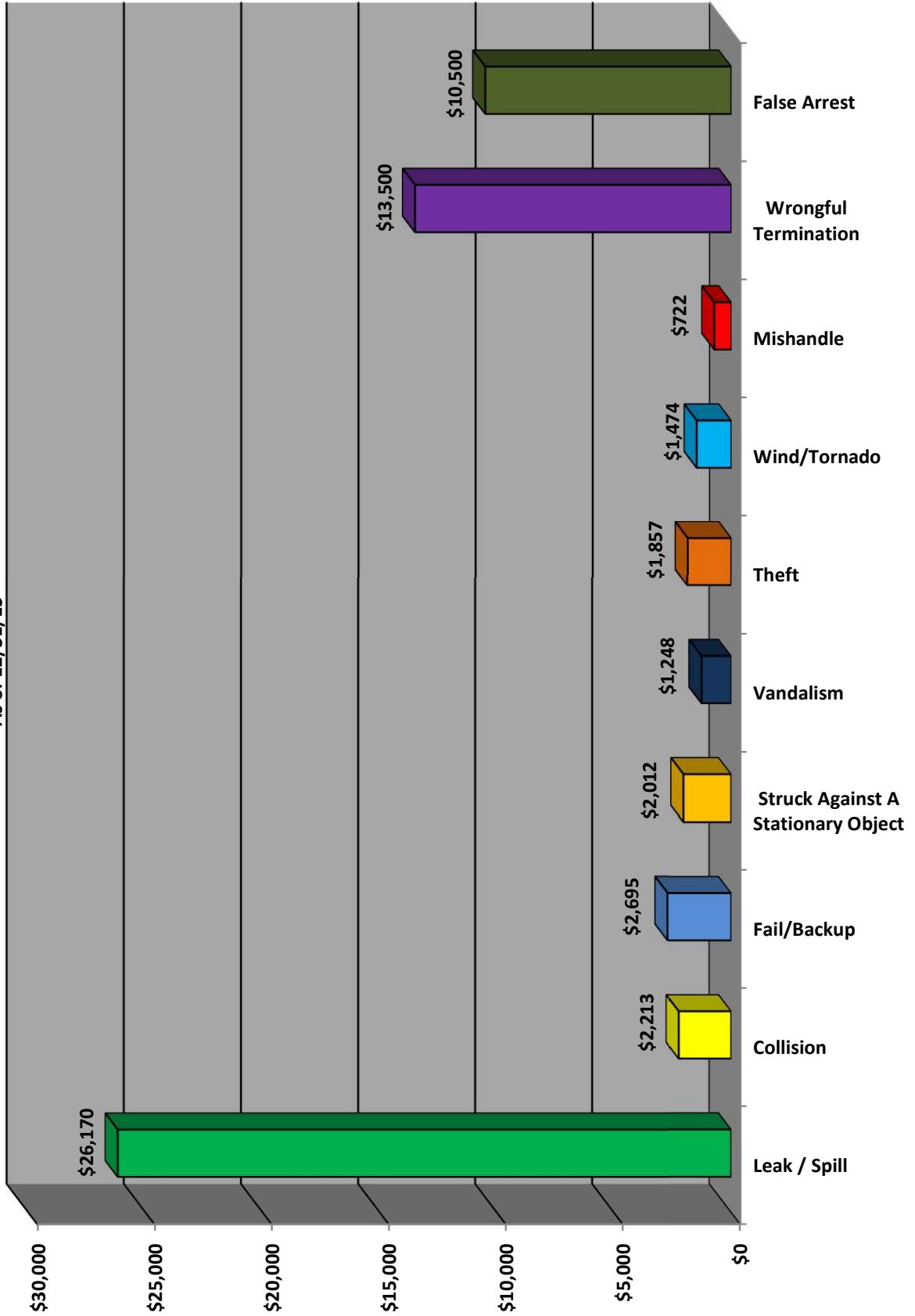
Lexington Fayette Urban County Government
Total Incurred Top Claims by Event Indicator 7/1/15-12/31/15
As of 12/31/15



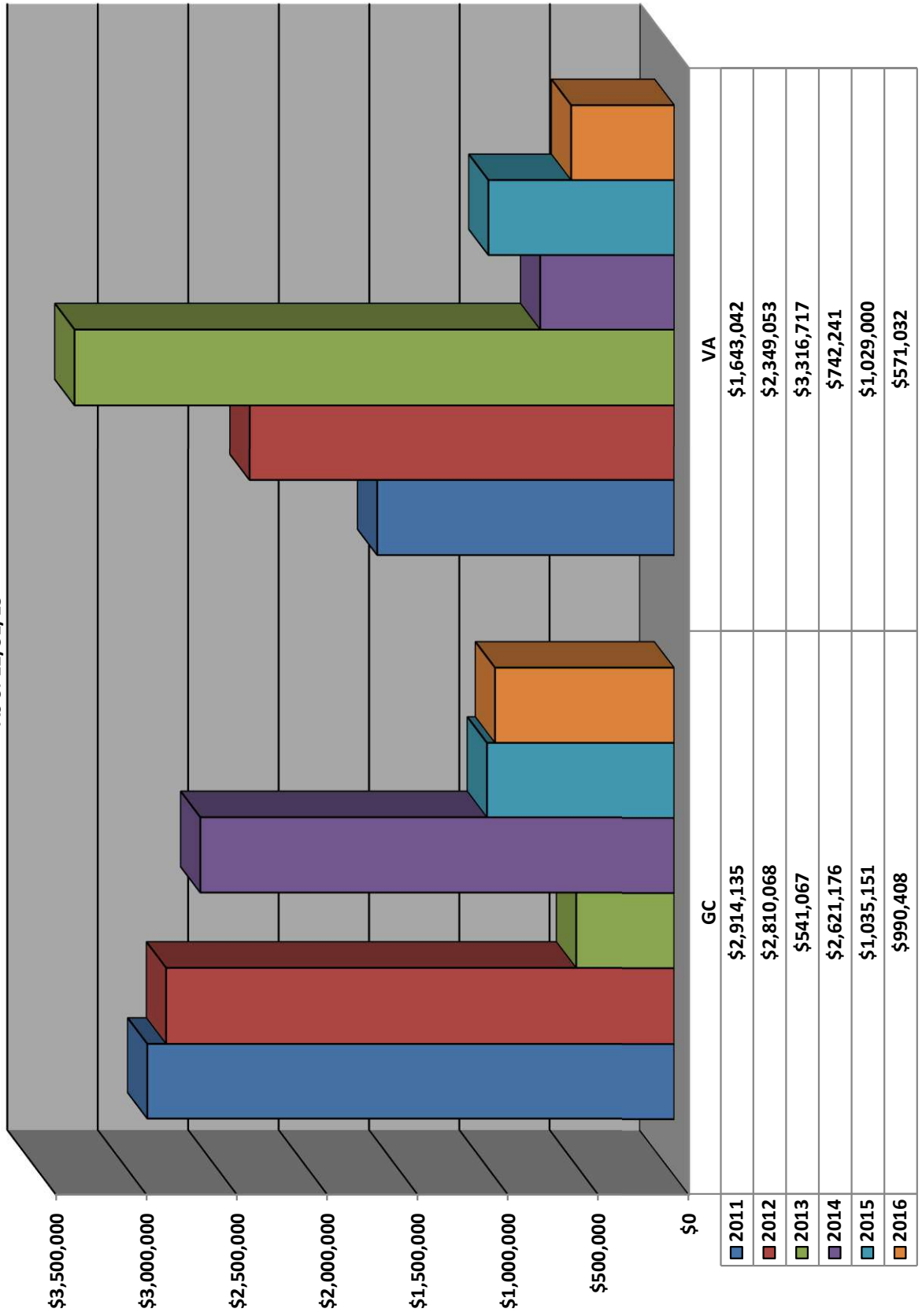
**Lexington Fayette Urban County Government
Top Workers by Event Indicator 7/1/15-12/31/15**
As of 12/31/15



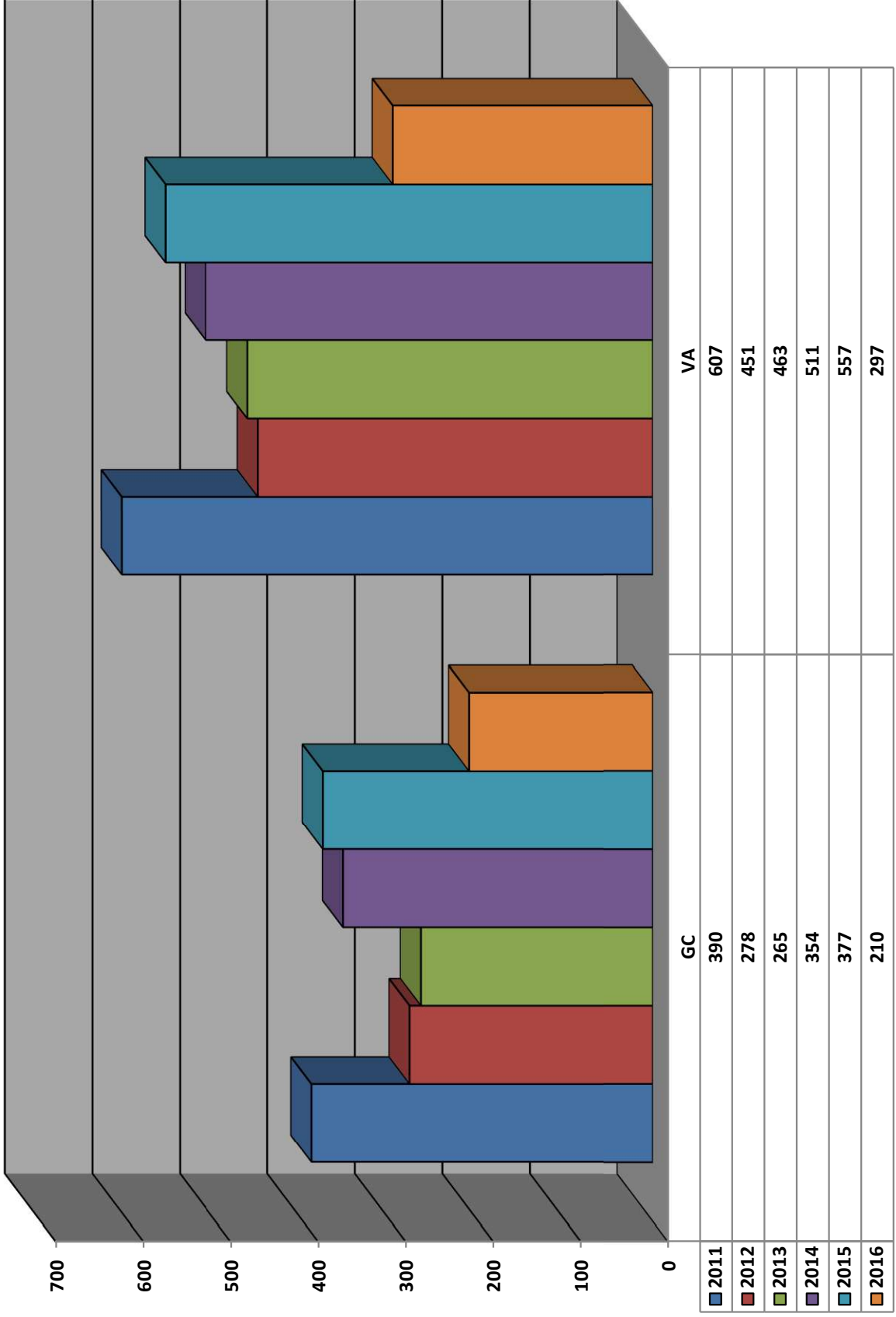
Lexington Fayette Urban County Government
Average Incurred For Top Claims By Event Indicator 7/1/15-12/31/15
As of 12/31/15



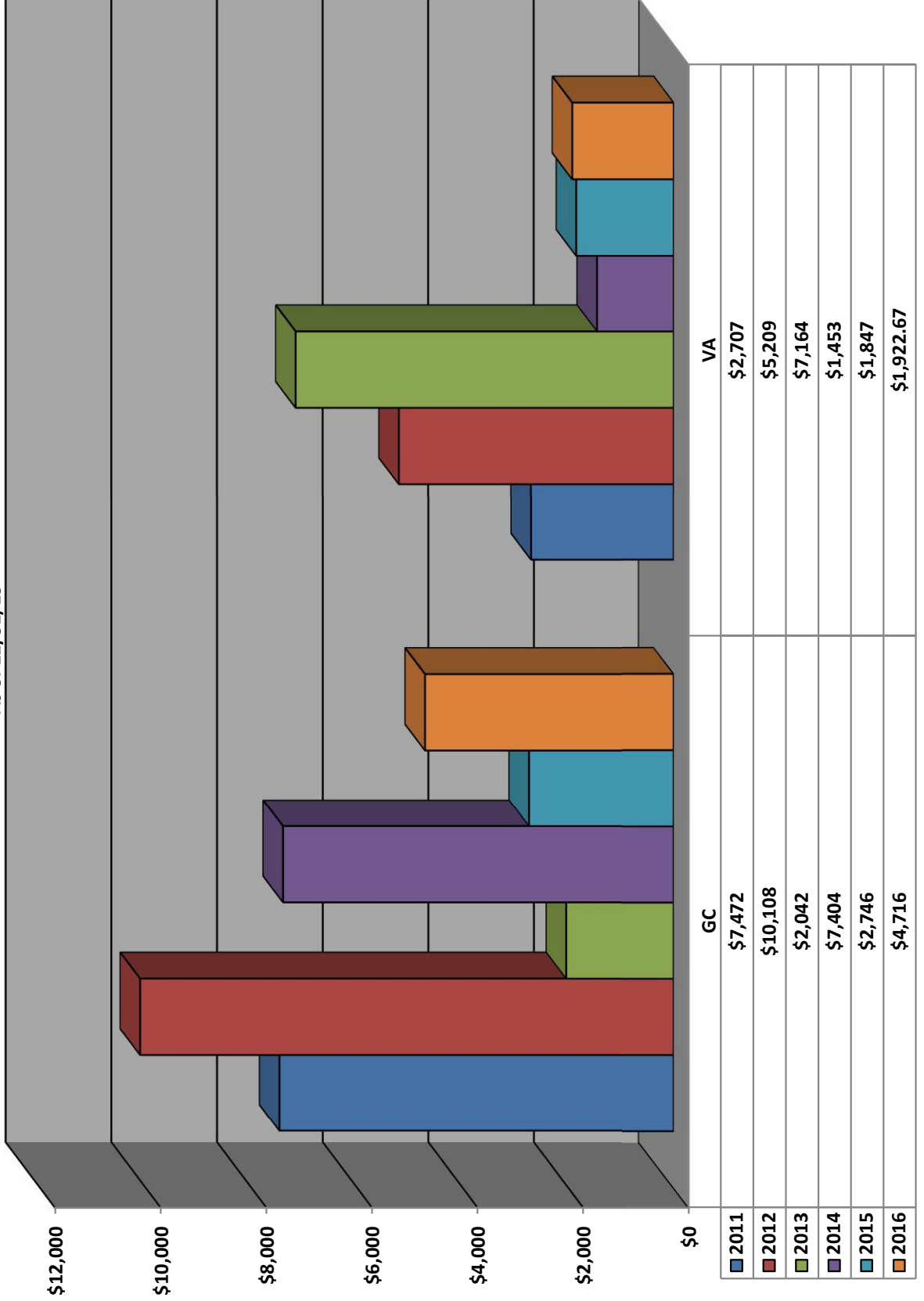
Lexington Fayette Urban County Government
Comparison of Total Incurred Line of Business By Severity Type 7/1/10-12/31/15
 As of 12/31/15



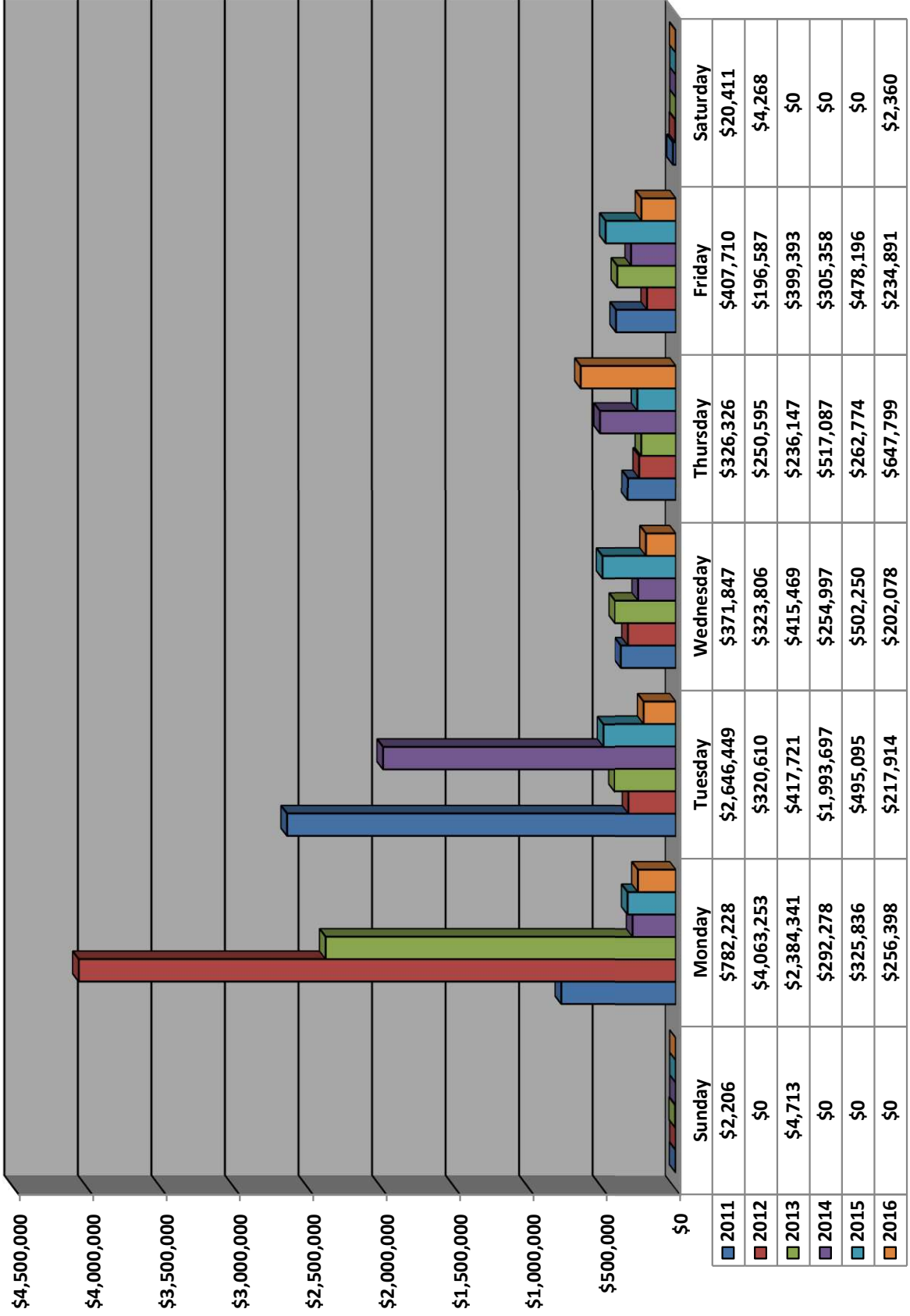
Lexington Fayette Urban County Government
Comparison of Total Claims For Line of Business Type 7/1/10-12/31/15
 As of 12/31/15



Lexington Fayette Urban County Government
Comparison of Average Incurred For Line of Business By Severity Type 7/1/10-12/31/15
 As of 12/31/15

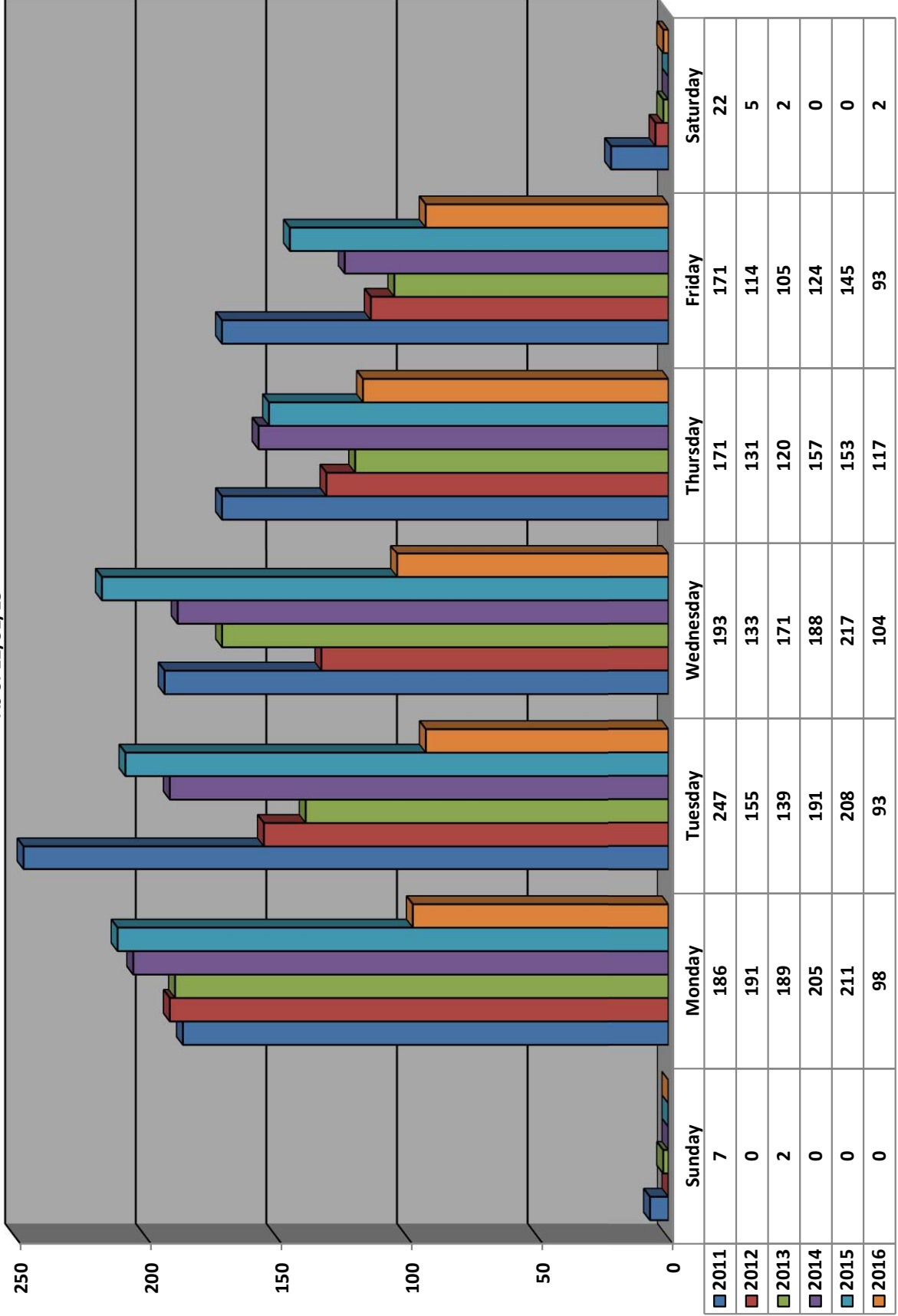


Lexington Fayette Urban County Government
Total Incurred Per Day of the Week 7/1/10-12/31/15
 As of 12/31/15

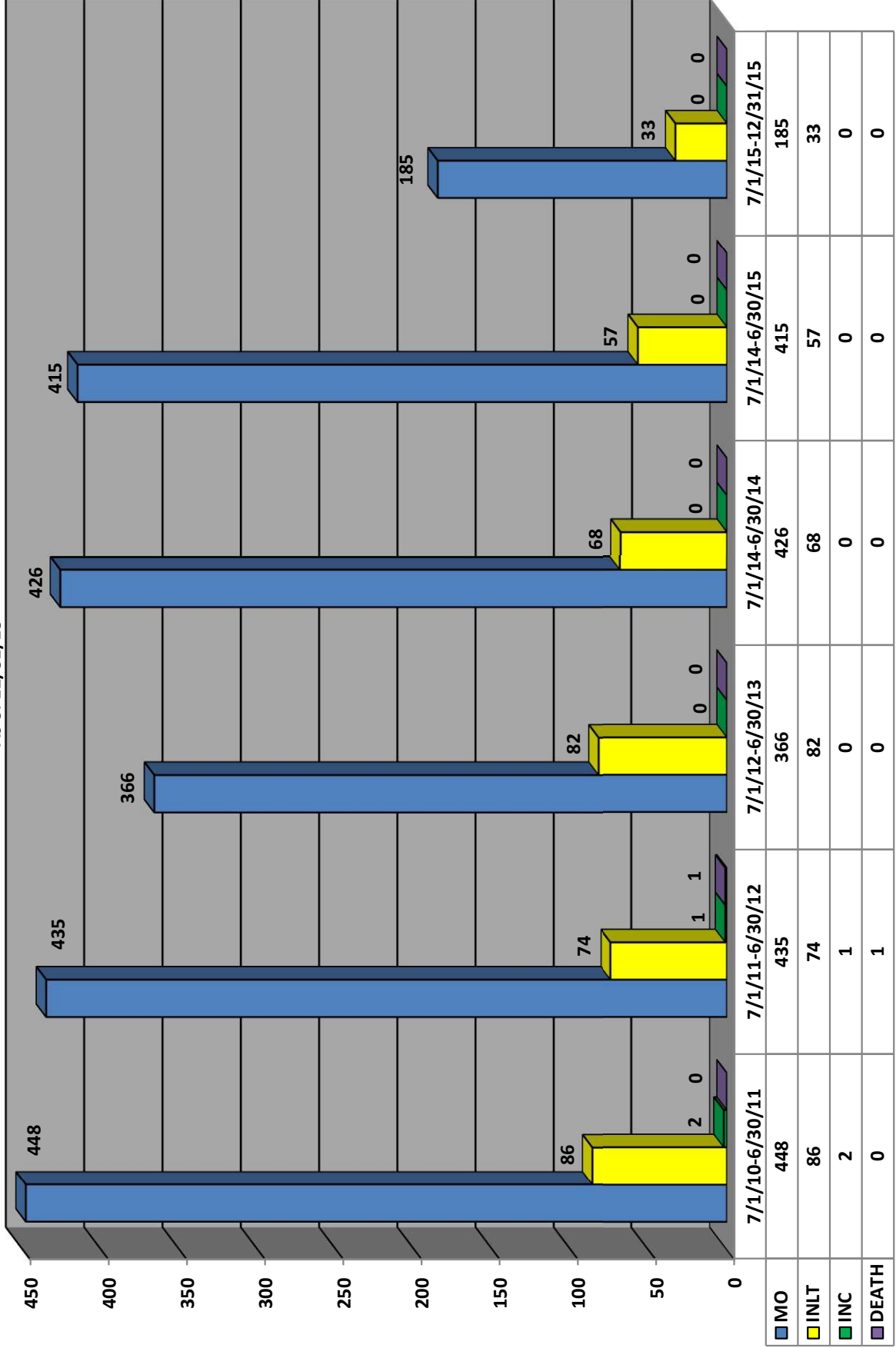


**Lexington Fayette Urban County Government
Total Claims Per Day of the Week 7/1/10-12/31/15**

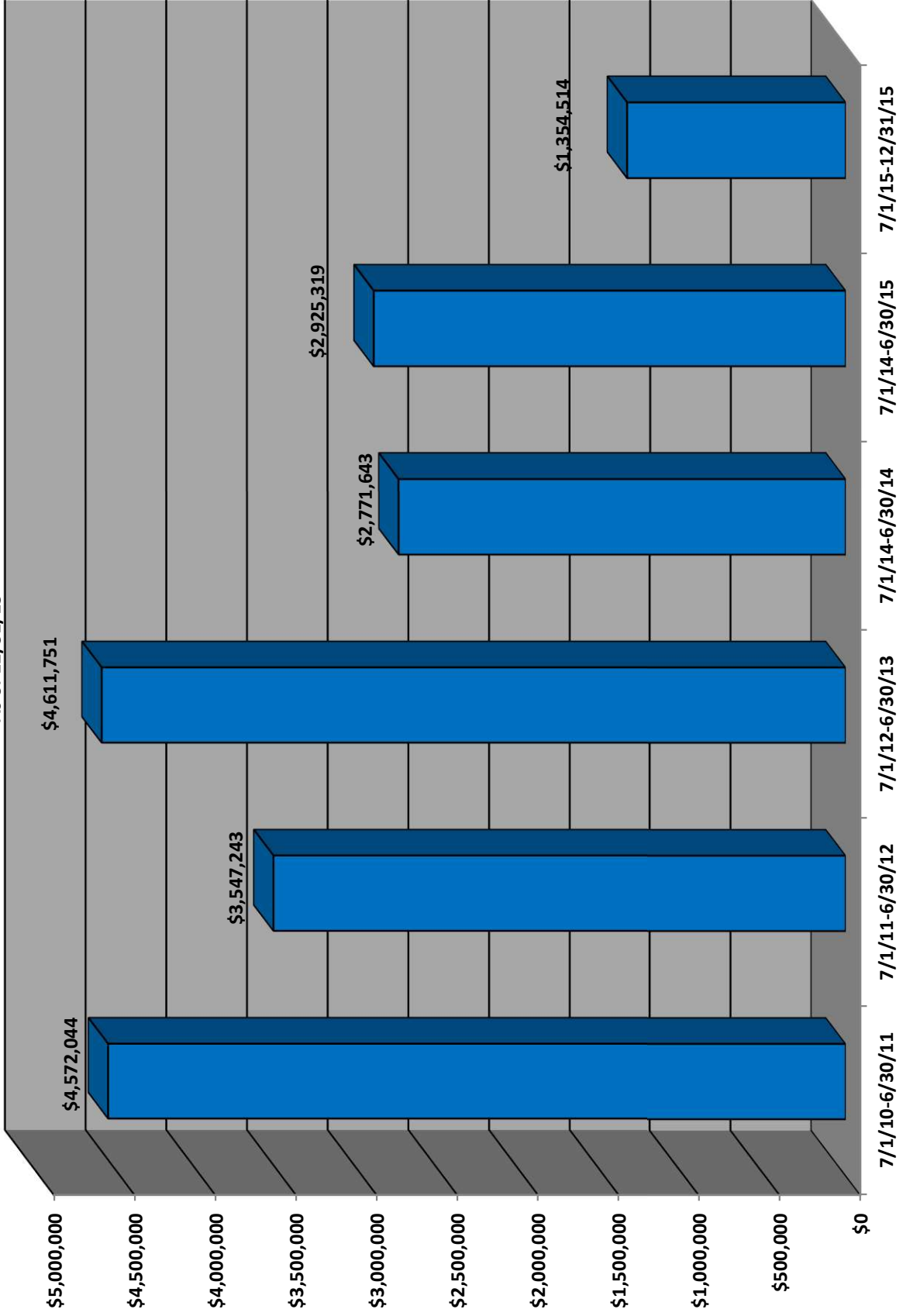
As of 12/31/15



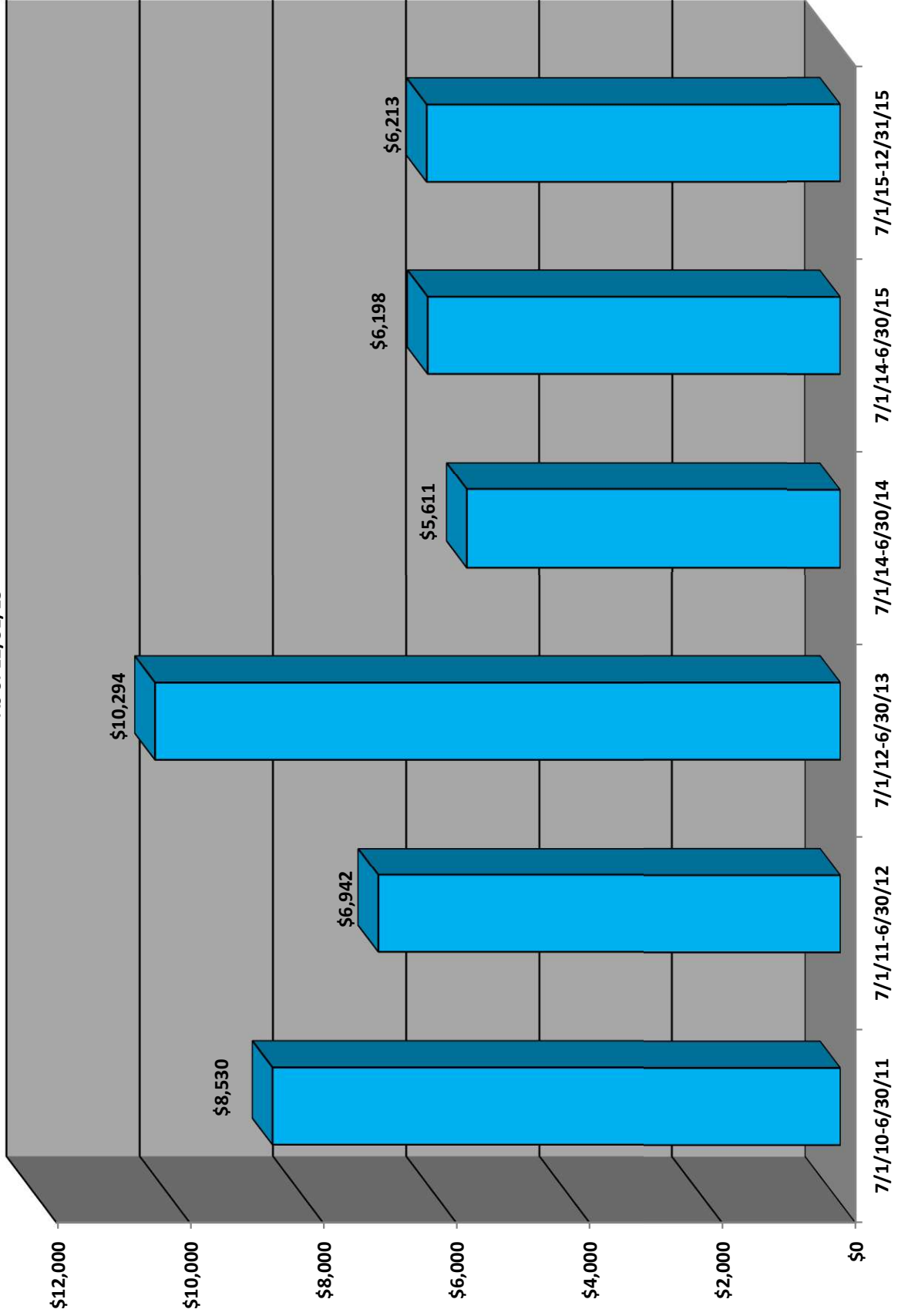
Lexington Fayette Urban County Government Total Claims As of 12/31/15



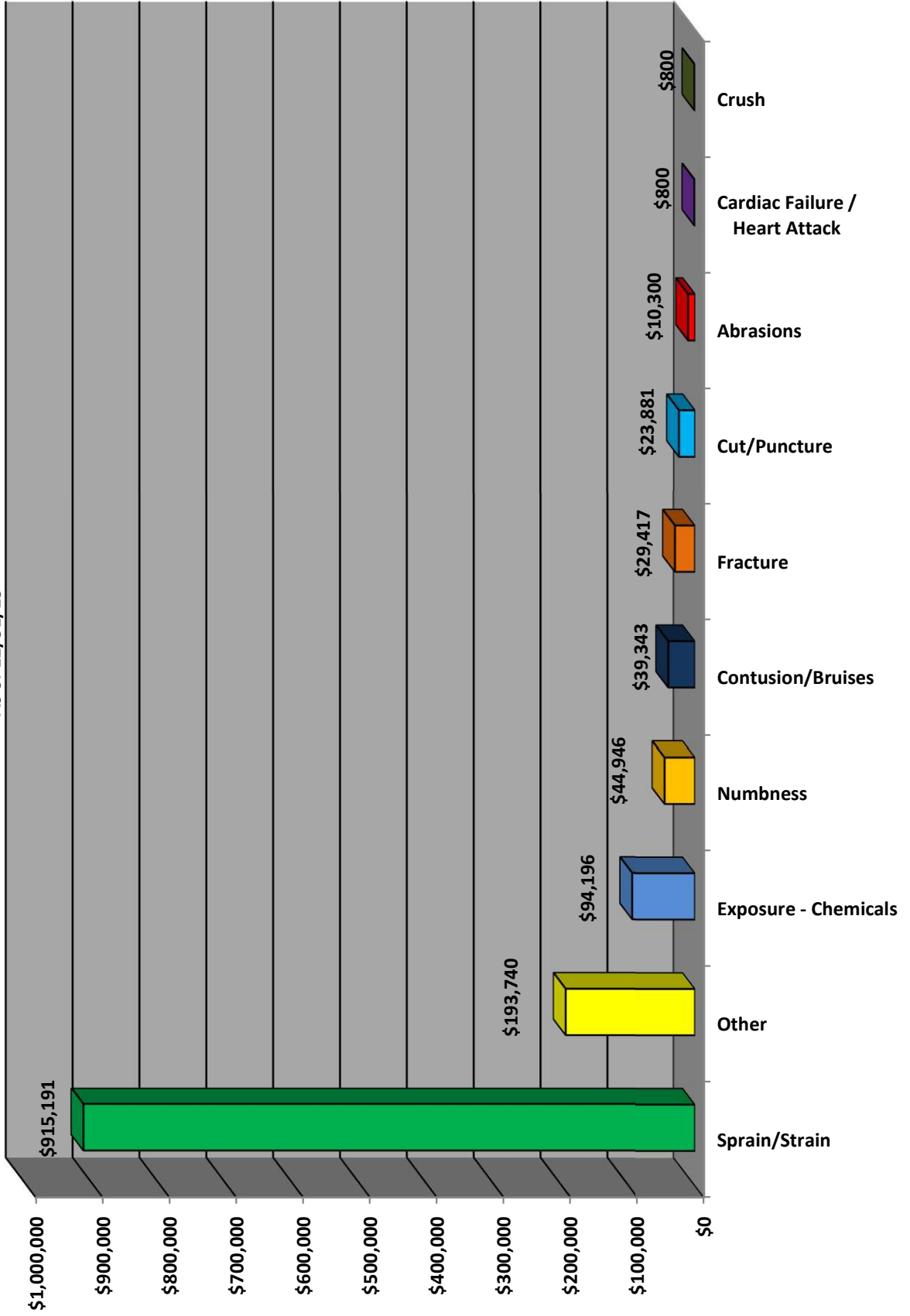
Lexington Fayette Urban County Government Total Incurred As of 12/31/15



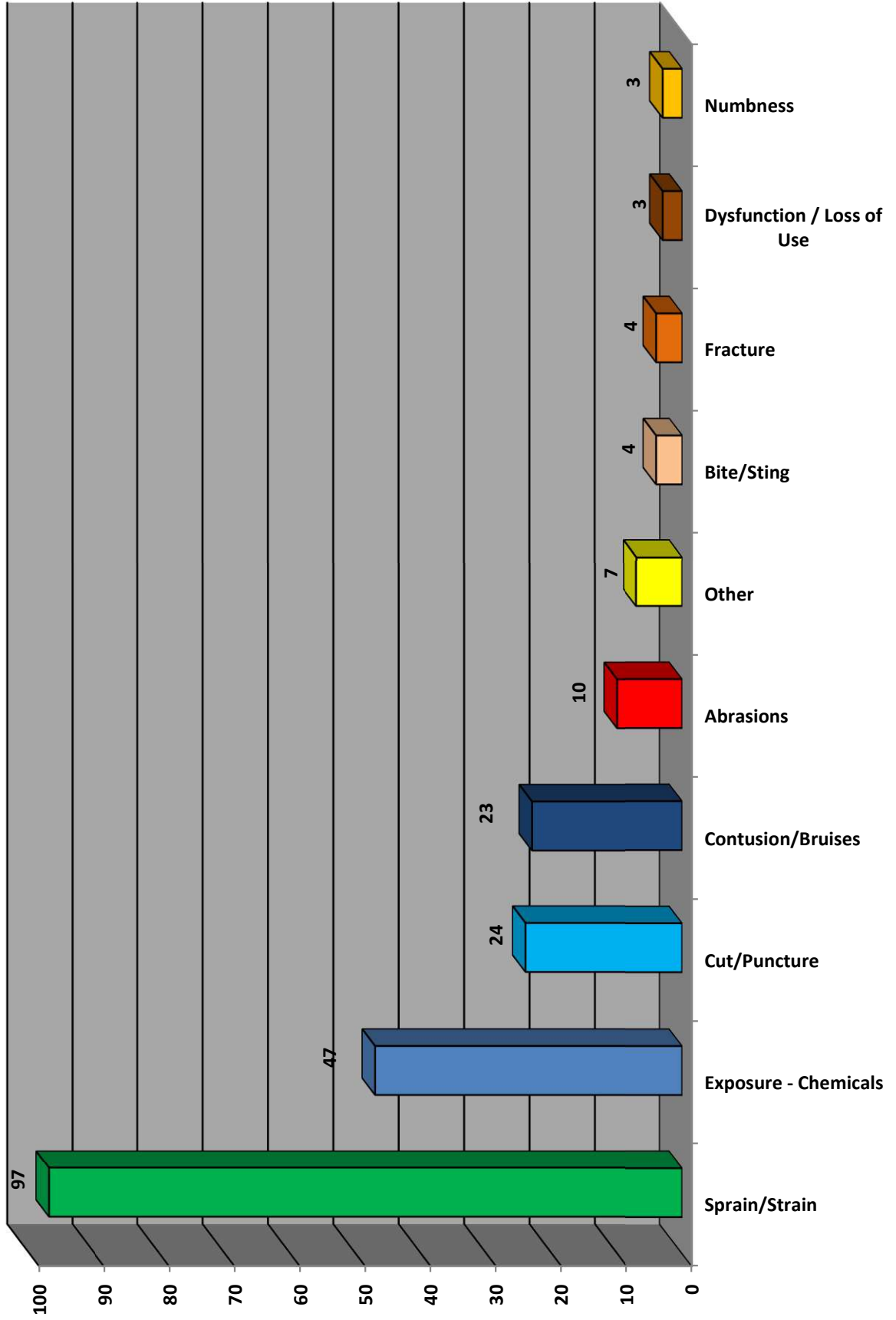
Lexington Fayette Urban County Government
Average Claim Cost
As of 12/31/15



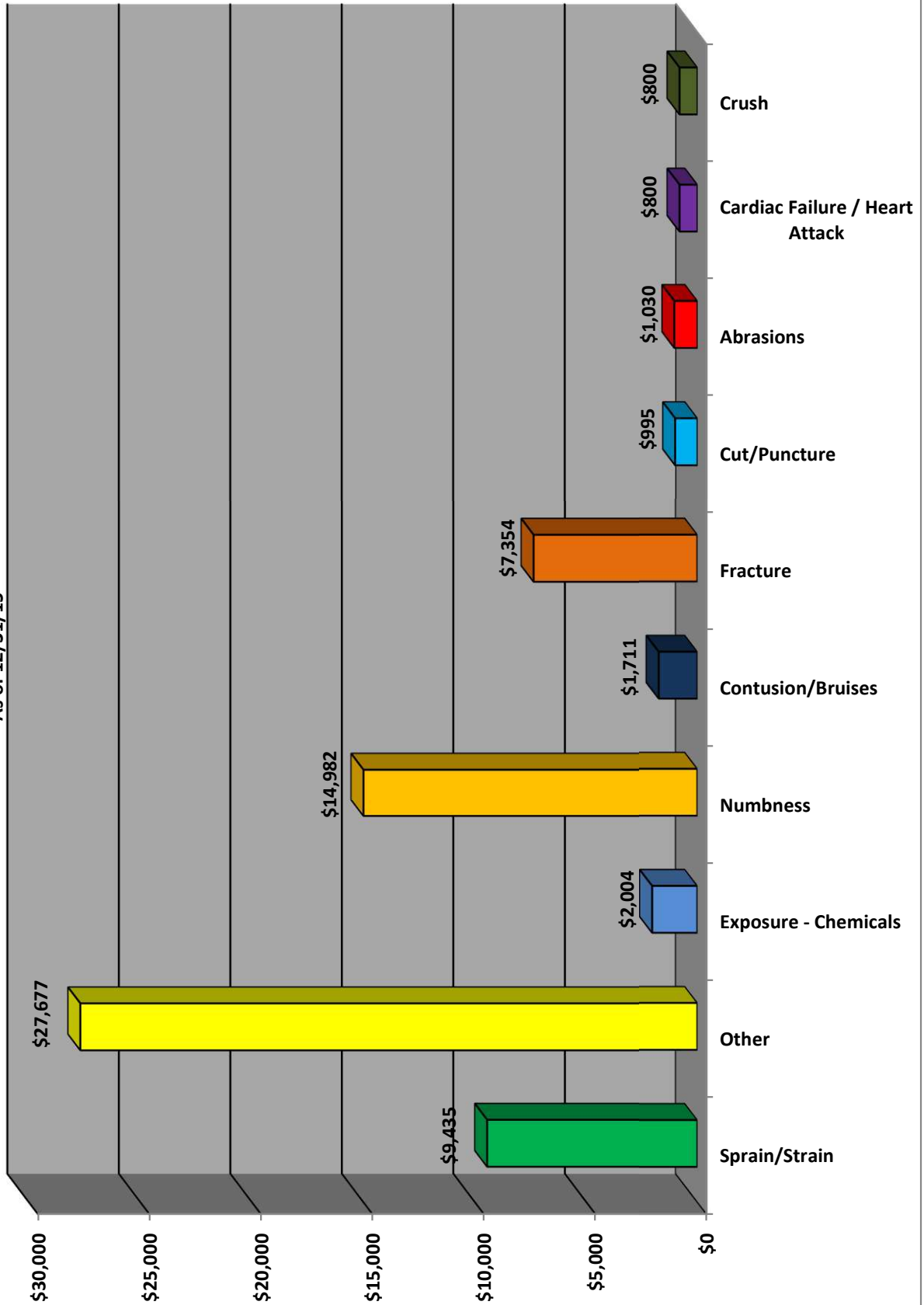
Lexington Fayette Urban County Government
Total Incurred Top Workers' Comp Claims by Severity Type 7/1/15-12/31/15
 As of 12/31/15



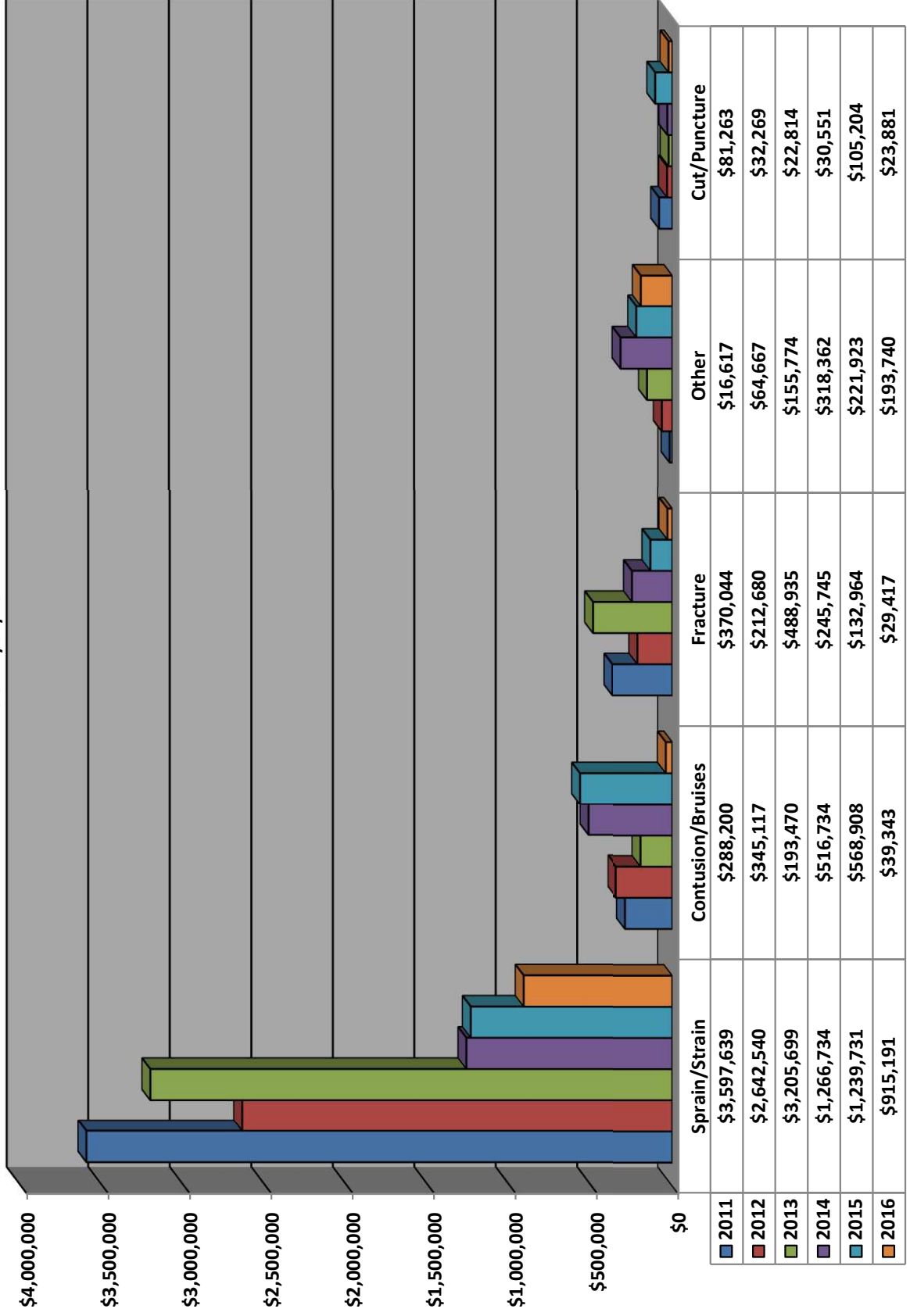
Lexington Fayette Urban County Government
Top Workers' Comp Claims by Frequency Type 7/1/15-12/31/15
As of 12/31/15



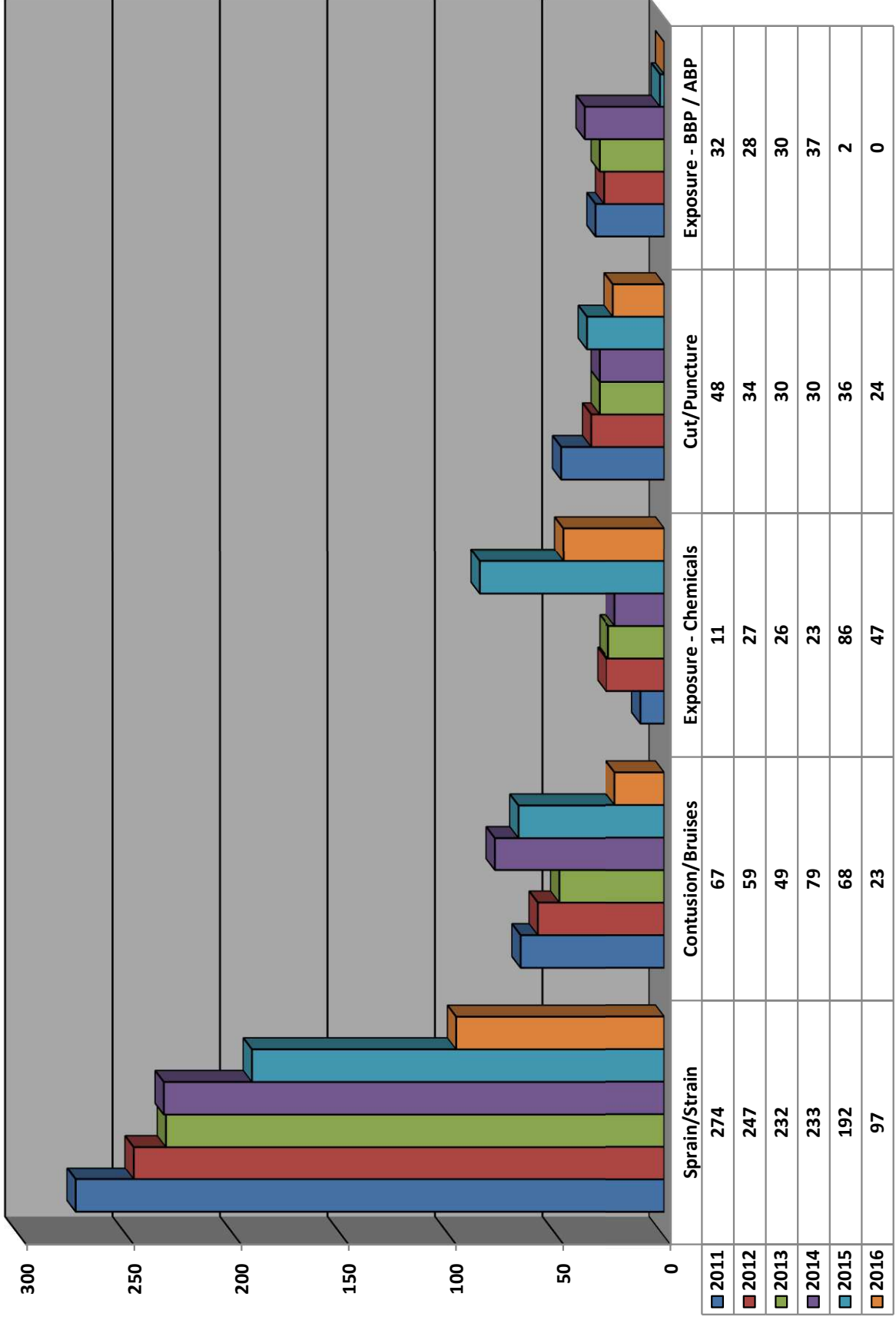
Lexington Fayette Urban County Government
Average Incurred For Top Workers' Comp Claims By Severity Type 7/1/15-12/31/15
 As of 12/31/15



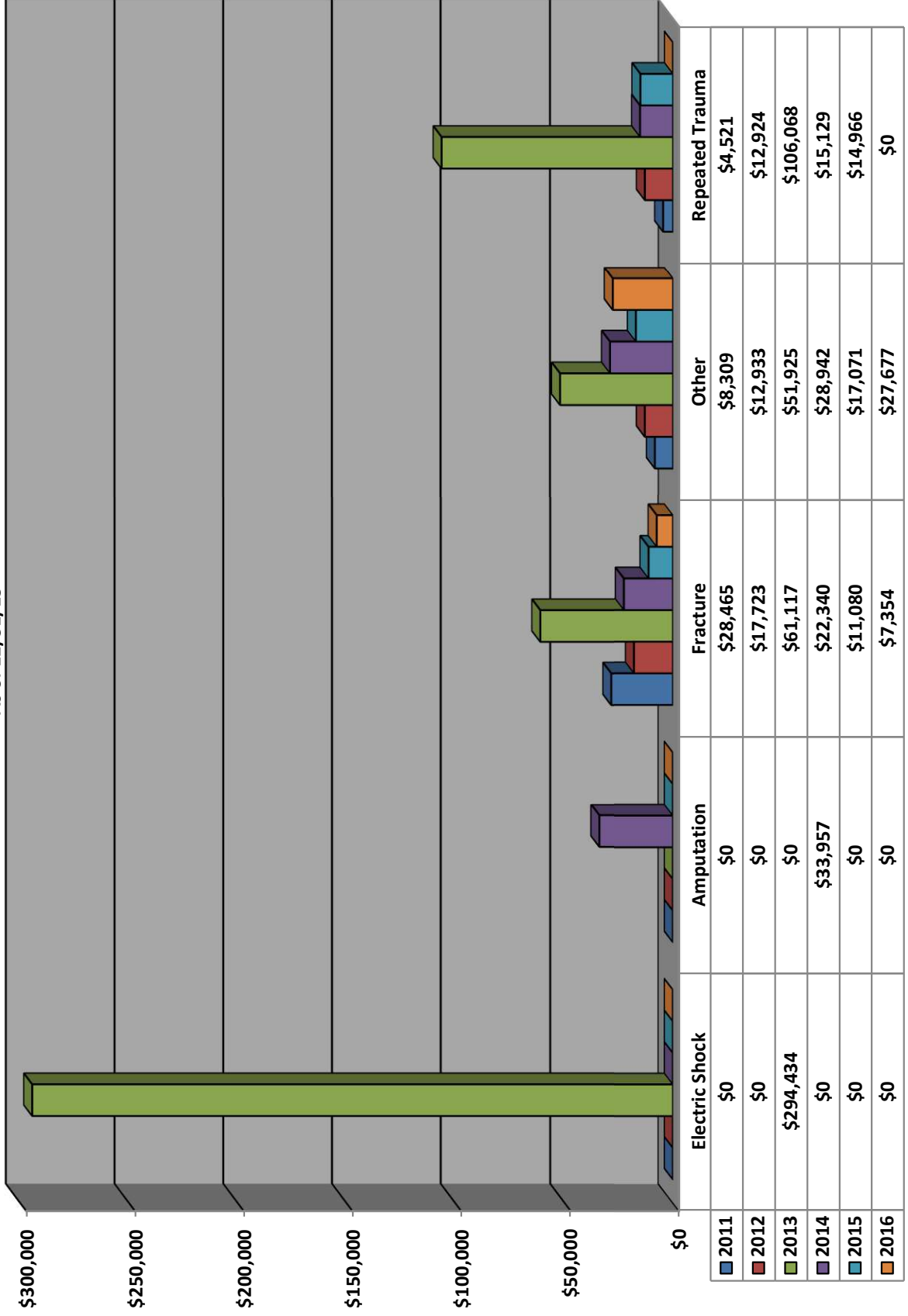
Lexington Fayette Urban County Government
Comparison of Total Incurred For Top 5 Injury Types By Severity Type 7/1/10-12/31/15
 As of 12/31/15



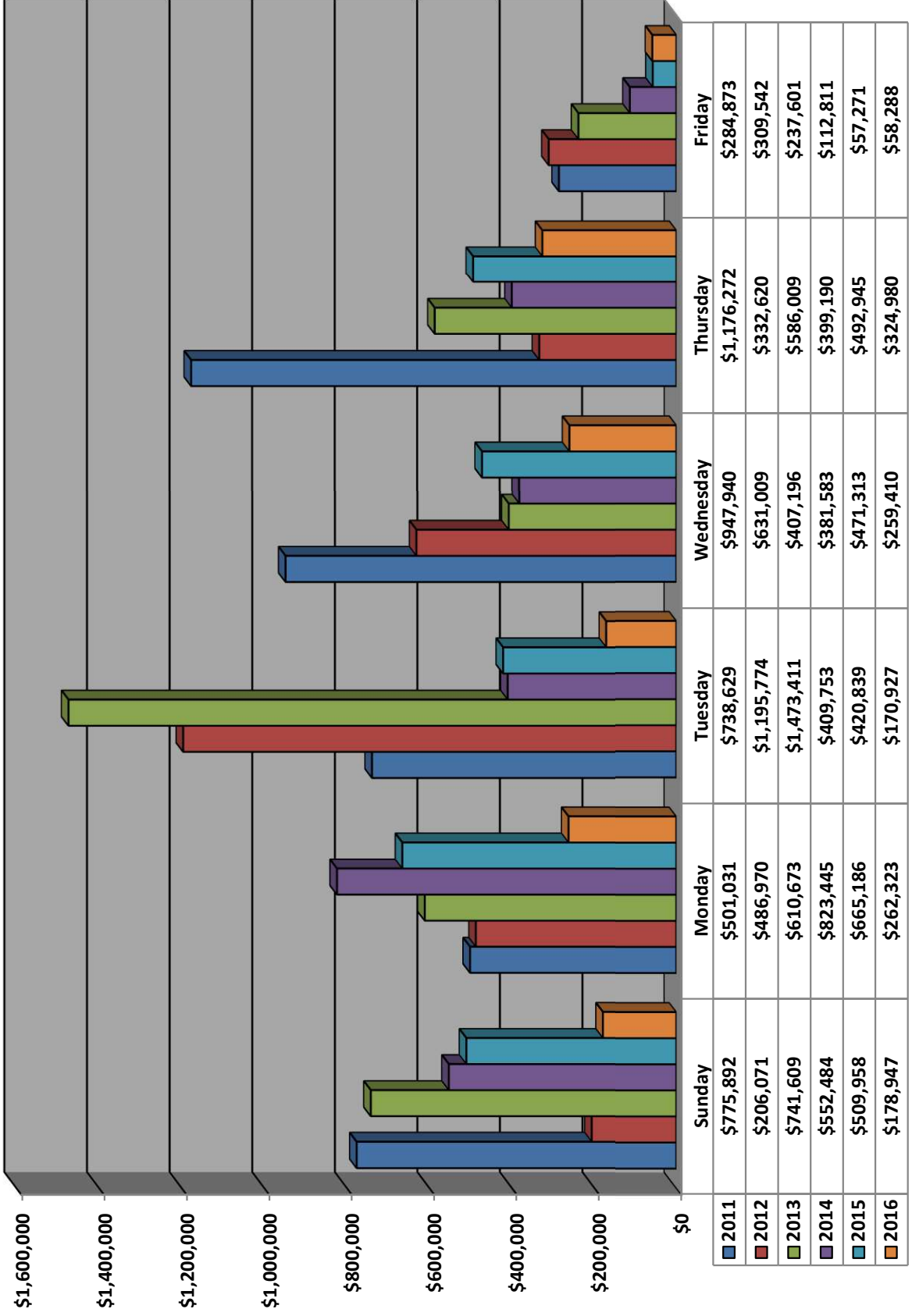
Lexington Fayette Urban County Government
Comparison of Total Claims For Top 5 Injury Types By Frequency Type 7/1/10-12/31/15
As of 12/31/15



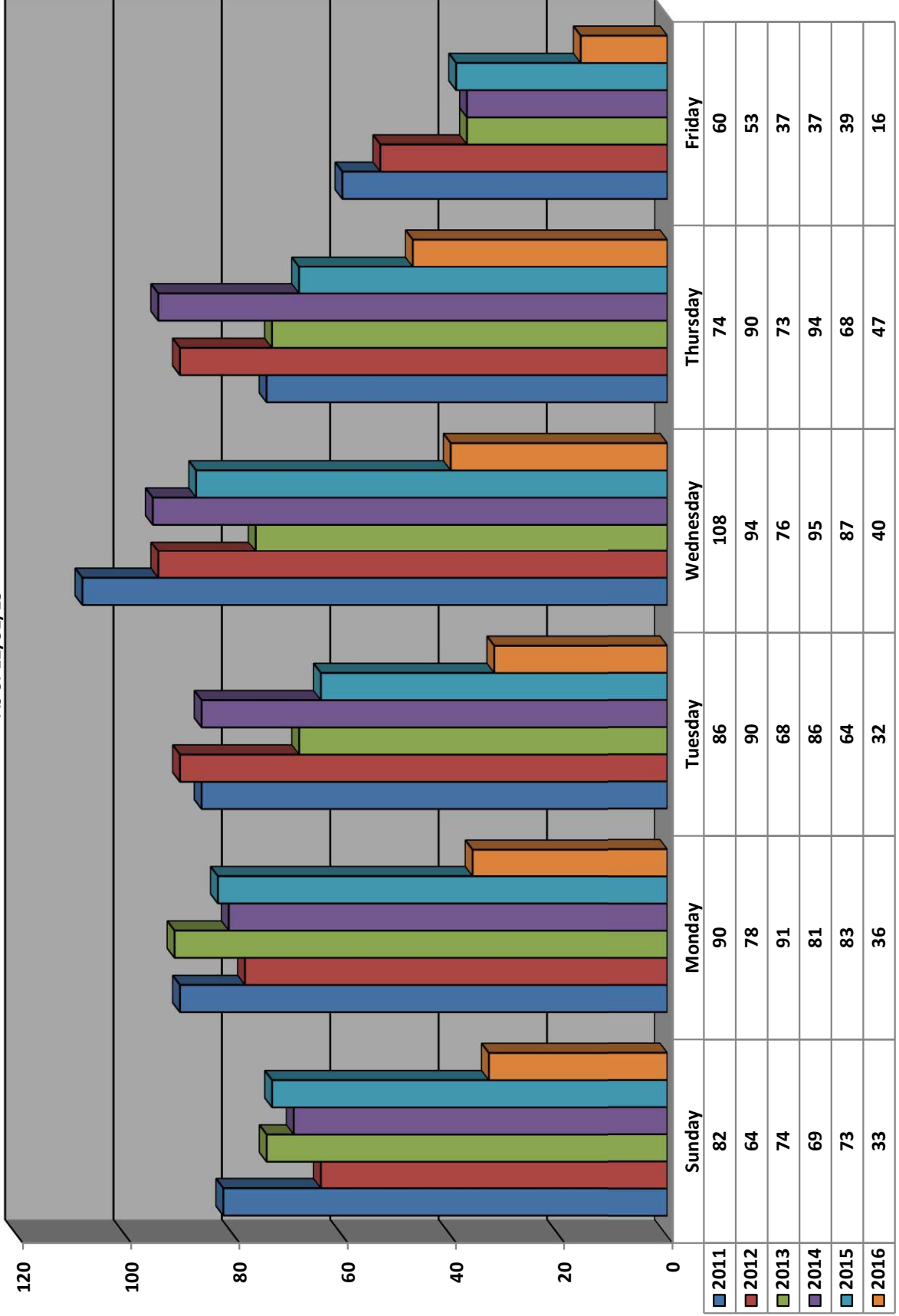
Lexington Fayette Urban County Government
Comparison of Average Incurred For Top 5 Injury Types By Severity Type 7/1/10-12/31/15
 As of 12/31/15



Lexington Fayette Urban County Government
Total Incurred Per Day of the Week 7/1/10-12/31/15
 As of 12/31/15



Lexington Fayette Urban County Government
Total Claims Per Day of the Week 7/1/10-12/31/15
 As of 12/31/15



Sample Claim Report: By Coverage Type

Sum of Total Incurred	Coverage						
Fiscal Year	AL	AP	GL	PF	WC	(blank)	Grand Total
1982	\$54,342	\$15,149	\$30,140	\$8,188	\$330,956		\$438,775
1983	\$69,509	\$47,848	\$120,614	\$27,429	\$326,048		\$591,448
1984	\$125,450	\$47,236	\$258,043	\$42,593	\$802,007		\$1,275,329
1985	\$79,622	\$60,480	\$106,950	\$33,086	\$1,296,966		\$1,577,105
1986	\$201,165	\$47,320	\$166,118	\$58,507	\$772,595		\$1,245,705
1987	\$94,967	\$66,224	\$251,431	\$118,519	\$1,261,749		\$1,792,889
1988	\$134,772	\$119,112	\$74,314	\$66,471	\$751,247		\$1,145,917
1989	\$139,793	\$102,178	\$61,765	\$69,360	\$1,396,292		\$1,769,388
1990	\$188,132	\$191,389	\$407,170	\$199,147	\$1,183,169		\$2,169,006
1991	\$222,800	\$136,476	\$195,072	\$197,907	\$1,138,272		\$1,890,526
1992	\$623,446	\$278,930	\$194,995	\$462,780	\$2,437,096		\$3,997,247
1993	\$316,409	\$179,911	\$590,048	\$452,296	\$1,637,516		\$3,176,181
1994	\$340,848	\$277,978	\$1,268,607	\$237,242	\$3,931,596		\$6,056,271
1995	\$164,946	\$205,516	\$1,496,190	\$157,313	\$1,166,830		\$3,190,794
1996	\$182,468	\$285,553	\$306,628	\$179,597	\$2,031,933		\$2,986,180
1997	\$297,124	\$150,799	\$982,553	\$135,595	\$1,897,536		\$3,463,608
1998	\$265,910	\$267,464	\$1,089,227	\$242,626	\$2,138,909		\$4,004,137
1999	\$500,504	\$253,835	\$5,267,044	\$194,601	\$2,054,310		\$8,270,293
2000	\$376,814	\$202,789	\$1,662,284	\$501,546	\$2,663,912		\$5,407,346
2001	\$141,790	\$213,310	\$1,017,680	\$316,897	\$2,986,472		\$4,676,150
2002	\$812,924	\$235,520	\$851,349	\$404,563	\$2,134,177		\$4,438,533
2003	\$298,325	\$270,832	\$1,425,137	\$348,860	\$4,839,861	\$0	\$7,183,017
2004	\$1,985,775	\$309,964	\$1,276,575	\$498,662	\$3,797,696		\$7,868,672
2005	\$1,296,901	\$239,974	\$264,962	\$278,717	\$3,445,233		\$5,525,788
2006	\$768,139	\$237,316	\$2,679,578	\$365,757	\$3,897,892		\$7,948,682
2007	\$1,942,637	\$335,026	\$2,975,558	\$686,184	\$2,444,044		\$8,383,450
2008	\$235,954	\$393,298	\$1,092,382	\$453,697	\$2,983,918		\$5,159,249
2009	\$487,324	\$322,631	\$1,187,188	\$512,060	\$4,971,318		\$7,480,521
2010	\$1,054,597	\$454,565	\$1,595,147	\$297,611	\$4,630,941		\$8,032,861
2011	\$962,657	\$509,605	\$729,203	\$431,626	\$4,175,277		\$6,808,368
2012	\$1,706,980	\$410,731	\$1,642,311	\$486,116	\$3,455,017		\$7,701,155
2013	\$2,404,037	\$617,105	\$319,625	\$482,790	\$4,829,249		\$8,652,805
2014	\$351,627	\$459,541	\$295,827	\$808,259	\$2,458,403		\$4,373,658
2015	\$403,473	\$535,388	\$114,633	\$1,105,795	\$2,203,388		\$4,362,677
Grand Total	\$19,232,165	\$8,480,994	\$31,996,347	\$10,862,398	\$82,471,827	\$0	\$153,043,732

Sample Claim Report - Coverage Summary

Fiscal Year - Events.Fiscal Year	Coverage Type Code	Claim Count	Open Claims	Paid Sum	Reserve Balance Sum	Collection Sum	Incurred	Average Cost per Claim
2014	AL	137	6	243,048.00	152,360.65	870.00	394,538.65	2,879.84
	AP	416	3	556,087.04	1,890.00	99,165.16	458,811.88	1,102.91
	GL	100	5	202,165.43	86,982.51	0.00	289,147.94	2,891.48
	PD	302	4	2,374,035.08	0.00	1,565,578.78	808,456.30	2,677.01
	WC	501	24	2,056,633.56	390,801.50	1,970.73	2,445,464.33	4,881.17
2014	Sum:	1457	42	5,431,969.11	632,034.66	1,667,584.67	4,396,419.10	3,017.45

Fiscal Year - Events.Fiscal Year	Coverage Type Code	Claim Count	Open Claims	Paid Sum	Reserve Balance Sum	Collection Sum	Incurred	Average Cost per Claim
2015	AL	145	5	301,748.55	123,349.05	1,350.00	423,747.60	2,922.40
	AP	410	3	552,644.12	0.00	119,142.99	433,501.13	1,057.32
	GL	61	8	103,614.75	85,389.71	0.00	189,004.46	3,098.43
	PD	370	8	1,264,026.32	32,708.68	108,099.66	1,188,635.34	3,212.53
	WC	491	68	2,030,932.40	978,672.00	18,433.44	2,991,170.96	6,092.00
2015	Sum:	1477	92	4,252,966.14	1,220,119.44	247,026.09	5,226,059.49	3,538.29

Fiscal Year - Events.Fiscal Year	Coverage Type Code	Claim Count	Open Claims	Paid Sum	Reserve Balance Sum	Collection Sum	Incurred	Average Cost per Claim
2016	AL	118	35	197,781.32	125,862.00	1,370.40	322,272.92	2,731.13
	AP	326	114	338,136.57	136,726.39	40,369.26	434,493.70	1,332.80
	GL	42	9	59,242.62	102,167.97	0.00	161,410.59	3,843.11
	PD	233	63	980,170.31	180,365.67	42,236.79	1,118,299.19	4,799.57
	WC	304	146	673,108.99	1,088,319.32	0.00	1,761,428.31	5,794.17
2016	Sum:	1023	367	2,248,439.81	1,633,441.35	83,976.45	3,797,904.71	3,712.52

Sum:	3957	501	11,933,375.06	3,485,595.45	1,998,587.21	13,420,383.30	3,391.56
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Sample Claim Report - Coverage Type Summary

Coverage Type Code	Fiscal Year - Events.Fiscal Year	Claim Type Code	Claim Count	Open Claims	Paid Sum	Reserve Balance Sum	Collection Sum	Incurred
AL	2014	ALBI	3	3	10,525.37	148,707.63	0.00	159,233.00
	2014	ALNF	1	0	1,163.91	0.00	0.00	1,163.91
	2014	ALPD	133	3	231,358.72	3,653.02	870.00	234,141.74
	2015	ALBI	8	2	27,719.34	97,890.50	0.00	125,609.84
	2015	ALNF	4	1	26,256.32	3,743.68	0.00	30,000.00
	2015	ALPD	133	2	247,772.89	21,714.87	1,350.00	268,137.76
AL	2016	ALBI	5	4	0.00	28,500.00	0.00	28,500.00
	2016	ALPD	113	31	197,362.00	97,362.00	1,370.40	293,772.92
Sum:			400	46	742,577.87	401,571.70	3,590.40	1,140,559.17

Coverage Type Code	Fiscal Year - Events.Fiscal Year	Claim Type Code	Claim Count	Open Claims	Paid Sum	Reserve Balance Sum	Collection Sum	Incurred
AP	2014	APPDCOLL	416	3	556,087.04	1,890.00	99,165.16	458,811.88
	2015	APPDCOLL	410	3	552,644.12	0.00	119,142.99	433,501.13
	2016	APPDCOLL	326	114	338,136.57	136,726.39	40,369.26	434,493.70
AP	Sum:		1152	120	1,446,867.73	138,616.39	258,677.41	1,326,806.71

Coverage Type Code	Fiscal Year - Events.Fiscal Year	Claim Type Code	Claim Count	Open Claims	Paid Sum	Reserve Balance Sum	Collection Sum	Incurred	
GL	2014	EBL	2	2	60,531.49	44,468.51	0.00	105,000.00	
	2014	GL-BI	7	1	8,944.02	2,159.50	0.00	11,103.52	
	2014	GLPD	89	0	120,544.42	0.00	0.00	120,544.42	
	2014	GL-PI	2	2	12,145.50	40,354.50	0.00	52,500.00	
	2015	GL-BI	11	3	25,090.95	28,565.42	0.00	53,656.37	
	2015	GLPD	45	1	42,986.69	361.40	0.00	43,348.09	
	2015	GL-PI	4	3	35,484.86	46,015.14	0.00	81,500.00	
	2015	LAW ENF	1	1	52.25	10,447.75	0.00	10,500.00	
	2016	GL-BI	2	1	70.00	5,000.00	0.00	5,070.00	
	2016	GLPD	37	5	23,331.88	32,008.71	0.00	55,340.59	
	2016	GL-PI	3	3	35,840.74	65,159.26	0.00	101,000.00	
	GL	Sum:		203	22	365,022.80	274,540.19	0.00	639,562.99

Coverage Type Code	Fiscal Year - Events.Fiscal Year	Claim Type Code	Claim Count	Open Claims	Paid Sum	Reserve Balance Sum	Collection Sum	Incurred
PD	2014	PROP	302	4	2,374,035.08	0.00	1,565,578.78	808,456.30
	2015	PROP	370	8	1,264,026.32	32,708.68	108,099.66	1,188,635.34
	2016	PROP	233	63	980,170.31	180,365.67	42,236.79	1,118,299.19
	PD	Sum:		905	4,618,231.71	213,074.35	1,715,915.23	3,115,390.83

Coverage Type Code	Fiscal Year - Events.Fiscal Year	Claim Type Code	Claim Count	Open Claims	Paid Sum	Reserve Balance Sum	Collection Sum	Incurred
WC	2014	INLT	71	22	1,602,980.91	386,636.44	732.90	1,988,884.45
	2014	MO	430	2	453,652.65	4,165.06	1,237.83	456,579.88
	2015	INLT	63	29	1,470,492.87	943,211.63	2,793.17	2,410,911.33
	2015	MO	428	39	560,439.53	35,460.37	15,640.27	580,259.63
	2016	INLT	49	41	490,677.13	985,930.83	0.00	1,476,607.96
	2016	MO	255	105	182,431.86	102,388.49	0.00	284,820.35
WC	Sum:		1296	238	4,760,674.95	2,457,792.82	20,404.17	7,199,063.60
Sum:			3957	501	11,933,375.06	3,485,595.45	1,998,587.21	13,420,383.30

Sample Claim Report - Claim Type Count Summary

Events Fiscal Year	Coverage Type	Events Fiscal Year	Claim Count	Open Claims	Paid Sum	Reserve Balance Sum	Collection Sum	Incurred
2014	AL	2014	137	6	243,048.00	152,360.65	870.00	394,538.65
2014	AP	2014	416	3	556,087.04	1,890.00	99,165.16	458,811.88
2014	GL	2014	100	5	202,165.43	86,982.51	0.00	289,147.94
2014	PD	2014	302	4	2,374,035.08	0.00	1,565,578.78	808,456.30
2014	WC	2014	501	24	2,056,633.56	390,801.50	1,970.73	2,445,464.33
2015	AL	2015	145	5	301,748.55	123,349.05	1,350.00	423,747.60
2015	AP	2015	410	3	552,644.12	0.00	119,142.99	433,501.13
2015	GL	2015	61	8	103,614.75	85,389.71	0.00	189,004.46
2015	PD	2015	370	8	1,264,026.32	32,708.68	108,099.66	1,188,635.34
2015	WC	2015	491	68	2,030,932.40	978,672.00	18,433.44	2,991,170.96
2016	AL	2016	118	35	197,781.32	125,862.00	1,370.40	322,272.92
2016	AP	2016	326	114	338,136.57	136,726.39	40,369.26	434,493.70
2016	GL	2016	42	9	59,242.62	102,167.97	0.00	161,410.59
2016	PD	2016	233	63	980,170.31	180,365.67	42,236.79	1,118,299.19
2016	WC	2016	304	146	673,108.99	1,088,319.32	0.00	1,761,428.31
All Lines All Years:			3957	501	11,933,375.06	3,485,595.45	1,998,587.21	13,420,383.30

Sample Claim Report - Property Claims

Fiscal Year	Claim Number	Claim Type Code	Event Department	Department Name	Event Date	Paid Sum	Reserve Balance Sum	Collection Sum	Incurred Sum
2020	289919	PROP	Operations	Operations	7/1/2020	\$3,496.00	\$0.00	\$0.00	\$3,496.00
	289928	PROP	Bureau of Patrol	Bureau of Patrol	7/3/2020	\$80.00	\$0.00	\$0.00	\$80.00
	289988	PROP	Parks Maintenance Admin.	Parks Maintenance Admin.	7/14/2020	\$4,950.00	\$0.00	\$0.00	\$4,950.00
	289989	PROP	Property Maintenance Operating	Property Maintenance Operating	7/15/2020	\$10,167.28	\$0.00	\$0.00	\$10,167.28
	290362	PROP	Parks Maintenance Admin.	Parks Maintenance Admin.	9/23/2020	\$0.00	\$1,500.00	\$0.00	\$1,500.00
	290371	PROP	Fire & Emergency Management	Fire & Emergency Management	9/24/2020	\$700.00	\$0.00	\$0.00	\$700.00
	290376	PROP	Parks Maintenance Admin.	Parks Maintenance Admin.	9/25/2020	\$239.00	\$0.00	\$0.00	\$239.00
	290377	PROP	Parks Maintenance Admin.	Parks Maintenance Admin.	9/26/2020	\$0.00	\$0.00	\$0.00	\$0.00
	290378	PROP	Parks Maintenance Admin.	Parks Maintenance Admin.	9/27/2020	\$2,058.55	\$0.00	\$0.00	\$2,058.55
	290478	PROP	Operations	Operations	10/7/2020	\$3,753.80	\$0.00	\$0.00	\$3,753.80
	290480	PROP	Operations	Operations	10/8/2020	\$3,812.30	\$0.00	\$0.00	\$3,812.30
	290483	PROP	Street Maintenance	Street Maintenance	10/9/2020	\$2,880.00	\$0.00	\$0.00	\$2,880.00
	290486	PROP	Property Maintenance Operating	Property Maintenance Operating	10/10/2020	\$5,920.00	\$0.00	\$0.00	\$5,920.00
	290493	PROP	Operations	Operations	10/14/2020	\$525.00	\$0.00	\$0.00	\$525.00
	290497	PROP	Waste Management Administration	Waste Management Administration	10/16/2020	\$4,396.69	\$0.00	\$0.00	\$4,396.69
	290583	PROP	Property Maintenance Operating	Property Maintenance Operating	10/29/2020	\$13,089.20	\$0.00	\$0.00	\$13,089.20
	290849	PROP	Operations	Operations	12/30/2020	\$9,462.00	\$2,326.25	\$0.00	\$11,788.25
	290859	PROP	Fire & Emergency Management	Fire & Emergency Management	1/10/2021	\$0.00	\$1,500.00	\$0.00	\$1,500.00
	290875	PROP	Street Maintenance	Street Maintenance	1/11/2021	\$0.00	\$1,500.00	\$0.00	\$1,500.00
	290876	PROP	Street Maintenance	Street Maintenance	1/12/2021	\$1,450.00	\$50.00	\$0.00	\$1,500.00
	290887	PROP	Street Maintenance	Street Maintenance	1/13/2021	\$0.00	\$1,500.00	\$0.00	\$1,500.00
	290889	PROP	Fire & Emergency Management	Fire & Emergency Management	1/14/2021	\$0.00	\$1,500.00	\$0.00	\$1,500.00
2020	22				Sum:	\$66,979.82	\$9,876.25	\$0.00	\$76,856.07

Claim	Legal Fees	
	Total	Quarter 10/1/20 - 12/31/20
Sample Claimant	\$ 557,706	\$ 52,195
Sample Claimant	\$ 20,118	\$ 390
Sample Claimant	\$ 40,695	\$ 4,888
Sample Claimant	\$ 16,229	\$ 8,253
Sample Claimant	\$ 7,875	\$ 248
Sample Claimant	\$ 2,610	\$ 1,305
Sample Claimant	\$ 58,127	\$ 150
Sample Claimant	\$ 2,385	\$ 75

Payment History (General Claims [Sample Claimant])

Control #	Check #	Trans Date	Type	Clr?	Void?	Status	Payee	Check Amount	From Date	To Date	Invoice #	Transaction Type	CheckDate
431440	110555	1/25/2016	Payment	No	No	Printed	Law Firm PLLC	\$1,050.00	12/21/2015	12/29/2015	122RR	Bi - Legal	1/25/2016
430197	109488	12/15/2015	Payment	No	No	Printed	Law Firm PLLC	\$2,686.00	11/4/2015	11/9/2015	108RR	Bi - Legal	12/21/2015
429822	109167	11/25/2015	Payment	No	No	Printed	Law Firm PLLC	\$698.00	10/6/2015	10/29/2015	102	Bi - Legal	11/30/2015
427921	107561	9/24/2015	Payment	No	No	Printed	Law Firm PLLC	\$907.50	8/7/2015	8/25/2015	0076RR	Bi - Legal	9/28/2015
426978	106802	8/19/2015	Payment	No	No	Printed	Law Firm PLLC	\$808.50	7/15/2015	7/20/2015	0068RR	Bi - Legal	8/24/2015
426106	106027	7/23/2015	Payment	No	No	Printed	Law Firm PLLC	\$99.00	6/12/2015	6/24/2015	0058RR	Bi - Legal	7/28/2015
425327	105385	7/2/2015	Payment	No	No	Printed	Law Firm PLLC	\$132.00	5/29/2015	5/29/2015	0045RR	Bi - Legal	7/6/2015
424449	104597	5/22/2015	Payment	No	No	Printed	Law Firm PLLC	\$294.00	4/14/2015	4/17/2015	33	Bi - Legal	5/26/2015
423249	103533	4/13/2015	Payment	No	No	Printed	Law Firm PLLC	\$680.30	3/4/2015	3/26/2015	0015RR	Bi - Legal	4/13/2015
422530	102915	3/16/2015	Payment	No	No	Printed	Law Firm PLLC	\$1,289.50	2/2/2015	2/20/2015	4Gunn	Bi - Legal	3/16/2015
421598	102116	2/6/2015	Payment	No	No	Printed	Law Firm PLLC	\$2,275.70	1/27/2015	1/30/2015	44730	Bi - Legal	2/9/2015

Total Payments: \$10,920.50 Total Collections: \$0.00 Net Total: \$10,920.50 Total Voids: \$0.00

Payment History (General Claims [Sample Claimant])

Control #	Check #	Trans Date	Type	Clr?	Void?	Status	Payee	Check Amount	From Date	To Date	Invoice #	Transaction Type	CheckDate
431302	110457	1/19/2016	Payment	No	No	Printed	Attorney Firm PLLC	\$825.00	11/4/2015	11/30/2015	22415	Bi - Legal	1/25/2016
430201	109492	12/15/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$11,094.30	10/1/2015	12/7/2015	15572	Bi - Legal	12/21/2015
426896	106740	8/17/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$2,445.00	7/1/2015	7/29/2015	22132	Bi - Legal	8/17/2015
425849	105831	7/13/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$30.00	6/29/2015	6/29/2015	22072	Bi - Legal	7/13/2015
425386	105443	7/2/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$3,885.01	5/4/2015	6/1/2015	14772	Bi - Legal	7/6/2015
424803	104907	6/9/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$795.00	5/5/2015	5/21/2015	21979	Bi - Legal	6/9/2015
424775	104885	6/5/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$59.72	4/1/2015	5/1/2015	14524	Bi - Legal	6/9/2015
423788	103986	5/7/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$90.00	3/16/2015	3/30/2015	21835	Bi - Legal	5/11/2015
423792	103990	5/7/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$30.00	4/13/2015	4/13/2015	21912	Bi - Legal	5/11/2015
423460	103724	4/21/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$176.40	3/6/2015	4/1/2015	14331	Bi - Legal	4/27/2015
423254	103538	4/13/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$2,268.00	2/2/2015	3/1/2015	14151	Bi - Legal	4/13/2015
422426	102825	3/12/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$1,465.00	2/1/2015	2/5/2015	21784	Bi - Legal	3/16/2015
422346	102753	3/10/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$32,500.08	12/1/2014	2/1/2015	13934	Bi - Legal	3/16/2015
421589	102108	2/6/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$1,142.20	1/5/2015	1/30/2015	21735	Bi - Legal	2/9/2015
420752	101344	1/12/2015	Payment	No	No	Printed	Attorney Firm PLLC	\$4,050.00	12/1/2014	12/30/2014	21643	Bi - Legal	1/12/2015
420507	101150	12/23/2014	Payment	No	No	Printed	Attorney Firm PLLC	\$31,808.49	9/2/2014	12/1/2014	13618	Bi - Legal	12/29/2014
420046	100707	12/11/2014	Payment	No	No	Printed	Attorney Firm PLLC	\$912.00	11/3/2014	11/18/2014	21614	Bi - Legal	12/15/2014
419171	99925	11/13/2014	Payment	No	No	Printed	Attorney Firm PLLC	\$3,240.00	10/3/2014	10/29/2014	21530	Bi - Legal	11/17/2014
418953	99734	11/3/2014	Payment	No	No	Printed	Attorney Firm PLLC	\$4,300.00	10/4/2014	10/9/2014	10314McKi	Expert	11/10/2014
418573	99372	10/21/2014	Payment	No	No	Printed	Attorney Firm PLLC	\$4,587.13	10/13/2014	10/16/2014	101-102401	Bi - Legal	10/27/2014
418323	99148	10/15/2014	Payment	No	No	Printed	Attorney Firm PLLC	\$1,515.00	9/3/2014	9/29/2014	21414	Bi - Legal	10/20/2014
418055	98914	10/3/2014	Payment	No	No	Printed	Attorney Firm PLLC	\$26,554.66	7/1/2014	9/1/2014	13144	Bi - Legal	10/6/2014
417549	98476	9/15/2014	Payment	No	No	Printed	Attorney Firm PLLC	\$2,079.00	8/1/2014	8/15/2014	21345	Bi - Legal	9/15/2014
417149	98124	8/29/2014	Payment	No	No	Printed	Attorney Firm PLLC	\$1,225.00	6/9/2014	6/9/2014	82914McKi	Expert	9/2/2014
416910	97922	8/22/2014	Payment	No	No	Printed	Attorney Firm PLLC	\$53,791.01	5/1/2014	7/1/2014	12795	Bi - Legal	8/26/2014
416748	97779	8/13/2014	Payment	No	No	Printed	Attorney Firm PLLC	\$420.00	6/19/2014	6/19/2014	1914McKin	Bi - Legal	8/18/2014
416610	97650	8/11/2014	Payment	No	No	Printed	Attorney Firm PLLC	\$4,650.00	12/23/2013	7/8/2014	348814	Expert	8/18/2014

Total Payments: \$555,683.15 Total Collections: \$0.00 Net Total: \$555,683.15 Total Voids: \$0.00

Sample Claim Type Report

Event	Claim Type	3 Year Count	Annual Avg.
General Liability	Bodily Injury/Personal Injury	126	42
	Property Damage	499	167
	Total	625	209
	Employee Benefits Liability	2	0.7
	GL-Bodily Injury	107	35.7
	GL - Personal Injury	13	4.3
	Professional Liability	4	1.3
		126	42.0
	Property Loss	954	318.0
GC	Sum:	1601	533.7

Claim LOB Code	Claim Type Desc	Count	Average
	Auto Liability Uninsured Motorist	1	0.3
VA	Auto Liability Bodily Injury	23	7.7
	Auto Liability No Fault	17	5.7
Auto Liability	Bodily Injury	41	14
	Property Damage	466	156
	Total	507	170
	Auto Liability/Property Damage	444	148.0
	Auto Liability - Property Damage	22	7.3
	Property Damage	466	155.3
	Auto Physical Damage Collision	1107	369.0
	Auto Physical Damage Comprehensive	58	19.3
VA	Sum:	1650	550.0

Claim LOB Code	Claim Type Desc	Count	Average
WC	Indemnity Lost Time	221	74
	Medical Only	1248	416
	Total	1469	490

Risk Management Services Company

Claim Summary

File review competed on:	3/3/20
Adjuster	Lori Rigdon
Jurisdiction	KY
Injured Worker	Jane Doe
Employer	Public School
Department	Jane Doe Elementary
Occupation	ELEMENTARY TEACHER
Date of Birth	2/11/1989
Claim #	WC99-51-67002123456789
Claim Type	Lost Time
Date of Injury	1/21/2020
Date of Hire	8/22/13
Injury Description	Claimant tripped over student's backpack in hallway causing her to fall and strain her left shoulder
Body Part	Left Shoulder
AWW	\$300.00
TTD	\$200.01
PPD Rate	none anticipated
Legal Status	No litigation has been filed at this time.
Defense Attorney	No representation
Plaintiff Attorney	No representation
Subrogation	No subrogation potential as there is no third party involvement.
Medicare Eligible	No

Excess Carrier	Midwest Employers Casualty Company
SIR	\$1Million
Policy #	WZ92345-01
Reporting Requirements:	

MECC must be notified within 30 days after the occurrence of any of the following events on an individual Claim:

- The total paid Loss exceeds \$250,000 or the total incurred amount of Loss (paid plus reserves) exceeds 50% of your Specific Retention, whichever occurs first
- An injured Employee misses fifty-two (52) weeks of work as a result of the injury, even if the Claim is being contested
- An injured Employee has petitioned to be deemed, is accepted as, awarded, or found to be catastrophically or permanently and totally disabled under the Workers' Compensation Law
- An accident or disease exposure involving injury to two or more Employees
- An Employee is diagnosed with cancer, heart disease, lung disease, infectious disease, or other disease that is presumed to be, or found to be, compensable under the Workers' Compensation Law

Reported : Requirements have not been met and are not anticipated for the future.

Last Update : not applicable

Date of last reserve change: 2/4/20

Reserves Comment Anticipate 12 weeks off work with conservative treatment of MRI, Physical Therapy, prescriptions and office visits, utilization review, bill review. Plan to monitor on a 90 day basis.

	Total Reserved	Total Paid	Total Collections	Grand Total
Medical	\$4686.94	\$2,813.06	\$0.00	\$7,500.00
Indemnity	\$1,600.08	\$800.04	\$0.00	\$2400.12
Expense	\$764.54	\$1,235.46	\$0.00	\$2,000.00
Legal	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$7,051.56	\$4,848.56	\$0.00	\$11,900.12

Spending Trend(s)/Life Expectancy Claim has not been settled or awarded. No spending trend to be established until that time. No permanency anticipated.

Background Information: Claimant tripped over student's backpack in hallway causing her to fall and strain her left shoulder. The injury was witnessed and statements obtained that substantiated the injury. She was initially seen by Healthworks 1/22/20 and referred to physical therapy. Employer can no longer accommodate Light Duty as of February 3 and claimant has been off work since that time. Phone call to claimant and she reports that she is eager to get better and return to work, however, she's complaining of increased pain with Physical Therapy. Reviewed index report and there are no matches. Received prior medical records from the family physician Dr. Moore and no mention of treatment for shoulder. Claimant did also treated with chiropractor Dr. Young in the past and we are awaiting those records. No prior claims per Department of Worker's claims.

Plan of Action

Review for updated status at next office visit on 3/15/20 and continue to follow up for past medical records from Dr. Young. Will proceed with recommendation of nurse case management at this time given complaints of increased pain. If little to no improvement at next office visit will push for updated treatment plan including MRI and referral to an Orthopaedic Specialist.



LEXINGTON

RFP-3-2021

Third Party Administrator for Claims Management and Adjustment Handling Services

Issue Date: 2/24/2021

Questions Deadline: 3/8/2021 02:00 PM (ET)

Response Deadline: 3/22/2021 02:00 PM (ET)

Contact Information

Contact: Todd Slatin
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: tslatin@lexingtonky.gov

Event Information

Number: RFP-3-2021
Title: Third Party Administrator for Claims Management and Adjustment Handling Services
Type: Request For Proposal
Issue Date: 2/24/2021
Question Deadline: 3/8/2021 02:00 PM (ET)
Response Deadline: 3/22/2021 02:00 PM (ET)

Bid Attachments

RFP 3-2021 Third Party Administrator for Claims.docx

[View Online](#)

RFP 3-2021 Third Party Administrator for Claims

Supplier Information

Company Name: Assured NL Insurance Services, Inc. (BDA: Risk Management Services Co.)
Contact Name: David Witte - Managing Director
Address: 2211 River Road
Louisville, KY 40206

Phone: (800) 372-5402
Fax: (502) 326-5909
Email: Dwitte@rmisc.com

Supplier Notes

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

David Witte

Print Name



Signature

AFFIDAVIT

Comes the Affiant, Assured NL Insurance Services, Inc. (DBA: Risk Management Services Co.), and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is David Witte and he/she is the individual submitting the proposal or is the authorized representative of Assured NL Insurance Services Inc. (DBA: Risk Management Services Co.), the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

David G. Witte

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by David Witte on this the 17th day of March, 2021

My Commission expires: 8/15/2023

Cindy J. Powell # 627237
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

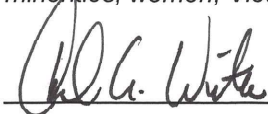
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Assured NL Insurance Services, Inc. (DBA: Risk Management Services Co.)

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Assured NL Insurance Services, Inc. (DBA: Risk Management Services Co.)

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	5	4	1													4	1
Professionals	22	7	14									1				7	15
Superintendents																	
Supervisors	5	1	4													1	4
Foremen																	
Technicians	1		1														1
Protective Service																	
Para-Professionals																	
Office/Clerical	5		5														5
Skilled Craft																	
Service/Maintenance																	
Total:	38	12	25									1				12	26

Prepared by: *DC Wita* Managing Director
 (Name and Title)

Date: 3 / 12 / 2021

Revised 2015-Dec-15



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 3-2021

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Axis Medical Management Inc.	Telephonic and On-site Nurse Case Management Utilization Reviews Medical Bill Audits	\$45,000 annually	20%
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Assured NL Insurance Services, Inc.
(DBA: Risk Management Services Co.)

Company

Company Representative

3/12/2021
Date

Managing Director
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 3-2021

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

- Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

- Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

- Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

- Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

- Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

- Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

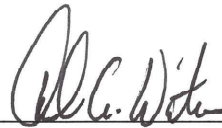
The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Assured NL Insurance Services, Inc.
(DBA: Risk Management Services Co.)

Company

3/12/2021

Date



Company Representative

Managing Director

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted

to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

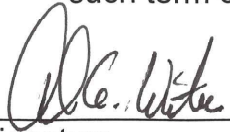
Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

20. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

3/12/2021

Date

AFFIRMATIVE ACTION PLAN FOR

Risk Management Services Co.

COMPANY NAME

In order to comply Louisville-Jefferson County Metro Ordinance 214, Series 2005, Executive Order No. 11246 and 41 CFR 60, and to ensure Equal Employment Opportunity and Affirmative Action, this company will take the following measures:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, sex, age or handicap.
2. The company will ensure and maintain facilities, activities and working environment free from coercion, harassment, intimidation and discrimination.
3. The company policy statement outlining its commitment to Equal Employment Opportunity and Affirmative Action will be posted in conspicuous places throughout our facility.
4. The company has authorized C. Jeffrey Rausch to be the Equal Employment /Affirmative Action Officer to report and to represent the company in all matters regarding this Affirmative Action Plan.
5. This person's position, name, and telephone number will be posted in conspicuous places throughout the facility and this person's qualifications and ability to perform the work.

A. INTERNAL DISSEMINATION OF POLICY BY:

- (1) Advising all applicants and employees that the company is an Equal Opportunity/Affirmative Action employer and that hiring, promotion or demotion is based on the person's qualifications and ability to perform the work.
- (2) Notifying all employees regarding promotions or vacancies to ensure Equal Opportunity.

B. EXTERNAL DISSEMINATION OF POLICY BY:

- (1) Notifying in writing all minority and female recruitment sources, including unions, if applicable, that this company is an Equal Opportunity and Affirmative Action employer and notification of job openings. This company is not precluded from conducting any direct recruiting by any collective bargaining agreements.
- (2) Including the "Equal Opportunity Employer" clause on all recruiting advertisements, correspondence, and all other notices related to employment an incorporating the equal opportunity clause in all purchase orders, leases, and contracts.
- (3) Making specific efforts to encourage present minority and female employees to recruit other minorities and females.
- (4) Reporting to compliance agencies and allowing on-site reviews as required

- (5) Sending written notification of company policy to subcontractors, vendors and suppliers requesting appropriate action by them.

C. IMPLEMENTING ALL PHASES OF THE AFFIRMATIVE ACTION PLAN BY:

- (1) Conducting periodic audits of employment practices, such as, recruitment, testing, hiring, benefits, compensation, promotions, demotions, terminations, layoffs and recalls to ensure progress and nondiscrimination in Affirmative Action and making these audits available for on-site review.
- (2) Maintaining, in a separate file, classification of employees by race, sex, position, date of hire, promotions, demotions and terminations.
- (3) Semi-annual or more frequent instruction of all supervisory personnel of their responsibilities regarding Equal Opportunity/Affirmative Action and non discrimination requirements.
- (4) Cooperation with and support of apprenticeship training programs based on Affirmative Action.
- (5) Maintaining applicant data with title of job, sex, referral source, race and final action with reasons for any rejections.
- (6) Yearly update of the Affirmative Action Plan, and reviewing progress.
- (7) Setting goals to utilize minorities and females to the same degree as all others, based on the following factors:
 - a. The minority population of the labor area surrounding the facility.
 - b. The size of the female and minority unemployment forces in the labor area surrounding the facility.
 - c. The percentage of minorities and female workforces as compared with the total workforce area.
 - d. The availability of minorities and females having requisite skills in the reasonable recruitment area.
 - e. The availability of minorities and females having requisite skills in the immediate labor area.
 - f. The availability of promotable and transferable females and minority employees in our company.
 - g. The existence of institutions capable of training persons in the requisite skills.
 - h. The degree of training which the company is reasonably able to undertake as a means of making all job classes available to minorities and females.

What type of services or products does your company provide?

Third Party Administrator for Workers' Compensation and Auto and
General Liability


Name of Company: Risk Management Services Company

Address: 2211 River Road

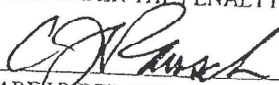
City: Louisville St.: KY Zip: 40206

P O Box: 22989 Zip: 40252 Phone: 326-5900 Fax: 326-5909

E-Mail: jrausch@rmsc.com Date: 7/22/08

President:  (C. Jeffrey Rausch - President)

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE ABOVE IS TRUE AND ACCURATE

EEO/AA Officer:  (C. Jeffrey Rausch - AA Officer)

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE ABOVE IS TRUE AND ACCURATE

EXHIBIT C

CLAIMS MANAGEMENT SERVICES

A. Daily Tasks

1. Set up each new loss with a reserve over \$10,000 or in Litigation into appropriate diary system. Set a diary of 30 days to 90 days and then review the claim file on the appropriate diary date. Send the adjuster instructions on claims handling as needed.
2. Review all e-mails and telephone messages on a daily basis and respond as required. Copy and save all necessary information to the Riskmaster claim file.
3. Review and respond to all postal mail. Scan the mail to the Riskmaster claim file.
4. Review and approve all claim checks entered into LFUCG's financial system (People Soft).
5. Set up all new litigation files into Riskmaster and input the claim reserves on each claim. Have the adjuster send a report to the excess insurer.
6. Review the applications for Off Duty Employment for Police and Community Corrections for proper insurance coverage, so that LFUCG and the employee are protected.
7. Assist, as requested, with review of Requests for Proposals and LFUCG contracts and recommend the needed insurance coverage(s) for LFUCG's protection. When contracts are renewed, review the Certificate of Insurance of the vendor to make sure that they have all required insurance coverage.
8. Review all new loss reports and and process as appropriate.
9. Respond to all LFUCG Department of Law management requests for data on any current claim file.
10. Review all Claims related Open Records Requests, obtain the requested data and issue a response within the required 3 business days.
11. Review the PPE payroll report to determine if the Workers Compensation lost time claims should be approved or denied, biweekly.
12. Conduct initial review of legal bills as requested by management of LFUCG's Department of Law.

13. Attend mediations as needed; and
14. Act as liaison for all LFUCG divisions (Police, Fire, Public Works, etc.) regarding workers' compensation issues.

B. Quarterly Tasks

1. Review all open litigation claims for reserve adequacy and request that TPA adjusters send quarterly reports to excess insurers.
2. Prepare a Quarterly Claim Report on the comparison of frequency and severity of cost of open claim files (including documentation) for LFUCG's Commissioner of Law.

C. Annual Tasks

1. Prepare an annual review of all TPA and litigation open claim files for reserve adequacy. Determine if any open claim files should be closed and then take the proper steps to close the file prior to fiscal year end. Raise or lower the pending reserves on all open files to make sure that they are adequate to meet the current settlement value.
2. Prepare an annual year-end report for LFCUG's Commissioner of Law showing the financial results of the current fiscal year compared to the prior two fiscal years. Report on any problems or large losses that may have skewed the numbers and suggest ways to improve the Claims work product.
3. Work with LFUCG's Department of Law management on the annual claims budget for the claims fund and the various professional service costs for LFUCG.

D. Other Duties

- I. Required State Reports:
 1. Prepare the annual Workers Compensation Simulated Premium report to the Kentucky Labor Cabinet by February 15th of each year and pay the premiums within thirty days of end of each quarter. Work with Accounting Department on the preparation of this report.
 2. Prepare the Annual Assigned Risk Assessment Report by December 30 of each calendar year. Attach the documentation and annual payment with the report.
 3. Prepare the recertification report on the Self Insurance Fund by the end of each calendar year.

4. Have the claims administrative employee prepare the P&C quarterly auto claims report to the state at the end of each quarter.
5. Work with LFUCG's accounting personnel to prepare the Public Protection Cabinet MVSII report before May 1 of each calendar year.
6. Send to each LFUCG Division Director the annual Workers Compensation Notice Form required by the Commonwealth of Kentucky.
7. Review and respond to quarterly claims audit.
8. Work on-site at LFUCG two days per week.

II. Management and Financial Reports:

1. Work with current Actuary and Accounting Division to prepare all the financial reports necessary for an end of fiscal year Actuarial Report for LFUCG and its Self-Insurance Fund. The Actuarial report will go to the Commissioner of the Department of Law, the Commissioner of Finance and to the Director of Accounting. This report will give recommendations for funding of the Self Insurance Fund for the next fiscal year. Work with the Commissioner of Law on each fiscal year's Claims Budget.
2. Assist LFUCG's Department of Law management regarding any LFUCG RFP requests for proposals.
3. Prepare a financial reserve adequacy on all large losses (over \$50k) for the Department of Law, work with the Commissioner of Law on the annual Claims review by the outside financial auditor.
4. Send out the Auto Liability insurance coverage card to the Division of Fleet Services.
5. Cooperate with outside auditors who review the work of the TPA and/or Claims Manager.