

**ADAMS COUNTY
PURCHASE OF SERVICE AGREEMENT
FOR WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR (2016.026)**

THIS AGREEMENT ("Agreement") is made this 23rd day of August 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Tristar Risk Management, Inc., located at 200 Union Boulevard, Suite 580, Lakewood, Colorado 80228, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2016.026 and the Contractor's response to the RFP 2016.026 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of forty-five thousand, six hundred sixty-six dollars (\$45,666.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In

the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after

completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or

audit by authorized Federal, State, or County personnel.

- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Human Resources
Contact: Charles DuScha
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6076
E-mail: cduscha@adcogov.org

Department: Adams County Purchasing
Contact: Anna Forristall
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6297
E-mail: afortristall@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Tristar Risk Management, Inc.
Contact: Karen Lesko
Address: 200 Union Boulevard, Suite 580
City, State, Zip: Lakewood, Colorado 80228
Phone: 888-538-9847, ext 3215
E-mail: Karen.lesko@tristargroup.net

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to

perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

COUNTY MANAGER

Todd Leopold
Todd Leopold

8/23/16
Date

TRISTAR RISK MANAGEMENT, INC.

[Signature]
Signature

August 18, 2016
Date

Thomas J. Veale
Printed Name

Preisent
Title

Attest: Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

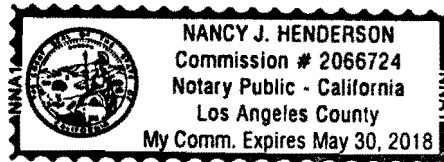
COUNTY OF Los Angeles)

STATE OF California)SS.

Signed and sworn to before me this 18 day of August, 2016,

by Nancy J. Henderson,

[Signature]
Notary Public



My commission expires on: May 30, 2018

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.


CONTRACTOR:

TRISTAR Risk Management, Inc.

Company Name

August 18, 2016

Date



Signature

Thomas J. Veale

Name (Print or Type)

President

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2016.026**

**Addendum #2
WORKERS' COMPENSATION
THIRD PARTY ADMINISTRATOR**

**All documents and Addendum related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

Solicitation issue date: June 10, 2016

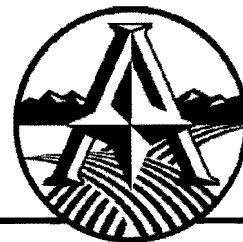
Written questions regarding this RFP will be accepted through June 17, 2016

**An Addendum to answer vendor submitted questions
will be issued no later than June 27, 2016**

Proposal Opening Date: July 12, 2016

Time: 12:00 pm

**Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601**



ADAMS COUNTY
COLORADO

ADDENDUM #2

The purpose of this addendum is to answer vendor submitted questions for RFP 2016.026 Workers' Compensation Third Party Administrator.

1. Whether companies from Outside USA can apply for this? (like, from India or Canada)
A) As a local governmental entity and for security purposes we cannot have a contract for this service with a business outside the United States.
2. Whether we need to come over there for meetings?
A) Yes, you would come to the County for meetings.
3. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)
A) No, please see the answer to question #1 above.
4. Can we submit the proposals via email????
A) Proposals will not be accepted via email. Proposals are to be submitted in hard copy form.
5. Please provide a 3-5 year loss run.
A) Please see the attached document.
6. How many medical only claims are currently open?
A) 7 claims
7. How many lost time ("indemnity or TD/PPD/PT" claims) claims are currently open?
A) 31 claims
8. When (what date) will the new third party administrator (TPA) actually start handling claims?
A) September 7, 2016
9. When the County gets a new claim does the County report the claim to the TPA telephonically, via fax, or email or via the Internet?
A) Via the Internet – Direct entry into Origami Claims Software
10. How many people at the County would like to access the claim system to view claim information and/or run reports and/or to report claims?
A) 2 people

The Proposal due date and time shall remain July 12, 2016 at 12:00 p.m.

To respond in person: Adams County Government Center, 4430 South Adams County Parkway, First Floor Central Entrance Reception Desk, Brighton, Colorado 80601.

To respond via mail: Adams County Government Center, 4430 South Adams County Parkway, 4th Floor, Suite C4000C, Brighton, Colorado 80601.

Please incorporate this information into your RFP response.

End of Addendum #2

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2016.026**

**Addendum #1
WORKERS' COMPENSATION
THIRD PARTY ADMINISTRATOR**

**All documents and Addendum related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

Solicitation issue date: June 10, 2016

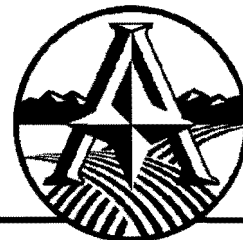
Written questions regarding this RFP will be accepted through June 17, 2016

**An Addendum to answer vendor submitted questions
will be issued no later than June 27, 2016**

Proposal Opening Date: ~~July 5, 2016~~

~~Time: 2:00 pm~~

**Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601**



ADAMS COUNTY
COLORADO

ADDENDUM #1

The purpose of this addendum is to change the RFP due date for 2016.026 Workers' Compensation Third Party Administrator.

The new Proposal opening due date and time shall be July 12, 2016 at 12:00 p.m.

Proposal response options:

In person:

**Adams County Government Center
4430 South Adams County Parkway
First Floor Central Entrance Reception Desk
Brighton, Colorado 80601.**

Via mail:

**Adams County Government Center
4430 South Adams County Parkway
4th Floor, Suite C4000C
Brighton, Colorado 80601.**

An addendum to answer vendor submitted questions will be released on or before June 27, 2016.

Please incorporate this information into your RFP response.

END OF ADDENDUM #1

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2016.026**

**WORKERS' COMPENSATION
THIRD PARTY ADMINISTRATOR**

**All documents and Addendum related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

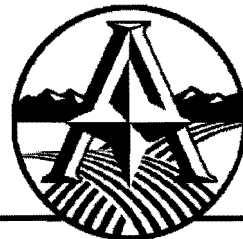
Solicitation issue date: June 10, 2016

Written questions regarding this RFP will be accepted through June 17, 2016

**An Addendum to answer vendor submitted questions
will be issued no later than June 27, 2016**

**Proposal Opening Date: July 5, 2016
Time: 2:00 pm**

**Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601**



ADAMS COUNTY
COLORADO

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for Workers' Compensation Third Party Administrator for the Risk Division of the Human Resources Department.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1. Interested parties must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through the end of business June 17, 2016. All questions are to be submitted to Anna Forristall, Contract Administrator by email at aforristall@adcogov.org.
4. An Addendum to answer all questions will be issued no later than June 27, 2016.
5. Proposals
 - 5.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A Brighton Colorado 80601, up to 2:00 p.m. on July 5, 2016.
 - 5.2. The proposal opening time shall be according to our clock.
 - 5.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
 - 5.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
 - 5.5. No proposals will be accepted after the due date and time established above except by written addendum.
 - 5.6. The proposal must be submitted on a CD or Thumb Drive in a single PDF file. If requested, one set of brochures or other supportive documents may be included with the proposal narrative.
 - 5.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included in the submittal. These are the **last two pages of the RFP**.

- 5.8. Proposals may not be withdrawn after the due date and hour set for closing/opening. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 5.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 5.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 5.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside:

WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR 2016.026

- 5.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 5.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 5.14. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 5.15. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 5.15.1. Any Proposal which does not meet bonding requirements, or,
 - 5.15.2. Proposals which do not furnish the quality, or,
 - 5.15.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 5.15.4. Proposals from offerors who lack experience or financial responsibility, or,
 - 5.15.5. Proposals which are not made to form.

- 5.16. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 5.17. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.18. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 5.19. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 5.20. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
6. Adams County is an equal opportunity employer.
7. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
8. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

9. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

- 9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 9.1.1. Each Occurrence \$1,000,000
 - 9.1.2. General Aggregate \$2,000,000

- 9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 9.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 9.2.2. Personal Injury Protection Per Colorado Statutes

- 9.3. Workers' Compensation Insurance: Per Colorado Statutes

- 9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 9.4.1. Each Occurrence \$1,000,000
 - 9.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

- 9.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 9.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 9.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 9.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 9.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

- 9.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
 - 9.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
 - 9.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
 - 9.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
 - 9.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
10. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
 11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

End of General Information

The remainder of this page is left blank intentionally.

STATEMENT OF WORK

Adams County is seeking a Workers' Compensation Third Party Administrator (TPA) for its' Self Funded Workers' Compensation Fund and is looking for comprehensive services to manage and administer these claims.

The County is particularly interested in a Workers' Compensation Third Party Administrator (TPA) who can offer creative, innovative approaches, with a proven track record, that allows the County to contain or reduce costs.

A second phase may be incorporated in the process, in which the Evaluation Committee will invite a limited number of vendors who received the highest scores during phase one to provide an oral presentation. If the Committee incorporates this second phase, the numbers of vendors who are invited to provide oral presentations will be determined by the Committee after the written Proposals have been scored. The evaluative score from the oral presentation will be used to determine the top rated vendor(s).

The County has the following activity:

- Average Number of Claims per Year – 134 (Lost Time- 25; Medical Only-109)
- Number of Claims in Litigation - 6
- Open Tail Claims – 5
- Experience Mod - 0.65
- Salary Continuation – 80 hours per injury
- Excess Carrier – Midwest Employers – SIR \$650,000
- Current TPA – Jefferson County Schools, Risk Management Dept.
- Current RMIS for Claims Administration – Origami
- Current Number of Employees – 2,134

The selected TPA will perform a full range of workers' compensation program services related to claims management, analysis and reporting.

SCOPE OF WORK

- Review and process all workers' compensation claims.
- Create files and conduct the necessary investigations in consultation with the County.
- Establish and maintain reserves on the basis of most probable final cost.
- Obtain medical reports and pay medical bills as required by statute. Monitor treatment for appropriateness.
- Admit or deny claims, with prior approval from the County, in accordance with statutory guidelines based on investigation and analyses of medical information.

- Pay disability benefits on admitted cases in a timely manner. Obtain medical verification on continuing disability before payment.
- Outline claim strategy regarding defense and further claim handling in accordance with settlement authorization by the County.
- Refer claims to authorized counsel when necessary.
- Assist the County with defense of litigated cases when requested.
- Investigate and refer files for subrogation, where appropriate.
- Refer cases to vocational rehabilitation in accordance with State requirements.
- Appropriately document all files.
- When requested, provide copies of all written correspondence to medical care providers, claimants, attorneys, rehabilitation counselors, investigators, State agencies and the County as their interests may require.
- Attend hearings, pre-hearings and settlement conferences as needed.
- Reports to excess insurer per policy requirements.
- Provide monthly cumulative check register, giving a summary of all medical, indemnity and other payments for that month.
- When requested, quarterly vendor reports.
- Provide 1099's to vendors.
- Provide annual data for the calculation of the County's experience modification factor.
- Analysis of claims data.
- Monthly performance/experience reporting to include trend analysis.
- Reports for annual self insurance permit renewal and loss runs for IBNR.
- Provide annual benchmarking report.
- Provide quarterly staffing on all open claims.
- Provide consultation on best practices including return to work program.

- Provide updates, education, and recommendations on trends in workers' compensation claims management.
- Assist with development of long range goals, objectives and strategies including recommending innovative ideas and new products, proven programs and services to ensure a cost effective workers' compensation program.
- Provide telephone consultation as needed.
- Provide RMIS that allows for direct/online claim entry and County access to view claim information.
- Provide comprehensive range of services, including fee scheduling, pharmacy management, specialist network, diagnostic referrals, DME, investigations, set asides and bill payment.
- Provide full transparency of all fees with specific details for services provided including:
 - Monthly/ Annual Fees
 - Per Claim Fees
 - Special Project Fees
 - File Conversion Fee, if any
 - All other fees
 - Specifically itemize fees in your proposal and then provide one single price in the Proposal Form.

TPA QUESTIONNAIRE

Please include your answers to these questions in your proposal

1. Describe the ownership of your organization and provide a brief company history, with focus on your workers' compensation administration division including the number of employees within CO, the total number of clients within the State of Colorado and the total number of clients that are public entities in Colorado. Describe the structure of the office that would service Adams County, if chosen.
2. Provide the responsibility and background information on each member of the proposed account team including years of experience. List the office location for each individual. Please include data on the average number of open claims managed by each adjuster.
3. What kind of training (industry, internal, computer, other) does your firm expect or require your staff receive?
4. Provide details about how our account will be handled.
5. Do you provide any performance guarantees? If so, please explain in detail.
6. If available, please provide a copy of your company's best claim practices.
7. Please describe your cyber/information security methods.
8. Describe education services that you expect to provide to our account and any additional services that are available at our request. Note which services will be subject to an additional fee. Please provide samples of materials that you offer.
9. Do you provide employee communication services for your clients' employees? If so, please provide a general description of your capabilities. Please provide sample employee communication materials that you have distributed to other clients, include technology based approaches and identify additional costs, if any.
10. Discuss briefly any other divisions or special expertise you have that may be helpful to Adams County's Workers' Compensation program.
11. Please include a list of any workers' compensation services that may be available to the County and include the cost of those services including online services. Please provide samples of these services.
12. What is the turnover rate for your adjusters?
13. Provide details of how your firm will be compensated. List any services that you charge for separately.

14. Please provide two (2) references of accounts that have terminated services within the past two years. Please describe the reason(s) for termination.
15. Please provide at least four (4) current account references in Colorado.
16. Please list any current clients that are governmental entities.
17. Discuss any impending changes in your organization that could impact the delivery of your services.
18. Describe the form of professional liability or errors and omissions Insurance carried by your company and the amount of coverage.
19. Describe in detail your service philosophy, and the number of staff members available to support your clients.
20. List additional ways that your firm can assist with the management of workers' compensation, including preparation of claims activity reports; executive summary reports; annual financial projections for budgeting purposes analysis, etc.
21. Describe in detail your data analytics capabilities.
22. Indicate how you keep clients informed of regulatory and legislative changes.
23. Please provide samples/examples of communication materials and resources you provide both printed and electronic.
24. Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.
25. Describe your quality assurance process and frequency of internal operational audits.
26. Please provide your timeline for implementation of this Contract, if you are selected.

EVALUATION CRITERIA

All proposals will be evaluated based on the following criteria:

- The extent to which the proposal meets the requirements in this RFP.
- Expertise and experience of the representative that will be assigned to our account.
- Understanding of the services requested and outlined in the scope of services.
- Location and availability of the personnel assigned to the County's account.
- Overall responsiveness to the RFP.
- Administration Fees

End of Statement of Work

The remainder of this page is left blank intentionally.

Submittal Checklist

- Vendor Information Form
- W-9
- Contractor's Certification of Compliance (signature required)
- Proposal Form/Contractor's Statement (signature required)
- Four (4) Account References
- Six (6) hard copy proposals (One (1) marked Original and five (5) paper copies)
- One (1) CD or Thumb Drive of submitted proposal in a single PDF document



TRISTAR
INSURANCE GROUP

EXHIBIT A

transforming risk into opportunity

**Request for Proposal 2016.26
Workers' Compensation Third Party Administrator**

Proposal Opening Date: July 12, 2016

Presented To:



Anna Forristall,
Contract Administrator
Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601

Presented By:

Karen Lesko, CRM
Director, Sales & Client Solutions
TRISTAR Insurance Group
Office: (888) 538-9847 Ext. 3215
Fax: 720-962-0301
Mobile: 303-588-1473
Karen.Lesko@tristargroup.net

July 12, 2016

Anna Forristall
Contract Administrator
Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601



RE: Adams County Formal Request for Proposal 2016.16
Workers' Compensation Third Party Administrator

Dear Ms. Forristall,

Thank you for the opportunity to submit a proposal response to provide Third Party Administration for the Adams County (County) Workers' Compensation Program.

TRISTAR Risk Management, Inc., the proposer, is a member company of TRISTAR Insurance Group, Inc. (TRISTAR), which provides claims administration services to governmental entities and corporate organizations across the United States. At TRISTAR, we pride ourselves in being able to customize our claims administration efforts to meet the specific needs of each of our customers. We have extensive experience in working with over 450 self-insured and insured organizations including a specialty niche in public agencies providing service for educational institutions, cities, counties, state agencies, transportation systems, healthcare, water districts, and utility companies nationwide.

It is our desire to work with the County to ensure prompt, fair, and equitable claims administration and settlements. TRISTAR will provide a professional claims administration program, personalized to meet and exceed the needs and vision of the County. We will manage all claims with merit promptly and efficiently and resist those claims or services that are not compensable. Our program objectives are to foster a close working relationship with all parties including providers, defense counsel, ancillary vendors, brokers and excess carriers so that each claim receives the benefit of the County and TRISTAR combined experience, that duplicate efforts are avoided, and the most practical methods are used for investigation, evaluation and closure of claims.

We are a sponsor for public entity professional organizations locally, regionally and nationally. We invite and encourage our public entity customers to participate in these meetings and events. We recognize that our services must be provided on a fair and cost effective basis and believe that we are able to do this better than anyone in the industry.

TRISTAR looks forward to presenting our alternative claim handling solutions for handling the County workers' compensation program, now and well into the future.

Sincerely,

A handwritten signature in black ink that reads "Karen Lesko". The signature is written in a cursive, flowing style.

Karen Lesko, CRM
Director, Sales & Client Solutions

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- A. Sample Training Material: 3-Point Contact Training, Documentation Training and Bad Faith Training
- B. Sample Client Communication Material
- C. Certificates of Insurance
- D. Client Portal (Dashboard, Claim App, Reports) and Mobile Application
- E. Sample Stewardship Report
- F. Sample Claim System Reports
- G. Sample Correspondence and State Forms
- H. Doing the “RITE” Thing
- I. Certificates of Good Standing

EXECUTIVE SUMMARY

Founded in 1987, TRISTAR is the largest privately held third party administrator in the nation. TRISTAR provides property and casualty, absence management and employee benefit claims administration, and managed care services, for self-insured organizations and insured organizations. We generate nearly \$100 million in revenue, and employ nearly 1,000 professionals throughout the country. Headquartered in Long Beach, CA, we provide services from approximately 40 locations throughout the country. The following divisions provide a wide range of integrated or unbundled risk management and insurance services to our customers:

- **TRISTAR RISK MANAGEMENT** – provides property and casualty third party claim administration services and risk control for self-insured employers and insured policyholders. Our core services include claims administration of workers' compensation, automobile, construction defect, crime and fidelity, employment-related practices liability, general and professional liability, product liability, inland marine management protection, law enforcement, medical-professional liability, package policies, property, and specialty risks unique to our clientele.

We serve over 450 self-insured and thousands of insured policyholders including public agencies, private corporations, program managers, captives, pools, insurance carriers, reinsurers, brokers and more.

Our government client base includes a specialty niche in public entity consisting of cities, counties, K-12, higher education, firefighters, healthcare organizations, law enforcement, state agencies, transit, and utilities.

Our private industry customers include retail, convenience, grocery, energy, construction, hospitality and food services, manufacturing, transportation, real estate and more.

- **TRISTAR MANAGED CARE** – provides nurse case management, medical bill review service, and access to local, regional and national preferred provider organization (PPO) networks, including pharmacy, radiology, durable medical equipment, physical therapy, transportation, translation, and implantable device ancillary cost containment programs including a 24/7/365 call center for reporting injuries. Due to the large volume of claims we manage, TRISTAR commands the highest quality of managed care programs including the largest medical bill and pharmacy reductions both regionally and nationally. TRISTAR provides nurse medical case management services including triage, early intervention, utilization review, telephonic and field case management, return to work, treatment protocols, and customized wellness programs.

TRISTAR provides managed care services nationally and our highly credentialed and experienced nurses provide a variety of case management solutions to meet our clients' needs in workers' compensation, group health and disability management. Our case management includes managing to nationally recognized treatment guidelines, evidenced based medicine, and predictive modeling. Integrated case management services partnered with effective cost containment solutions achieve an optimal medical outcome and appropriately return or transition the patient back to work.

- **TRISTAR BENEFIT ADMINISTRATORS** – provides third party administrator services for self-insured employers and insured policyholders including claims administration of group health benefits.

TRISTAR provides personalized and comprehensive benefit plan services for self-funded and insured plans including health reimbursement arrangement (HRA) plan administration, flexible spending account (FSA) plan administration, dental plan administration (DPA), short-term and long-term disability (STD/LTD), Family and Medical Leave Act (FMLA), and COBRA/HIPAA plan administration for over 275 companies.

TRISTAR services some of the latest trends in employer and employee service administration including Leave of Absence and Disability Claims Management. TRISTAR develops, customizes, and manages absence and disability benefit programs for employers to control absences and costs while caring for their employees. TRISTAR is an expert in managing FMLA, short-term and long-term disability in all jurisdictions.

MISSION STATEMENT - OUR MISSION is to provide the highest quality claims management services to our clients. We are committed to a long-term investment in the continual improvement of our products to ensure the best value for our clients and a strong, secure, and growing organization for our employees, shareholders, and business partners.

OUR VISION - OUR VISION is to become the country's most respected provider of claims management services.

EXPERTISE FOR ADAMS COUNTY - TRISTAR has 29 years of experience providing third party administrator services to public entities. Today's environment calls for innovative and proactive claims cost management programs. TRISTAR continues to be the leader in both of these areas. We believe that our proposal provide the County with a fully integrated approach to managing its program costs.

PUBLIC SAFETY - SHERIFFS, POLICE, FIRE/EMS, CORRECTIONS, and HEALTH AND HUMAN SERVICES - We recognize that the size and types of exposures experienced by the specialized departments and agencies may warrant adjusters who are dedicated to the specific departments. These high exposure departments operate on a very different scale from other County departments, such as general administration, and our experience demonstrates that programs are more successful if the sworn officers and fire fighters or health and human services have adjuster(s) who understand the unique nature of the risk, within the County.

We recognize that quality healthcare, the establishment, and coordination of treatment plans are critical to providing the highest quality of medical care for public servants who put their lives on the front line and for all employees of the County. We understand that the Sheriff, Police and Fire departments have a militant training and approach to their unique job duties, and in fact are associated with national militant organizations. We understand this and, consequently, are keenly sensitive to the needs of these departments and will work to establish unique programs that support the needs of these individuals when injured on the job. The TRISTAR manager will develop a good working relationship with the police or firefighters unions and representatives to eliminate friction when difficult cases occur. TRISTAR can accomplish this with our proposed staffing model.

ENGAGED, ACCOUNTABLE, ACCESSIBLE - TRISTAR offers Adams County a designated team of adjusters based in Denver, CO. We consolidate claims with as few adjusters as possible to build critical volume and knowledge of your program with your designated team, and will assign designated back-up for your assigned adjusters. We will provide the County with an indemnity adjuster and a medical only adjuster who assists your senior adjuster.

CLIENT PORTAL (RMIS) - Our Client Portal provides important, relevant information, accessible from any internet-connected device including Android and Apple compatible mobile apps. Our Dashboard provides key information in easy-to-digest visual format, such as First Notice of Loss reporting lag time, trial and hearing calendars, injury and location trending, litigation trending, and more. It also provides a myriad of standard and customizable report options. The system includes over 80 report templates in key areas such as Loss Prevention, Loss Triangles, Claim Log, Finance, and many others.

TRANSFORMING RISK INTO OPPORTUNITY - Delivering loss cost savings creates new opportunities for our clients: whether they choose to drop savings to their bottom line, or reinvest them. TRISTAR collaborates with our clients to develop claim management programs that are tailored to deliver optimal outcomes for their unique operations and exposures. We offer a local team of experienced technical experts who will help Adams County transform their risks into new opportunities.

TRISTAR'S KEY DIFFERENTIATORS

- TRISTAR is the largest independent privately held third party administrator (TPA) in the nation.
 - The extreme financial pressures experienced by our competitors who are owned by venture capital / private equity firms or are publicly traded do not impact us. This allows us to make a long-term investment in the relationship we have with our clients.

- We hire and retain knowledgeable and proactive professionals who live by the following "RITE" principles:
 - **Respect** our clients and one another
 - Operate with **Integrity**, adhering to strong moral and ethical codes in dealing with one another and in providing services to our clients
 - Earn the **Trust** and confidence of others by always doing the right thing
 - Deliver **Excellence** to our clients who deserve our best quality work and customer service each and every day.

- We believe flexibility, customization and a collaboratively designed program will transform the risks that our clients face into the best outcomes for all.

- Our professional team's dedication to our core principles is the reason that we achieve:
 - 97% average client audit scores
 - Resulting in 98% client retention
 - We are committed to continuous improvement in the quality of our services. This includes a dedicated Quality Assurance Department who ensures adherence to State, TRISTAR and Client policies and procedures and provides ongoing training to our staff members as well as clients.
 - We offer an empowered and responsible Account Manager. Whenever possible, we integrate managed care/cost containment programs including bill review, PPO network access, and medical case management into our client's overall claims management process that creates efficiencies and closes gaps that can exist with unbundled services.

- TRISTAR has undergone annual SSAE 16/SOC 1 (formerly SAS 70) Type II auditing for 19 years, well before it came into vogue. We were one of the first TPAs in the country to complete an unqualified SSAE 16/SOC 1 Type II Audit, reflecting our commitment to our clients and the community.

- Our in-house I.T. department provides the capabilities for on-line claim file and data access and viewing capabilities, as well as customized reporting and data transfer capabilities. Our IT staff has expertise in successfully transitioning over 400 claims programs and complete most conversions in less than ten business days.
- Access to an easy to use, web-based & paperless RMIS system
 - Provides claims data services through our IT platform
 - Results in quality report generation, analytics and stewardship
- We focus on reducing Total Cost of Loss, while achieving enhanced outcomes.

CHOOSING TRISTAR - While fees are an important factor to consider when choosing a TPA; loss costs represent the majority of Adams County's Total Cost of Risk. We believe it is our responsibility to manage your losses conscientiously, to act appropriately on your behalf, and to "do the 'RITE' thing" to help transform your risks into opportunity.

Thank you for the opportunity to submit our proposal to service Adams County. We look forward to continued conversations regarding your claims program.

TPA QUESTIONNAIRE

Please include your answers to these questions in your proposal

1. Describe the ownership of your organization and provide a brief company history, with focus on your workers' compensation administration division including the number of employees within CO, the total number of clients within the State of Colorado and the total number of clients that are public entities in Colorado. Describe the structure of the office that would service Adams County, if chosen.

Headquartered in Long Beach, CA, TRISTAR Insurance Group was founded in 1987 by our president Thomas J. Veale. Originally named Topa Risk Services, the company began as an insurance program manager and medical malpractice claims administrator. Workers' compensation claims management services were added to our offerings in 1989. Growth and change followed, and in 1995 the company was renamed TRISTAR Risk Management. As managed care and benefits administration services were added to our offerings, the organization grew into TRISTAR Insurance Group.

Today TRISTAR remains a privately held corporation. TRISTAR's annual revenue is approximately \$100 million, and TRISTAR is the largest independently owned third party property and casualty claims administrator in the U.S. We focus our operations in three divisions: property and casualty claims management ("TRISTAR Risk Management"), benefits administration ("TRISTAR Benefits Administrators"), and managed care and medical cost containment services ("TRISTAR Managed Care"). Each division provides services nationwide, and we have nearly 1,000 employees in offices across the country.

More than 80% of our property and casualty claims management business is workers' compensation, and nearly half of our clients are public entities. We serve a wide range of public entity clients, including school districts, cities, counties, states, public transportation systems, special districts, law enforcement and other municipal entities.

TRISTAR serves 20 clients headquartered in Colorado, as well as numerous regional and national clients with workers' compensation exposures in the state. Our Colorado public entity clients include school districts, cities and counties, as well as the Colorado Special Districts Pool, which is composed of more than 1,300 members including fire districts, ambulance companies, healthcare, libraries, conservation organizations, parks and recreation districts, water and sanitation districts, hospitals, and more.

TRISTAR proposes serving the County from our office located at: 200 Union Boulevard, Suite 580, Lakewood, CO 80228. We have approximately 20 employees in this office, including a Regional Vice President, Branch Manager, Supervisor, workers' compensation adjusters and support staff.

2. Provide the responsibility and background information on each member of the proposed account team including years of experience. List the office location for each individual. Please include data on the average number of open claims managed by each adjuster.

TRISTAR's proposed team is primarily based in our Lakewood, CO office.

JASON M. SHULTZ

Vice President, Regional Manager – Denver, CO

Proposed Adams County Executive Sponsor

Mr. Shultz has more than thirty (30) years of insurance and claims administration experience. He is responsible for nine claim offices covering a multi-state geographical territory including AZ, CO, ID, IA, MT, NM, NV, OR, UT encompassing over 60 employees. He also provides oversight for national accounts headquartered in respective jurisdictions. He is directly accountable for technical quality and compliance, financial planning, and administrative management of each operation. Mr. Shultz has over 25 years of experience with public entities.

Prior to his recent promotion to Vice President, as a Branch Manager at TRISTAR Risk Management for over 11 years, his duties included management of supervisors, claims staff, preparing and managing annual territory budget, developing and maintaining good working relationships with both existing and new clients, preparing extensive and complex reports to clients and state agencies. Mr. Shultz was responsible for hiring and termination decisions, preparation of payroll information and monitoring client trust accounts to ensure adequate funding of self-insured programs.

From 1992 to 2004, Mr. Shultz worked for Wear & Wood in a variety of positions including the Vice President of Claims. Starting his career in 1987 as a claims examiner, Mr. Shultz is a great resource for all of our clients in achieving successful outcomes. His experience includes field investigation for Zenith Insurance Company. He maintains a Self-Insurance Administrator Certificate for Self-Insurance Plans for the State of California and a Workers Compensation Claims Administration Certificate from Insurance Educational Association, is published in industry related publications including topics such as premium fraud. He is a highly-rated instructor for Insurance Educational Association. Mr. Schultz has excellent leadership skills and is an asset to the organization and its clientele.

PAULA LOWDER

Branch Manager – Denver, CO

Proposed Adams County Account Manager

Ms. Lowder has more than twenty (20) years of workers' compensation claims experience for self-administered organizations, carriers, and third party administrators. She works directly with the Vice President- Regional Manager and the Director, Sales and Client Solutions as the technical advisor to the clients and assigned staff. Her current responsibilities include day-to-day operations of local and national accounts for a multi-state region. She oversees the day-to-day operations for both workers' compensation and liability claims performing monthly financial reconciliation and reporting functions, and is responsible for ensuring staff meet contractual obligations and performance expectations.

Her primary responsibilities include oversight of the claims supervisors and staff administering

claims for property and casualty claims and includes but may not be limited to; review and manage new account claims and large exposure cases; ensure quality and uniformity of work product, including bill payment processes; conduct supervisory reviews and evaluation of claim files with particular emphasis on reserves, claim activity, and closing ratios.

Ms. Lowder's claims management career began with Catholic Health Initiatives where she managed all aspects of claims management as a multi-state adjuster handling Colorado, Nebraska, Kansas, Missouri and Utah claims. She continued her career at Zurich North America as a senior claims adjuster. Her most recent experience at CCMSI included various claim management and supervisor responsibilities. She is an asset to our customers and staff. She has excellent communication and leadership skills, and is a self-starter who has initiative and strong desire to help our clients succeed. She is able to establish and maintain positive and productive relationships with customers, peers, subordinates and all levels of management. Legal counsel and medical providers recognize her as a skilled expert in the industry.

TRISTAR supports her participation as active member of the Colorado Self-Insurers Association (CSIA), Colorado Public Risk Management Association (PRIMA), and Rocky Mountain Risk Management Society (RIMS). She participates in legislative meeting activities and continuing education with respect to Colorado Workers' Compensation Act. Ms. Lowder attended Pikes Peak Community College.

NANCY GAY

Claims Supervisor

Ms. Gay has more than twenty seven (27) years of workers' compensation claims experience. Her experience includes claims handling from the employer, carrier and third party administrator perspective. In addition to workers compensation claim handling experience, Ms. Gay also has extensive integrative claim handling experience including handling short and long term disability claims. She is responsible for supervisor review of claims for compensability determination, reserve adequacy, periodic activity reviews, delays, and denials, compliance with policies and laws, and client service instructions. She responds to claimant and vendor inquiry. Ms. Gay oversees client account and reporting and facilitates internal and external audits and assist with in-house and client educational sessions, and will attend claim reviews, and may handle a few high exposure or politically sensitive claims. She works directly with the Branch Manager and the Vice President as the technical advisor to the clients and assigned staff. She directly supervises adjusters and clerical staff; monitors job performance and performs evaluations and disciplinary actions.

Ms. Gay has claims handling experience in several jurisdictions including (but not limited to): Arizona, Colorado, Kansas, New Mexico and Utah. Ms. Gay is an asset to our customers and staff. She has excellent communication and leadership skills. She is a self-starter who has initiative and strong desire to help our clients succeed. She is able to establish and maintain positive and productive relationships with customers, peers, subordinates and all levels of management. Legal counsel and medical providers recognize her as a skilled expert in the industry. TRISTAR supports her participation as active member of the Colorado Self-Insurers Association (CSIA), Colorado Public Risk Management Association (PRIMA), and Rocky Mountain Risk Management Society (RIMS). She participates in legislative meeting activities and continuing education with respect to Colorado Workers' Compensation Act. Ms. Gay obtained her Bachelor of Science degree from National American University where she graduated Magna Cum Laude.

NORIE MAYNE

Senior Workers' Compensation Claims Adjuster – Denver, CO

Ms. Mayne has more than eighteen (18) years of workers' compensation claims management experience including the management of public entity client claims since 1998. Her responsibilities include, but are not limited to; handling complex medical only claims, indemnity and future medical claims. She processes payments, sets reserves within designated authority levels, manages return to work activities with employees and physicians, and prepares necessary paperwork in accordance to State rules and regulations. Ms. Mayne's activities include providing authorization and directing activities of outside investigators, nurse case managers and legal counsel. She communicates and interacts with injured workers, corporate nurse case manager, attorneys, physicians, vendors, management, division, and corporate office personnel. Ms. Mayne negotiates settlements with Pro se claimants and issue settlement benefits. She successfully recovers subrogation funds from at fault parties. Ms. Mayne attends internal and industry educational programs specifically pertaining to Colorado statutes, rules and procedures. Ms. Mayne is a valuable asset, and excellent claims adjuster for our clients and their injured workers.

LEOPOLDO "LEO" CASILLAS

Claims Examiner I – Denver, CO

Mr. Casillas is responsible for handling medical only claims. Hired by TRISTAR in June 2014, His activities include making same day contact with the employer or other parties on the file to verify details, confirming there is no lost time, securing police reports and estimates for repairs, etc. He reviews and prioritizes mail daily, processes payments accordingly, sets reserves within designated authority level, and corresponds with the parties involved on the claim when necessary. Mr. Casillas reviews and manages medical treatment on each claim to ensure that appropriate treatment plans are implemented. He works a diary system as outlined in best practices to ensure that claim files are being directed towards a final disposition.

Mr. Casillas started working in risk management as an intern for Soteria Risk, an enterprise risk management consulting company. Mr. Casillas has been a valuable asset to the adjusting team. He maintains a professional customer relationship with several clients. Mr. Casillas is bi-lingual. Mr. Casillas graduated from University of Colorado Denver and obtained a B.S. in Business Administration, Risk Management Insurance, and a Minor in Economics.

KAREN LESKO, CRM

Director, Sales and Client Solutions – Denver, CO

Ms. Lesko has over 30 years of experience in healthcare and third party claims administration services. She is responsible, in tandem with the operations management team, for customer program development and installations. Ms. Lesko has managed all aspects of occupational health and third party claims administration for many self-insured entities, pool and captives, and hundreds of insured accounts specializing in public entities such as cities, counties, educational institutions, and hospitals since 1985.

Ms. Lesko oversees the new business development for TRISTAR's public entity accounts nationally; has developed eleven branches for TRISTAR, and has been instrumental in helping organizations move several Colorado customers from guaranteed cost programs to self-insured risk retention programs. She consults with clients to help evaluate programs, review of benchmarks and trending to help identify improvement opportunities. She may assist with coordination of provider contracts and customized bill review operations.

Ms. Lesko has worked as representative for HealthWatch Medical Center occupational health facilities including 100 physicians, and managed a workers' compensation program for four acute care hospitals for the Sisters of Charity with 4,000 employees. For a period, she sold home infusion services for Total Pharmaceutical Care (Apria), and started in third party claims administration services for Blue Cross Blue Shield of Colorado in 1992.

Ms. Lesko has been involved in new legislative efforts, participated in focus study groups for regulatory agencies, and has participated on the board of several public entity and healthcare risk management local and national associations. Since attending Community College of Denver, and obtaining a Montana State radiology license, Ms. Lesko maintains a property and casualty license and a CRM designation. Ms. Lesko has been with TRISTAR since 2000, and has implemented over 35 accounts for the organization, of which 85% are public entity.

Team Support & Workloads - TRISTAR believes that claim professionals must have appropriate workloads and administrative support to achieve the best possible outcomes.

- **Supervisors and Managers** – Supervisors and managers do not carry personal caseloads, as they are dedicated to quality assurance, technical oversight and management support of their team.
 - **Lost Time/Indemnity Adjusters** - TRISTAR best practices recommends a caseload not to exceed 125-150 active indemnity and future medical claims per adjuster, and approximately 10-15 newly reported indemnity claims per month. TRISTAR assigns 0.5 support person for each indemnity adjuster. This staffing level allows TRISTAR to implement the best cost saving measures and provide a superior level of service to our clients.
 - **Medical Only Adjusters** - Medical only adjusters will typically manage approximately 250 open medical claims, and may receive approximately 50 newly reported medical only claims per month.
3. What kind of training (industry, internal, computer, other) does your firm expect or require your staff receive?

TRISTAR provides internal and external training and continuing education courses on a monthly, quarterly, and annual basis. Monthly training sessions focus on policies and procedures, quality assurance and standards, and customer service. Quarterly and annual sessions are provided to focus on legal and medical updates, review training modules, and roundtable new claim handling ideas.

Classes are taught by our managers, Quality Assurance staff, and outside specialists such as attorneys or medical providers. Ongoing training for TRISTAR's professional claims staff is mandatory in the areas of accurate reserving, fraud detection, file maintenance, compensability determination, rehabilitation laws and benefits, identification and reporting of potentially fraudulent claims, subrogation, restitution, and excess reporting, new legislation, AMA and ACOEM regulations, structured settlements, Medicare-set-asides, utilization review and other corporate training areas of importance.

Managers are required to review our quality assurance department's monthly corporate training modules with employees, with branch-specific variances for jurisdictional requirements and client service instructions. Management also provides training via Webinar to include instruction and education regarding new case law affecting our organization company-wide, federal regulations such as Section 111 reporting requirements, etc.

TRISTAR's training program for support staff focuses on employee development providing a thorough review of our policy and procedures, quality standards, customer service, and setting expectations. New hires receive monthly training modules ranging from new data input, providing excellent customer service, jurisdiction-specific claim handling requirements, coverage and compensability, internal office procedures, reserve training, new claim set-up, payments and proper coding, required forms and reports, and more.

In addition to training sessions led or coordinated by TRISTAR, TRISTAR recognizes the need and encourages employees to enhance their technical knowledge and professional skills through external continuing education to improve job performance and develop potential for future career advancement. We have initiated an education assistance program specifically created to provide financial assistance to the employee to help defray some of the cost involved according to the guidelines TRISTAR has established.

TRISTAR sponsors extensive training of our employees through the Insurance Education Association (IEA). We emphasize all workers' compensation courses, as well as those courses leading to recognized designations such as CPCU, ARM, AIM, and AIC. TRISTAR also encourages and supports our staff to attend training programs offered by many industry organizations. TRISTAR belongs to and attends seminars, conferences, and trade shows conducted by numerous local, regional, and national industry association organizations such as the following:

- American Society for Healthcare Risk Management (ASHRM)(Multiple States and National)
- California Association of Joint Powers Authorities (CAJPA)
- California Association of School Business Officials (CASBO)
- Council of Self-Insured Public Agencies (COSIPA)
- Healthcare Human Resource Management Association (HHRMA)(Multiple States)
- Public Agency Risk Managers Association (PARMA)
- Public Risk Management Association (PRIMA) (Multiple States and National PRIMA)
- Risk and Insurance Management Society (RIMS)(Multiple States and National)
- Southern California Association for Healthcare Risk Management (SCAHRM)
- Southern California Council of Self-Insurers (SCCSI)
- State Self-Insured Associations throughout the United States
- State Claims Professional Associations throughout the United States
- State Risk and Insurance Management Association (STRIMA)

4. Provide details about how our account will be handled.

TRISTAR has thoroughly reviewed the request for proposal document, understands the scope of services, needs and requirements as outlined, and has provided a concise response to the specific information requested. TRISTAR is confident that our staff, our technical expertise, data

management programs will meet the requirements for managing all aspects of the County's program. TRISTAR offers the County the tools and resources of a national TPA, combined with the expertise of a Colorado-dedicated team specializing in serving public entity clients.

PROJECT APPROACH – TRISTAR will deliver a program that provides flexibility, customization, and a collaboratively designed suite of services to deliver the most efficient and best outcomes for the County. Our goal is to foster a close working relationship with all parties including providers, defense counsel, ancillary vendors, brokers and excess carriers so that each claim is managed to best possible outcome. TRISTAR will:

- Provide seasoned, technically astute claim adjusters and management staff with extensive claims administration and risk management experience.
- Work collaboratively and professionally with the County, its employees and unions.
- Provide new solutions for the County to achieve its risk management objectives.
- Uphold the County's efforts to achieve its financial objectives.
- Control the County's indemnity and legal expenditures.
- Provide accurate, current risk management data for analyzing risk and making administrative decisions.
- Assist in the reduction of losses through comprehensive loss prevention services.
- Assist in protecting the County's tangible and intangible assets through claims management services.
- Mitigate and manage risk by increasing the County's knowledge, awareness and control of exposures to loss.

CLIENT SERVICES - TRISTAR will provides a comprehensive claims management and client services program to achieve best outcomes, and provide best-in-class service. TRISTAR provides an Executive Sponsor in addition to our Branch Manager/Account Management representatives. The Executive Sponsor, Jason Schultz, our Vice President of Claims Operations for the region, has the ability to call on all available resources within the TRISTAR organization to respond to the County's objectives and requests. Branch Manager, Paula Lowder, will serve as Account Manager to the County and will be responsible for day-to-day client services needed. Mr. Schultz, Ms. Lowder, and numerous others within the organization have significant experience serving public entity clients. TRISTAR recognizes that although clients may have similar exposures, they may have different philosophical approaches, various policies and procedures and internal requirements and processes. TRISTAR's service model is solution-oriented and responsive.

BEST PRACTICES – QUALITY ASSURANCE - TRISTAR offers service programs delivering quality, cost-effective and overall adherence to our proven best practices. By focusing on TRISTAR best practices, adjuster excellence, communicating and managing to best outcome with supervisor open file oversight, and internal and external claim and financial audits, we consistently drive to our objective of decreasing our clients total cost of risk. TRISTAR has 97% compliance to Best Practices and Claim Handling Instructions, and 98% Customer Retention. Our best practices and quality assurance department will provide the County with specific opportunities such as:

- Ability to help the County identify and establish more efficient workflow processes
- Evaluation of policies and procedures related to claims administration to enable the County to monitor programs effectively

- Technological claim and managed care system and application resources to help identify and help prevent on-going exposures such as narcotic usage, claimants with multiple claims, claim outcomes for specific diagnoses, and predictive return to work modeling.
- Programs and reporting capabilities to effectively manage ancillary third party service providers.
- Anti-Fraud policies and procedures to identify and prosecute fraud.
- Training for adjusting staff, County risk management, and employee supervisors

RISK MANAGEMENT INFORMATION SYSTEM –TRISTAR will use its outcome driven, easy-to-use Risk Management Information System to meet the County's information technology needs. Our modules are paperless, imaged, and real-time; including interface capabilities already established with other customer's own RMIS claim, payroll, or human resource systems, most major carriers, vendors and service providers, actuaries and brokerage firms, and State and Federal regulatory agencies. TRISTAR performs hundreds of daily, weekly, monthly, quarterly, and annual data exchanges. TRISTAR can customize security hierarchy, so the County may control the level of access each user views. Users may access all HIPAA-compliant claim information - including event data, activity notes, financial, managed care, work restrictions, medical and litigation information.

5. Do you provide any performance guarantees? If so, please explain in detail.

TRISTAR occasionally enters into performance guarantee arrangements with our clients. We typically prefer to engage in these programs when there is opportunity for a bonus or penalty to TRISTAR based upon mutually agreed upon audit criteria. Below are typical metrics used in evaluating and reporting service levels related to claim handling guidelines. If a performance guarantee is desired by the County, we will work with you to mutually agree upon the metrics.

The County and TRISTAR will develop a list of claims handling expectations based on accepted industry best practices. An independent audit will be performed within 60 days of the anniversary date of the start of the contract. Generally, a TPA is considered to have exceeded Industry best practices when scores are in excess of 80% on the following ten (10) areas:

1. **Medical / Cost Management** - Medical Management / Cost Containment best practice includes, but is not limited to: medical bill audits and fee schedule review; periodic receipt and review of medical reports; and establishment and utilization of managed care network (PPO, HMO) – (including direction to these providers during the first 30 days of injury; pre-certification / pre-admission review; and utilization review). Medical reports are obtained and reviewed prior to payment of bills; bills are reviewed in accordance with the fee schedule.
2. **Communication**- Communications include telephone contact, written correspondence, and / or electronic correspondence to: advise about file status, make general inquiries, etc. Parties with whom communication is recommended are the department, claimant and attorneys.
3. **Litigation Management**: Based upon established protocols or file complexity, there should be timely assignment to defense counsel. "Assignment" includes an outline of the issues, direction on immediate activities necessary and clarification of the activities to be maintained by the claims examiner.

Defense counsel provides periodic and appropriate status reports that reflect current and future activities on the case, as well as recommending strategy for resolution of the case. Finally, the file should reflect timely follow up by the claims examiner on recommended activities.

4. **Adherence to Special Account Instructions** - Contained within the contract there are specific client account instructions that apply to the County program. Each claims examiner will be scored on their familiarity with and adherence to these instructions.
5. **Disability Management / Return-To-Work** – Proper and timely use of medical management; aggressive pursuit of return to work; timely assignment of nurse case manager; and aggressive pursuit of maximum medical improvement status are all considerations in disability management best practice.
6. **Reserving** – Reserves should reflect the ultimate probable outcome based upon both known and reasonably foreseeable factors.
7. **Action Plan** – The file should contain a current and thorough plan of action that outlines the strategies to move toward resolution and closure. This plan of action should be continually updated as factors change and follow up on open items should be documented. File documentation should also reflect supervision, as indicated by the complexity of the case. The supervision should provide a set of more “experienced eyes” to identify potential exposures, assure timeliness of benefits and facilitate in the outcome of the file.
8. **Subrogation Recoveries** – Where injury is caused by a third party, timely evaluation and pursuit of recovery is made by the adjuster. Further, apportionment and/or other credit or recovery opportunities are identified and pursued.
9. **Three-Point Contact** –Telephonic contact by the claims examiner with the injured employee, doctor and supervisor. The best practice standard is contact or reasonable attempts (at least 3 tries) within two business days of receipt of the claim. This practice should take place on all lost time or delayed claims. The purpose of the contact is to conduct a preliminary investigation to confirm the facts of the case, identify any questionable circumstances and to provide a brief explanation of workers compensation to the injured employee.
10. **Investigation** – Investigation involves determination of issues of compensability, apportionment, 2nd injury or subrogation potential, causal relationship between injury and treatment plan. The necessity for investigation beyond the 3-point contact should be identified either based upon the information provided on the report of injury, or obtained during the 3-point contact. Investigations may include, but are not be limited to: recorded statements of the employee; interview of supervisor or witnesses; wage statements; personnel records; on-site inspections; photographs; police reports; court records; autopsy or medical records; index bureau reporting; prior workers compensation records; or other information pertinent to the claim file. All indemnity claims should be indexed.

Scores of each of the above areas will be equally weighted to determine an overall score. As an example, a contract penalty or bonus will be determined as follows:

| Score | Penalty/Bonus |
|-------------|---------------|
| 69 or below | 5% penalty |
| 70 to 75 | 2 ½ % penalty |
| 76 to 79 | None |
| 80 to 84 | 2 ½ % bonus |
| 85 and up | 5% bonus |

6. If available, please provide a copy of your company’s best claim practices.

TRISTAR’s complete best practices manual is comprehensive and more than 80 pages long. TRISTAR will provide our complete manual upon request. A brief overview of our Best Practices is as follows:

- **Coverage**
 - Prompt confirmation that policy information is accurate and applicable
 - Reinsurance determined and reported where applicable
- **Contact**
 - Same-day contact with your employee, Red Wing Shoes and a doctor to determine compensability and injury
 - Regular aggressive follow-up with contacts throughout the life of the file
- **Investigation**
 - Recorded statements on **back** injuries, with others at the discretion of supervisor
 - Wage information obtained and appropriate rate determined
 - Outside investigation completed when necessary
 - Indexing on all lost time cases
 - Fraud indicators checked and referred for Special Investigation (SIU) when appropriate
 - Regulatory requirements and turnaround times met and/or exceeded
 - Initial diary set at 30 days with subsequent follow-up no more than 90 days
- **Recovery/Contribution**
 - All new losses reviewed by a supervisor for potential subrogation
 - Potential sources of recovery identified and placed on notice immediately
 - Other sources of recovery, such as SIF or other state funds, pursued aggressively
- **Evaluation**
 - All losses evaluated for potential financial impact immediately upon receipt
 - Initial reserves established within five days (30 days on major cases) and changes within 30 days
 - Home Office referral for guidance and direction on all files meeting established criteria
- **Medical/Disability/Rehabilitation Management**
 - Lost time cases involve aggressive Return to Work/Light Duty availability
 - Disabilities and restrictions determined in a timely manner
 - Medical reports obtained promptly and reviewed by adjuster for early disposition
 - Medical management aggressively followed with Early Intervention nurse and medical provider
 - Prior to releasing TTD checks contact made to confirm employee is disabled

- Independent medical exams set up when appropriate
- Assignment to approved rehabilitation vendors when appropriate and close follow-up and direction
- **Negotiation/Disposition**
 - Claim adjuster to review settlement strategy and plan with supervisor
 - Negotiation conducted promptly and aggressively and documented in file
- **Supervision**
 - Supervisors initiate all new losses, reassignments and litigation referrals
 - Initial diary of all cases within 30 days and subsequent reviews at no more than 90 days
 - Supervisors do not carry pending files
 - All reviews and evaluations documented
- **Customer Service**
 - Contacts and return phone calls made same day
 - Claim Handling Instructions (“CHI”) followed
 - Reserve increases and settlements discussed with customer as required

7. Please describe your cyber/information security methods.

TRISTAR understands the critical nature of protecting our client’s financial and non-financial assets including the security of personal identifying information. TRISTAR has an assigned Compliance Officer and an established committee to help ensure that TRISTAR complies with Federal, State and HIPAA rules. TRISTAR undergoes an annual SSAE 16 (SOC 1) Type II audit that is conducted by Deloitte and Touche, and have had unqualified audits since 2005.

SYSTEM SECURITY – The TRISTAR claim system is fully supported by authorized TRISTAR IT staff that has full rights to all aspects of TRISTAR database management. Security is control by Oracle/Unix administrators, and security settings within the application. TRISTAR’s application provides secure real-time online access using SSL encryption on a 24-hour basis. This supplies full security for all data imported and or exported for the entire session. It is flexible and user-friendly and provided to all authorized users.

Internet based information systems are password protected at the network level and at the individual user level. Unique passwords are established for each individual user. The system requires passwords be changed at established intervals. Access to data within our system is established through an extensive authorization process. Authority levels are determined by experience and job title, and must be approved by the branch manager before access is granted. Remote access is subject to the same security process as local access requests.

SSAE 16 (SOC 1) TYPE II: ASSURANCE OF CONTROLS & COMPLIANCE - Our annual audit documents our change management procedures including test controls that indicate the following policies/procedures, including but not limited to:

- Network Services process for monitoring disk space capacity, system responsiveness and system usage daily
- User access change policies and procedures limiting access to users
- User network sessions lock out after period of inactivity
- Standard server configuration conforming to current IT security standards
- Changes to configuration of firewall reviewed and authorized by CIO

- User assigned access rights based on job responsibilities
- Password policies
- Notification to clients

Our information security controls are indicated in our SSAE 16 audit control objectives, and provide assurance that access to the application, sensitive master files and data, and the computer network is restricted to authorized persons. We adhere to all regulatory statutes indicating required policies and procedures including notification to affected individuals in the event of a security breach, if any. Our SSAE 16 compliance document includes review of policies and procedures related to protection personal information.

8. Describe education services that you expect to provide to our account and any additional services that are available at our request. Note which services will be subject to an additional fee. Please provide samples of materials that you offer.

As outlined in our response to Question #3, TRISTAR provides internal and external training and continuing education courses on a monthly, quarterly, and annual basis. Monthly training sessions focus on policies and procedures, quality assurance and standards, and customer service. Topics include communication involving verbal and writing skills, questionable claims handling (red flags), detecting fraud, and file maintenance. Quarterly and annual sessions are provided to focus on legal and medical updates, review training modules, and roundtable new claim handling ideas.

Classes are taught by our managers, quality assurance staff, strategic business partners and other outside vendors. Examples of past sessions include:

- Workers' Compensation 101
- Medical Case Management
- Impairment Rating: The Basics & Beyond
- Back to Back with Needles
- Modern Medical
- Special Investigations Case Management: Proactive Approaches
- Utilization Review
- Functional Evaluations
- Surveillance Alternatives
- Independent Medical Examinations & Peer Reviews
- The Basics of WC Health Care Networks
- Health & WC Clinical Issues

Please see **Exhibit A - Sample Training Material: 3-Point Contact Training, Documentation Training and Bad Faith Training.**

9. Do you provide employee communication services for your clients' employees? If so, please provide a general description of your capabilities. Please provide sample employee communication materials that you have distributed to other clients, include technology based approaches and identify additional costs, if any.

TRISTAR provides customized employee communication services. TRISTAR will work with the

County to understand their desired First Notice of Injury reporting process (i.e.: telephonic, internet form, fax), and create an information sheet that the County may distribute and/or post online, outlining the process to report new claims, and providing TRISTAR's contact information. TRISTAR will create templates for customized Division posters, flyers or other notifications. TRISTAR will also customize initial injury acknowledgment letters, forms, and other communications if desired by the County to include information such as the County's return to work policy, preferred provider listings, etc.

Please see **Exhibit B – Sample Client Communication**.

10. Discuss briefly any other divisions or special expertise you have that may be helpful to Adams County's Workers' Compensation program.

In addition to comprehensive claims management services and expertise, TRISTAR offers managed care and medical cost containment services. TRISTAR integrates ancillary and nurse case management service programs as authorized by our clients, including but not limited to, medical case management, bill review, PPO (Preferred Provider Organization) network access, pharmacy, radiology, physical therapy and durable medical equipment programs, into our overall claims management process. This inclusive approach to claims and medical management creates efficiencies and closes gaps that exist with unbundled services. TRISTAR also provides an array of medical case management including a 24/7/365 call center, nurse triage, early intervention, telephonic and field medical case management, independent medical examinations, medical certifications, and utilization review and wellness programs. Features include:

Service:

- Superior communication and coordination of medical information with claim staff, medical providers and the County.
- Rapid uniform response to medical provider and injured worker questions regarding available medical benefits and status of payments.
- Shared information assures all parties have a common knowledge.
- No overlap or gaps in service since all the services are orchestrated by the claims staff and the County.
- Combined service helps to ensure consistent and more complex savings and utilization reports.

Efficiencies:

- More efficient processes and workflow.
- Reduced turnaround time.
- Fewer process errors and disputes.
- Existing information systems integration.
- Single source for required Electronic Data Interface (EDI).

Lower Costs:

- All the efficiencies above lead to lower overhead costs, therefore, lower fees.
- Only one profit margin to consider.
- Single point of contact to negotiate best cost.

11. Please include a list of any workers' compensation services that may be available to the County and include the cost of those services including online services. Please provide samples of these services.

The Flat Annual Claims Management Fee includes:

- Complete and thorough "desk" investigation of all claims reported, including recorded statements where necessary, in accord with TRISTAR's Best Practices and any special service agreements made with the County
- Evaluation of liability and damages to establish appropriate reserves
- Reserve Advisories at County-designated levels
- Notification/reporting to the County in compliance with our service agreements
- Adjustment and payment of compensable claims
- Litigation planning and management
- Employment of anti-fraud measures including assignment and direction of investigators to reduce possibility of payment of non-compensable claims (services of special investigators not included)
- Maintenance of a record of all investigation, payment and adjustment activities within the claims system and files
- Pre-Settlement Advisories
- Structured Settlement Management (cost of structures not included)
- Large Loss Notices/E-Mail Alerts
- Claim Acknowledgements
- Closing Notices
- Status Reports – Initial at 30 days/90 days thereafter until closure, or at otherwise agreed upon timeframes
- Subrogation/Recovery – **No Additional Recovery/Recovery Fee Charged**
- Conference calls with assigned legal counsel, and other ancillary service providers as necessary or requested

Claim service fees do not include services defined as Allocated Loss Adjustment Expense (ALAE) (please read further for full definition), whether such services are performed by employees of TRISTAR or others.

Annual Account Management Fee: No charge, and includes

- Account Management
- Implementation Planning and Management
- County Specific Claims Handling Instructions
- Account Set-Up
- Quality Assurance Management & Review
- Bank Account Management & Reconciliation (TRISTAR Accounts Only)
- Quarterly Customer Meetings, or as requested
- Carrier Audits
- Annual Stewardship Meeting, Report and Analytical Review

- 1099 Form Preparation
- Reporting for brokers, actuaries, consultants, and excess carriers
- Client Education Programs
- Development of Policies and Procedures

Risk Management Information Systems: No Charge, and includes:

- Client Portal RMIS Access – Two (2) User ID's
- Customer Hierarchy and Organizational Structure maintenance
- System Access to Losses, Financials & Reserves
- Adjuster and Supervisory Notes Access
- Report Templates
- Scheduled Reports
- OSHA Logs, if desired
- Self-Insurance Plans Annual or Periodic Reports
- State and Federal Required Annual and Periodic Reporting as requested by Adams County including, but not limited to:
 - First Notice of Loss (EDI) electronic reporting to the Division of Workers' Compensation
 - ERM-6 submission to NCCI for Experience Modification Factor
 - Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 CMS query and reporting
 - Central Index / ISO
- Periodic Cost Containment Reports
- Claim System Training
- Help Desk Access
- Customer Service Unit Support

12. What is the turnover rate for your adjusters?

TRISTAR's greatest strength comes from our staff. We hire qualified staff, pay them competitive salaries and offer above average benefits. TRISTAR senior adjusters generally have 5-10 years of claims experience, have industry related licenses, certifications or designations. TRISTAR Branch Managers and Supervisors have over 15 years or more of experience in their perspective state, may have multi—line experience and have had risk management responsibilities and training.

Our low staff turnover rate allows us to offset high benefit costs through savings in recruitment fees and other employee turnover costs. The average length of service is for an adjuster at TRISTAR is 6.2 years. In fact, some of our adjusters have been with our clients as insured customers through the development of self-insured programs and captive programs as their companies grew. Company-wide, the annual voluntary turnover ratio for the past five years is approximately 11%.

13. Provide details of how your firm will be compensated. List any services that you charge for separately.

For the purposes of this presentation, and as requested in the RFP, we offer a Flat Annual Claims Administration Fee for claims management services as requested. Please see - **Proposal Form**.

At TRISTAR, we believe that you should have a clear understanding of the price we charge for our services. We will be straightforward regarding our methodology, open to discussion relative to our assumptions and cost estimates, and receptive to any alternatives that you would like us to consider. Our goal is to tailor both our services and our fee arrangements to best meet your needs. Our promise is to provide premier quality management, administrative efficiency, and cost controls are as primary to our mission as they are to yours.

Since our experience has proven that improper focus on administrative costs does not achieve the goal of properly managing total claim disposal costs, we will work with you to strike a proper balance between controlling administrative expenses and providing the appropriate level of resources to realize the best economic outcomes on your claims. We have utilized TRISTAR best practices caseload standards and the desired service specifications to develop our price offerings.

Based upon our analysis of the County's historical claims activity and the work effort required to manage it for one year, we are prepared to offer a Flat Annual Claims Administration Fee to manage both pending (open claims) and expected newly reported claims. The pricing offered is based on our analysis of required workloads, County historical claim activity and the average compensation we expect to pay our staff to manage the claims for the next year. We will handle all claims pending at the start of the year and any claims that are newly reported during the contract year for the Flat Annual Claims Administration Fee quoted from the time we receive the claims until the time that the claim is closed or the contractual handling period ends, whichever comes first.

We have assumed no growth for the County from its current annual expected claim counts, no change in the business exposures, and no change in the geographic location of where claims will arise. We have assumed our best practices workloads for the lines of business to be managed. Unless otherwise noted, claim service fees quoted presume use of TRISTAR Managed Care services.

Payment Terms: The Flat Annual Claims Administration Fee will be billed quarterly in advance. Data conversion, special project and fees for services not included in administration or RMIS services will be billed at the end of the month in which they are incurred. Fees are due within 10 business days of invoice.

Definition of Allocated Loss Adjustment Expense(s) (ALAE) - Allocated Loss Adjustment Expenses includes any fee or expense which is chargeable or attributable to the investigation, coverage analysis, adjustment, negotiation, settlement, defense or general handling of any Claim or action related thereto, or to the protection and/or perfection of the County and/or Carrier's right of subrogation, contribution or indemnification, all as reasonably determined by TRISTAR.

ALAE include, but may not be limited to:

- Attorney's fees and disbursements
- Fees and expenses incurred for handling any legal actions, including trials or appeals including deposition fees; cost of appeal bonds; court reporter or stenographic services, filing fees, and other court costs, fees and expenses; transcript or printing services and all discovery expenses; service of process; witnesses' testimony and corresponding travel expenses, opinions, or attendance at hearings or trial;
- Statutory fines or penalties

- Pre- and post-judgment interest paid as a result of litigation, unless regulatory or reporting requirements define such interest as loss or indemnity payments;
- Subcontractors' fees and travel expenses, including independent adjusters, automobile and property appraisers.
- Experts' fees and expenses, for advice, opinions, or testimony concerning claims under investigation or in litigation and costs of appraisals
- Fees and expenses for surveillance, undercover operative and detective services or any other investigations
- Costs of legal transcripts of testimony taken at coroner's inquests, criminal proceedings, or civil proceedings;
- Fees and expenses for medical examinations, or autopsies, including diagnostic services, and related transportation services; durable medical equipment; and medical reports and rehabilitation evaluations, unless regulatory or reporting requirements define such fees and expenses as loss or indemnity payments
- Fees and expenses for any public records, medical records, credit bureau reports, index bureau reports
- Costs of photographs and photocopy services
- Medical or vocational rehabilitation fees and expenses
- Medical cost containment services, including, but not limited to:
 - Medical Bill Review (Fee Schedule) – \$8.50 per bill
 - Preferred Provider Organization Network Access and Specialty Bill Review through TRISTAR Managed Care: 26% of Savings (Post Fee Schedule and Usual & Customary)
 - Telephonic Medical Case Management:
 - \$98.00 per hour, if performed by TRISTAR outside the dedicated staffing unit, **OR**
 - First 30 days: \$333 per claim
 - Second 30 days: \$210 per claim
 - Each 30 days until closure: \$175 per claim
 - Field Case Management, if performed by TRISTAR:
 - \$105 (Colorado) per hour plus Mileage at IRS mileage rate (travel time within County is 50% of hourly rate or \$52.50 per hour)
 - \$125 CA/AK/HI/NY plus Mileage at IRS Mileage rate
 - \$105 All Other States plus Mileage at IRS Mileage rate
- Utilization Review Inpatient: \$125 per pre-certification and \$105 per hour for length of stay and discharge planning, and management, if performed by TRISTAR outside dedicated staffing unit
- Utilization Review Outpatient: \$125 per pre-certification
- Concurrent Review Inpatient/Outpatient: \$125 per hour, if performed by TRISTAR outside dedicated staffing unit)
 - This is done when a claimant is hospitalized or when claimant is getting outpatient treatment. The review is done as treatment progresses to ensure duration and type of treatment meet appropriate guidelines.
- Catastrophic Case Management: \$130 per hour plus mileage, high level of RN interaction with immediate response to significant injury e.g. severe head injury, severe burns, gunshot. These are typically claims that require immediate reporting to carrier or excess carrier.
- Peer Review Level 1: \$200 Flat Rate per Peer Review of episodes of care identified on medical bill review. (includes review of medical records and communication of decision in writing to all parties)

- Peer Review Level 2: \$250 flat rate when assigned by a nurse case manager following case manager file review, or receipt of a referral by adjuster for review. (Includes review of medical records, discussion with treating physician and communication of decision in writing to all parties).
- Provider Ebill, if any, through TRISTAR Managed Care: \$1.00 per bill
- Costs of independent medical examinations and/or evaluations for rehabilitation and/or to determine the extent of the County's liability
- State mandated electronic data interchange (EDI) costs, if applicable (No Fee, if performed by TRISTAR)
- ISO Index (No fee if provided by TRISTAR)
- Federal query/reporting fees for Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, and Medicare Set-Asides (No Fee, if performed by TRISTAR)
- Telephonic First Notice of Loss Intake (No fee, if performed by TRISTAR)
- Extraordinary travel and related fees and expenses incurred by TRISTAR at the express request of the County, which are not otherwise payable under this Agreement.

Data Conversion: \$2,000 (one-time fee), and includes, but is not limited to:

- Mapping/Plotting of data elements
- Test runs/exception reports and correction of any data flows
- Converting data over to TRISTAR claim systems
- Balancing financials (reserves and paid amounts)
- Storage of claim records

Should you engage TRISTAR to manage existing take-over claims, we will need to convert historical data from your current TPA to TRISTAR's claim system in order to continue seamless management of the claims and report to carriers and/or regulators on your behalf.

14. Please provide two (2) references of accounts that have terminated services within the past two years. Please describe the reason(s) for termination.

Railcrew Xpress

Bryan Taylor, Director - Safety, Risk & Claim Risk

9867 Widmer, Lenexa, KS 66219

Phone: 913-928-5008

Email: bryan.taylor@railcrewxpress.com

Railcrew Xpress recently changed carriers, and their new carrier does not permit unbundled claims services. TRISTAR continues to manage Railcrew Xpress's run-off claims.

City of Escondido

Jodi Vinson, Risk & Safety Manager

201 North Broadway, Escondido, CA 92025

Phone: 760-839-4869

Email: jvinson@escondido.org

The City of Escondido selected a different TPA through the course of the standard open bid process, during which another provider, with a more competitive fee schedule, was awarded the contract.

15. Please provide at least four (4) current account references in Colorado.

Boulder Community Health

4715 Arapahoe Avenue, Boulder, CO 80301

Beth Reasoner, Chief Quality Officer and Director of Quality and Patient Safety

Phone: 303-415-7665

Email: BReasoner@bch.org

Mary Jo Clark, RN Coordinator, Employee Health

Phone: 303-415-7661

Email: MClark@bch.org

TRISTAR Client Since: 2004

Children's Hospital Colorado

13123 East 16th Avenue, Box 105 | Aurora, CO 80045

Pamela Baron, Manager – Occupational Health, HR Policy & Compliance, Human Resources

Phone: 720-777-6370, Cell:303-910-2865

Email: pamela.baron@childrenscolorado.org

TRISTAR Client Since: 2006

City of Grand Junction

250 North 5th, Grand Junction, CO 81501

Nathan Carruth, Risk Manager

Phone: 970-244-1592

Email: nathanc@ci.grandjct.co.us

TRISTAR Client Since: 2006

Colorado Special Districts Property and Liability Pool (CSD Pool)

McGriff, Seibels & Williams, Inc.

1800 SW First Avenue, Suite 400, Portland, OR 97201

Joseph DePaepe, Senior Vice President and Pool Administrator

Phone: 503-784-2721

Email: JDePaepe@McGriff.com

TRISTAR Client Since: January 2015

Larimer County, Colorado

200 W. Oak Street, Suite 4000, Fort Collins, CO 80521

Jeff Green, Risk Manager

Phone: 970-498-5962

Email: jlgreen@larimer.org

TRISTAR Client Since: 2005

Mesa County, Colorado

544 Rood Avenue, Grand Junction, CO 81502-5063

Jean Boothe, Risk Administrator

D: 970-244-1868

E: Jean.Boothe@mesacounty.us

TRISTAR Client Since: 2006

Mesa County Valley School District 51

2115 Grand Avenue, Grand Junction, CO 81501
 Sheila Naski, Risk Manager
 Phone: 970-254-5100 (Ext. 11135), or (970) 254-5176
 Email: Sheila.Naski@d51schools.org
 TRISTAR Client Since: 2006

Northern Colorado School District Self Insurance Pool (3 School Districts)

Members located in Longmont, Estes Park and Windsor, Colorado
 8390 E. Crescent Parkway, Suite 200, Greenwood Village, CO 80111
 Sally Hayes, Vice President, Pool Manager (Beecher Carlson)
 Phone: 303-996-5413
 Email: shayes@beeheercarlson.com
 TRISTAR Client Since: 2011

16. Please list any current clients that are governmental entities.

TRISTAR's public entity clients include, but are not limited to, those listed below:

| | | |
|--|--|---|
| Atlanta University Consortium | City of South San Francisco | Mesa County Valley School District 51 |
| Beaverton School District | City of Tucson | Mesa USD #4 |
| Bexar County | City of Vista | North Clackamas School District |
| Bossier Sheriff Department | City of West Valley City | North County Transit District |
| Brownsville ISD | City of Yuma | Northern Colorado School Districts |
| Campbell Union School District | Collin County | North Forest ISD |
| Chula Vista Elementary School District | Colorado Special Districts Pool | Park School District R-3 |
| City of Ashland | County of Alameda | Pflugerville ISD |
| City of Beaverton | County of Fresno | Pima County |
| City of Bountiful* | County of Los Angeles | Portland Public Schools |
| City of Campbell | County of Marin | Port of Portland |
| City of Carmel | County of Mariposa | Resource Conservation Program |
| City of Chula Vista | Dallas County Community College District | Richardson ISD |
| City of Colton | Dallas ISD | Robstown ISD |
| City of Coronado | Deep East Texas Self Insurance Fund | Rockwall ISD |
| City of Dallas | Eagle Pass ISD | Salt Lake School District |
| City of Del Mar | Edcouch Elsa ISD | San Antonio ISD |
| City of Edinburg | Edinburg Consolidated ISD | San Diego Metropolitan Transit System |
| City of Encinitas | Elk Grove USD | SANDPIPA |
| City of Grand Junction | Fort Worth ISD | San Joaquin County |
| City of Hillsboro | Fresno County Office of Education | San Jose USD |
| City of Houston | Fresno County Self Insured Group | Santa Clara County Office of Education |
| City of Imperial Beach | Glendale Elementary School District | Santa Clara Valley Transportation Authority (VTA) |

| | | |
|-----------------------|----------------------------|---------------------------------------|
| City of Irving | Granite School District | Self-Ins Security Fund (SISF) |
| City of Lemon Grove | Hall County Schools | Sharyland ISD |
| City of Long Beach | Harlandale ISD | St. Vrain Valley School District RE1J |
| City of Longview | Hastings College of Law | State of Alaska |
| City of Los Altos | Hidalgo County | State of Illinois |
| City of Los Angeles | Imperial Irrigation | The Texas A&M University |
| City of Merced | Irving ISD | University of Colorado |
| City of National City | Jefferson County | University of Idaho |
| City of Oceanside | Jordan School District | University of Wyoming |
| City of Ogden | Judson ISD | Valley Medical Center-Seattle |
| City of Ontario | Lake Elsinore USD | Victoria ISD |
| City of Orem | Lamar Consolidated ISD | Washington County, OR |
| City of Peoria | La Mesa ISD | Washington Elementary School District |
| City of Richardson | Larimer County | Weslaco ISD |
| City of Roseville | Livingston ISD | West Texas Rural Counties Association |
| City of San Antonio | Long Beach USD | Windsor School District RE-4 |
| City of San Diego | Maricopa Community College | Yuma County Detention Center |
| City of Santee | Matagorda County | |
| City of Solana Beach | Mesa County | |

17. Discuss any impending changes in your organization that could impact the delivery of your services.

There are no impending organizational changes that could impact the delivery of TRISTAR services.

18. Describe the form of professional liability or errors and omissions Insurance carried by your company and the amount of coverage.

TRISTAR's errors and omissions coverage are as follows:

| Coverage | Carrier | Limit | | | Policy Period | |
|--------------------|--------------------------------------|--------------|--------------|------------|-------------------|------------------|
| | | Occurrence | Aggregate | Deductible | From | To |
| E & O Primary | Great American E&S Insurance Company | \$10,000,000 | \$10,000,000 | \$350,000 | February 10, 2016 | January 31, 2017 |
| E & O Excess | Indian Harbor Insurance Company | \$5,000,000 | | | February 10, 2016 | January 31, 2017 |
| E & O Managed care | Great American E&S Insurance Company | \$1,000,000 | \$1,000,000 | \$50,000 | February 10, 2016 | January 31, 2017 |

Please see Exhibit C – Certificates of Insurance.

19. Describe in detail your service philosophy, and the number of staff members available to support your clients.

TRISTAR has nearly 1,000 employees nationwide, including TRISTAR Risk Management (property and casualty claims management), TRISTAR Managed Care (medical cost containment and care management) and TRISTAR Benefits Administrators (employee benefits and leave administration), as well as our internal "infrastructure" functions: Information Technology, Human Resources, Finance/Accounting, Client Services, Sales, Marketing, etc. The entire company is available to support our clients, within the scope of their respective positions and responsibilities. Our Information Technology Service Desk is available for clients as well as internal TRISTAR employees.

TRISTAR's claims philosophy consists of a general statement of intent to handle claims ethically and in a manner which is fair, honest and equitable to all parties involved. To fulfill this intent, TRISTAR will do the following:

- Our claims offices will be organized, staffed and operated in a manner consistent with our corporate philosophy
- We shall approach claims management from the orientation of meeting our client's needs within the framework of the law and our contractual obligations
- Claims administration will be conducted ethically, recognizing fully our responsibilities to our clients, their employees and the public
- Our claims decisions and payments shall be made promptly when due, in accordance with each applicable statute

Our philosophy and statement of Good Faith is consistent with that of Egan v. Mutual of Omaha Ins. Co., "A covenant of good faith and fair dealings requires contracting parties to refrain from doing anything to injure the right of the other to receive the benefits of the agreement." (24 Cal. 3d 809.)

In the spirit of this substantive case law, TRISTAR believes that as an administrator we have a duty to investigate claims thoroughly. We do not deny coverage based on either unduly restrictive policy interpretations or standards known to be improper, and we will not unreasonably delay or deny the processing or payment of claims.

20. List additional ways that your firm can assist with the management of workers' compensation, including preparation of claims activity reports; executive summary reports; annual financial projections for budgeting purposes analysis, etc.

TRISTAR's information system, "Client Portal," provides important tools for the management of the County's workers' compensation program. Client Portal is paperless, web-based, and offers Android and Apple compatible mobile apps for employers and claimants. Client Portal provides access to Key Performance Indicator dashboards, individual claim detail, and reports. Features include:

- **Dashboard:** Our goal is deliver relevant, actionable information in a user-friendly dashboard view. There are three tabs within the dashboard, each sharing key metrics in presentation-ready format: Claim, Financial and Loss Control. Our claim view includes a Trial Calendar with a rolling two month view of upcoming hearing and trial dates. Each dashboard screen offers one-click drilldown to view the data populating the report, option to print or export, and many of

the dashboard reports include “hot sites” where simply scrolling the mouse over the site will produce a pop-up with key detail on that data point.

- **Claim App:** Includes diary, notes, payment processing, reserves/reserve changes, litigation, medical management, policy management, correspondence, work status and restrictions, vendor tracking, correspondence and more. Users have the ability to open multiple claims simultaneously via independent tabs within the portal.
- **Report module:** Standard management reports and customized, ad hoc reports are available to run, view, print, email, or download. We offer over 80 reports such as Loss Prevention, Loss Triangles, Claim Log, 1099’s, and many others. Reports may be programmed to run automatically on a user-designated schedule. Our Client Services and Information Technology teams are available to assist the County in creation and delivery of any required custom reports.
- **Customized Alerts:** Our tools allow for customized alerts based on client specific criteria, such as reserve changes of a pre-determined amount, large payments, closing notices, new claims, etc.
- **Access** may be customized for individual users.

Please refer to **Exhibit D –Client Portal Print Screens (Dashboard, Claim App, Reports) and Mobile Application.**

21. Describe in detail your data analytics capabilities.

All data captured by TRISTAR in the claim system is available for sophisticated analytics to support the County workers’ compensation risk management program. Our customizable report templates allow users to manipulate query filters and criteria, to provide benchmark and trending data, and to generate customized stewardship reports.

We capture information such as location codes, county departments and job titles, type of injury, body part injured, time of day/day of week that incident occurred, employee demographics, days lost, days modified, detailed financial data, and much more. Reporting on this data helps to reveal loss trends and opportunities to mitigate risk. TRISTAR will also compare our outcomes to the County’s available historical data.

TRISTAR will provide an annual stewardship report to the County, to provide a basis for designing and implementing specific programs:

- To prevent injuries from occurring.
- To control and manage the costs once an injury has occurred.
- To monitor the effectiveness of services and procedures that which have been implemented.

TRISTAR has literally provided thousands of extensive loss runs, data analysis, trending and benchmarking reports, OSHA statistics, safety reports and other analytics on a monthly, quarterly, annual, and periodic basis for our customers throughout the last 29 years. We have utilized our extensive list of public entity and self-insured business to compare data and program results, and can share outcomes, and our capital intelligence of best practices to help ensure our customers gain value from our experience. In addition to monthly and quarterly reports, we will provide the County

with an annual stewardship report.

Please see **Exhibit E – Sample Stewardship Report**, and **Exhibit D –Client Portal Print Screens (Dashboard, Claim App, Reports) and Mobile Application**, and **Exhibit F – Sample Claim System Reports**.

22. Indicate how you keep clients informed of regulatory and legislative changes.

TRISTAR's quality assurance department is responsible for ensuring that our employees and clients remain current on workers' compensation statutes, rules and regulations, including legal requirements and trends in case management. We offer regular ongoing training to assure that all employees remain abreast of new trends and updates impacting national and local workers' compensation landscapes. We provide our clients with periodic updates on legislative changes, regulatory changes, pending cases and case decisions that have significant impacts upon their workers' compensation programs. These updates range from formal announcements to all TRISTAR clients concerning broad application of these changes, to informal discussions between the claims staff and risk management staff as it pertains to a specific claim.

23. Please provide samples/examples of communication materials and resources you provide both printed and electronic.

TRISTAR is able to provide the County with an array of communication materials, including claim-specific forms and communications (First Notice of Loss forms, state-specific forms and reports, status report updates, authority requests), as well as informational presentation material regarding TRISTAR's processes designed for the County's Risk Management team, or informational material regarding workers' compensation processes designed for distribution to all of the County's employees. TRISTAR's quality assurance department also manages communications regarding changes in jurisdictional requirements, case law, trends and updates impacting national and local workers' compensation landscapes.

Please see **Exhibit G – Sample Correspondence and Forms**.

24. Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.

TRISTAR believes our core capabilities will make the difference in the County's choice between a good service company and TRISTAR as a superior partner: including our personal business philosophy, our experienced staff, our goal of total loss cost reduction, our flexibility, easy-to-use systems, and our ability to provide outstanding financial outcomes while treating all injured employees with courteous, professional service.

TRISTAR's core values are Respect, Integrity, Trust and Excellence, and all at TRISTAR embody the "RITE" principles in each interaction with clients, claimants and co-workers.

- Respect: Treat everyone with consideration and courtesy
- Integrity: Adhere to a strict moral and ethical code
- Trust: Earn others' trust by acting with respect and integrity in all interactions

- **Excellence:** To deliver best-in-class service for our clients and coworkers

Please see **Exhibit H – Doing the “RITE” Thing** for examples of TRISTAR’s exemplary service to our clients and their injured employees.

We appreciate the opportunity to submit our proposal response. We are confident that, in partnership with Adams County, we can jointly develop an effective and flexible claims management program that yields optimal outcomes.

25. Describe your quality assurance process and frequency of internal operational audits.

TRISTAR has a staff of internal auditors who are extremely knowledgeable with specific rules and regulations and its requirements. Monitoring quality helps ensure a consistent work product for the State. Our SSAE 16 (SOC 1) Type II audit is available upon request with a signed confidentiality agreement, and TRISTAR will review audits performed by our internal quality assurance department upon request.

The TRISTAR quality assurance claims auditors are responsible for performing internal audits to ensure compliance with current law; TRISTAR claims administration guidelines, move files to closure, return injured workers to productive work and adhere to client service instructions. Audits include comprehensive check data points including claim file set up and correspondence, file administration, investigation, coding, reserves, indemnity benefits, medical payments, subrogation/recoveries, litigation management, excess carrier reporting, claims management, supervisor and manager involvement. Branch managers are expected to achieve 85% or above. Claims auditors select claims randomly based on pre-determined percentage of claims by claim type.

There are three formal audits conducted annually for each claims operation unit to ensure compliance to TRISTAR policies and procedures as well as client and State and Federal handling requirements. TRISTAR can conduct additional audits if requested by a manager or client. One is a claims audit performed by our quality assurance department and the second by our financial auditor who reviews payments, accounting, reserving, and other financial controls, performs the other internal audit.

The third audit is conducted by an outside firm, Deloitte and Touch for our SSAE 16 (SOC1) Type II, (formally known as SAS 70) performance audit. Each audit identifies areas of compliance and items for improvement in procedure, management, and technical aspects of claims handling and assures standardization throughout TRISTAR.

The auditors track performance by claim unit and report the information to TRISTAR’s Branch Manager, Vice President of Client Services and Claims Operations, Vice President/Regional Manager, and President. If there is a noticeable trend or consistent error with the adjuster, the manager or supervisor utilizes the information for immediate training and correction.

QUALITY CONTROL MEASUREMENTS - TRISTAR’s quality control measurements, “check and balance”, include, but are not limited to, the following. We have developed the following programs to ensure that we are consistently following those practices and procedures established to move files to closure and return injured workers to productive work:

SUPERVISORY REVIEW - TRISTAR supervisors do not carry a caseload allowing, them to concentrate on their primary function, assisting the claims adjusters in developing action plans to move files to closure. Supervisory reviews are on both a random and systematic basis.

RANDOM AUDIT - Our auditors randomly select indemnity files on a random basis for internal audit from the claims system. Additionally, the auditors randomly select indemnity and medical claims off the shelf. These audits focus on:

- Plan of action
- Appropriate determination of benefits
- Compliance with client requirements
- Compliance with State rules and regulations
- Timely delivery of benefits
- Reserves
- Focus on case resolution
- Compliance with TRISTAR policies and procedures

Results are documented and reviewed with each claims adjuster, noting areas requiring improvement, and providing direction. Areas identified for improvement are addressed through additional training or by corrective action, where necessary.

SYSTEMATIC AUDIT - The claims supervisor and branch manager, through automated systematic claims audits, monitor critical claim functions. These include:

- All denied cases
- Re-opened claims
- Reserves over claims adjuster authority level, or over \$100,000
- Settlements or payments over claims adjuster authority level
- 12-day diary from initial date of injury for TD review
- All indemnity claims closures
- Cases proceeding to trial
- Award payments
- Supervisory review of benefit changes

The TRISTAR claims administration System includes automatic diaries generated and based on specific data elements entered in to the computer claims file. Diary assignment is to a specific claims adjuster and/or supervisor / manager for review, activity, or response.

Managers and supervisors document approval and comments, and directives in the claims files. Corrective action plans and directives are determined following the same process as those for random audits.

SELF AUDIT - The claims adjusters perform self-audits on their files. Utilizing a closure checklist, this self-audit addresses items such as the processing of appropriate forms, correct calculation of benefits, resolution of permanent disability and vocational rehabilitation/supplemental job displacement, voucher issues and any unpaid or disputed medical bills or liens.

TECHNICAL AUTHORITY LEVELS - TRISTAR's has programmed the claims administration system to provide technical authority levels based on job title, experience and client requirements in the areas of reserving, claim delay or denial, benefit payment and change. Our system also includes edits that provide for supervisory and management review of files, payments, and legal documents on an ongoing basis at critical times throughout the life of a claim. Documentation of their involvement is required in the computerized claim file notes.

USE OF "COMMITTEE" SYSTEM - TRISTAR uses a "committee" style claims administration when establishing the initial plan of action and reserve analysis on catastrophic claims. The committee will consist of the adjuster, supervisor and branch manager and the client (where appropriate). TRISTAR uses committees for "roundtable" discussion and development of action plans for potential fraudulent claims and claims training exercises.

LEGAL DOCUMENT CONTROL - A supervisor reviews all legal mail. The adjuster and supervisor document all future court dates in our computer system and monitors awards assure prompt payment.

CLIENT PROCEDURAL AND SERVICE INSTRUCTION COMPLIANCE - TRISTAR completes a new client implementation form for every account, which includes client specific requirements. The TRISTAR computer system also provides for entry of these specific requirements into the "client profile" screen, which is available to all staff assigned to a specific client. This information allows the staff to provide services consistent with the client's requirements.

DOCUMENT PROCESSING - Our claims adjusters generate standard and customized correspondence documents and regulatory forms created from the claims database. This assures accuracy and uniformity in the providing information. All documents and forms are electronically stored in the claim system.

In addition to our quality assurance measures, TRISTAR conducts the following:

BLACK BOX AUDITING - It is quite possible that an auditor may be asked to audit a complex and technical process with which they have little familiarity. In these circumstances, it may be helpful for the auditor to think of the process to be audited as a "black box" where the staff carrying out the process has been trained to operate within the "box". The auditor does not have to be an expert at the detailed technical operations within the "box" but needs to check that the overall process complies with the requirements of the Data Protection Act in terms of:

- Are the inputs to the process adequately checked?
- Are the outputs from the process adequately checked?
- Is the process itself adequately documented and consistent with the expected skill levels of the staff involved?
- What happens when errors occur?
- Are the records adequate to show that workflow has been processed correctly?
- Has the staff been adequately trained to follow the process?

Our extensive auditing, policies, procedures, and commitment to SSAE 16 (SOC 1) type II compliance (formally known as SAS 70) differentiate TRISTAR in the industry, and help to ensure compliance

with statutory rules and procedures, TRISTAR claim handling practices and the CLIENT service instructions. TRISTAR will gladly discuss and develop CLIENT performance initiatives together with the CLIENT prior to contract execution.

INCENTIVE FOR QUALITY ASSURANCE EXCELLENCE - TRISTAR's President's Award for Claims Handling Excellence is awarded annually as incentive for adjusters and supervisors to achieve outstanding audit results: adjusters must score 95% or higher, and supervisors must have an individual audit score of 95% or higher, and their units must earn an overall score of 90% or higher. Team members who achieve these metrics earn a monetary prize, a plaque, and are mentioned in our internal newsletter.

26. Please provide your timeline for implementation of this Contract, if you are selected.

TRISTAR typically prefers at least 30 - 60 days from award of contract until service inception date; however we have transitioned numerous clients in two weeks or less. TRISTAR will provide the County with a detailed implementation plan upon award of the contract.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

TRISTAR Risk Management, Inc.
Company Name

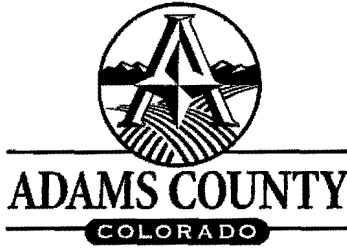
July 8, 2016
Date

Karen Lesko, CRM
Name (Print or Type)

Kaendlesko
Signature

Director, Sales and Client Solutions
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



PROPOSAL FORM
Workers' Compensation Third Party Administrator 2016.026

CONTRACTOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

Forty-three thousand, forty-six dollars. \$43,046.00
 Written Amount Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

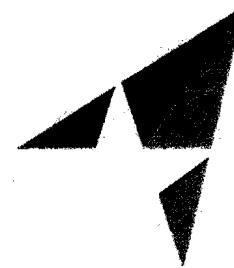
Addendum # 1 Addendum # 2
 If None, Please write NONE.

| | |
|---------------------------------------|---|
| <u>TRISTAR Risk Management, Inc.</u> | <u>July 8, 2016</u> |
| Company Name | Date |
| <u>200 Union Boulevard, Suite 580</u> | <u>Karen Lesko</u> |
| Address | Signature |
| <u>Lakewood, CO 80228</u> | <u>Karen Lesko, CRM</u> |
| City, State, Zip Code | Printed Name |
| <u>Jefferson County</u> | <u>Director, Sales & Client Solutions</u> |
| County | Title |
| <u>(888) 538-9847 Ext. 3215</u> | <u>720-962-0301</u> |
| Telephone | Fax |
| <u>karen.lesko@tristargroup.net</u> | |
| Email Address | |

Exhibit A

Sample Training Material

**3-Point Contact Training, Documentation
Training, Bad Faith Training**



TRISTARSM

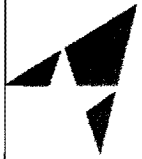
RISK MANAGEMENT

3 Point Contacts

Laura Gregory, Manager of Audit
and Compliance, Quality Assurance
TRISTAR Insurance Group

Wednesday, May 25, 2016

transforming risk into opportunity



3 Point Contacts

Timely and thorough contacts are crucial to the initial investigation of a claim for various reasons.

- Provides critical information that could alter the acceptance or denial of a claim, or future decisions an examiner may make
- Obtain most current information from treating physician
- Verifies employment with the client (fraud prevention)
- Establishes relationship with the injured worker which reduces litigation
- ✓ Remember...document document document



3 Point Contacts

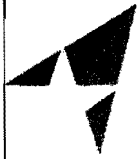
Who?

For indemnity claims a 3 point contact is required

- Employer
- Employee
- Treating Physician
- ✓ Unless otherwise specified by the client and documented in the CHI

For medical only claims at least one contact is required

- Employer, employee or treating physician
- ✓ Unless otherwise specified by the client and documented in the CHI.



3 Point Contacts

Indemnity Claims

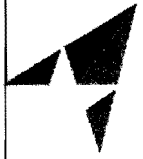
- The date of receipt is considered the date that TRISTAR had knowledge of the claim from **any source** including the injured worker, the employer, the attorney, the broker, or the medical provider.
- The date of receipt is **not** when the examiner received the claim or was assigned the claim.
- On all claims set up with an indemnity claim status an initial attempt to reach each party via phone call shall be made within one (1) business day of TRISTAR's receipt of the claim or conversion to indemnity status.



3 Point Contacts

Indemnity Claims

- If unable to contact the party, an additional attempt via phone call shall be made within two (2) business days of TRISTAR's receipt of the claim or conversion to indemnity status. Document all attempts in the claim notes.
 - Example - 2/5/15 - c/t IW today @ 9:am (123-555-1111) l/m with my contact info and claim #, that I need to take his/her statement regarding their injury at work
- If after two (2) attempts the examiner is unable to reach a party via phone, a contact me letter or email follow up shall be sent and documented in the claim notes.
 - Example - 2/6/15 - 2nd p/c attempt to contact IW @ 2:pm c/t (123-555-1111) lm to rtn my call. Sent "contact me" letter to IW



3 Point Contacts

Indemnity Claims

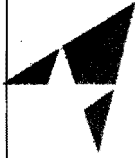
- For conversions, the clock begins on the date of **knowledge** that the file requires conversion, **not** when the claim is actually converted by the supervisor in the claims system.
- ✓ A helpful hint for success: The supervisor should input the date due for the 3 point contact in their initial instructions to the claims examiner.



3 Point Contacts

MO and Fastrack

- Completion of a one point contact is mandatory on claims set up with a fastrack or medical only claim status.
- Three point contact shall be completed, as necessary, to appropriately investigate and manage the claim (such as RTW modified duty or multiple injuries to the same body part, suspicious claim, etc.)



3 Point Contacts

Claim Conversions

- For converted claims, the claims examiner must attempt the appropriate contacts, as applicable, within one (1) business day of conversion or if unsuccessful a follow up attempt must be completed within two (2) business days of the conversion, both attempts must be via phone, unless specified by the CHI that it may be via email. CE/CA must document in each claim that the CHI does verify the contacts can be via email.



3 Point Contacts

Claim Transfers

- If the claim is transferred to a new claims examiner, it is recommended that he/she make appropriate contacts to introduce themselves and give their contact information to those parties.



3 Point Contacts

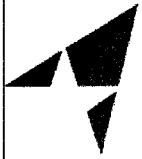
Document!

- To make sure that credit is given for timely contacts, the file must reflect the date completed in the claim notes.
 - Example: TRISTAR rec'd the claim on 9/1/14. Date of claim note is 9/3/14 note in claim reads "completed 3 pc with IW on 9/2/14" or "call to IW on 9/2 (123)456-7895 left voice mail, called again today left 2nd voice mail, sending contact letter." This **would be** in compliance.



3 Point Contacts Companion Files

- A “companion file” set up simultaneously as a “master file” needs to have the same documentation under 3 point contacts that was placed in the “master file”.
- A “companion file” received after the “master file” still requires all the same contact attempts from the date of receipt of the claim.
- Making reference only in the companion file to “see the master claim” is not in compliance.
- ✓ Each claim needs to stand alone in its documentation!



3 Point Contacts

Exceptions

- **Exceptions to the 3 point contact procedures:**
 - **Contacts excluded per the Client Servicing/Handling Instructions**
 - **Additional contacts required per the Client Servicing/Handling Instructions or State requirements**
 - **Timeframes over and above TRISTAR's Best Practices, example all contacts must be **completed** within 24 hours of receipt of the claim.**
- **These client exceptions must be clearly stated in the individual Client Servicing/Handling Instructions (CHI).**



3 Point Contacts

Exceptions

- Exceptions to the 3 point contact procedures, must be documented in the claim notes under each new claim – Please make it clear within the 3 point contact documentation.
 - Example: under medical contact “Per CHI for client name all medical contacts including the initial contact is completed by nurse case manager @ name of company”.
 - This must be on EVERY claim with that client, as part of the 3 point contact.



3 Point Contacts

Injured Worker

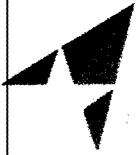
- 1st attempt shall be within 1 business day via phone and 2nd attempt shall be within 2 business days via phone of TRISTAR's receipt of the claim or conversion to Indemnity status.
- If after two (2) attempts via phone the examiner is unable to reach the IW, a contact me letter shall be sent and documented in the claim notes.
- Remember to document the claim with the IW's phone number and the date and times of the attempts to reach him/her (see above examples on slide 5).



3 Point Contacts

Injured Worker

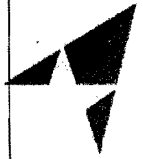
- If the phone number for the injured worker is disconnected or there is no phone number on the initial filing, then there must be **documented attempts** to get a correct number from the employer, provider, or prior claim.
 - For example a note in the system that reads "Sent email to ER request current phone number for employee or cell number as the number is incorrect or missing" or "this is the only number that the ER has for this employee, sending contact me ltr".
- If the examiner does not make an attempt to get a number for the IW and only sends a "contact me" letter this is non-compliant.



3 Point Contacts

Injured Worker

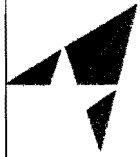
- Questions to ask the Injured Worker:
 - Full name/spell last name, known by any other names?
 - Verify Home Address:
 - Verify SS #:
 - Home Telephone #
 - Cell Phone # Work #
 - Job Title:
 - Date of Hire?
 - Salary?
 - Perm/Temp
 - Part Time Full Time?



3 Point Contacts

Injured Worker

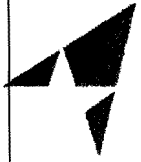
- Date of birth:
- Married? Children or Dependents?
- Age
- Do you have a court order to pay child support?
- Supervisor Name, Phone #, Email address?
- Injury Details,
- Date and Time
- Body Parts (be specific)
- **If appropriate: ask if the equipment was defective or was there any other party responsible for the injury.**
- **Police Report (if Auto Accident)**
- How are you feeling now?



3 Point Contacts

Injured Worker

- Have you ever injured this part of your body?
- Have you ever treated for this part of your body?
- Have you had any prior injuries,
- Any prior Work comp claims?
- Health Insurance?
- Name of Insurance Carrier?
- Motor Vehicle or other injury?
- Witness to injury?
- Name of Witness(es)? First, Last, Phone #, email, etc.?
- Who and When did you report this injury?
- Where were you treated? Name, address and phone?



3 Point Contacts

Injured Worker

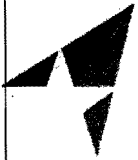
- What day did you first treat?
- Is this their choice of doctor? Employer's choice?
- DX:
- X-rays:
- Rx:
- Next Appt:
- Have you lost any time from work? Dates of lost time
- What instructions did you receive from the doctor.
- Are you on light duty?
- Family Dr. Name and Number
- Medical conditions, and RX (HBP, Diabetes, heart problems, etc.)



3 Point Contacts

Employer

- 1st attempt shall be via phone within 1 business day and 2nd attempt shall be via phone within 2 business days of TRISTAR's receipt of the claim or conversion to indemnity status.
- If after two (2) attempts via phone the examiner is unable to reach the employer, an email should be sent and documented completed in the claim notes.
- Remember to document the dates, times, and contact information, for example the name of the person at the employer, in the claim notes to get credit for all attempts.



3 Point Contacts

Employer

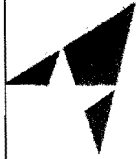
- If in the Client Handling Instructions (CHI), the employer prefers to be contacted via email vs. phone, a note needs to be placed in the claim system (on every claim for that employer).
 - Example – Per CHI, the employer, prefers all correspondence to be via email vs. phone call.
- If in the CHI, the employer does prefers to make all 3 point contacts then a note needs to be placed in the claim system (on every claim for that employer).
 - Example – Per CHI, the employer does all 3 PC and all information has been provided when the claim was set up.
- ✓ The above must be in writing from the employer and part of the Client Handling Instructions.



3 Point Contacts

Employer

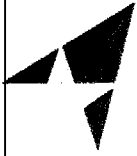
- Contact Person's Name:
- Job Title:
- Telephone #:
- Verify any missing areas on the employers report of injury form
- Perm/Temp/Part-time employee?:
- Are there any questions or concerns about the injury?
- Performance issues/Good worker?
- Were there any witnesses? **List them by name , #, email?**
- Last day worked?
- Has the employee returned to work? regular or mod duty?
- Is modified duty available?



3 Point Contacts

Employer

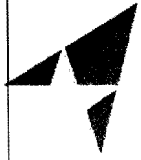
- Ask the supervisor to describe how the injury occurred or how the IW described the injury.
- What body parts did the IW say were injured?
- Medical treatment requested?
- **Defective equipment?**
- **3rd party involved? (subrogation)?**
- **Police report for auto accident? Or crime?**
- Prior WC or non-WC injuries that you are aware of?
- Outside activities that you are aware of?
- Give them your contact information, claim #, etc.



3 Point Contacts

Medical Provider

- 1st attempt shall be via phone within 1 business day and 2nd attempt shall be via phone within 2 business days of TRISTAR's receipt of the claim or conversion to Indemnity status.
- If there is no medical provider listed and the examiner is unable to confirm that the IW sought medical treatment; a note needs to be in the claim file documenting this.
- If the medical provider will not give out information for any reason including HIPAA compliance or only communicates via fax, a note needs to be in the claim file documenting this.



3 Point Contacts

Medical Provider

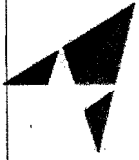
- If there are subsequent notes that the examiner spoke with the employee or employer, and the employee has begun treatment, then the examiner needs to complete the 3 point contact with that provider, once they are aware of the treatment.
- If the attempts are not completed/attempted then there will be non-compliance with regard to medical provider 3 point contact.



3 Point Contacts

Medical Provider

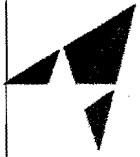
- Name of Facility:
- Phone #:
- Provider Name:
- What is the date of the first seen?
- last office visit?
- Description of Injury:
- What is the diagnosis:
- Work related (Y/N)
- Work restrictions:
- Therapy?



3 Point Contacts

Medical Provider

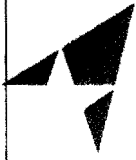
- Diagnostic tests requested?
- Prescriptions given
- Treatment recommended?
- **Verify they have the claim number and our correct mailing address for billing.**
- Be sure to direct them to the appropriate provider if ancillary services are prescribed, or as directed by the client
- Give them your contact information, claim number, etc.



3 Point Contacts

Helpful Hints

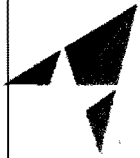
- If the examiner is unable to reach anyone via phone the first try they should do something that reminds them to make a 2nd try. i.e., set a date on their calendar; put a post-it note on their computer, desk calendar, whatever works for them.
- Days off or Out-of-office - If the examiner is going to be off work the next business day they must make sure that their back-up buddy or their supervisor is aware that the 3 point contact remains to be completed, to assure that the attempts are made the next day.
- Documenting that an examiner was out of the office, for any reason, **will not** exempt the claim file from timely contact and will be considered non-compliant.



3 Point Contacts

Helpful Hints

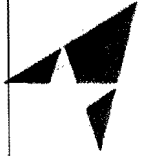
- If on a lost time claim the employee returns to full duty prior to the examiner completing the 3 point contact with that employee, the examiner must still complete the 3 point contact via phone or make attempts to do so with that employee.
 - An IW returning to full duty prior to the claim being reported does not excuse completing the 3 point contact.
- If a contact is not warranted, i.e. no medical treatment, documentation should be entered in the claim notes.
 - Example “EE did not seek medical treatment, therefore no 3 point contact with provider cannot be completed”
 - **IMPORTANT** - if the examiner finds out later that the employee is now treating, a 3 point contact with the medical provider is now required.



3 Point Contacts

More Helpful Hints

- Assume the person reading the file is from outside of the company or an auditor from another State and may not be familiar with the lingo from that State or with workers' compensation.
- Some jurisdictions may have certain report or State filings (i.e. Employer First Report of Injury or Doctors Report) that are known in that State by an acronym or number. Unfortunately not everyone is familiar with all States acronyms or numbered reports so please give a summery of the report.
 - Example: Rec'd 43-A (Drs 1st Rpt of Inj); f/s 9/1 diag:strain/sprain low back; rx'd Tylenol; recommend PT 3x2; ice pack; n/a 9/5



3 Point Contacts

Thoroughness

- The notes should have as much detail as possible:
 - a one liner note that reads “called employer”, “called clinic”, “employer does not dispute the injury”, “called IW, no answer” does **not** meet the 3 point contact compliance.
- Please provide details about the injury;
 - How, what, when, where the injury occurred from both the employee and the employer’s sides, sometimes the facts differ, sometimes the body part differ. This will help your investigation.
- ✓ This is the claims examiner’s opportunity to complete a thorough investigation of the facts, take advantage of it!!

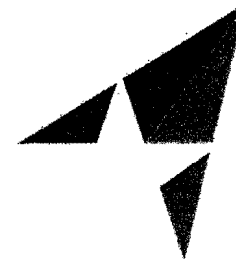
Thank You!

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RISK MANAGEMENT



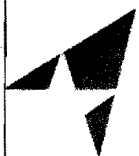
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Documentation ©

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Documentation

Think about these situations in terms of your everyday practice when working in or reviewing a file:

Did it happen?

Can you find the information to answer a question?

Can you answer an inquiry on another adjuster's file?

Can you understand the generalities of the claim, injury and the actions being taken on the file by reviewing the claim notes?



Documentation

Long standing claim documentation mantra:

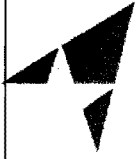
If it is not documented, it never happened.

or

Not documented, not done.

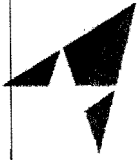
Successful claim documentation covers the following:

Who, What, Where, When, Why, and How?



Documentation

- Each and every time you review a claim, receive or obtain information on a claim
- When the activity occurs, but no later than the end of the business day in which the activity occurred. If you need to document something later than the business day the activity occurred, be sure to state the date the activity occurred in your documentation
- The file shall stand alone and provide an accurate record of all activity to date

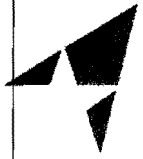


Documentation

Who should document....

- Claims Assistant
- Claims Examiner
- Claims Supervisor
- Claims Manager

It is *critical* that everyone who comes in contact with the claim thoroughly document any action taken on that claim



Documentation

- Each claim file shall stand alone, including companion files
- Each claim file should read like a book
 - The beginning is your investigation and initial work-up
 - The chapters in the middle tell the story of the actions, events and our plans on the claim
 - The ending is the conclusion - settlement, closure, etc.
- Frequent documentation preserves data (your memory fades with time, documentation does not)
- It is a tool in managing your claim
- If an emergency occurs, anyone can read the file and know the status of the claim
- Accuracy is important, include ALL information available



Documentation

- All documentation should be in the claim system
- Be sure to use the appropriate notepad “type”, specific to what is being documented
- (cSTAR) – document what the notepad type is about in the Overview section, not in the beginning of the claim note - Examples are:

AOE/COE Compensability Determination

Claim Review/POA

Denial Authorization

Supervisor Review

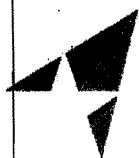
MMI Report - Dr. Smith 4/1/14

Hearing Notice



Documentation

- All phone calls / communications with the EE, ER, attorney, doctor's offices, vendors, etc.
- All concerns or "red flags" that may be in issue or arise within the course of the claim
- Claim reviews / plan of actions (POA)
- Reserve rationale / changes made to the reserves / authority requested and received on reserve changes
- Medical statuses / medical reports received
- Record requests / review of records when received



Documentation

- ISO / Claim Index Bureau summaries when received / requested
- Requests for clerical instructions
- Legal correspondence received
- Requests for authorization and the authority extended (UR / Medical treatment requests / authorization requests for investigation or attorney representation
- Assignments to legal, NCM and investigation – both SIU and claim investigation / sub-rosa



Documentation

- Assume the person reading the file note is from outside of the company and may not be familiar with the industry
- Use proper capitalization, punctuation and grammar – proof read before saving your notes. Utilize spell check.
- Use common abbreviations, not those known only to you
 - Refer to the policy and procedure manual for a list of approved abbreviations
- Be succinct



Documentation

- Cut and paste only the pertinent portions of the correspondence and medical reports – be sure to review and edit – taking out what is not pertinent prior to saving your notes.
 - Be sure what is copied to the notepad pertains to your current review of the claim. Stick to the facts.
- Avoid documenting personal opinions from any source. Do not editorialize.
- Avoid regurgitating or copying verbatim any review, status, correspondence, or medical report that has been previously documented into the notepad
- Forms and letters, created in cSTAR correspondence, or in Clarifi's mail merge, shall not be copied and pasted in the claim notepad. It is already saved in the correspondence section of the claim



Documentation

- Business and professional etiquette shall be observed when documenting the file
- Maintain professionalism in all file notes
- All entries shall be in upper and lower case with correct and proper use of grammar
 - Don't use all caps, or all lowercase
 - Don't use run on sentences
 - When discussing TRISTAR, please use the correct spelling and ALL CAPS for TRISTAR
- Document the facts
- Review all file notes prior to saving them for proper grammar and spelling



Documentation

- Remember some clients have access to the file notes, therefore the notes should *a/ways* reflect positively on TRISTAR Risk Management, and on your claims handling ability

In closing –

This is your work product and a representation of the work you do at TRISTAR so do it well. Also keep in mind that proper timely and accurate file note documentation is your best defense against adverse litigation, bad faith and unfair claims practices allegations.



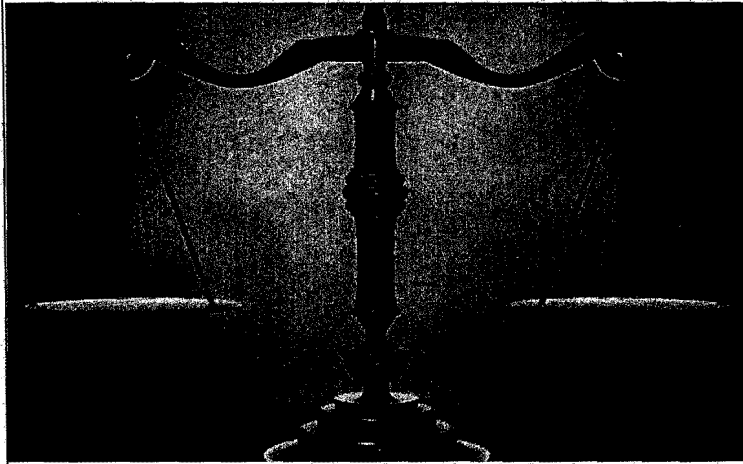
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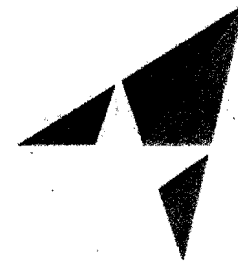
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Bad Faith/Unfair Claims
Practices/Documentation ©

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RISK MANAGEMENT

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Bad Faith

- The workers' compensation system started out with an exclusive remedy provision that would not allow the injured employee to collect workers' comp benefits and then sue the employer under a tort theory for damages in excess of the workers' compensation benefits. If the employee elected to pursue workers' comp, then workers' comp would be the exclusive remedy allowed to him or her.
- National Association of Insurance Commissioners (NAIC) has promulgated a model Unfair Claims Settlement Practices Act (referred to as "UCSPA") that has been adopted in nearly every state subject to individual state variation.
- As a result Bad Faith is a fluid concept and is defined primarily by court decisions in case law. Examples include undue delay in handling claims, inadequate investigation, refusal to defend a lawsuit, threats against an insured, refusing to make a reasonable settlement offer, or making unreasonable interpretations of an insurance policy.

- When benefits are not properly (and promptly) rendered, many states provide for penalties and fines while still retaining the exclusive remedy provision.
- In many states, either the common law tort or an equivalent statute authorizes punitive damages for bad faith to further incentivize insurers to act in good faith towards their insureds
- I have included the “50 State Survey of Bad Faith Laws and Remedies”. This survey covers a summary of the statutes, regulations and judicial opinions in each setting and the standards for insurers’ claim practices – the “rules of the road” and the legal remedies available to insureds when insurers fail to meet those standards.



Bad Faith

- An insurer that is found to have acted in bad faith can be liable for damages in excess of the policy limits, including liability for judgments in excess of the policy's limits, statutory penalties, interest, emotional distress, consequential economic losses, attorneys' fees, and punitive damages. In bad faith cases, punitive damages are usually determined not solely with regard to what the insured's actual losses were, but also with regard to the insurer's wealth.
- Bad faith claims generally require that the acts of the employer/carrier rise above the level of mere negligence. Acts require a level of both negligence and knowing unreasonableness, such as willful, wanton, conscious, or reckless disregard of the consequences of the action.



Bad Faith

- Whether your state follows the exclusive remedy rule or allows bad faith lawsuits, the workers' compensation claim should be handled in such a manner as to preclude any allegations of improper conduct.
- When the claim is reported or made known to the employer and/or carrier, the investigation to determine compensability should be prompt, objective, and reasonable. If the injured worker's version of the accident and injury indicates a compensable claim, and there is no reasonable basis or red flag to indicate otherwise, then the adjuster should proceed with accepting the claim and providing benefits as promptly as possible.



Bad Faith – possible pitfalls

The improper delay or denial of benefits may result from:

- an understaffed claims office
- an overworked adjuster
- a poorly trained adjuster
- a vindictive employer
- an improper incentive program
- any of a number of other unacceptable reasons



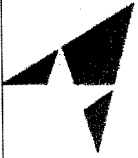
Bad Faith - Duty to Investigate

- If there is a reasonable basis to believe that the claim does not arise out the employment and/or did not occur in the course of employment, then the defendants have a duty to investigate and deny if appropriate.
- Delaying or denying benefits is appropriate if and only if the defendants promptly, properly and objectively investigate and evaluate the claim and document the basis for delay or denial.



Bad Faith - Duty to Investigate

- If there is a reasonable basis or red flag indicating possible non-compensability, then an investigation should be promptly initiated and completed. You should give at least equal consideration to the injured worker and try as hard or harder to prove compensability as he/she does to prove non-compensability.
- You should not focus solely on finding an excuse or basis for denial or delay. It would be bad faith to ignore facts supporting compensability while trying to find facts to support a denial.



Bad Faith - Duty to Investigate

- A denial or delay in providing benefits should not be based on speculation, rumor or ambiguous information. An investigation and coverage decision cannot rely on a gut-feeling, or a doubt by the employer or the adjuster.
- Any denial or delay should be based on documented and proven facts and explained as such in the file. If the adjuster cannot clearly list the facts and proof being relied on to deny or delay the claim, then strong consideration should be given to accepting and paying the claim without delay.
- To do otherwise is to invite what has become a common result—fines, penalties, audits or a lawsuit for bad faith. If your state has not allowed bad faith lawsuits in workers' comp cases, an egregious enough case might be a tipping point.



Bad Faith – Unfair Claim Practices

The following are commonly utilized measures that apply to all lines of business and can lead to Bad Faith allegations and in many states are known as “deadly sins”:

- Misrepresenting to claimants any pertinent facts or insurance policy provisions.
- Failing to acknowledge or act reasonably promptly upon communications with respect to claims.
- Failing to affirm or deny coverage of claims in writing within a reasonable time after “Proof of Loss” requirements are completed.
- Failing to act in good faith to effectuate prompt, fair, equitable settlements.
- Forcing insureds to instigate litigation to recover amounts due by offering less than the amounts ultimately recovered.



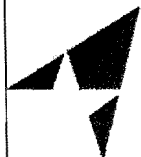
Bad Faith – Unfair Claim Practices

- Attempting to settle a claim by an insured for less than the amount to which he/she is reasonably entitled by referencing advertising material accompanying an application.
- Attempting to settle a claim on the basis of an application which was altered without notice to the insured.
- Failing, after payment of a claim, to inform insureds, upon request by them, of the coverage under which payment was made.
- Telling insureds or claimants that the insurer typically appeals arbitration awards in favor of insureds or claimants for the purpose of compelling them to accept a smaller settlement award or compromise.



Bad Faith – Unfair Claim Practices

- Delaying the investigation or payment of claims by requiring a preliminary claim report and then requiring subsequent submission of formal Proof of Loss forms, both of which contain substantially the same information.
- Failing to settle claims promptly under one portion of the insurance policy coverage in order to influence settlements under other portions of the policy coverage.
- Failing to provide a reasonable explanation based on the facts or applicable law of a denial or offer of a compromise settlement.
- Directly advising a claimant not to obtain the services of an attorney.
- Misleading a claimant as to the applicable statute of limitations.



Bad Faith – Unfair Claim Practices

How to avoid?

- Respond timely to phone calls and letters from all parties
- Process incoming mail in a timely manner
- Document all activities and decisions made on the claim file. Don't procrastinate or delay your decisions.
- Be consistent in your claims handling across all files in your caseload
- Follow established TRISTAR procedures
- Notify Front Line Supervisor , Branch Manager and the Quality Assurance Department upon receipt of any informal, formal, telephonic or written allegation/exposure immediately (keep in mind Carrier reporting duties that may be triggered as well)
- When in doubt or if you are unsure about what to do or whom to report to ask for assistance – Don't ignore the issue/question/uncertainty

Exhibit B

Sample Client Communication

ABC ORGANIZATION

Claims Administration

TRISTAR Risk Management

P.O Box 2805

Clinton, IA 52733-2805

To Report a Claim: 800-318-XXXX Ext. 1

Fax 920-962-XXXX

Email: ClientName@TRISTARgroup.net

What is Workers' Compensation?

If you are injured on the job or have an illness that you believe was caused by the work environment, you may be entitled to workers' compensation benefits.

If compensable, workers' compensation benefits automatically cover your authorized medical bills and a portion of your lost wages for work-related injuries or illnesses.

Who provides workers' compensation benefits for ABC Organization?

TRISTAR Risk Management (TRISTAR) is ABC's claims administrator for your workers' compensation claims and is dedicated to prompt, efficient handling of ABC claims.

What do I do if I am injured on the job?

Follow your department's guidelines. You may also report the injury yourself by calling the toll-free number listed above. You should always advise your supervisor as soon as possible. If you need to see a doctor your employer has posted a list of the Preferred Medical Providers for ABC.

Are there specific doctors I should use if I need medical attention?

Yes. ABC has developed a list of highly quality medical providers who have been specifically selected to provide injured employees with the best medical care possible.

When can I return to work?

Many employers provide work tasks tailored to the physical restrictions of employees who are injured on the job so that almost all employees can continue to work immediately following an injury. Employees are asked to do only tasks they can safely perform during recovery.

If I am injured and can't work, am I paid?

If an authorized doctor determines that you are completely unable to work, workers' compensation benefits will be provided in accordance with the State Workers' Compensation act.

How do I pay for prescriptions from authorized doctors?

TRISTAR provides a "first fill" program whereby the employee does not incur any out of pocket prescription costs. If you purchased the initial prescription, the receipt should be forwarded to TRISTAR for reimbursement. Your adjuster will inform you of the prescription program if further medication is needed.

What happens if I am unable to return to my former job?

You employer will make every effort to reasonably accommodate continued employment. In the event that you become permanently disabled, the authorized doctor will evaluate you to determine what permanent restrictions apply. This evaluation will assist in ABC's evaluation of job placement.

If further assistance is needed on your workers' compensation claim, please contact your TRISTAR adjuster via the toll free number listed above.

Exhibit C

Certificates of Insurance

TRISTAR Insurance Group
Insurance Program In Effect as of March 1, 2016

WLR C48593343 (AOS)

| Coverage | Broker | Carrier | Policy Number | Limit | | | Policy Period | |
|--------------------------------|--------------|---|---|--------------|--------------|------------|-------------------|-------------------|
| | | | | Occurrence | Aggregate | Deductible | From | To |
| Workers Comp. | Keystone | ACE American Insurance Company | WLR C48593343 (AOS), WLR C48593367 (TN), SCF C48593355 (WI) | Statutory | Statutory | \$350,000 | December 31, 2015 | December 31, 2016 |
| Employer's Liab. | | | | \$1,000,000 | \$1,000,000 | \$350,000 | December 31, 2015 | December 31, 2016 |
| Auto | AJ Gallagher | American Zurich Insurance Company | CPO 5543602-03 | \$1,000,000 | | \$500 | January 1, 2016 | January 1, 2017 |
| General Liability | AJ Gallagher | American Zurich Insurance Company | CPO 5543602-03 | \$1,000,000 | \$2,000,000 | | January 1, 2016 | January 1, 2017 |
| Umbrella | AJ Gallagher | American Guarantee and Liability Insurance Company | AUC 5543479-03 | \$7,000,000 | | | January 1, 2016 | January 1, 2017 |
| Property | AJ Gallagher | American Zurich Insurance Company | CPO 5543602-03 | \$27,648,361 | | \$5,000 | January 1, 2016 | January 1, 2017 |
| Cyber Liability | AJ Gallagher | National Union Fire Insurance Company of Pittsburgh | 09-766-69-27 | \$5,000,000 | | \$100,000 | January 31, 2016 | January 31, 2017 |
| Fidelity Blanket Bond | AJ Gallagher | Westchester Fire Insurance Co. (ACE) | DON G23670410 004 | \$5,000,000 | \$10,000,000 | \$200,000 | January 31, 2016 | January 31, 2017 |
| D&O | AJ Gallagher | AIG | 09-766-69-23 | \$5,000,000 | | \$100,000 | January 31, 2016 | January 31, 2017 |
| Employment Practices Liability | AJ Gallagher | AIG | 09-766-69-23 | \$5,000,000 | | \$175,000 | January 31, 2016 | January 31, 2017 |
| Fiduciary Liability | AJ Gallagher | AIG | 09-766-69-23 | \$5,000,000 | \$5,000,000 | \$5,000 | January 31, 2016 | January 31, 2017 |
| Employed Lawyers | AJ Gallagher | AIG | 09-766-69-23 | \$1,000,000 | | \$50,000 | January 31, 2016 | January 31, 2017 |
| E & O Primary | AJ Gallagher | Great American E&S Insurance Company | TER 317-74-31 | \$10,000,000 | \$10,000,000 | \$350,000 | February 10, 2016 | January 31, 2017 |
| E & O Excess | AJ Gallagher | Indian Harbor Insurance Company | MPE 9033201 | \$5,000,000 | | | February 10, 2016 | January 31, 2017 |
| E & O Managed care | AJ Gallagher | Great American E&S Insurance Company | TER 317-74-32 | \$1,000,000 | \$1,000,000 | \$50,000 | February 10, 2016 | January 31, 2017 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER LIC #63238 Keystone Risk Partners, LLC 604 E. Baltimore Pike Media, PA 19063 1-610-941-7751 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC # |
| INSURED Tristar Insurance Group 100 Oceangate Suite 700 Long Beach, CA 90802 | INSURER A: Ace American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |


COVERAGES CERTIFICATE NUMBER: 45658359 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|--------------------------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A | | WLR C48593343 (AOS) | 12/31/15 | 12/31/16 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | WC-Agri General Insurance WC-ACE Fire Underwriters | | WLR C48593367 SCF C48593355 | 12/31/15 12/31/15 | 12/31/16 12/31/16 | Tennessee Wisconsin |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF INSURANCE

| | |
|---|---|
| CERTIFICATE HOLDER Tristar Insurance Group 100 Oceangate #700 Long Beach, CA 90802 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
1/6/2016

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

| | | | | | |
|--|---|-----------------------------------|--|-------------------------------|--|
| ISSUER NAME, CONTACT PERSON AND ADDRESS Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203 | | PHONE (A/C.No. Ext): 818-539-1225 | COMPANY NAME AND ADDRESS Zurich American Insurance Company 1400 American Lane Schaumburg IL | | NAIC NO: 16535 |
| FAX (A/C.No.): 818-539-1586 | E-MAIL ADDRESS: corbee_simoneau@aig.com | | IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH | | |
| CODE: | SUB CODE: | | POLICY TYPE | | |
| AGENCY CUSTOMER ID #: | | | LOAN NUMBER | | POLICY NUMBER CPO5543602-03 |
| NAMED INSURED AND ADDRESS TRISTAR Insurance Group, Inc. 100 Oceangate Avenue, Suite 700 Long Beach, CA 90802 | | | EFFECTIVE DATE 01/01/2016 | EXPIRATION DATE 01/01/2017 | <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED |
| ADDITIONAL NAMED INSURED(S) | | | THIS REPLACES PRIOR EVIDENCE DATED: | | |

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
Blanket Limit Listed Below Includes: Building, Contents, Computers & Printers

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| | | | | | | |
|--|----------------|-------|-------|-------------------------------------|---|-------------------------------------|
| COVERAGE INFORMATION | PERILS INSURED | BASIC | BROAD | <input checked="" type="checkbox"/> | SPECIAL | |
| COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 9,834,000 | | | | | | DED: \$ 5,000 |
| | YES | NO | N/A | | | |
| <input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE | X | | | | If YES, LIMIT: 2,730,593 | Actual Loss Sustained; # of months: |
| <input type="checkbox"/> MARKET COVERAGE | X | | | | If YES, indicate value(s) reported on property identified above: \$ | |
| <input type="checkbox"/> TERRORISM COVERAGE | | X | | | Attach Disclosure Notice / DEC | |
| IS THERE A TERRORISM-SPECIFIC EXCLUSION? | | X | | | | |
| IS DOMESTIC TERRORISM EXCLUDED? | | X | | | | |
| LIMITED FUNGUS COVERAGE | | X | | | If YES, LIMIT: | DED: |
| FUNGUS EXCLUSION (if "YES", specify organization's form used) | X | | | | | |
| REPLACEMENT COST | X | | | | | |
| AGREED VALUE | X | | | | | |
| COINSURANCE | | X | | | If YES, % | |
| EQUIPMENT BREAKDOWN (if Applicable) | X | | | | If YES, LIMIT: | DED: |
| ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg | X | | | | If YES, LIMIT: | DED: |
| - Demolition Costs | X | | | | If YES, LIMIT: | DED: |
| - Incr. Cost of Construction | X | | | | If YES, LIMIT: | DED: |
| EARTH MOVEMENT (if Applicable) | | X | | | If YES, LIMIT: | DED: |
| FLOOD (if Applicable) | | X | | | If YES, LIMIT: | DED: |
| WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions: | | | X | | If YES, LIMIT: | DED: |
| NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions: | | | X | | If YES, LIMIT: | DED: |
| PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS | X | | | | | |

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

| | | | |
|-----------------------------|------------------|---|--|
| ADDITIONAL INTEREST | | LENDER SERVICING AGENT NAME AND ADDRESS | |
| MORTGAGEE | CONTRACT OF SALE | | |
| LENDERS LOSS PAYABLE | | | |
| NAME AND ADDRESS Tristar | | AUTHORIZED REPRESENTATIVE | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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| | | |
|--|---|------------------------------------|
| PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203 | CONTACT NAME: Corbee Simoneau PHONE (A/C, No, Ext): 818-539-1225 E-MAIL ADDRESS: corbee_simoneau@ajg.com | FAX (A/C, No): 818-539-1525 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED TRISINS-03 TRISTAR Insurance Group, Inc. 100 Oceangate Avenue, Suite 700 Long Beach, CA 90802 | INSURER A : American Guarantee and Liability In | NAIC # 26247 |
| | INSURER B : Zurich American Insurance Company | NAIC # 16535 |
| | INSURER C : Great American E&S Insurance Compan | NAIC # 37532 |
| | INSURER D : | |
| | INSURER E : | |
| INSURER F : | | |

COVERAGES **CERTIFICATE NUMBER: 741438208** **REVISION NUMBER:**

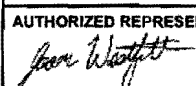
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|---------------|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | CPO5543602-03 | 1/1/2016 | 1/1/2017 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | CPO5543602-03 | 1/1/2016 | 1/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. & Coll Ded. \$500 |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | AUC5543479-03 | 1/1/2016 | 1/1/2017 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| C | Errors & Omissions | | TER 317-74-31 | 2/10/2016 | 1/31/2017 | Aggregate Limit of Liability \$10,000,000 \$10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance only

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|---|
| Tristar Insurance Group 100 Oceangate Avenue, #700 Long Beach CA 90802 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|--|--|--|-------------------------------|--|
| PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N. Brand Boulevard, Suite 600 Glendale, CA 91203 | CONTACT NAME: PHONE (A/C, No, Ext): (818) 539-2300 | | FAX (A/C, No): (818) 539-2301 | |
| | E-MAIL ADDRESS: | | | |
| INSURED TRISTAR Insurance Group, Inc. Joel Ross 100 Oceangate Avenue #700 Long Beach, CA 90802 | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| | INSURER A: National Union Fire Insurance Company of Pittsburgh PA | | 19445 | |
| | INSURER B: | | | |
| | INSURER C: | | | |
| | INSURER D: | | | |
| | INSURER E: | | | |
| INSURER F: | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|-----------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE AGGREGATE | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT | \$ |
| A | Cyber Liability | | | 09-766-69-27 | 01/31/2016 | 01/31/2017 | Limit | 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance Only

CERTIFICATE HOLDER

CANCELLATION

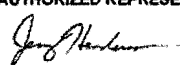
| | |
|-----------------------------------|--|
| Evidence of Insurance Only | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

Exhibit D

Client Portal (Dashboard, Claim App, Reports) and Mobile Application



Dashboard

- Interactive Graphs
- At-a-Glance Critical Data
- Easy Data Drill Down
- Industry Benchmarks
- Calendar Tools

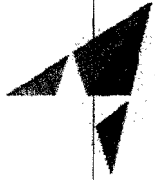
Claim App

- Easy Access Inquiry – to Individual Claims
- Claim File Details and Notes
- Financials
- Images

Reports

- Fixed Reports – Easy to Run Templates
- Dynamic Reports – create Ad-hoc Reports From Scratch
- Full Data Downloads in Excel, PDF, CSV

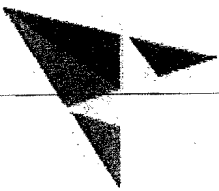
Powerful analytics, when and where you need it



What is Client Portal?

The Client Portal is TRISTAR's client Risk Management Information System ("RMIS") that provides our clients with access to information about the claims that we manage for you. It has three main features:

- The **Dashboard** contains interactive graphs to allow clients to quickly analyze their data
- Use our **Claim App** to view individual claims. This inquiry feature contains detail information about the claim including financials, claims notes and imaged file documents.
- The reports icon contains easy to run template with our **Fixed Reports** and the ability create ad-hoc reports from scratch using the **Dynamic Reports** feature



Claims Screen Dashboard

Tristar Dashboard

File Edit View Favorites Tools Help

Suggested Sites Web Slice Gallery

Convert Page Safety Tools

Support Contact Us

TRISTAR
CLIENT PORTAL

Client: DEMO INSURER WC

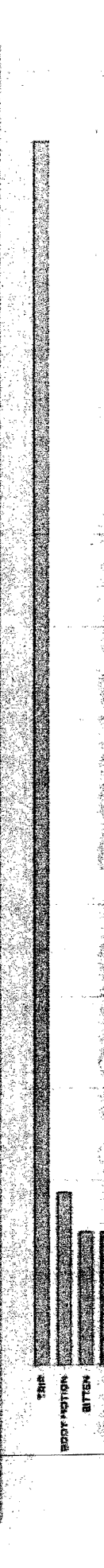
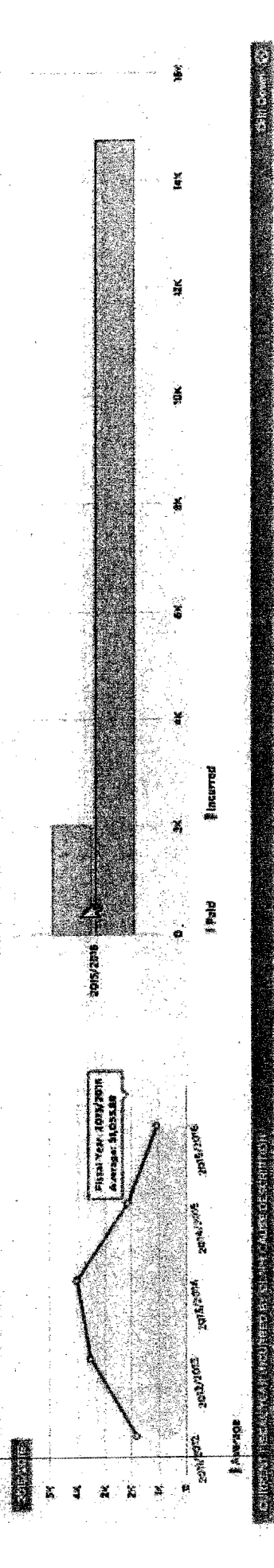
FINANCIAL CLAIMS LOSS CONTROL

DASHBOARD Worker's Compensation

Service Type

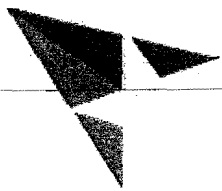
AVERAGE INCURRED BY FISCAL YEAR

FISCAL YEAR SUMMARY



Ability to drill down and open individual claims

TRISTAR
INSURANCE GROUP



Claims Screen Dashboard

Tristar Dashboard

File Edit View Favorites Tools Help

Suggested Sites Web Slice Gallery

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Comment Tools

Page Safety Tools

TRISTAR CLIENT PORTAL

Client: DEMO INSURER NC

PROFESSIONAL CLAIM LOSS CONTROL

Service Type: Worker's Compensation

Dashboard

COMPANY: WASHINGTON STATE

SEARCH

100.0% Q1 14 cases

| Examiners | Open Claims | Amount |
|-----------------|-------------|--------------|
| Dyer, Jo, Jimmy | 27 | \$53,834.53 |
| Total | 27 | \$108,554.03 |

Disposed

Non-Disposed

0 5 10 15

0 Case 1 Case

SEARCH CALENDAR

4 OCT - NOV

SUN MON TUE WED THU FRI SAT

100.0% Q1 14 cases

Average Report Date - Employer to TRISTAR

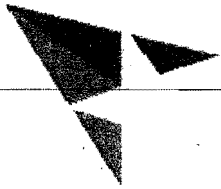
Average Report Date - Employee to Employer

100.0% BENCHMARK

Set Goals To Benchmark

TRISTARSM

INSURANCE GROUP



Bill Review - Average Turnaround - Savings

TRISTAR
CLIENT PORTAL

Client DEMO INSURED WC

MY CHARTS - SAVINGS

MY CHARTS - BILLS

Service Type Bill Review

DASHBOARD

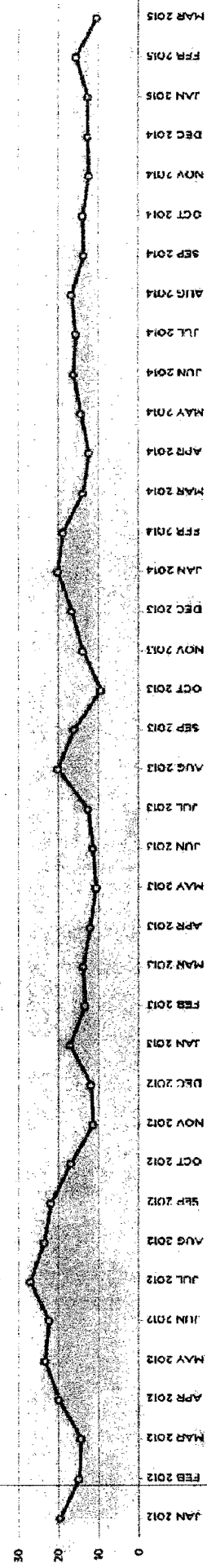


Sign out
Contact Us

Print

Drill Down

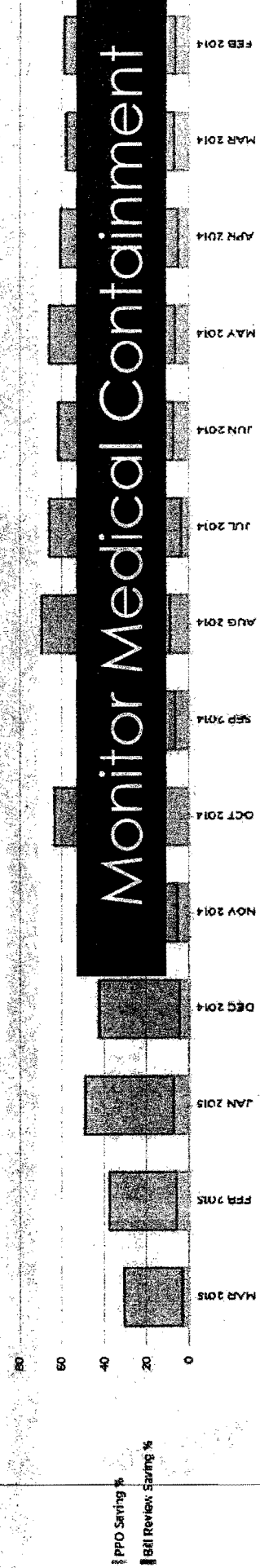
AVERAGE TURNAROUND TIME CHART



Average Turnaround Time

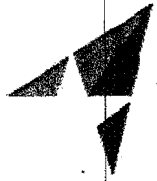
Print

AVERAGE BILL SAVINGS CHART



PPO Saving %
Bill Review Saving %

Monitor Medical Containment



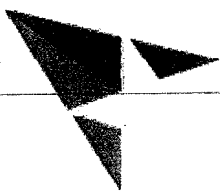
Claim App



CLAIM APP

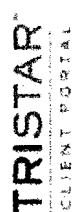
The Claim App icon provides up the minute detail on individual claims.

- Search for claims by a number of different or combined data elements.
- Search for individual claims or groups of claims by adding additional search criteria, or search for a claim by claim number.
- See claimant financials, reserves, payments, notepads, correspondence, work status, litigation and legal information, documents and reports
- Down load data into excel



Claim System

[Home](#) | [My Dashboard](#) | [Claims](#) | [Tristar Dashboard](#) | [Logout](#) | [Contact Us](#)
[File](#) | [Edit](#) | [View](#) | [Favorites](#) | [Tools](#) | [Help](#)
[Suggested Sites](#) | [Web Slice Gallery](#) | [CLAIM APP](#)

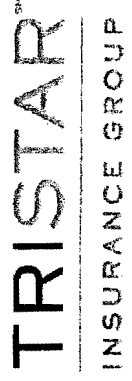


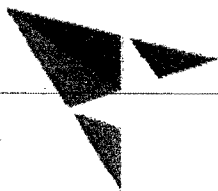
Claimant Name: Smith, Pat
 Claim ID: 0540 INCL-03194
 Booked Date: 01/14/2011 08:57 AM
 Claimant Type: TD
 Status: Open

| Project Activity | Total Incurred | Payments | Outstanding | Reserve | Net Incurred |
|------------------|-----------------|-----------------|-----------------|-------------|-----------------|
| Reserve | 23817.00 | 11205.00 | 11612.00 | 0.00 | 23817.00 |
| Health | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Medical | 37760.00 | 34934.00 | 2776.15 | 0.00 | 37760.00 |
| Legal | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 1510.00 | 4.00 | 0.00 | 20.00 |
| Totals | 61577.00 | 47553.00 | 14792.15 | 0.00 | 61557.00 |

Financial Summary by Reserve Category

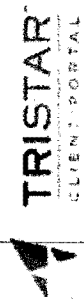
Copyright © 2011 Tristar





Claim System

[←](#) [http://clientportal.tristargroup.com/claims](#) [x](#) [Tristar Dashboard](#) [x](#)
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[Home](#) [My Claims](#) [My Documents](#) [My Transactions](#) [My Alerts](#) [My Profile](#) [My Settings](#) [My History](#) [My Reports](#) [My Tools](#) [My Help](#)

[Client Portal Dashboard](#) [My Claims](#) [My Documents](#) [My Transactions](#) [My Alerts](#) [My Profile](#) [My Settings](#) [My History](#) [My Reports](#) [My Tools](#) [My Help](#)

Client Name: [REDACTED] **Client ID:** [REDACTED] **Client Type:** [REDACTED] **Client Status:** [REDACTED]

Incident Open (1) **Incident Type (1)** **Claim Type (1)** **Claim Status (1)**

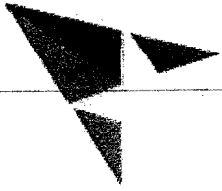
Incident ID: [REDACTED] **Incident Date:** [REDACTED] **Incident Type:** [REDACTED] **Claim Type:** [REDACTED] **Claim Status:** [REDACTED]

Reserve Information

| Reserve ID | Program Date | Reserve Type | Amount | Acc User | Est Date | Est User | System |
|------------|--------------|--------------|----------|-----------|------------|-----------|--------------------|
| 888983 | 01/14/2013 | Medical | 700.00 | MEQAUTRES | 01/14/2013 | MEQAUTRES | Auto-CC Reserve W/ |
| 889928 | 01/25/2013 | Indemnity | 10000.00 | MEQAUTRES | 01/25/2013 | MEQAUTRES | TRIS of 1-01/14/13 |
| 899919 | 01/25/2013 | Medical | 20000.00 | MEQAUTRES | 01/25/2013 | MEQAUTRES | 15,000.00 Tris- / |
| 899438 | 02/13/2013 | Other | 20.00 | MEQAUTRES | 02/13/2013 | MEQAUTRES | ISO RES |
| 899218 | 02/25/2013 | Indemnity | 13752.00 | MEQAUTRES | 02/25/2013 | MEQAUTRES | RESERVE TRIS- / |
| 899945 | 04/03/2013 | Medical | 5000.00 | MEQAUTRES | 04/03/2013 | MEQAUTRES | RESERVE TRIS- / |
| 1013647 | 04/03/2013 | Medical | 4000.00 | MEQAUTRES | 04/03/2013 | MEQAUTRES | RESERVE TRIS- / |

Page 1 of 1

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Claim System

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[Suggested Sites](#) [Web Slice Gallery](#)

TRISTAR
CLIENT PORTAL

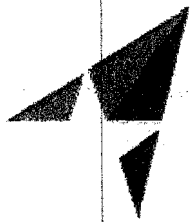
[Home](#) [Convert](#) [Page](#) [Safety](#) [Tools](#)

[Sign Out](#) [Contact Us](#)

| Payment ID | Payment Date | Work Type | From | Through | Method | Payment Amount | Check Date | Check | Received | Check Status | Check Date | Check | Received | Check Status | Check Date | Check | Received | Check Status |
|------------|--------------|-----------|------------|------------|--------|----------------|------------|--------|----------|--------------|------------|--------|----------|--------------|------------|--------|----------|--------------|
| 2146121 | 01/23/2013 | W/Work | 01/15/2013 | 01/22/2013 | Check | 245.00 | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK |
| 2146122 | 01/23/2013 | W/Work | 01/15/2013 | 01/22/2013 | Check | 245.00 | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK |
| 2146123 | 01/23/2013 | W/Work | 01/15/2013 | 01/22/2013 | Check | 245.00 | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK |
| 2146124 | 01/23/2013 | W/Work | 01/15/2013 | 01/22/2013 | Check | 245.00 | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK |
| 2146125 | 01/23/2013 | W/Work | 01/15/2013 | 01/22/2013 | Check | 245.00 | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK |
| 2146126 | 01/23/2013 | W/Work | 01/15/2013 | 01/22/2013 | Check | 245.00 | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK |
| 2146127 | 01/23/2013 | W/Work | 01/15/2013 | 01/22/2013 | Check | 245.00 | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK | 01/22/2013 | 245.00 | 100% | OK |

Payment Details

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INSURANCE GROUP



Claim System

Browser address bar: <http://clientportal.tristargroup.net/#/main/claims> Tristar Dashboard

File Edit View Favorites Tools Help

Convert Select

Suggested Sites Web Slice Gallery

Page Safety Tools

TRISTAR CLIENT PORTAL

Signout Contact Us

CLAIM APP

Client: **DEPT ENCLAVED INC** Incident Date: **01/14/2012 10:57 AM** Claimant Type: **ID** Status: **Open**

FORM C-22
TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
 Division of Workers' Compensation
 220 French Landing Dr.
 Nashville, Tennessee 37243-1002

NOTICE OF FIRST PAYMENT OF COMPENSATION

It is a crime to knowingly provide false, incomplete or misleading information to any party in a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.

State File # _____

Claimant _____ Social Security # _____

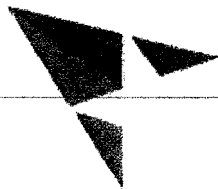
Employer _____ FEIN # _____

Employer Address _____

Date First Payment (netted & vested) _____ Amount of Payment _____

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Retrieve Documents & Correspondence



Manage Special Alerts

[←](#) [→](#) [Home](#) [Back](#) [Forward](#) [Stop](#) [Refresh](#) [Print](#) [Convert](#) [Tools](#) [Select](#)

[View](#) [Favorites](#) [Tools](#) [Help](#)

[Suggested Sites](#) [Web Slice Gallery](#)

[http://clients.ports.tristargroup.net/#/manage/alerts](#) [Tristar Dashboard](#)



TRISTAR
CLIENT PORTAL



CHANGE ALERT

to add your alerts

Insurance

ped

New claims this month

Less time claim-claim

Type

Select Different Alert Notifications

TRISTAR
INSURANCE GROUP



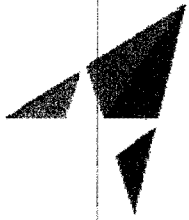
Reports



REPORTS

The Reports icon provides the ability to run, schedule and create reports.

- **My Reports** tab – This is your **Reports** home page/queue of past and current reports.
- **Scheduled Reports** tab – Displays all reports you have scheduled to run.
- **Fixed Reports** tab – a selection of standard reports which can be run at any time
- **Dynamic Reports** tab – create your own custom reports.



Custom Risk Management Report

Browser: <https://clientportal.tristargroup.net/#main/reports> | Tristar Dashboard

File Edit View Favorites Tools Help | Convert Select

Suggested Sites Web Slice Gallery | Page Safety Tools

TRISTAR CLIENT PORTAL

Service Type: **Worker's Compensation** | Client

MY REPORTS | STANDARD REPORTS | DYNAMIC REPORTS

SELECT REPORT TYPE

EXTRACTS

FINANCIALS

Period Financial Activity and Outstanding Reserves

PROBABILITY / EXPOSURE

REPORT PARAMETER

Report Name: **Period Financial Activity and Outstanding Reserves**

Description: [] | Compress: | Page Break: | Details:

Date Range: [] to [] | Start Date Field: [] | End Date Field: []

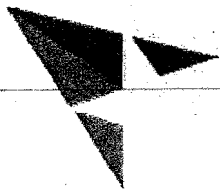
Select Report File Format: []

| Group By | | Order By | |
|-------------------|----------|-------------------|----------|
| Available | Selected | Available | Selected |
| Claim Status | ↑ | Claim Status | ↑ |
| Fiscal Year Desc | → | Fiscal Year Desc | → |
| Incurred | → | Organization Desc | → |
| Insured Group | → | | |
| Organization Desc | ↓ | | |

Filter Criteria

Fields: []

Access Standard Report Templates



Custom Risk Management Report

[Home](#) | [Convert](#) | [Safety](#) | [Page](#) | [Tools](#) | [Select](#)
[File](#) | [Edit](#) | [View](#) | [Favorites](#) | [Tools](#) | [Help](#)
[Suggested Sites](#) | [Web Slice Gallery](#)

[TRISTAR](#)
 CLIENT PORTAL

System Type: [Workers Compensation](#) | [Client](#)

DYNAMIC REPORTS
 REPORT PARAMETER

REPORT NAME: [Field]
DESCRIPTION: [Field]

DATE RANGE: [Start Date Field] to [End Date Field]
 All Unit Month

SELECT FIELDS: [List of fields with arrows]
AVAILABLE: [List of fields with arrows]

ORDER BY: [Field]

Comments

Filter Criteria: [Field] [Operator] [Value]

[Content Home](#)

Custom Build Dynamic Report



TRISTARSM
CLIENT PORTAL

Sign-in

AT&T LTE

3:30 PM

39%



TRISTARSM
INSURANCE GROUP

david.brown@bellisd.edu

•••••

Save this username online



Login

[Create New Account](#)

[Forgot Password?](#)

[Help/Options](#)

Secure Area [Privacy and Security](#)

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All rights reserved

TRISTAR Mobile Advantage

- Access analytic charts and data
- Quick access to claim status
- Receive alerts through push technology

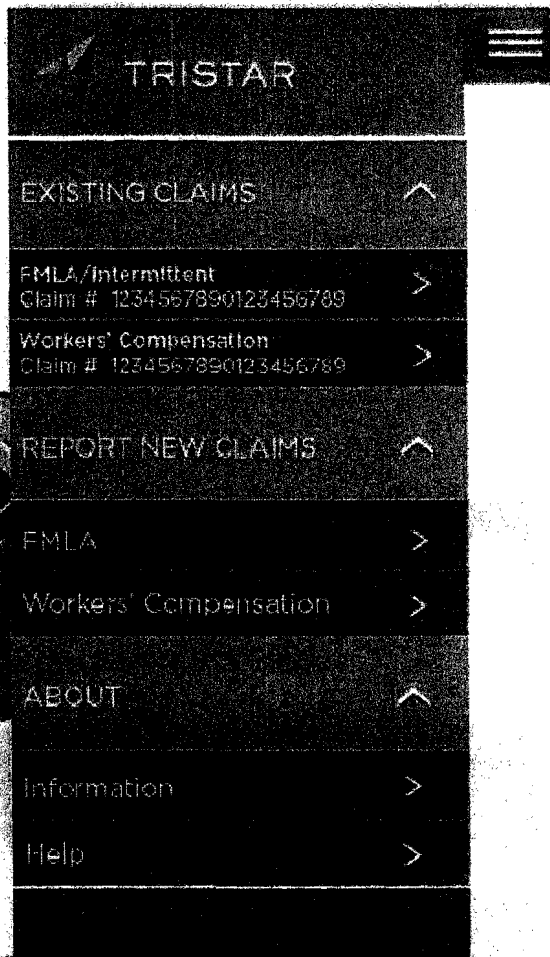
All the tools you need on-the-go

TRISTARSM
INSURANCE GROUP



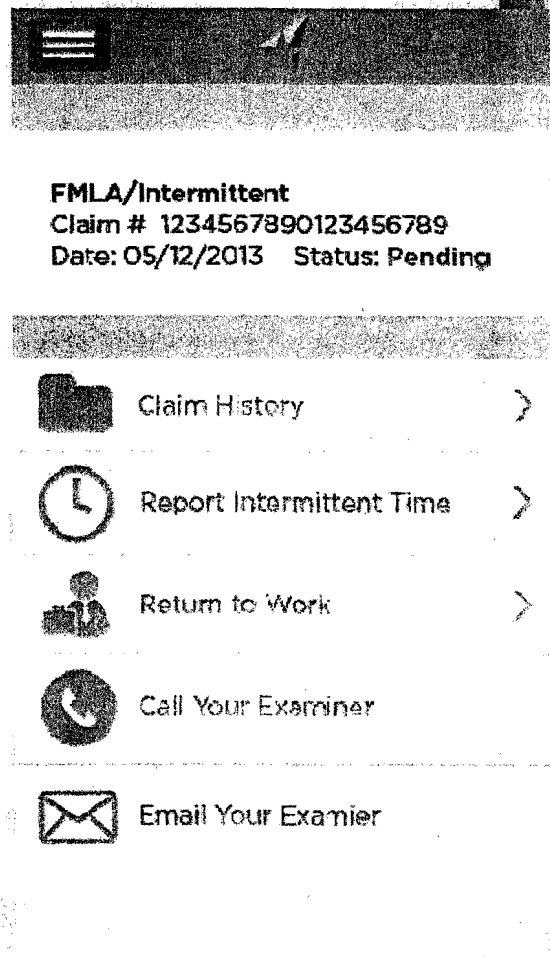
TRISTARSM
CLIENT PORTAL

TRISTAR Home/Menu



TRISTAR

- EXISTING CLAIMS ^
- FMLA/Intermittent
Claim # 1234567890123456789 >
- Workers' Compensation
Claim # 1234567890123456789 >
- REPORT NEW CLAIMS ^
- FMLA >
- Workers' Compensation >
- ABOUT ^
- Information >
- Help >



FMLA/Intermittent
Claim # 1234567890123456789
Date: 05/12/2013 Status: Pending

- Claim History >
- Report Intermittent Time >
- Return to Work >
- Call Your Examiner
- Email Your Examiner

All the tools you need on-the-go

TRISTARSM
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TRISTARSM
CLIENT PORTAL





Check on Existing Claim



[Back](#) [Payment History](#)

Worker's Compensation
Claim # 1234567890123456789
Date: 05/12/2013 Status: Open

Worker's Compensation
Claim # 1234567890123456789
Date: 05/12/2013 Status: Open

-  Claim History >
-  Payment History >
-  Call Your Examiner
-  Email Your Examiner

| | |
|------------------------|-------------|
| Payment: | Scheduled |
| Benefit Amount: | \$900.00 |
| From Date: | 06/27/2013 |
| To Date: | 07/12/2013 |
| Check# | n/a |
| Check Date: | n/a |
| <hr/> | |
| Payment: | Processed |
| Benefit Amount: | \$900.00 |
| From Date: | 06/15/2013 |
| To Date: | 06/28/2013 |
| Check# | 12345679890 |
| Check Date: | 08/15/2013 |
| <hr/> | |
| Payment: | Processed |
| Benefit Amount: | \$900.00 |
| From Date: | 06/01/2013 |
| To Date: | 06/14/2013 |
| Check# | 0123456789 |
| Check Date: | 09/01/2013 |



All the tools you need on-the-go

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INSURANCE GROUP

Thank You!

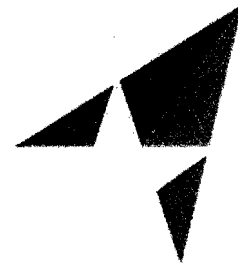
www.tristargroup.net

transforming risk into opportunity

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Exhibit E

Sample Stewardship Report



TRISTARSM

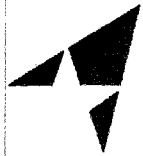
RISK MANAGEMENT

ABC Company

Workers' Compensation Program

JULY 2014

transforming risk into opportunity



ABC Company
Workers' Compensation Program

TRISTAR is pleased to serve as the ABC Company's Third Party Administrator and we offer the following analysis of your workers' compensation program. We hope you find it to be an effective tool in analyzing and managing your program in partnership with TRISTAR.

The enclosed reports and exhibits represent the claims experience of the ABC Company From July 1, 2013 to June 30, 2014. The purpose of the analysis is to evaluate and compare the frequency, costs, and trends that exist within the Company's program year to year.

This information is intended to provide a basis for designing and implementing specific programs:

- To prevent injuries from occurring.
- To control and manage the costs once an injury has occurred.
- To monitor the effectiveness of services and procedures that have been implemented.

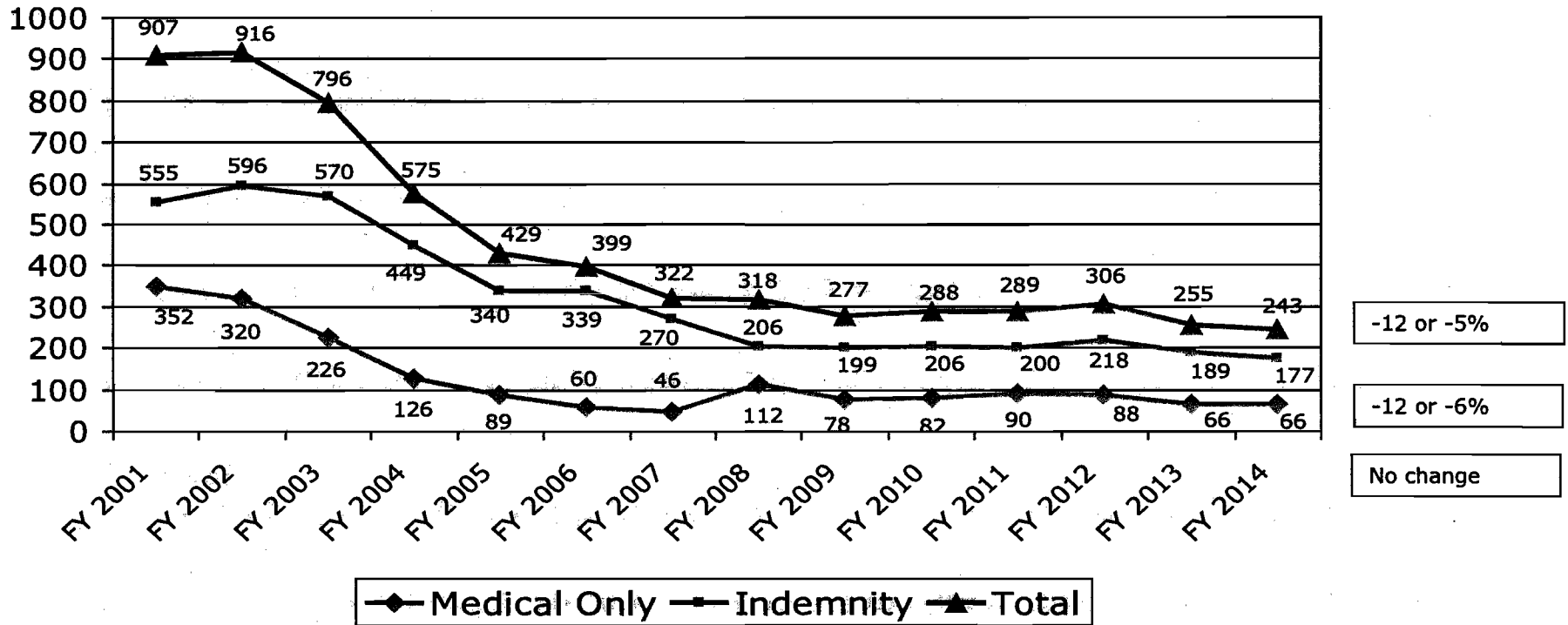


Executive Summary

- ▼ **New Claims reported have decreased by 12 claims (-5%).**
- ▼ **Average Paid for FY 2014 claims at 12 months decreased by 6%.**
- ▼ **Average Incurred for FY 2014 claims at 12 months decreased by 23%.**
- ▼ **Open Indemnity Claim Inventory decreased by 10 or 2% in FY 2014.**
- ▼ **Paid in FY 2014 dropped by \$851,705 or 21.8%.**
- ▼ **Lost Days paid in FY 2014 dropped by 4,090 days or 37%.**
- ▼ **Outstanding Liabilities for the entire program dropped \$728,830 or 4% in FY 2014.**

Losses by Fiscal Year

Based on Dates of Loss
As of 6/30/2014



-12 or -5%

-12 or -6%

No change

| Net Change in Total Claims Reported | | | | | | | | | | | | | |
|-------------------------------------|-----|------|------|------|-----|------|-----|------|-----|-------|-----|------|-----|
| 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 | 12 | 13 | 14 |
| +211 | +9 | -120 | -221 | -146 | -30 | -77 | -4 | -41 | +11 | +1 | +17 | -51 | -12 |
| +30% | +1% | -13% | -28% | -25% | -7% | -19% | -1% | -13% | +4% | -.03% | +6% | -17% | -5% |



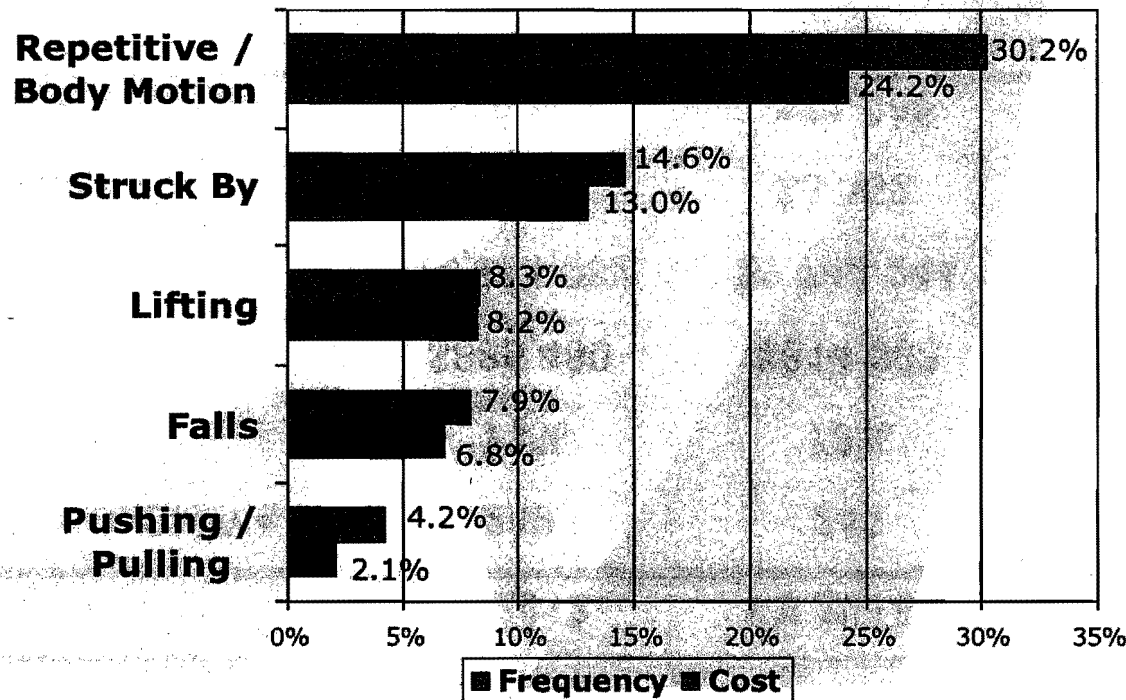
FY 2013 to FY 2014 comparison
Each Year valued at 12 months

| | FY 2013 | FY 2014 | Variance | Variance % |
|-------------------------|----------------|----------------|-----------------|-------------------|
| Number of Claims | 249 | 243 | -6 | -2% |
| Indemnity % | 71% | 73% | 2% | 3% |
| Total Paid | \$885,460 | \$814,608 | -\$70,852 | -8% |
| Total Incurred | \$3,651,282 | \$2,742,244 | -\$909,038 | -25% |
| Average Paid | \$3,556 | \$3,352 | -\$204 | -6% |
| Average Incurred | \$14,664 | \$11,285 | -\$3,379 | -23% |

Initial indicators point to a slight drop in claim frequency and a marked drop in claim severity for Fiscal Year 2014.

Claims by Cause

Fiscal Years 2012 to 2014

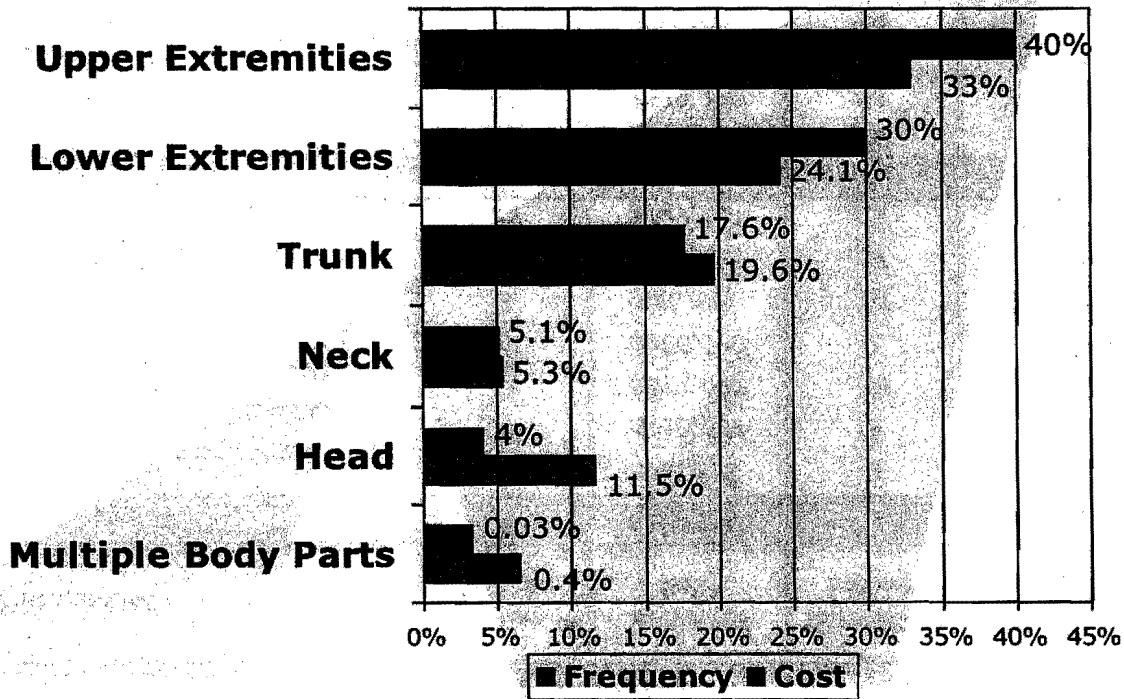


| Count | Incurred |
|-------|-------------|
| 195 | \$3,376,966 |
| 105 | \$1,633,918 |
| 66 | \$926,137 |
| 55 | \$883,406 |
| 17 | \$466,414 |

The average "struck by" injury costs the VTA \$34,191.

Claims by Part of Body

Fiscal Years 2012 to 2014



| Count | Incurred |
|-------|-------------|
| 266 | \$4,468,393 |
| 194 | \$3,345,843 |
| 158 | \$1,965,422 |
| 43 | \$572,255 |
| 93 | \$450,500 |
| 52 | \$365,329 |

Comparison of Losses by Department

Valued at June 30th of each Fiscal Year

| Department | FY 2013 | | FY 2014 | | Variances | |
|---------------------|------------------|--------------------|------------------|--------------------|------------------|-------------------|
| | Number of Losses | Incurred Cost | Number of Losses | Incurred Cost | Number of Losses | Incurred Cost |
| Administration | 7 | \$85,399 | 3 | \$22,528 | -4 | -\$63,371 |
| Department | 3 | \$40,495 | 2 | \$6,141 | -1 | -\$34,354 |
| Department | 14 | \$110,584 | 8 | \$109,245 | -6 | -\$1,339 |
| Department | 15 | \$812,083 | 20 | \$280,902 | 5 | -\$531,181 |
| Department | 12 | \$406,539 | 7 | \$174,523 | -5 | -\$232,016 |
| Department | 5 | \$10,631 | 10 | \$149,431 | 5 | \$138,800 |
| Department | 11 | \$166,082 | 17 | \$279,082 | 6 | \$113,000 |
| Department | 15 | \$129,138 | 11 | \$23,369 | -4 | -\$105,769 |
| Operations | 75 | \$1,675,552 | 75 | \$1,022,693 | 0 | -\$652,859 |
| Department | 42 | \$867,287 | 36 | \$419,900 | -6 | -\$447,387 |
| Department | 65 | \$529,220 | 68 | \$591,897 | 3 | \$62,677 |
| Department | 44 | \$377,260 | 36 | \$268,604 | -8 | -\$108,656 |
| Department | 7 | \$31,791 | 15 | \$186,431 | 8 | \$154,640 |
| Department | 2 | \$4,398 | 1 | \$126,437 | -1 | \$122,039 |
| Support | 160 | \$1,809,956 | 156 | \$1,593,269 | -4 | -\$216,687 |
| Department | 0 | \$0 | 1 | \$1,635 | 1 | \$1,635 |
| Grand Totals | 242 | \$3,571,407 | 235 | \$2,640,125 | -7 | -\$931,282 |

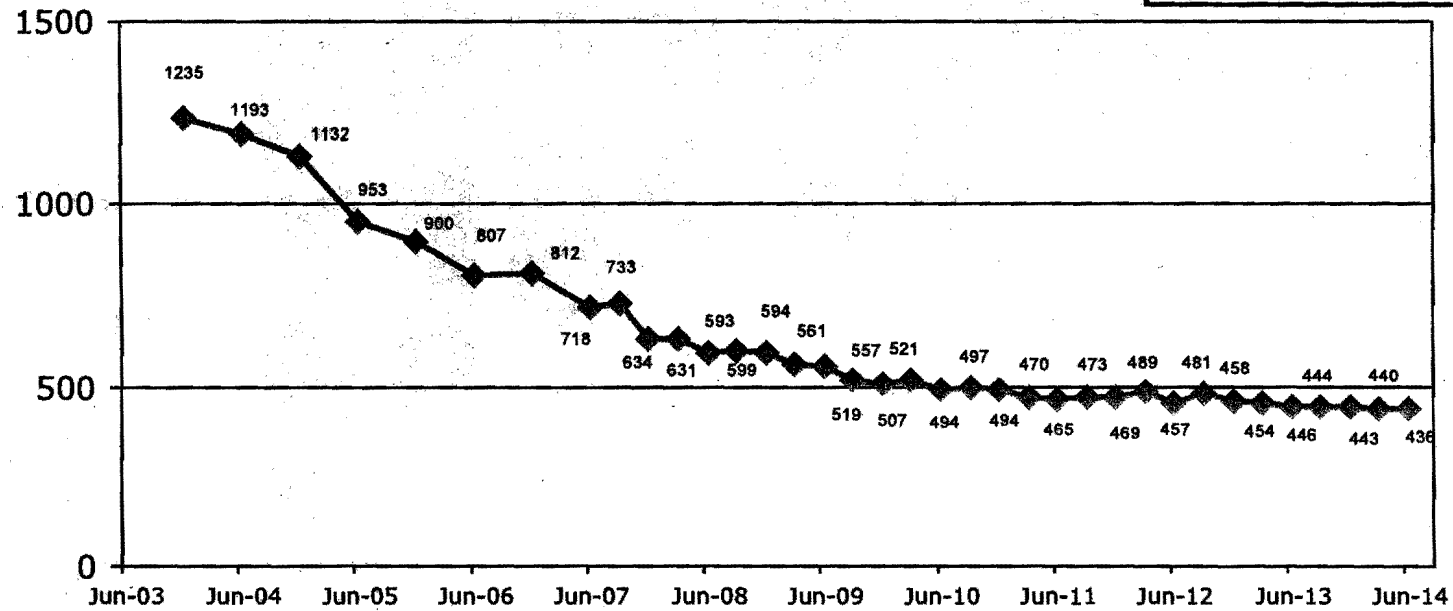
TRISTAR™

RISK MANAGEMENT



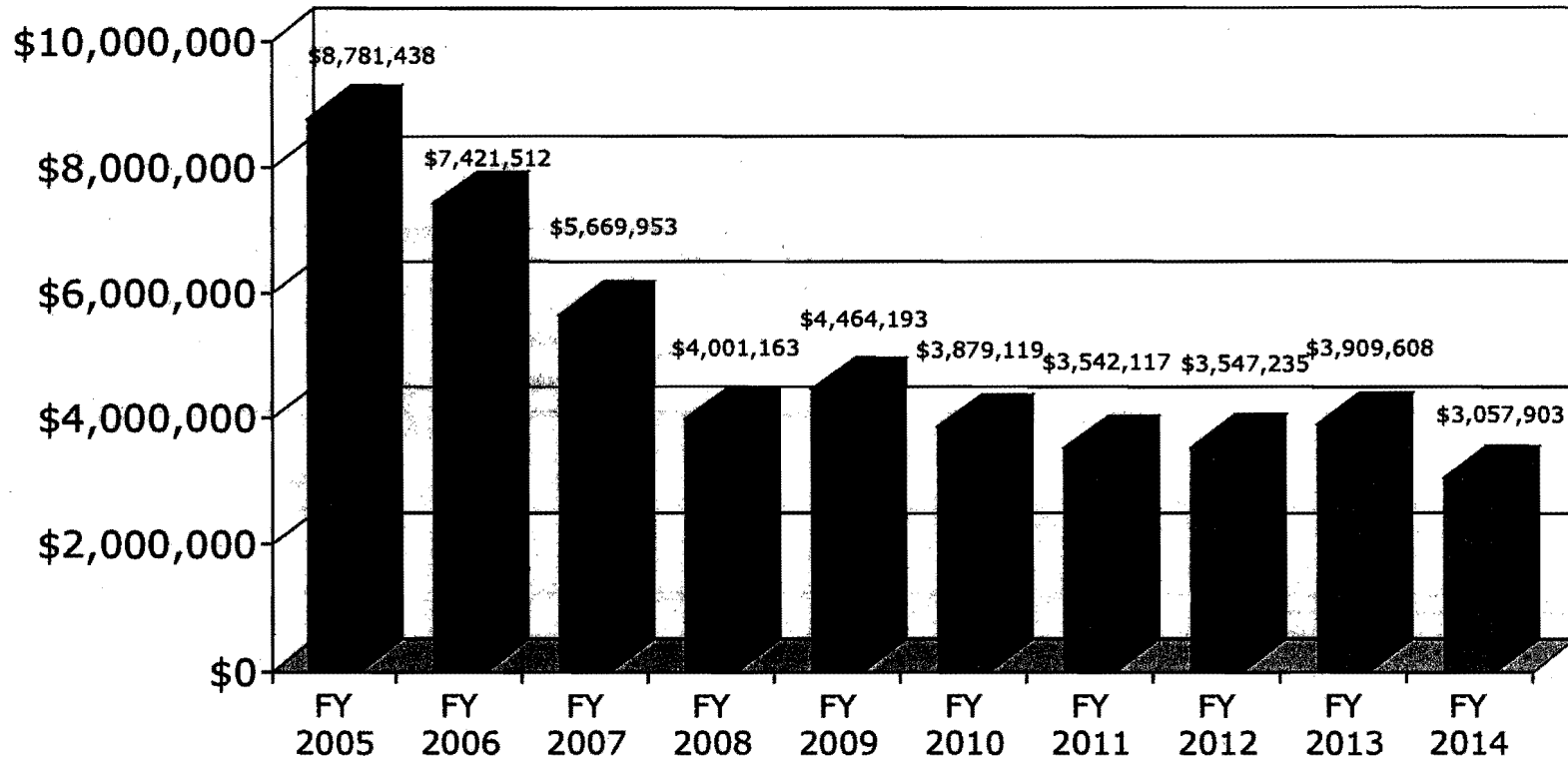
Open Indemnity Claim Inventory by Quarter

The indemnity inventory dropped by 10 claims or 2.2%.





Net Payments by Fiscal Year

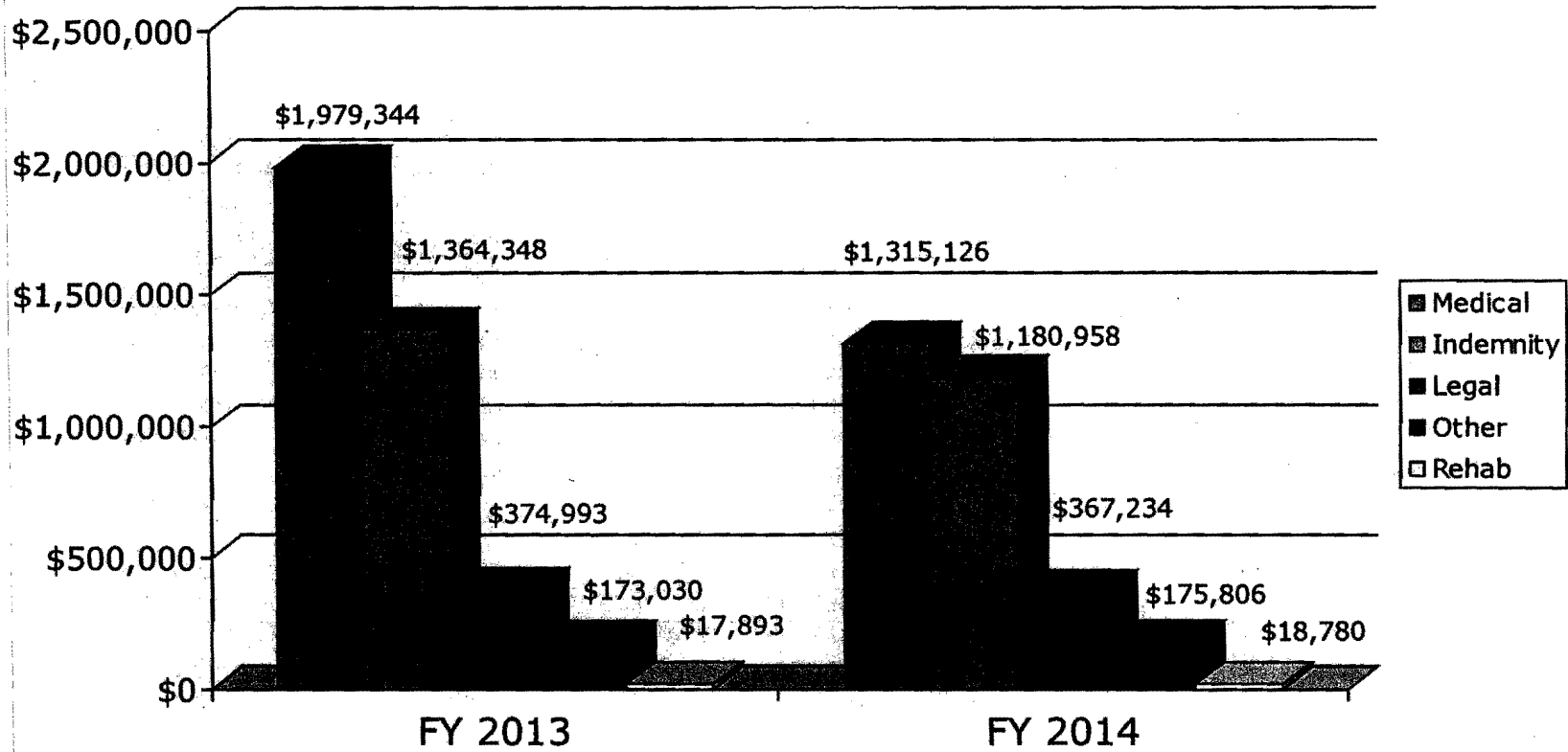


The net paid in FY 2014 is \$851,705 (21.8%) less than the total paid in FY 2013.



Net Payments by Category

Claims from All Years



| Year | Total Paid | Recoveries | Net Paid |
|-------------------|--------------------|-------------------|-----------------------------|
| FY 2013 | \$3,933,153 | -\$23,545 | \$3,909,608 |
| FY 2014 | \$3,183,403 | -\$125,500 | \$3,057,903 |
| Variiances | -\$749,750 | -\$101,955 | -\$851,705 or -21.8% |

Detailed Payment Variances

| Payment Type | Paid in FY 2013 | Paid in FY 2014 | Variance \$ | Variance % |
|------------------------|--------------------|--------------------|-------------------|---------------|
| TTD | \$885,106 | \$874,789 | -\$10,317 | -1% |
| PPD | \$316,065 | \$248,187 | -\$67,878 | -21% |
| PTD | \$160 | \$0 | -\$160 | -100% |
| C&R | \$32,250 | \$24,250 | -\$8,000 | -25% |
| Ind Recovery | -\$3,311 | -\$50,950 | -\$47,639 | 1439% |
| App Atty Fees | \$60,465 | \$42,860 | -\$17,605 | -29% |
| All Other Ind | \$73,613 | \$41,822 | -\$31,791 | -43% |
| Indemnity Total | \$1,364,348 | \$1,180,958 | -\$183,390 | -13% |
| Attending Phys. | \$398,782 | \$391,466 | -\$7,316 | -2% |
| Chiro | \$42,697 | \$33,062 | -\$9,635 | -23% |
| Diagnostic | \$66,495 | \$50,555 | -\$15,940 | -24% |
| PT | \$112,970 | \$105,589 | -\$7,381 | -7% |
| Hospital | \$641,723 | \$278,322 | -\$363,401 | -57% |
| Prescriptions | \$186,742 | \$127,366 | -\$59,376 | -32% |
| Med Legal | \$173,868 | \$146,807 | -\$27,061 | -16% |
| Managed Care | \$91,268 | \$67,941 | -\$23,327 | -26% |
| Med Recovery | -\$20,028 | -\$73,155 | -\$53,127 | 265% |
| All Other Med | \$284,790 | \$187,136 | -\$97,654 | -34% |
| Medical Total | \$1,979,344 | \$1,315,126 | -\$664,218 | -34% |
| Defense Atty | \$336,092 | \$323,820 | -\$12,272 | -4% |
| All Other Legal | \$38,901 | \$43,414 | \$4,513 | 12% |
| Legal Total | \$374,993 | \$367,234 | -\$7,759 | -2% |
| Investigation | \$29,646 | \$35,541 | \$5,895 | 20% |
| Surveillance | \$41,281 | \$35,097 | -\$6,184 | -15% |
| Bill Review | \$59,550 | \$56,756 | -\$2,794 | -5% |
| Photocopy | \$38,000 | \$34,422 | -\$3,578 | -9% |
| All Other Other | \$4,553 | \$13,990 | \$9,437 | 207% |
| Other Total | \$173,030 | \$175,806 | \$2,776 | 2% |
| Rehab Total | \$17,893 | \$18,780 | \$887 | 5% |
| Grand Total | \$3,909,608 | \$3,057,904 | -\$851,704 | -21.8% |

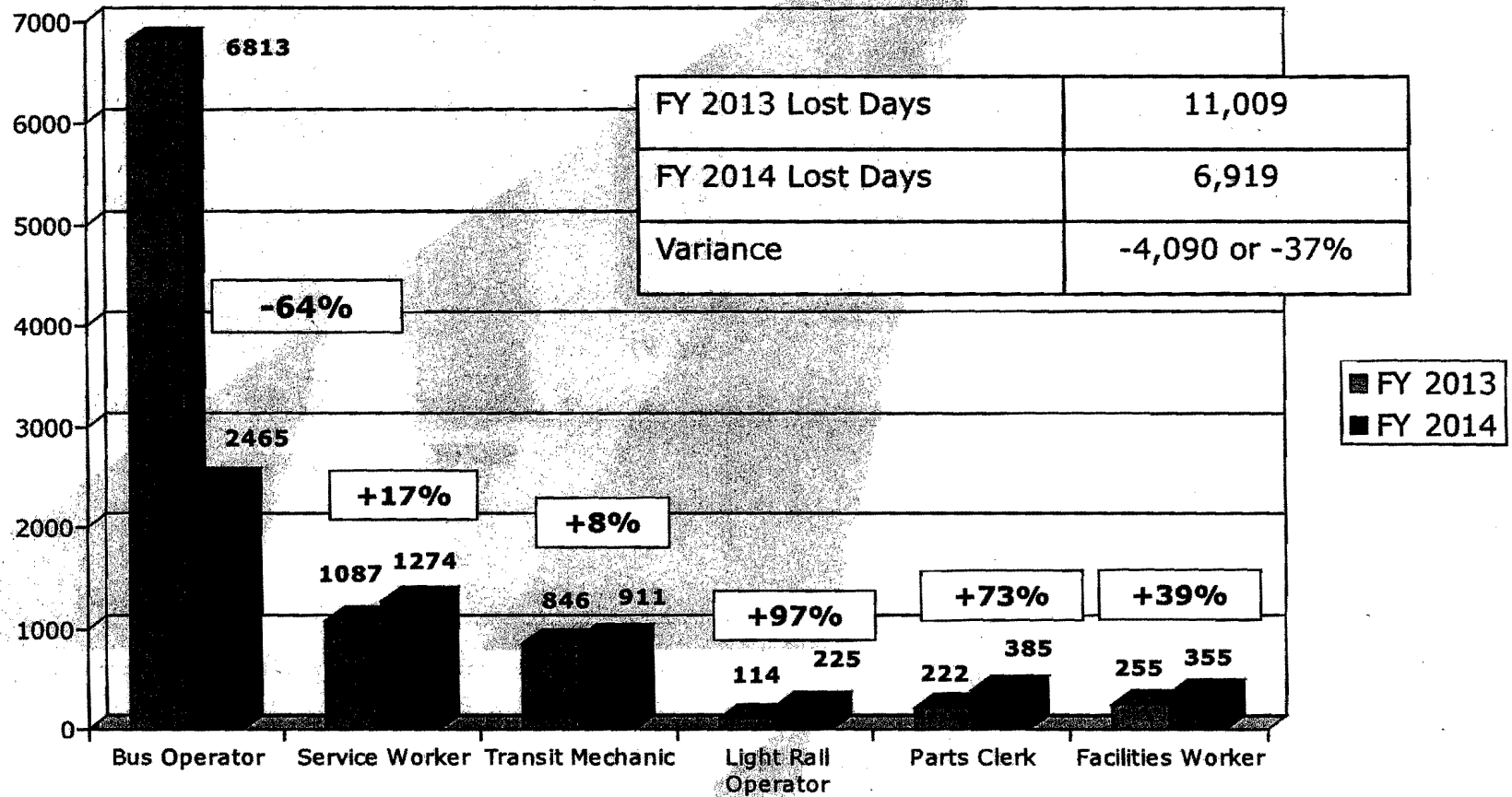
Overall indemnity decrease driven by a drop in Permanent Disability payments and an increase in recoveries.

Tremendous decrease in in-patient and out-patient Hospital costs. Marked decreases in all medical categories.

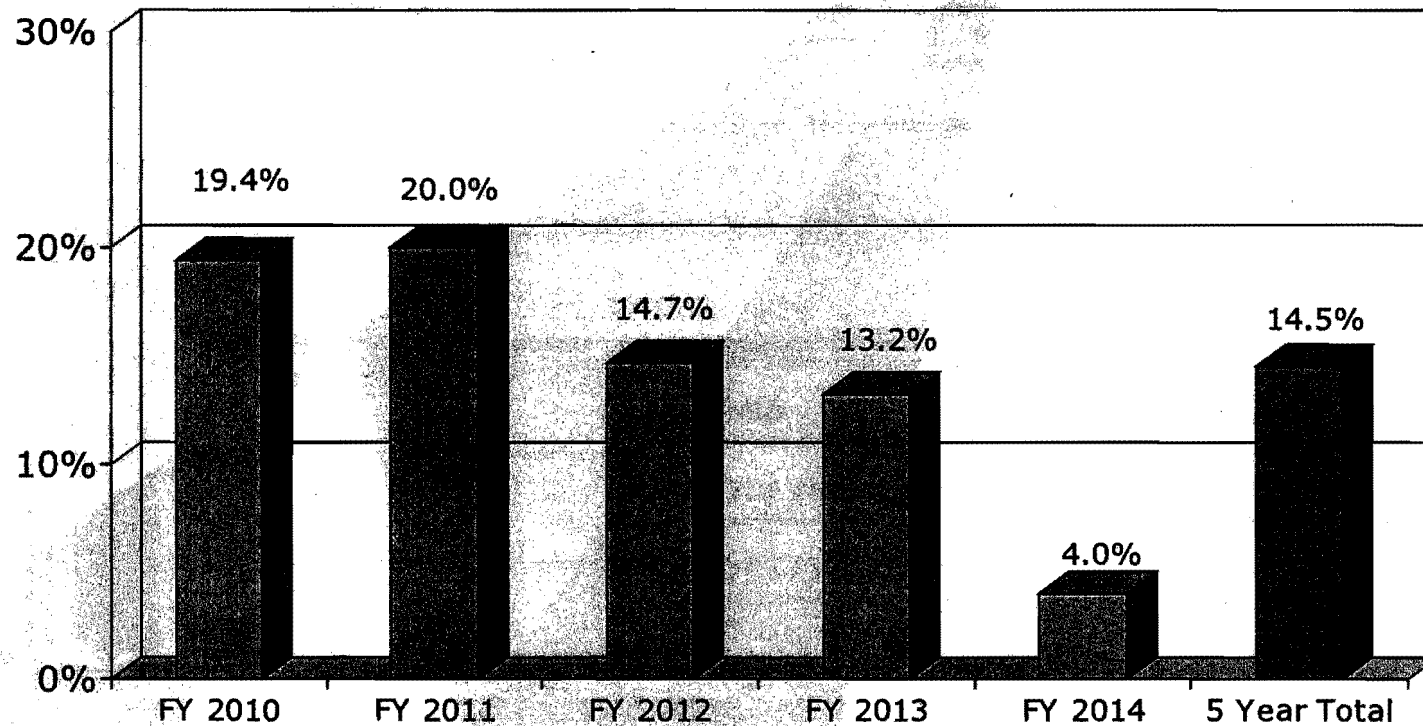
Slight decrease seen in Defense Attorney.

Increases in Investigation balanced by drop in Surveillance. "All Other" rose due to addition of IMR expenses.

Lost Days Paid by Occupation Payments made in FY 2013 and FY 2014



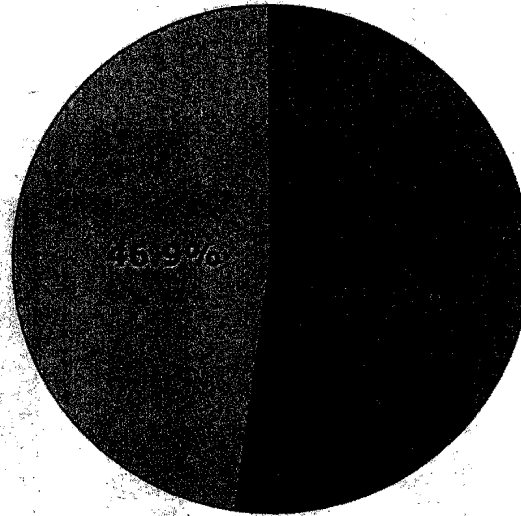
Litigation Rate of Indemnity Claims by Fiscal Year



According to a California Workers' Compensation Institute study, the litigation rate for indemnity claims in the State is 43.8%. The litigation rate for ABC has averaged 14.5% over the last five years, well below the State average.

Litigation Rate for Open Claims Inventory

As of June 30th 2014



Non-litigated
 Litigated

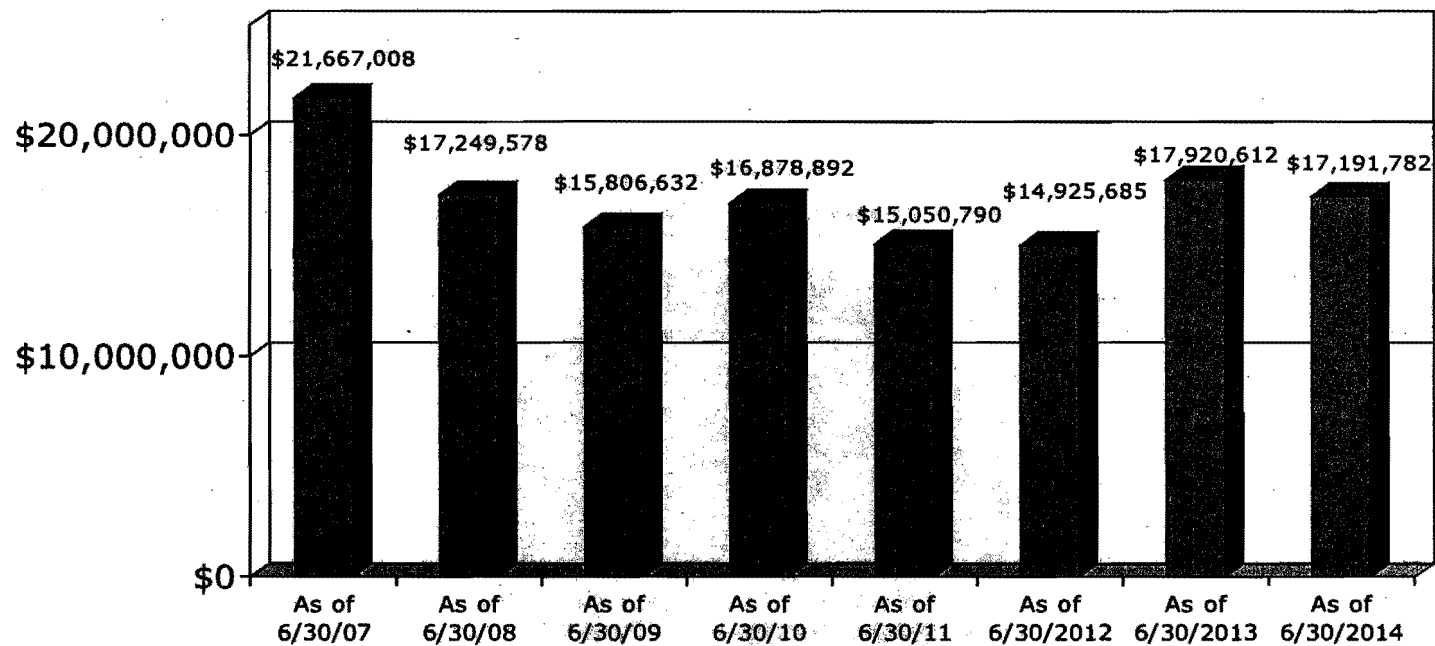
| Open Litigated Claims | |
|-----------------------|---------------------|
| Number | 208 |
| Total Incurred | \$29,586,290 |
| Average | \$142,242 |

| Open Non-Litigated Claims | |
|---------------------------|---------------------|
| Number | 228 |
| Total Incurred | \$12,668,611 |
| Average | \$55,564 |

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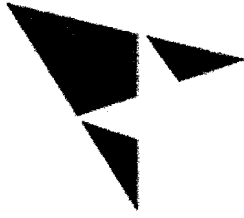
Outstanding Liabilities



Outstanding Liabilities have decreased by \$728,830 (4%) in FY 2014.

Exhibit F

Sample Claim System Reports



TRISTARSM

RISK MANAGEMENT

SAMPLE REPORTS



Below is a list of reports that are included, but not limited to, the standard reports provided in our claims system. TRISTAR continues to update and customize reports according to our clients' needs. We would be happy to provide additional information regarding our reporting capabilities.

STANDARD REPORTS LIST

| | Page |
|--|------|
| Actuarial: | |
| <ul style="list-style-type: none"> • CIPRA - CIPRA report with one row per claimant containing totals for each reserve category • CIPRA Incident - CIPRA report with one row per incident containing totals for each reserve category. • CIPRA Workers' Compensations - Generate report that can be exported in Workers' Compensation Claims Reporting Format for CIPRA • Export EIA GL (1) EIA export report for general liability for loss in reserve category 1 • Export EIA GL (2) EIA export report for general liability for loss in reserve categories 1 and 2 • Export EIA WC EIA export report for worker's compensation | |
| Frequency Severity: | |
| <ul style="list-style-type: none"> • Claims by Body Part - Frequency of claims by body part 1 • Claims by Body Part Group - Frequency of claims by Body Part Group 2 • Claims by Cause - Frequency of claims by claim cause 4 • Claims by Cause Group - Frequency of claims by cause group 5 • Claims by Claimant Type - Frequency of Claims by Claimant Type Group 6 • Claims by Day of Week 7 • Claims by Incident Type - Frequency of claims by incident type..... 8 • Claims by Incident Type Group - Frequency of claims by incident type group 9 • Claims by Nature of Injury - Frequency of claims by nature of injury..... 10 • Claims by Nature of Injury Group - Frequency of claims by nature of injury group. 11 • Claims by Occupation - Frequency of claims by occupation. 14 • Claims by Organization1 15 • Claims by Time of Day..... 16 • Sharps Report..... 17 | |
| General: | |
| <ul style="list-style-type: none"> • Claim Contact - Claim Contact Report 18 • Claim Contact Model 19 • Claim Contact Paid - Claim Contact Paid Report 20 • Claim Contact Summary - Summary Report for Contacts associated with Claims..... 21 • Claim Summary Report – Professional Liability 22 | |



- Claim Log - Claim log to be used by all lines of insurance. Examples of usage, examiner loading..... 23
- Claim Log Deductible Claim log deductible report 24
- Claim Log Summary - Claim summary with financial totals as of a date..... 25
- Claim Log Workers' Comp Summary - Claim summary financial report for Workers' Compensation. 26
- Claim Management Summary - Management summary including reinsurance reporting 27
- Claim Activity Report 28
- Claim Status - Claim status for all lines of insurance 29
- Claim Summary - Claim summary with financials for a time period 30
- Contact Total..... 31
- Face Sheet Print 32
- Fiscal Year Claim Summary - Fiscal Year Summary by Claim 33
- Litigation Summary - Total legal expenses paid for a claimant 34
- Notepad Print..... 35
- Payment Print 36
- Payment Print Alternate 37
- Payment Total 38
- Payment Void Total - Report on void and reversal payments..... 39
- Reserve Total 40
- Safety Activity - Safety activity report 41
- SIR Limit - List of Large Claims 42
- Time Tracking Total..... 43
- User Diary - List of diaries 44
- Voucher Total..... 45
- Claims With No Notepads..... 46
- Claims With No Diaries 47
- Diary Cycle..... 48

Incident:

- Claim Attorney Listing - Attorney listing for the claims..... 49
- Fiscal Year Incident Summary - Fiscal Year Summary by Incident..... 50
- Incident Litigation Summary - Show the legal paid and attorneys for an incident 51
- Incident Log Deductible - Deductible due in period for an incident 52
- Incident Log Summary - Log Summary Report by Incident 53
- Incident Management Summary - Management Summary by Incident..... 54
- Incident Status - Status Report by Incident 55
- Incident Summary - Summary by incident 56
- Vehicle Incident Log..... 57



Loss Control:

- Claim Lag Time - Lag Time Report for claims 58
- Claim Log Loss days..... 59
- Loss Triangle Payment Transactions - Ten-year payment Loss Triangle Report 60
- Loss Triangle Payments..... 61
- Loss Triangle Reserve Transactions - Ten year reserve Loss Triangle Report 62
- Loss Triangle Reserves 63
- Work Status Time..... 64

Payment Processing:

- AP Export Payments Generic
- Monthly Financial Report 66
- Vendor Analysis Report..... 67
- Bank Account Total - Bank Account Balance 68
- Check Register - Check register for a specified payment run or time period 69
- Scheduled Payments..... 70
- Unprocessed Payments 71
- Voucher Print - Print of Vouchers for a specified time frame 72
- Payment Total Bill Rev 73

Reference Tables:

- Body Part Listing - Body part listing report for reference.
- Business Rule Listing
- Claim Cause Listing - Claim cause listing report for reference.
- Correspond Master Listing - Correspond listing report for reference.
- Correspond SQL Listing - List of Correspond SQL for data retrieval
- Incident Type Listing - Incident type listing report for reference.
- Interface Definition Listing - Interface definition listing
- Nature of Injury Listing - Nature of Injury listing report for reference
- Organization Listing - Organization structure listing report for reference.
- Organization Listing: Level 1 & 2 - Report of Organization Level 1 items with associated level 2 items.
- Organization Listing: Level 2 & 3 - Report of Organization Level 2 items with associated level 3 items.
- Organization Listing: Level 3 & 4 - Report of Organization Level 3 items with associated level 4 items.
- Participation Listing
- Payment Transaction Listing - Payment transaction listing report for reference.
- Report Field Listing - Listing of all the fields used in the selection criteria of reports



- Report Maintenance - Report showing all the report groups, various reports included under each and selection criteria.
- Reserve Transaction Listing - Reserve transaction listing report for reference.
- State Office Listing - State Office listing report for reference.

Special Investigation Unit:

- SIU Report 74

State & Federal Regulatory:

- State Employer's First Report of Injury..... 75
- FROI Required Fields 1 76
- FROI Required Fields 2 77
- OSHA Forms 78
- SIP List of Open Indemnity Claims Public - SIP List of Open Indemnity Claims. This report is by fiscal year 7/1/xxxx - 6/30/xxxx..... 83
- SIP List Open Indemnity Claims Private - SIP List of Open Indemnity. This report is by calendar year. 84
- SIP Summary Report Private - SIP Summary Report. This report is by calendar year..... 88
- SIP Summary Report Public - SIP Summary Report. This report is for fiscal year 7/1/xxxx - 6/30/xxxx. 89

Miscellaneous

- PDRP 90
- ISO Claim Search 93

Exhibit H

Doing the “RITE” Thing

Margaret [REDACTED]
[REDACTED]

April 13, 2016

Re: Letter of commendation for Leslie [REDACTED] and Susan [REDACTED]

Dear TriStar Managed Care:

On March 19, 2016 I broke my arm while working as a volunteer for [REDACTED] County, Arizona. Although I have spent most of my adult life in both the paid and volunteer workforce, until this accident I have never been injured on the job. And, for that matter, I cannot recall ever knowing personally anyone else who was. So I had no knowledge of TriStar and Workman's Compensation until Leslie [REDACTED] (Senior Claims Examiner) and Susan [REDACTED] (Medical Case Manager) were assigned to my case. I am writing this letter because I want to express how grateful I am for the amazing job they have both done to get me through this difficult injury and the most positive impression they have given me of your company and the Workman's Comp program, in general.

Within a day of my [REDACTED] County supervisor filing the injury report I was contacted by both Leslie and Susan. At the time I was rather panicky; my arm was x-rayed and splinted in the ER, but I was running into some problems procuring an appointment with an orthopaedic surgeon. But after speaking with Leslie and Susan, I knew I was in good hands. I realize they both have multiple caseloads, but they jumped right in to proactively contact a surgeon, lobby on my behalf, and expedite my case.

Going forward, they steadfastly stood by me throughout my subsequent surgery and continue to do so now as I progress through the recovery stage. (I might add that even the surgery scheduler at the orthopaedic office told me she was very impressed by Leslie and Susan.) All along I have truly felt that they care about me as a patient, and not just a case number, and that they are determined to see me get the best possible outcome.

In sum, I do not believe that luck was on my side when I got injured. But I do believe that I was very, very lucky to have Leslie and Susan assigned to my case. From the beginning I have never ceased to be impressed by their professionalism and conscientiousness and I have been grateful for their empathy and caring. When I have a fully functional arm again, I will owe that largely to them.

Yours sincerely,

Margaret [REDACTED]

Margaret [REDACTED]
Claim #1 [REDACTED]



Transforming Risk Into Opportunity
Examples of TRISTAR's Success & Personalized Service

The Perfect Storm

On February 5th one of our Portland examiners processed a lost time check for an injured worker of one of our newest clients, [REDACTED] Based in Tacoma, WA, and founded in 1933 [REDACTED] provides a transportation network crossing the United States, Western Canada and along the Mexican border.

Late on February 11th [REDACTED] risk management representative called our Branch Manager, Jeff [REDACTED] and advised that the injured employee had yet to receive the check. Jeff was also told that if the injured worker did not receive the check by Saturday, February 15th, his rent would be overdue. Jeff advised the client that if the worker called the next day and confirmed that he had not received the check, TRISTAR would reissue the check and process for overnight delivery to ensure receipt no later than the 15th.

While traveling on business on the 12th, Jeff received another call from the employer rep and was advised that the check had not been received by the worker in that day's mail. He decided to reissue the check for overnight delivery on the 15th. He also allowed the original check to remain live without a stop payment, anticipating that the original check might yet deliver. When the employer confirmed that the original check didn't show up on the 13th, TRISTAR continued the reissuance process.

Unfortunately, the TRISTAR team's plan was deterred due to severe winter weather in New Jersey, which not only impacted the pick-up of the new check on the 14th, but also made overnight delivery by the 15th unlikely. At this point, a conference call was held between the TRISTAR team, the employer representative, and the injured worker to determine if we could process a special ACH wire transfer to the injured worker's bank. The worker provided his banking information and we successfully wired funds to his account on Friday, February 14th. We also stopped payment on the original check, assuring there would be no duplicate payments. Both the client and the injured worker were very appreciative of the effort that was put into finding an alternative solution to the 'Perfect Storm'.

Behind the scenes working the phones to make this happen were TRISTAR team members in a variety of functions: Accounting, Trust Accounting, Operations and more. Their combined efforts contributed to a great success story and one where going the extra mile to assist a client/worker in need was indeed the RITE thing to do.

Serving those Who Protect & Serve

Shirley [REDACTED] didn't start her day on June 25th thinking that she was about to become a hero to the [REDACTED] Police Department (PD). However, a tragic shooting in which an officer was shot in the face led to a series of events which culminated in Shirley receiving a special commendation from Chief [REDACTED] for her efforts in serving the department.

Shirley, as usual, had arrived at the TRISTAR office early on June 25th. While getting ready for her busy day, she received a call from TRISTAR supervisor Jerry [REDACTED] who had heard on the morning news that an [REDACTED] PD officer had been shot in the face while attempting to serve a warrant on a gang member in the early morning hours of June 25.



Jerry called Shirley, whom he knew would be already in the office, to determine whether she had heard about the horrible shooting. She had not, but quickly called the department and found out where the injured officer was being treated. A file was created before 7 AM, and Shirley was on the phone arranging for a nurse and facilitating the treatment to the injured officer. In addition, she worked with the hospital and the police department to assure the officer's delicate security, as he was a victim of gang violence.

As the days passed, Shirley continued to work on the case, at one point preventing the hospital from prematurely releasing the injured officer home. She assured that the officer received all the necessary treatment, and worked closely with the Chief's Liaison office to keep the department; family; and the City Personnel office informed as to the difficult steps that would transpire in the officer's recovery.

In early September, Shirley was presented with a special commendation by the police department for her extraordinary efforts in managing this claim.

Exhibit I

Certificates of Good Standing

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

TRISTAR RISK MANAGEMENT

is an entity formed or registered under the law of California, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20041147711 and has provided the assumed entity name for use in Colorado

TRISTAR RISK MANAGEMENT, INC.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/05/2016 that have been posted, and by documents delivered to this office electronically through 07/08/2016 @ 07:44:57.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/08/2016 @ 07:44:57 in accordance with applicable law. This certificate is assigned Confirmation Number 9731486



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

TRISTAR MANAGED CARE, INC.

is an entity formed or registered under the law of California, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20041147710.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/05/2016 that have been posted, and by documents delivered to this office electronically through 07/08/2016 @ 07:46:03.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/08/2016 @ 07:46:03 in accordance with applicable law. This certificate is assigned Confirmation Number 9731488

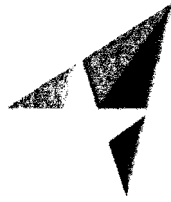


A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

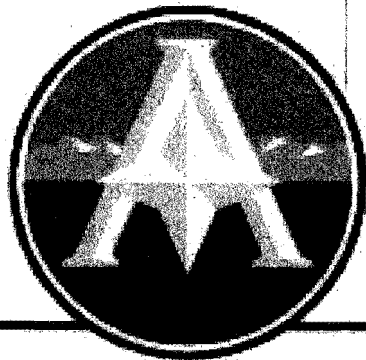


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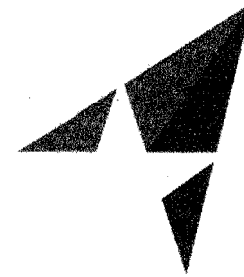
transforming risk into opportunity

www.tristargroup.net



ADAMS COUNTY

COLORADO



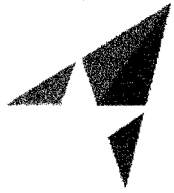
TRISTAR SM

INSURANCE GROUP

Claims Management Partnership

Workers' Compensation Third Party Administrator RFP 2016.026

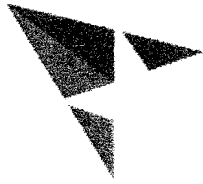
transforming risk into opportunity



Adams County Presentation Agenda

Presentation (90 Minutes)

| | |
|-------------|--|
| 1:00 – 1:15 | Welcome/Introductions/The Team Strengths/Weaknesses/Innovations |
| 1:15 – 1:40 | Data Analytics Claim System Demonstration |
| 1:40 – 2:00 | TRISTAR Managed Claim Administration Program (TMCAP) |
| 2:00 – 2:15 | Pricing |
| 2:15 – 2:30 | Additional Questions Closing Remarks / Summary |



The TRISTAR Team

- Jason Shultz,
Vice President, Rocky Mountain Region/Executive Sponsor
- Paula Lowder,
Branch Manager, Account Manager, Operations
- Nancy Gay,
Claim Supervisor, Operations
- Norie Mayne,
Senior Claims Adjuster
- Karen Lesko, CRM
Director, Sales and Client Solutions



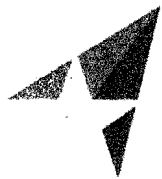


TRISTAR

INSURANCE GROUP

EXECUTIVE SUMMARY

- 29 Years Providing Innovative Services: P&C Claims, Managed Care, Benefits & Disability Administration
- Largest Privately Owned TPA
- \$100M plus in Revenue
- Nearly 1,000 Associates
- Client Base – More than 400 Self-Insured, Insured, Captive, Program and Carrier Accounts
 - Public Entity - Cities, Counties, Education, State Agencies, Transit, Law Enforcement, Healthcare, Special Districts/Utilities
- Custom Service Models
- SSAE 16 (SOC 1) Type II Compliant
- Financially Stable and Growing



TRISTAR

INSURANCE GROUP

TRISTAR Risk Management

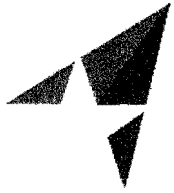
- Workers' Compensation
- Liability (General and Professional)
- Automobile
- Construction Defect
- Property
- Loss Control and Safety Solutions

TRISTAR Managed Care

- Medical Bill Review – PPO Networks including Diagnostics, Physical Therapy, DME, Implantable Devices, Dental, Transportation, Translation
- Medical Case Management (Triage, Early Intervention, Case Management, Early Return-to-Work)
- Medical/Pharmacy Network
- Wellness Programs

TRISTAR Benefit Administrators

- Absence and Disability Management
- Group Health/Medical/Dental/Vision
- Section 125 Flex Administration
- COBRA/HIPAA



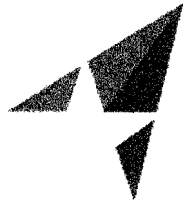
Why should we choose you to be our Third Party Administrator? (15 min) - Extensive Public Entity Experience and Comprehensive Claims Management Programs.

- **What are your Strengths? What are your weaknesses? What innovations do you have?**
 - **Experience - Since 1989 have been providing workers' compensation, medical malpractice, auto/property and liability to public entities**
 - **Counties, Cities, Schools, States, Law Enforcement, Special Districts, Healthcare, Transit**
 - **Over 1,300 Public Entities in Colorado – Firefighters, Parks & Recreation, Ambulance, Hospitals, Libraries, Water Sanitation, Utilities**
 - **Local Staff Experience**
 - **Customized Claim Handling Programs - High Level Customer Service with Human Touch**
 - **Quality Assurance - Internal quality assurance department to ensure best practices provide desired outcomes/education and training programs for staff and customers**
 - **RMIS**
 - **Dashboard/Claim App/Reports/Mobile Application to help risk management, human resources and claimants monitor progress and claim activities –**
 - **Internal IT Department/Service Desk – Customized RMIS Solutions/EDI/Conversions**
 - **TRISTAR Managed Claims Administration Program (TMCAP) - Internal Managed Care Programs provide disability claims management (WC/FMLA/STD/LTD) and group health that allows us to draw on internal expertise for managing medical care and expenditures**
 - **Return to Work Programs – predictive disability duration tools and management of injury leave/wage continuation**



Why the County should choose TRISTAR – Clear Understanding of the County Public Entity Business

- Local
- Unions
- Elected Officials – Commissioners, Sheriff, District Attorney, etc.
- 24/7/365
- Corrections, Facilities, Parks and Open Space, Sheriff, Transportation, Fleet, Human Resources
- Risk Management and Safety Departments
- Security Departments
- Emergency Response/First Responders
- Homeland Security
- Economic Pressures
- Subject to Fiscal Year Budget Planning
- Tax Payers – Constituents / Community Relations
- Procurement Process
- Self-Insured State Reporting/Taxes, Surcharges
- RMIS Systems

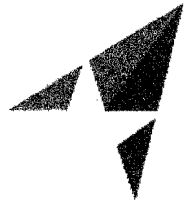


Public Entity Expertise – Understanding the County Claim Profile and Business Model – TRISTAR Brings Best-in-Class Knowledge From Programs Across The Country

Atlanta University Consortium, Inc.
Beaverton School District
Bexar County
Bossier Sheriff Department
Brownsville ISD
Campbell Union School District
Chula Vista Elementary School District
City of Ashland
City of Beaverton
City of Campbell
City of Carmel
City of Chula Vista
City of Colton
City of Coronado
City of Dallas
City of Del Mar
City of Edinburg
City of Encinitas
City of Grand Junction
City of Hillsboro
City of Imperial Beach
City of Irving
City of Lemon Grove
City of Long Beach
City of Longview
City of Los Altos
City of Los Angeles Police Department
City of Los Angeles Police Protective League
City of Merced
City of National City
City of Oceanside
City of Ontario
City of Richardson
City of Roseville
City of San Antonio
City of San Diego
City of Santee

City of Solana Beach
City of South San Francisco
City of Vista
City of Yuma
Collin County
Colorado Special Districts Pool
County of Alameda
County of Fresno - Case Management
County of Fresno Self Insurance Group
County of Los Angeles, Healthcare
County of Marin
County of Mariposa
Dallas County Community College District
Dallas ISD
Deep East Texas Self Insurance Fund
Eagle Pass ISD
Edcouch Elsa ISD
Edinburg Consolidated ISD
Elk Grove USD
Fort Worth ISD
Fresno County Office of Education
Glendale Elementary School District
Hall County Schools
Harlandale ISD
Hastings College of Law
Hidalgo County
Irving ISD
Jefferson County
Judson ISD
La Mesa ISD
Lake Elsinore USD
Lamar Consolidated ISD
Larimer County
Livingston ISD
Long Beach USD
Matagorda County
Mesa County

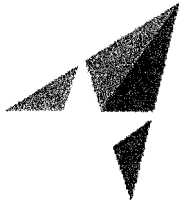
Mesa County Valley School District 51
Mesa USD #4
North Clackamas School District
North County Transit District
North Forest ISD
Northern Colorado School Districts (NOCO)
Park School District R-3
Pflugerville ISD
Pima County
Port of Portland
Portland Public Schools
Richardson ISD
Robstown ISD
Rockwall ISD
Rural Special Districts Insurance Fund
San Antonio ISD
San Diego Metropolitan Transit System
San Joaquin County
San Jose USD
SANDPIPA (San Diego Pooled Ins Authority)
Santa Clara County Office of Education
Santa Clara Valley Transportation Authority (VTA)
Sharyland ISD
St. Vrain Valley School District RE1J
State of Alaska
State of Illinois
The Texas A&M University
University of Colorado
University of Idaho
University of Wyoming
Victoria ISD
Washington County, OR
Weslaco ISD
West Texas Rural Counties Association
Windsor School District RE-4



Managed Care and Cost Containment – New Solutions for the County – Decreased Medical And Indemnity Expenditures

TRISTAR Managed Care Overview –

- **24/7 First Notice of Loss (FNOL) Reporting – Prompt Reporting and Prompt Investigation**
- **24/7 Nurse Triage – Emergency Room Avoidance, PPO Network Access, Self-care**
- **Clinical Review - Early Intervention – Evaluation and Implementation of Treatment Protocols and Return to Work**
- **Telephonic Case Management – Medical Management – Specialty Referral Processes**
- **Field Case Management – Catastrophic and Task Case Assignment**
- **Utilization Review – Prospective Review – Concurrent Review – Retrospective Review – Expedited Review - Discharge Planning**
- **Pharmacy Benefit Management – Pharmacy Drug Utilization Review, Weaning Protocols for Narcotics**
- **Disease Management- Cardiac, Diabetes, Respiratory, Oncology, Transplant, Behavioral Health**
- **High Risk Maternity and Neonatal Management**
- **Peer Review with National Matched Specialty Review – Multi-State Return to Work Programs**
- **Customized Wellness Programs**
- **Medical Bill Review and PPO Network Access Programs**



Telephonic Reporting(All Lines) – Immediate Notification Of Injury Or Loss To All Parties

Features

24/7/365 toll-free telephonic intake includes voice recording and customized client script, customized escalation protocols

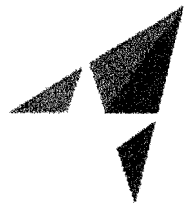
First notice improves lag time, automates reporting and claim set up in the claims system, prompt notification to employer and/ or supervisors which helps to decrease claim costs and litigation

Flexibility to accommodate client processes and workflows. The immediate notification allows parties to efficiently manage the claim

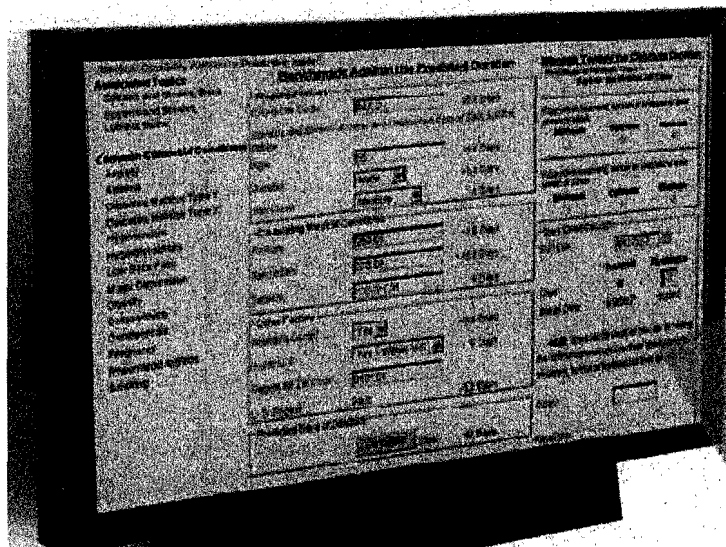
Partnered with nurse triage the employee knows the employer cares and the nurse is there to assist throughout their recovery

Benefits

- Accommodates all shifts at all locations
- Improves employee satisfaction
- Easy set up and training
- Streamlines Injury Reporting
- Injury notification to authorized personnel within 15 minutes with claim number
- Increases prompt investigation of claims
- Preferred provider direction within network
- Immediate provider notification of injury
- Bottom line savings to costs
- Red flags are quickly identified
- Reduces disability duration vs claim duration
- Reduces unnecessary healthcare utilization



Return to Work Strategies - Predictive Disability Duration And Predictive Return To Work Modeling Tools For Nurse, Adjuster And Client



DURATION TRENDS
ICD-9-CM: 847.2

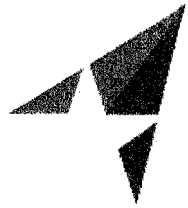
| Cases | Mean | Min | Max | No Lost Time | Over 6 Months |
|-------|------|-----|-----|--------------|---------------|
| 100 | 30.5 | 3 | 49 | 100 | 0 |

Benchmark Against the Predicted Duration

Required Values

| | | |
|--|--------|-----------|
| ICD-9-CM Code: | 847.2 | 39.5 Days |
| Sprains and Strains of Other and Unspecified Parts of Back, Lumbar Spine | | |
| Age | 55 | +8.8 Days |
| Gender | Male | +1.4 Days |
| Job Class | Medium | -4 Days |

| Percentile | 5th | 25th | Median | 75th | 95th |
|------------|-----|------|--------|------|------|
| Days | 3 | 8 | 21 | 49 | 130 |



Return to Work Strategies - Predictive Disability Duration And Return To Work Modeling Tools - Nurse, Adjuster And Client Access

Medical Disability Advisor > Predictive model

Associated Topics
Sprains and Strains, Back
Sprains and Strains,
Lumbar Spine

Common Comorbid Conditions
Anxiety
Asthma
Diabetes Mellitus Type 1
Diabetes Mellitus Type 2
Hypertension
Hyperthyroidism
Low Back Pain
Major Depression
Obesity
Osteoarthritis
Osteoporosis
Pregnancy
Rheumatoid Arthritis
Smoking

Benchmark Against the Predicted Duration

Required Values

ICD-9-CM Code: 39.5 Days

Sprains and Strains of Other and Unspecified Parts of Back, Lumbar Spine

Age: +8.8 Days

Gender: +1.4 Days

Job Class: -4 Days

Co-existing Medical Conditions

Primary: +4.8 Days

Secondary: +15.8 Days

Tertiary: 0 Days

Other Factors

Worker's Comp: +9.9 Days

Inside U.S.: 0 Days

Region by Zip Code:

U.S. Region: -9.2 Days

Predicted Days of Disability

67 Days

Manage Toward the Optimum Duration

Physiological Recovery Times
Days for the Medium Job Class

Supportive treatment, lumbar or lumbosacral spine sprain or strain.

| Minimum | Optimum | Maximum |
|---------|---------|---------|
| 3 | 21 | 42 |

Supportive treatment, lumbar or lumbosacral spine sprain or strain.

| Minimum | Optimum | Maximum |
|---------|---------|---------|
| 3 | 21 | 42 |

Days Saved Calculator

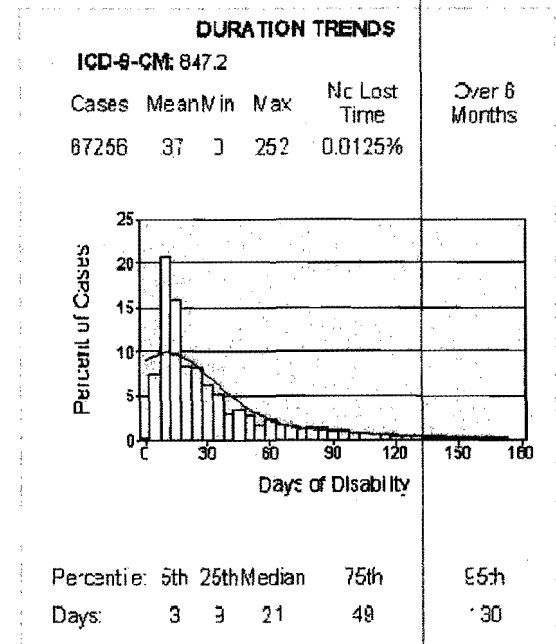
Start Date:

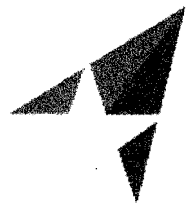
| Predicted | Physiological |
|-----------|---------------|
| 67 | 21 |

Days: Return Date:

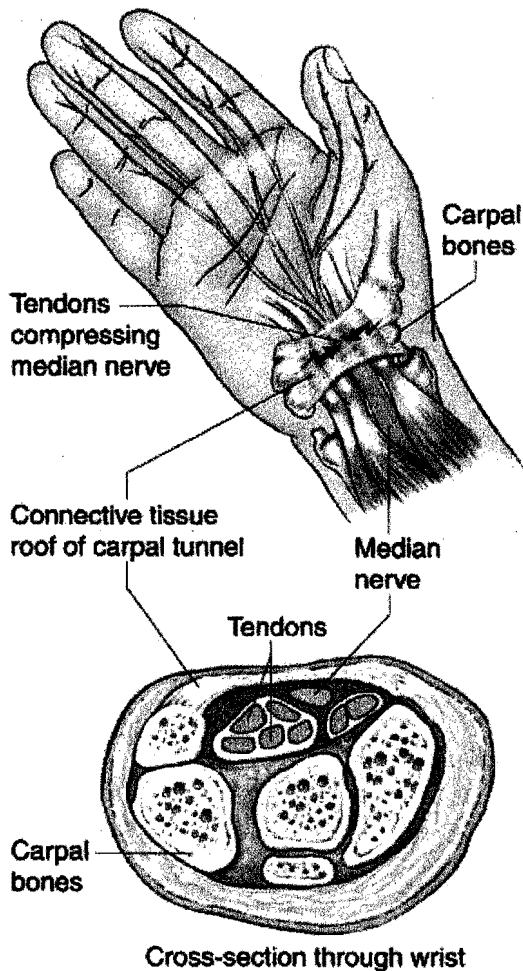
46.00 days can be saved on this case by meeting the optimum physiological recovery time for supportive treatment, lumbar or lumbosacral spine sprain or strain.

Salary:





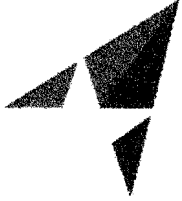
Example: Surgical treatment, open or endoscopic carpal tunnel release – Education Assistance For Claimants, Supervisors, Risk Management, Human Resources



| Job Classification | Minimum | Optimum | Maximum |
|--------------------|---------|---------|---------|
| Sedentary | 0 | 7 | 21 |
| Light | 0 | 7 | 21 |
| Medium | 0 | 14 | 28 |
| Heavy | 0 | 21 | 42 |
| Very Heavy | 0 | 28 | 63 |

DURATION IN DAYS

| Job Classification | Minimum | Optimum | Maximum |
|--------------------|---------|---------|---------|
| Sedentary | 1 | 14 | 42 |
| Light | 3 | 21 | 42 |
| Medium | 14 | 28 | 56 |
| Heavy | 21 | 42 | 84 |
| Very Heavy | 28 | 56 | 91 |



Return to Work Prescription

ODG Navigator

Show URL

Toolbox:

[Select...]

Search

Contents

Keyword Index

ICD-9 Index

CPT Index

Help

Procedure Index:

[Select...]

ODG Evidence-Based Decision Support

ODG: Good to Go! (complimentary self-training module)

ODG Capabilities & Activity Modifications for Restricted Work (check only those that apply):

Clerical/modified work: Lifting with knees (with a straight back, no stooping) not more than 5 lbs up to 3 times/hr; squatting up to 4 times/hr; standing or walking with a 5-minute break at least every 20 minutes; sitting with a 5-minute break every 30 minutes; no extremes of extension or flexion; no extremes of twisting; no climbing ladders; driving car only up to 2 hrs/day.

Manual work: Lifting with knees (with a straight back) not more than 25 lbs up to 15 times/hr; squatting up to 16 times/hr; standing or walking with a 10-minute break at least every 1-2 hours; sitting with a 10-minute break every 1-2 hours; extremes of flexion or extension allowed up to 12 times/hr; extremes of twisting allowed up to 16 times/hr; climbing ladders allowed up to 25 rungs 6 times/hr; driving car or light truck up to a full work day; driving heavy truck up to 4 hrs/day.

Adjust ODG RTW/Modifications as follows:

Copy ODG Template

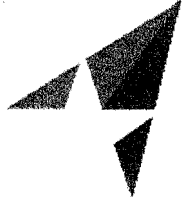
Clerical/modified work: Lifting with knees (with a straight back, no stooping) not more than 5 lbs up to 3 times/hr; squatting up to 4 times/hr; standing or walking with a 5-minute break at least every 20 minutes; sitting with a 5-minute break every 30 minutes; no extremes of extension or flexion; no extremes of twisting; no climbing ladders; driving car only up to 2 hrs/day.

Request Provider Signature?

Add Job Function Evaluation Form?

Print

TRISTARSM
INSURANCE GROUP



PHARMACY BENEFIT MANAGEMENT- Controls Rising Costs And Medication Misuse

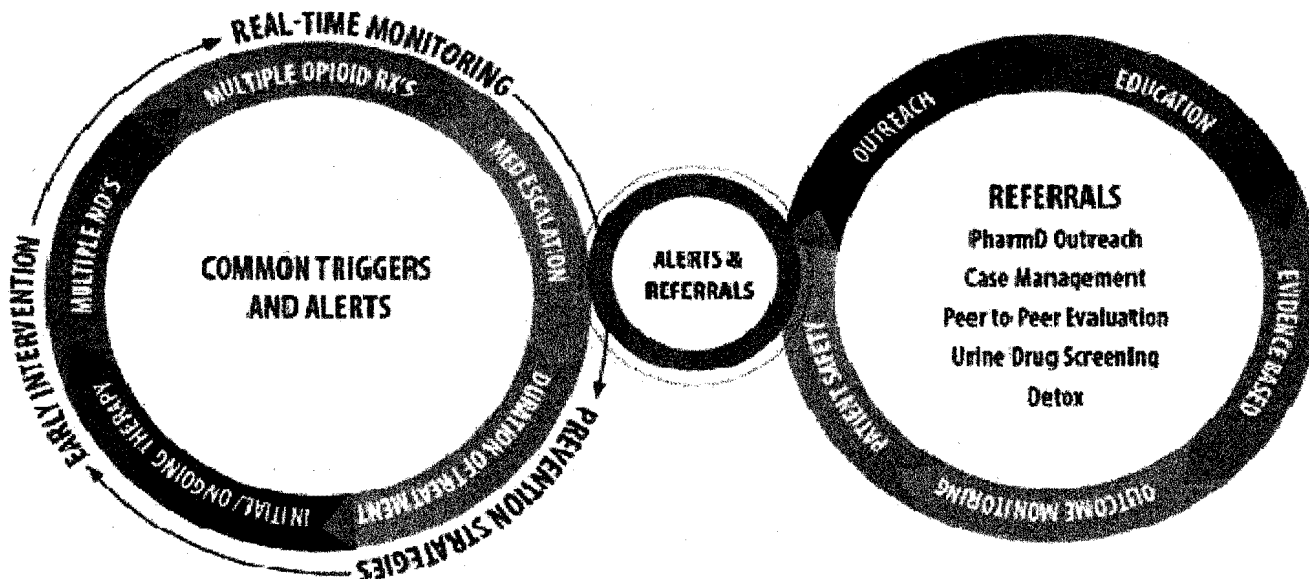
- Pharmacy Benefit Management
 - First Fill
 - First card and cardless electronic cards, temporary cards, 24/7/365 call center
 - Pharmacy Network Enforcement
 - Electronic re-directing process – captures up to 98% point-of-sale
 - Pharmacy Solutions/Re-pricing
 - Point-of-sale drug utilization review
 - Formulary Offerings
 - First Fill, Workers' Compensation, Injury Based, State Specific
 - Brand, Generic, Mail Order
 - Clinical Oversight
 - Step Therapy, Clinical Escalation Alerts, Prescriber Intervention, Compound Medications
 - PBM Trigger for Opiate Management and Weaning

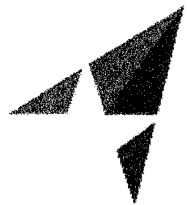


Narcotic Opiate Drug Management

A clinical team is responsible to review all medication prescriptions to ensure the following:

- Appropriateness of prescribing
- Duration of medication – end date
- Sound rationale on prescribing and continuing
- Creating an educated approach on what recommendations for treatment should be and looking how compliant a patient is with these recommendations
- Making appropriate clinical recommendations by applying evidence based guidelines





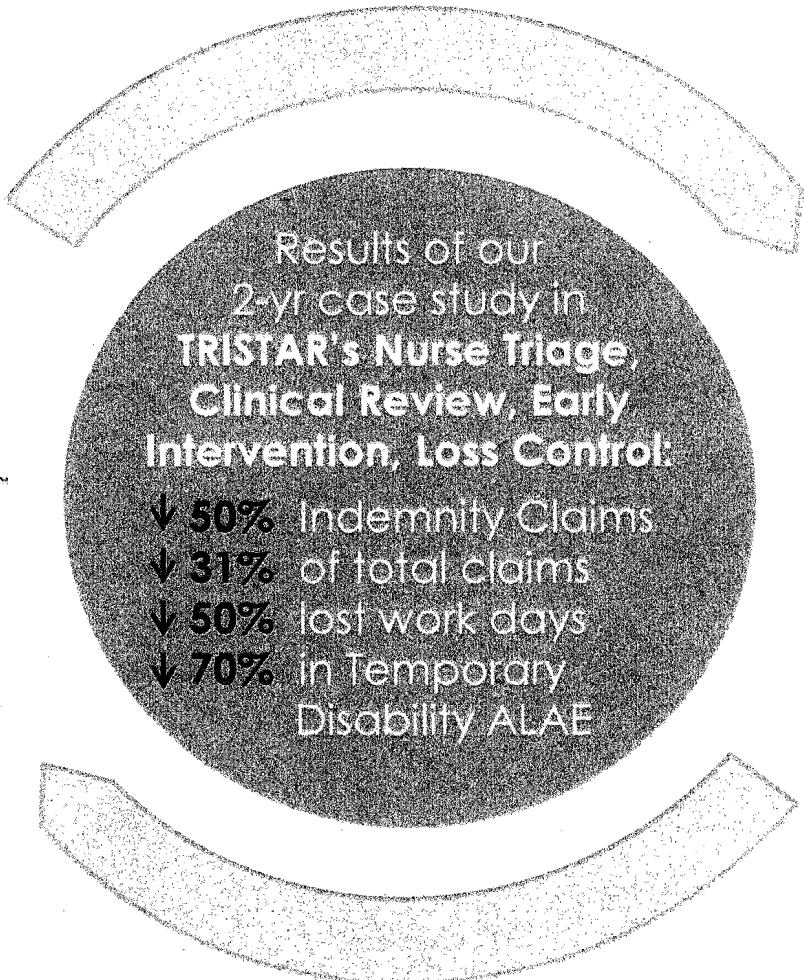
The Holistic Approach - TRISTAR Managed Claims Administration Program (TMCAP) – RESULTS AND OUTCOME FOCUSED

Multi-disciplinary approach: Risk, Workers' Compensation Manager, Adjusters, Nurses, Loss Control



TRISTAR™
RISK MANAGEMENT

P&C Claims Management



TRISTAR™
MANAGED CARE

Managed Care & Cost-containment



TRISTAR™

INSURANCE GROUP

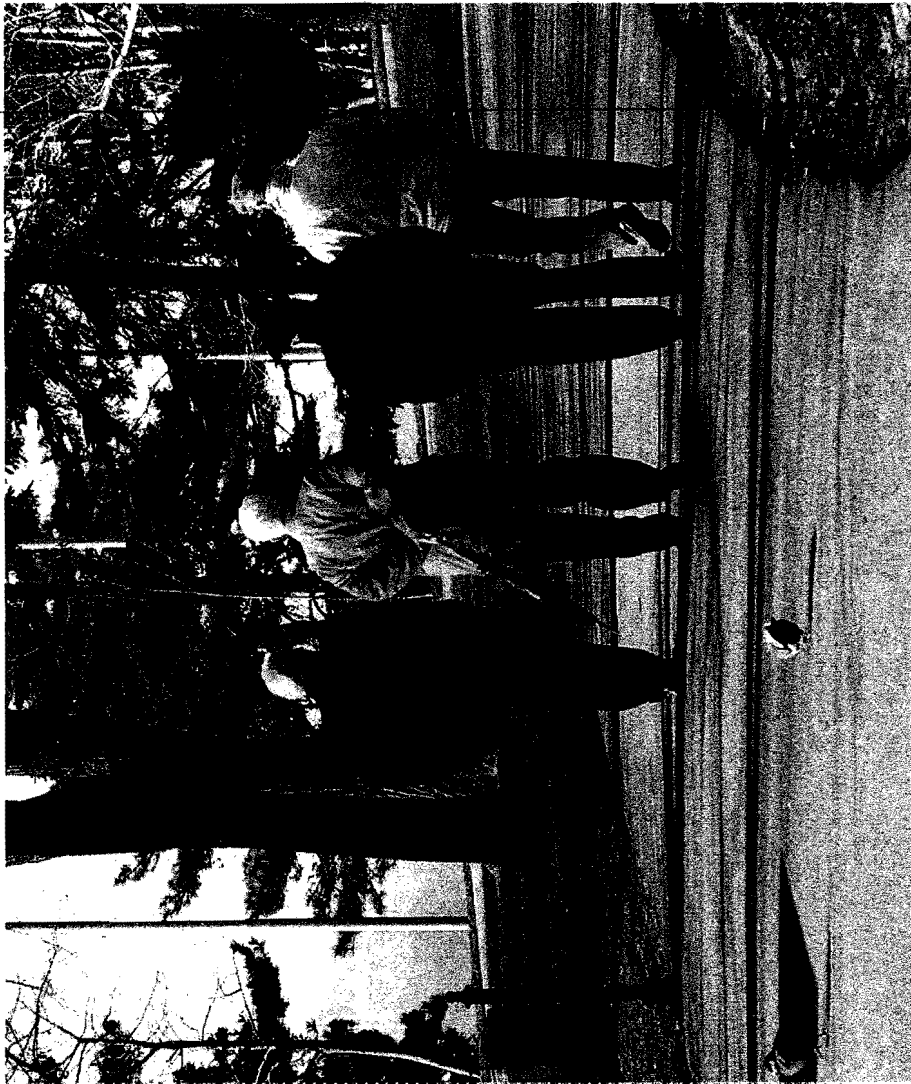
In a world that can seem skewed to expediency and time-firs, some of us still take the long view, aspire to the common good, and value doing the right thing.

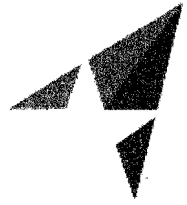
When Colorado Special Districts sought engaged us to manage their claims portfolio, our review of their data identified a statistical trend of high medical costs. We recommended they

use TRISTAR cost containment and bill review programs which decreased the average payment per bill 30%. The

savings allowed the Board to reduce CSB loss control position and an additional adjuver position for TRISTAR.

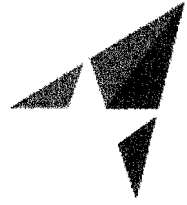
Transforming risk into opportunity





MEDICAL BILL REVIEW AND PPO NETWORK ACCESS – Increase PPO Penetration And Decrease Expenditures

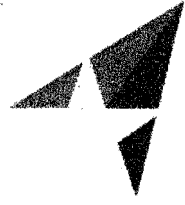
- **PPO Networks**
 - Anthem/Prime Health
 - Specialty Networks – Pharmacy, Physical Therapy, Radiology, Durable Medical Equipment, Translation/Transportation, Investigation, Implantable Devices and more
- **Provider Contracts – up to 90% penetration/62-68% reductions**
- **Electronic Data Interfaces (EDI)**
- **Provider Ebill**
- **Virtual Pay**



Please explain your data analytics.

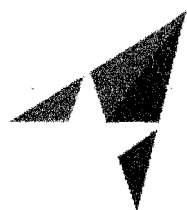
(25 min)

- **Be prepared to provide a demonstration using clear screenshots with an explanation of how they work.**
 - See RMIS Demonstration Video.
- **Can you transmit claims data to Midwest Employers-MECC (our WC Excess Carrier) to enable you and us to use their predictive analytics tools? If so, is there an additional fee?**
 - Yes, TRISTAR can transmit data to MECC. There is no additional fee. Additionally, TRISTAR is reputed to have more and better data than any other TPA in the US.
- **How will data conversion be handled?**
 - See Exhibit A – Data Request Form.
- **Will we be able to access the adjuster's claim files online?**
 - Yes, Adams County authorized users will have access to the County adjuster/claimant files.
- **How do you use the analytics to help determine trends and help us with strategic planning?**
 - Performance indicators can include closing ratios, reporting lag time, payment turnaround time, # of days to MMI/closure, loss work days, average claims costs by division/department, medical cost savings reports, medical utilization, etc.
 - Trending is used to establish benchmarks to identify improvement opportunities or anomalies over a certain period of time with respect to frequency and severity per FTE/Payroll, department cost allocations, experience modification factor, expense trends, claims development, DART statistics, and more.
- **Will you be able to transmit claim data to our Broker – Hayes Companies? If so, is there an additional fee?**
 - Yes, TRISTAR will transmit claim data to the County's Broker. There is no additional fee.



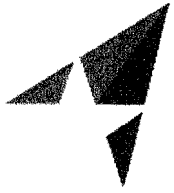
Please explain in detail how you manage a medical only claim from employee notice of injury to MMI-closure. (20 min)

- **Please provide examples of all communications sent to the injured worker, i.e. letters, brochures.**
 - Please see Exhibit G in the original proposal.
- **How is the claim entered?**
 - Claims can be reported via on-line access, telephonically, email or facsimile or via EDI transmission.
- **How does the employee select the primary physician/clinic?**
 - From the Employers Designated Panel – Employees can access information via:
 - Division posters in Accordance to Colorado statutes, County Risk Management or Human Resource Websites, Initial, Annual or Periodic Employee HR Manuals/Policies and Procedures, Employee Injury Packets, Notification from Adjuster and Initial Employee Correspondence Letter from Adjuster, Call Center Services
- **Will we be able to continue to use our current primary Designated Clinics/Providers?**
 - Yes.
- **How do you use provider/PPO networks?**
 - Provider / PPO Networks may be used for referral to occupational providers, IME providers, Specialists, Facilities, Level II accredited physicians and for accessing contractual agreements for services and provider reimbursement below State Regulated Fee Schedule. Ancillary PPO network providers can be utilized for scheduling services, obtaining medical reports or authorizations. TRISTAR maintains networks for pharmacy, radiology, durable medical equipment, physical therapy, implantable devices, etc. PPO Networks are also used for provider reimbursement below State Official Fee Schedules.
- **How do you manage referrals?**
 - Adjuster provides authorization when requests are received.



Claim Activity – Employee Notice to MMI

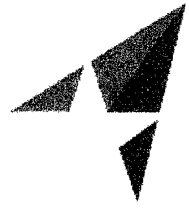
- **Claim Acknowledged and File Established**
- **Supervisory Review**
- **Three – Four Point Contact (Employer/Claimant/Provider and Witnesses, if any)**
- **Correspondence Letter(s)**
 - **Acknowledgement Letter, Mileage Form, Medical Release Form and other Customized Information for the County**
- **Reserves and Plan of Action and Strategy for Closure Completed**
- **Review of Medical Treatment Guidelines, MD Guidelines and Predictive Disability Duration**
- **Investigation and Subrogation Analysis Completed**
 - **Medical History, Medical Records, ISO ClaimSearch**
- **Compensability Determination**
- **State Filings Completed**
- **On-Going Correspondence with Employers/Claimants and Providers regarding Return to Work Status, Functional Limitations, Medical Treatment, Temporary Disability (TD) and other Benefits**
- **Correspondence with Providers regarding Treatment Plan and Anticipated MMI**
- **Correspondence to Employer regarding Work Status Changes**
- **Evaluate Claim for Impairment Rating, if applicable**
- **File Final Admission, Closure Checklist, Supervisor Review and Closes File**



Please explain in detail your pricing. (15 min.)

What is included in your Flat Rate? The Flat Annual Rate: \$43,046.00 - consists of claims administration, account management and RMIS. Claims Administration includes:

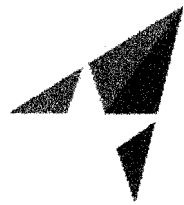
- Complete and thorough “desk” investigation of all claims reported, including recorded statements where necessary, in accord with TRISTAR’s Best Practices and any special service agreements made with the County
- Evaluation of liability and damages to establish appropriate reserves
- Reserve Advisories at County-designated levels
- Notification/reporting to the County in compliance with our service agreements
- Adjustment and payment of compensable claims
- Litigation planning and management
- Employment of anti-fraud measures including assignment and direction of investigators to reduce possibility of payment of non-compensable claims (services of special investigators not included)
- Maintenance of a record of all investigation, payment and adjustment activities within the claims system and files
- Pre-Settlement Advisories
- Structured Settlement Management (cost of structures not included)
- Large Loss Notices/E-Mail Alerts
- Claim Acknowledgements
- Closing Notices
- Status Reports – Initial at 30 days/90 days thereafter until closure, or at otherwise agreed upon timeframes
- Subrogation/Recovery – No Additional Recovery/Recovery Fee Charged
- Conference calls with assigned legal counsel, and other ancillary service providers as necessary or requested



Please explain in detail your pricing. (15 min.)

Account Management is included and consists of:

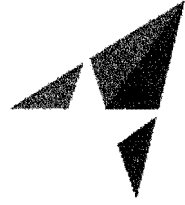
- **Account Management – Supervisor and Manager Oversight**
- **Implementation Planning and Management**
- **Adams County Specific Claims Handling Instructions**
- **Customized Account Set-Up**
- **Quality Assurance Management & Review**
- **Bank Account Management & Reconciliation (TRISTAR Accounts Only)**
- **Quarterly Customer Meetings, or as requested**
- **Carrier Audits**
- **Annual Stewardship Meeting, Report and Analytical Review**
- **1099 Form Preparation**
- **Reporting for brokers, actuaries, consultants, and excess carriers**
- **Client Education Programs**
- **Development of Policies and Procedures**



Please explain in detail your pricing. (15 min.)

Risk Management Information Systems includes:

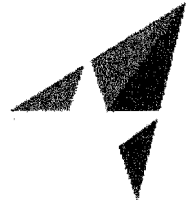
- Client Portal RMIS Access – Two (2) User ID's
- Customer Hierarchy and Organizational Structure & Maintenance
- System Access to Losses, Financials & Reserves
- Adjuster and Supervisory Notes Access
- Report Templates
- Scheduled Reports
- OSHA Logs, if desired
- Self-Insurance Plans Annual or Periodic Reports
- State and Federal Required Annual and Periodic Reporting as requested by Adams County including, but not limited to:
 - First Notice of Loss (EDI) electronic reporting to the Division of Workers' Compensation
 - ERM-6 submission to NCCI for Experience Modification Factor
 - Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 CMS query and reporting
 - Central Index / ISO
- Periodic Cost Containment Reports
- Claim System Training
- Help Desk Access
- Customer Service Unit Support



Please explain in detail your pricing. (15 min.)

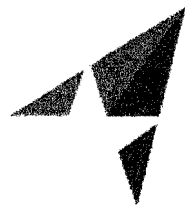
What are the specific fees outside/in addition to the flat rate? Claim service fees do not include services defined as Allocated Loss Adjustment Expense (ALAE) (please read further for full definition), whether such services are performed by employees of TRISTAR or others. ALAE include, but may not be limited to:

- Attorney's fees and disbursements
- Fees and expenses incurred for handling any legal actions, including trials or appeals including deposition fees; cost of appeal bonds; court reporter or stenographic services, filing fees, and other court costs, fees and expenses; transcript or printing services and all discovery expenses; service of process; witnesses' testimony and corresponding travel expenses, opinions, or attendance at hearings or trial;
- Statutory fines or penalties
- Pre- and post-judgment interest paid as a result of litigation, unless regulatory or reporting requirements define such interest as loss or indemnity payments;
- Subcontractors' fees and travel expenses, including independent adjusters, automobile and property appraisers.
- Experts' fees and expenses, for advice, opinions, or testimony concerning claims under investigation or in litigation and costs of appraisals
- Fees and expenses for surveillance, undercover operative and detective services or any other investigations
- Costs of legal transcripts of testimony taken at coroner's inquests, criminal proceedings, or civil proceedings;
- Fees and expenses for medical examinations, or autopsies, including diagnostic services, and related transportation services; durable medical equipment; and medical reports and rehabilitation evaluations, unless regulatory or reporting requirements define such fees and expenses as loss or indemnity payments
- Fees and expenses for any public records, medical records, credit bureau reports, index bureau reports
- Costs of photographs and photocopy services
- Medical or vocational rehabilitation fees and expenses



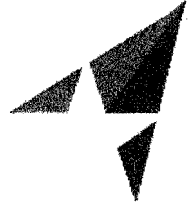
Please explain in detail your pricing. (15 min.)

- **Medical cost containment services, including, but not limited to:**
 - **Medical Bill Review (Fee Schedule) – \$8.50 per bill**
 - **Preferred Provider Organization Network Access and Specialty Bill Review through TRISTAR Managed Care: 26% of Savings (Post Fee Schedule and Usual & Customary)**
 - **Telephonic Medical Case Management:**
 - **\$98.00 per hour, if performed by TRISTAR outside the dedicated staffing unit, OR**
 - **First 30 days: \$333 per claim**
 - **Second 30 days: \$210 per claim**
 - **Each 30 days until closure: \$175 per claim**
 - **Field Case Management, if performed by TRISTAR:**
 - **\$105 (Colorado) per hour plus Mileage at IRS mileage rate (travel time within County is 50% of hourly rate or \$52.50 per hour)**
 - **\$125 CA/AK/HI/NY plus Mileage at IRS Mileage rate**
 - **\$105 All Other States plus Mileage at IRS Mileage rate**
 - **Utilization Review Inpatient: \$125 per pre-certification and \$105 per hour for length of stay and discharge planning, and management, if performed by TRISTAR outside dedicated staffing unit**
 - **Utilization Review Outpatient: \$125 per pre-certification**



Please explain in detail your pricing. (15 min.)

- Concurrent Review Inpatient/Outpatient: \$125 per hour, if performed by TRISTAR outside dedicated staffing unit). This is done when a claimant is hospitalized or when claimant is getting outpatient treatment. The review is done as treatment progresses to ensure duration and type of treatment meet appropriate guidelines.
- Catastrophic Case Management: \$130 per hour plus mileage, high level of RN interaction with immediate response to significant injury e.g. severe head injury, severe burns, gunshot. These are typically claims that require immediate reporting to carrier or excess carrier.
- Peer Review Level 1: \$200 Flat Rate per Peer Review of episodes of care identified on medical bill review. (includes review of medical records and communication of decision in writing to all parties)
- Peer Review Level 2: \$250 flat rate when assigned by a nurse case manager following case manager file review, or receipt of a referral by adjuster for review. (Includes review of medical records, discussion with treating physician and communication of decision in writing to all parties).
- Provider Ebill, if any, through TRISTAR Managed Care: \$1.00 per bill
- Costs of independent medical examinations and/or evaluations for rehabilitation and/or to determine the extent of the County's liability
- State mandated electronic data interchange (EDI) costs, if applicable (No Fee, if performed by TRISTAR)
- ISO Index (No fee if provided by TRISTAR)
- Federal query/reporting fees for Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, and Medicare Set-Asides (No Fee, if performed by TRISTAR)
- Telephonic First Notice of Loss Intake (No fee, if performed by TRISTAR)
- Extraordinary travel and related fees and expenses incurred by TRISTAR at the express request of the County, which are not otherwise payable under this Agreement.



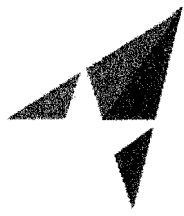
Please explain in detail your pricing. (15 min.)

Date Conversion: \$2,000 (One-Time Fee), and includes, but is not limited to:

- **Mapping/Plotting of data elements**
- **Test runs/exception reports and correction of any data flows**
- **Converting data over to TRISTAR claim systems**
- **Balancing financials (reserves and paid amounts)**
- **Storage of claim records**

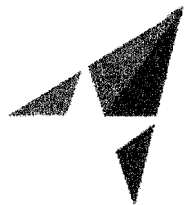
What is the fee for current open/tail claims?

- **The open/tail claims are included in the Flat Annual Fee.**

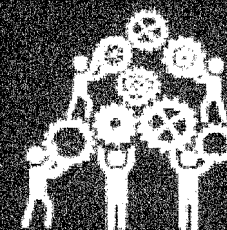
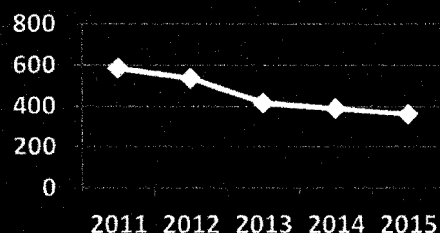


Additional Questions (approx. 15 min)

- **What is your implementation timeline?**
 - It is our understanding that the County will transfer claims effective 9/1/16.
- **Which adjusters will be assigned to our account?**
 - Norie Mayne, Senior Workers' Compensation Adjuster
 - Leo Casillas, Medical Only Workers' Compensation Adjuster
- **What is the maximum/cap number of claims assigned to an adjuster?**
 - Up to 150 claims for an Indemnity Adjuster and up to 250 claims for a medical only claims adjuster
- **How often will you staff claims with us?**
 - Quarterly, or more frequently as requested or necessary
- **How do you manage Return to Work?**
 - Proper and timely use of medical management; aggressive pursuit of return to work; timely assignment of nurse case manager; and aggressive pursuit of maximum medical improvement status are all considerations in disability management best practice including predictive return to work modeling tools



IN SUMMARY, ADAMS COUNTY – Customized Self-Insured Program - TRISTAR Managed Claims Administration Program (TMCAP) for Rigorous Financial Management Utilizing Public Entity Experts with Sophisticated Technology Tools and Effective Workflow Processes



CUSTOMIZED PROGRAM – PROGRAM IMPROVEMENTS

- TRISTAR Managed Claims Administration Program (TMCAP)
- Decrease High Frequency / Severity
- Pharmacy Benefit Manager – Control Medication Costs/Management of Opiates and Compound Drugs
- Medical/Legal Cost Containment
- Audits / Performance Measurements
- Claims and Expense Avoidance

STATE & FEDERAL REGULATORY REPORTING

- Self-Insured Reporting Requirements on Behalf of the Adams County
- CMS / Section 111 Medicare, Medicaid and SCHIP Extension Act of 2007, Central Index Bureau, OSHA
- Legislative Updates
- Training and Audit to Adhere to Rules and Procedures

TEAMWORK

- Dedicated Staff
- Public Entity Experience
- Colorado Office
- 24/7 Call Center
 - Recorded Calls
 - Escalation for Catastrophic Events
 - PPO Networks
- Single Philosophical and Management Approach
- Integrated Multi-Disciplinary Team Approach
- On-going Program Improvement Opportunities



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We live in a rapidly changing world. One that demands Resilience. Experience. Vision. Our clients need the confidence of knowing that when they need help, we're here.

We provide the expertise and scale when managing claims, with a hands-on approach built on a commitment to personal service. Whenever our clients need us.

The world is full of uncertainties, but TRISTAR clients have the confidence of knowing their service provider is going to stand by them.

**transforming risk into
opportunity**



Exhibit A: Data Transfer Request Form



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Requested Items for Transfer of Claims Data

Upon Notification of Transfer:

- Data file layout documentation
- Printed or electronic (preferred) documents of all applicable tables in system including:
 - Injury/incident codes (part of body, kind, nature, incident type, agency, etc.)
 - Payment, reserve and recovery type codes
 - Job Class
 - Line of business/coverage codes, if applicable
 - Policies, if applicable
 - Location/department/organizational structure
 - Occupations
 - All other relevant tables
- Electronic media containing complete test data (CD/FTP. **FTP** preferred)
 - Complete claim detail
 - Detailed payment transactions
 - Detailed reserve transactions
 - Detailed recovery transactions
 - Notes
- Supporting prior month-end Summary report with totals for number of claims, paid-to-date, reserves, recoveries and total incurred for conversion validation

Upon Transfer of Claim Files:

- Electronic media containing final data (CD/FTP. **SFTP or FTP** preferred)
 - Complete claim detail
 - Detailed payment transactions
 - Detailed reserve transactions
 - Detailed recovery transactions
 - Notes
 - File Images and index file (for paperless system)
- Summary report with totals for number of claims, paid-to-date, reserves, recoveries and total incurred.

Send Information and Data to:

Avinash Tilak
TRISTAR Insurance Group
100 Oceangate, Suite 700
Long Beach, CA 90802

Electronic mail: Avinash.Tilak@tristargroup.net
(Ten megabyte attachment limit)

562-495-6600 Ext. 1740
562-495-6682 fax

Exhibit B: Implementation Plan

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TRANSITION AND IMPLEMENTATION PLAN
Prepared For Adams County - Colorado

Tasks and Dates To Be Modified when Contract Awarded as approved by the Adams County

| TASK | TASK GROUP | STAKEHOLDER | START | END |
|---|----------------------------|--|-------|-----|
| Award to TRISTAR Group | Planning | Adams County | | |
| Initiate Project | Planning | TRISTAR / Adams County | | |
| TRISTAR Group Transition Team - Internal Meeting | Planning | TRISTAR Team | | |
| Identify Adams County Team | Planning | Adams County | | |
| Execute Contract | Planning | TRISTAR CEO/Adams County | | |
| Establish daily/ periodic conference calls regarding project updates with Adams County | Planning | TRISTAR/Adams County | | |
| Establish roles and responsibilities | Planning | TRISTAR/Adams County | | |
| Introduce baseline project plan | Planning | TRISTAR Team/Ops | | |
| Establish ongoing meetings timetable and format | Planning | TRISTAR Team/Ops | | |
| TRISTAR to provide current insurance certificates, licenses, etc. as required by the Adams County | Planning | TRISTAR Team/Client Services Unit | | |
| Secure workers' compensation/liability excess insurance policies/coverage forms/ | Planning | Adams County/TRISTAR Client Service Unit | | |
| Review loss runs | Planning | Adams County/TRISTAR Team/Ops | | |
| Staff Recruiting and Development | | | | |
| Assign Staff - Review Service Requirements | Staffing | TRISTAR Team/HR | | |
| Employee training - TRISTAR System and Adams County Claim Handling Instructions | Staffing | TRISTAR Branch Manager | | |
| Workflow and Training | | | | |
| Develop workflows in accordance with Adams County and TRISTAR Best Practices | Claim Processing | TRISTAR Team /Client Service Unit | | |
| Establish claims reporting procedures including emergency protocols/escalation procedures | Claim Processing | TRISTAR Client Service Unit/IT | | |
| Determine if Adams County will utilize FNOL /Nurse Triage | Claim Processing | TRISTAR / Adams County | | |
| Develop catastrophic loss procedure | Claim Processing | TRISTAR/Client Service Unit | | |
| Workflow testing | Claim Processing | TRISTAR/Client Service Unit/IT | | |
| Implementation of workflow | Claim Processing | TRISTAR Team | | |
| Develop management monitoring plan including QA protocols | Claim Processing | TRISTAR Client Service Unit/QA Ops | | |
| Training of staff taking over existing/open files | Claim Processing | TRISTAR Client Service Unit/QA Ops | | |
| Regulatory and compliance assurance - licensing and continuing education | Claim Processing | TRISTAR Client Service Unit/QA Ops | | |
| Identify claims currently receiving TD, identify files in litigation | Claim Processing | TRISTAR Client Service Unit | | |
| Triage and Review all claim files enter plan of action | Claim Processing | TRISTAR Client Service Unit | | |
| Service Agreements and Authorities | | | | |
| Develop Service Instructions with Adams County (adopt best practices in RFP) | Claim Service Requirements | TRISTAR Client Service Unit | | |
| Develop authority levels for settlement and reserve consultation | Claim Service Requirements | TRISTAR Client Service Unit | | |
| Determine reporting levels to Adams County | Claim Service Requirements | TRISTAR Client Service Unit | | |
| Determine case management protocols | Claim Service Requirements | TRISTAR Client Service Unit | | |
| Determine schedule for Bill Review. Obtain history BR | | | | |
| Determine legal counsel requirements with Adams County | Claim Service Requirements | TRISTAR Client Service Unit | | |
| Pharmacy Benefit Management (PBM) implementation plan (EDI transfers/set-up) | Claim Service Requirements | TRISTAR TMC/Client Service Unit | | |
| Document current cost containment service providers (radiology, physical therapy, transportation, translation, implantable devices, etc.) | Claim Service Requirements | TRISTAR TMC/Client Service Unit | | |
| Integrate existing RTW programs | Claim Service Requirements | TRISTAR Client Service Unit | | |
| Labor Agreements, if applicable to workers' compensation | | TRISTAR / Adams County | | |
| Ongoing adjuster training (best practices/system,etc.) | Claim Service Requirements | TRISTAR QA Ops | | |



TRANSITION AND IMPLEMENTATION PLAN
Prepared For Adams County - Colorado

Tasks and Dates To Be Modified when Contract Awarded as approved by the Adams County

| TASK | TASK GROUP | STAKEHOLDER | START | END |
|--|----------------------------|--|-------|-----|
| Advise existing claimants of new adjuster contact info | Claim Service Requirements | TRISTAR Client Service Unit/Adams County | | |
| Advise all state, federal and other regulatory agencies of new reporting 800# and mailing address | Claim Service Requirements | TRISTAR Client Service Unit/Adams County | | |
| Advise workers' compensation/liability excess carriers of administrative changes | Claim Service Requirements | TRISTAR Client Service Unit/Adams County | | |
| Advise City's workers' compensation/liability excess carriers (if any) of administrative changes | Claim Service Requirements | TRISTAR Client Service Unit/Adams County | | |
| Review all standard submission forms, employee notification forms, claimant forms, denial forms | Claim Service Requirements | TRISTAR Client Service Unit/Adams County | | |
| Schedule webinar and initial orientation meetings | Claim Service Requirements | TRISTAR Client Service Unit/Adams County | | |
| Schedule training for the City on-line access users | Claim Service Requirements | TRISTAR Client Service Unit/Adams County | | |
| Review and establish report package | Claim Service Requirements | TRISTAR Client Service Unit/Adams County | | |
| Claim Transfer | | | | |
| Notification to providers regarding bill submission, i.e.; PO Box / Electronic Submission | Incumbent Transfer | TRISTAR Client Services Unit/Bill Review | | |
| Claimant Notification | Incumbent Transfer | Adams County / TRISTAR | | |
| Send out letters to claimants (WC) | Incumbent Transfer | TRISTAR / Sedgwick | | |
| Stop processing medical bill review | Incumbent Transfer | TRISTAR | | |
| Issue advance TD checks to give to TRISTAR | Incumbent Transfer | TRISTAR | | |
| Transfer open physical files to TRISTAR | Incumbent Transfer | TRISTAR Branch Operations | | |
| Transfer closed physical files, if any. Discuss back-scanning initiatives | Incumbent Transfer | TRISTAR/Adams County | | |
| IT and RMIS | | | | |
| Review special claim types, if any | RMIS | TRISTAR/Adams County | | |
| Obtain test data, imaged files for mapping, begin mapping | RMIS | TRISTAR IT | | |
| Obtain table / layout file | RMIS | TRISTAR IT | | |
| Discuss CMS report files/Current BR Vendor sending ICD9/10 codes to State | RMIS | TRISTAR IT/Medata | | |
| Obtain historical bill review data - past two years | RMIS | TRISTAR IT/Rising Medical/Medata | | |
| FNOL Script and Automated Pool/Member/Branch Notification | RMIS | TRISTAR IT/Call Center/Adams County | | |
| Identify FROI process /Discuss Call Center /EDI from City RMIS and/or HR | RMIS | TRISTAR IT/Adams County | | |
| Obtain Adams County Organization Structure/Hierarachy in claim system | RMIS | TRISTAR Client Service Unit | | |
| Establish logins for Adams County authorized users. | RMIS | TRISTAR Client Service Unit | | |
| Claims system training of Adams County users, initial training. Establish on-going training sessions,webinars. | Claim Service Requirements | TRISTAR Client Service Unit | | |
| Mechanism to identify track claims for minor claimants (age at injury date under age of majority for that state) | RMIS | TRISTAR IT | | |
| Review email encryption requirements | RMIS | TRISTAR IT | | |
| Obtain litigated, subrogated file list | RMIS | TRISTAR IT | | |
| QA will need to add global settlements documents to claim system correspondence | RMIS | TRISTAR IT | | |
| Review standard forms | RMIS | TRISTAR IT | | |
| Review Automatic triggers | RMIS | TRISTAR IT | | |
| Establish Adams County email | RMIS | TRISTAR IT | | |
| Banking | | | | |
| Review banking processes with Adams County | Banking | Accounting | | |
| Establish approved signatures, complete bank card | Banking | Accounting | | |
| Ensure fraud language on back of checks | Banking | Accounting | | |



TRANSITION AND IMPLEMENTATION PLAN
 Prepared For Adams County - Colorado

Tasks and Dates To Be Modified when Contract Awarded as approved by the Adams County

| TASK | TASK GROUP | STAKEHOLDER | START | END |
|--|-----------------|-------------------------------------|-------|-----|
| Establish monthly finance reports for Adams County (payment reports, vouchers, etc.) | Banking | Accounting | | |
| Test check issuance | Banking | Accounting | | |
| Accounting | | | | |
| Vendor Adds | Accounting | TRISTAR Finance/Client Service Unit | | |
| Compensation and Audits | | | | |
| Invoice timing and format | Accounting | | | |
| Internal audit | QA | TRISTAR | | |
| External audits | QA | TRISTAR / Adams County | | |
| Performance measurements | QA | TRISTAR / Adams County | | |
| Account Management | | | | |
| Schedule on-going meetings for claim and customer service reviews | Client Services | TRISTAR / Adams County | | |

Thank You!

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