

Contract for Special Services Between County and Carl Warren & Co.
EXHIBIT "A"
Scope of Services

I. GENERAL

The contractor agrees to supervise and administer the County's Self-insurance Liability Program, and shall act as our representative in connection with the investigation, adjustment, processing, supervision and resolution of liability claims by third parties against County during the term of this contract. This includes the following services:

A. Investigative Services:

The contractor agrees to provide timely and complete investigative services, including, but not limited to:

- 1) Receipt of and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such liability claims.
- 2) The investigation of such accidents, incidents, claims or cases where examination warrants such investigation. This includes on-site investigation, photographs, interviewing of witnesses, determination of losses, and other such investigative services necessary to determine liability losses, but does not include allocated expenses for extraordinary professional services. Allocated expenses are defined as all extraordinary professional services where expert and professional assistance is required, such, as, but not limited to, services performed by other adjusting and/or investigating companies, professional photographs, independent medical examinations, professional engineering services, laboratory service, and legal services. County shall be responsible for paying all allocated expenses. Contractor shall obtain approval from the County prior to ordering such services.
- 3) Undertaking items of special handling for County at the discretion of the County's officers or authorized representatives.

B. Adjustment Services:

Contractor agrees to provide timely and complete adjustment services on each accident or incident which is or may be the subject of a claim. Such services will include:

- 1) Maintaining a claim file on each potential or actual claim reported to the contractor.
- 2) Processing of all claims and notification of all claimants in accordance with Government Code sections 901 through 915.4.
- 3) Processing of all claims in accordance with instructions and policies established by the County, as well as, the CSAC-Excess Insurance Authority (CSAC-Excess Insurance Authority Claims Administration Guidelines attached hereto as Exhibit "A-1").
- 4) Notifying the County and CSAC-Excess Insurance Authority of all claims that may exceed the County's retention and maintenance of liaison between the CSAC-Excess insurance Authority and the County on matters affecting the

adjustment of such claims. Maintain records of any such claim, and notify the County when the County is entitled to reimbursement for loss in excess of retention.

5) Obtaining timely release agreements upon settlement of any claim or potential claim.

6) Provide the necessary Medicare Mandatory reporting in order to keep the County in compliance with the Medicare, Medicaid & SCHIP Extension Act.

C. Administrative Services:

Contractor agrees to provide the following timely administrative services:

- 1) Prepare and maintain current operating procedures for processing County claims in accordance with applicable Government Code sections, County instructions and policies and CSAC-Excess Insurance Authority Liability Claims Administration Guidelines (see Exhibit "A-1").
- 2) Assign Principal Account Adjuster to County to serve as liaison between County and contractor and provide adequate personnel levels to insure all terms of contract are met. The County reserves the right to approve any staffing changes to County account. Additionally, in the event that County is dissatisfied with Contractor's staff, it may request a change of personnel.
- 3) Review and adjust reserves on all open claims in accordance with County and CSAC-Excess Insurance Authority Liability Claims Administration Guidelines (see Exhibit "A-1").
- 4) Assist County in selection of defense attorneys and other specialized experts. County shall have final approval for any attorney or specialized expert retained. The County maintains a panel of defense attorneys for utilization in litigated matters.
- 5) Provide County with access to contractor's automated claims management system for claim status and program status information. Further, the contractor will provide County with training on how to use contractor's automated claims management system.
- 6) Make all payments on behalf of County for all claims or allocated expenses.
- 7) Keep a complete and accurate account, by claim, of all sums paid on every claim.
- 8) Prepare all 1099 forms as required by the Internal Revenue Service.
- 9) Provide the County with 30 hours of in person loss mitigation training and other customized training workshops tailored to the County.

D. Legal Support Services:

The contractor agrees to provide the following legal support services on each claim in which third-party claimant has commenced litigation;

- 1) Upon notification that litigation has been filed on an open claim, make contact with the trial attorney assigned to handle the case, and provide trial attorney with all of the information and files concerning claim.
- 2) Maintain liaison with trial attorney assigned to litigation on open claim, and such investigative services as are required during pre-trial and trial stage.
- 3) Assist trial attorney in answering any interrogatories filed by third parties pursuant to any litigation filed on an open claim.
- 4) Monitor reasonableness of legal counsel costs, including attorney's fees, expert witness fees, consultant fees, etc.
- 5) Represent the County on all Small Claims actions filed against County on claims handled by contractor. This includes noticing all witnesses, gathering necessary evidence, and appearing on behalf of the County at all court proceedings.

II. SETTLEMENT AUTHORITY

The contractor's settlement authority for claims is \$10,000. Except for allocated expenses as defined in "Section I, Subsection, A-2" of this contract, contractor has full authority on all matters pertaining to the investigation, administration, and payment of claims within this limit.

III. COUNTY RESPONSIBILITIES

The County agrees to cooperate with contractor as is necessary for the performance of all duties set out in this contract. Contractor shall not be responsible for the failure to perform its obligations if such failure is the result of a failure or refusal of County to respond to contractor's reasonable requests for information, consultation, direction or authorization.'