



citycounty insurance services
cisoregon.org

Request for Proposals (RFP)

Workers' Compensation
Third-Party Adjusting Services
CIS Runout of Claims

CIS
1212 Court St. NE
Salem, OR 97301
(503) 763-3800

RFP Schedule	
Issuance of RFP:	February 24, 2021
Submission of Questions about the RFP:	March 10, 2021
Proposal Due:	March 24, 2021
Anticipated Contract Award:	May 5, 2021

MAIN OFFICE • 1212 Court Street NE, Salem, OR 97301 • Phone 503-763-3800 or 800-922-2684 • Fax 503-763-3900
CLAIMS OFFICE • PO Box 1469, Lake Oswego, OR 97035 • Phone 503-763-3875 or 800-922-2684 ext 3875 • Fax 503-763-3901

**REQUEST FOR PROPOSALS
FOR
WORKERS' COMPENSATION
THIRD-PARTY ADJUSTING SERVICES
CIS RUNOUT OF CLAIMS**

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified vendors to provide workers' compensation third-party adjusting (TPA) services for CIS Trust ("CIS"). Since 1986, CIS has provided workers' compensation coverage to Oregon cities and counties as a self-insured group. Effective July 1, 2021, CIS is obtaining workers' compensation from SAIF Corporation for CIS member cities and counties. We are seeking a TPA to administer the tail of claims.

B. BACKGROUND

CIS is a public entity that provides insurance and risk management services to Oregon cities and counties and other public entities created by these cities and counties. Based in Salem, CIS was formed in 1981 by its parent organizations, the League of Oregon Cities and Association of Oregon Counties. Most cities and counties in Oregon participate in one or more CIS programs (property, liability, workers' compensation, and health benefits). These participating entities are considered CIS members.

CIS currently self-administers workers' compensation claims but is seeking a TPA to administer claims as of July 1, 2021. At present, there are 179 cities and counties covered by the CIS workers' compensation self-insured group.

We expect 350-400 open claims on July 1, 2021, about equally split between indemnity and medical only. We expect 30 – 50 new claims submitted after July 1, 2021. [Appendix C](#) has a breakdown of the types of claims that have on-going payments or are open as of February 1, 2021. We expect a similar number to still be open on July 1, 2021.

II. SCOPE OF WORK

The successful vendor shall provide TPA services. Specific duties will include, but not be limited to, the following:

1. The TPA shall receive, review, evaluate, and record all claim and loss notices received from CIS and process all claims in accordance with applicable Oregon laws, rules, and regulations.
2. The TPA shall evaluate claims to determine compensability; determine and apply appropriate cost containment measures; determine the correct payment or rating; evaluate injuries, disabilities and incidents for prompt resolution or settlement. Additionally, CIS requires the claims administrator perform reasonable and necessary administrative and clerical work in connection with claims and notices, including the

preparation and disbursement of checks written on an account bearing the name of CIS. The account is replenished weekly via wire transfer or as agreed by the parties.

3. The TPA shall follow Medicare CMS reporting rules, and report claims under CIS RRE number. TPA shall comply with Medicare set-aside programs.
4. CIS prefers the TPA provide medical bill review services or have a contract to provide this service. Currently CIS uses CorVel for bill review services.
5. CIS will expect claims handling in accordance with the CIS Claims Standards and Practices found in Appendix B.
6. CIS has a homebuilt claims system. It is our preference that TPA adjusters remotely use the CIS claims system. If not, a bridge between the TPA's claims system and the CIS claims system must be built.
7. Required reporting to Oregon Workers' Compensation Division.
8. CIS uses Howard Nielsen at the law firm of Tolleson Conratt Nielsen Maher & Replogle to handle workers' compensation legal matters.

CIS anticipates needing the TPA services for an initial term of three years (unless terminated earlier), with possible annual extensions thereafter until cancelled. CIS will seek opportunities to divest of claims liability after the initial three years which may result in termination of the contract at that time.

III. SCHEDULE AND SUBMITTAL

A. RFP AND EVALUATION SCHEDULE

Issuance of RFP:	February 24, 2021
Deadline to Submit Written Questions about the RFP:	March 10, 2021
Proposal Due Date:	March 24, 2021
Evaluation of Proposals, Finalists Selected:	March 31, 2021
Finalist Interviews (<i>if needed</i>):	Week of April 12, 2021
Anticipated Contract Award:	May 5, 2021
Commencement of Contract:	June 2021

B. CIS CONTACT PERSON

Scott Moss
Property/Casualty Trust Director
Email: smoss@cisoregon.org
Phone: 503-763-3840

C. WRITTEN QUESTIONS

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than the **5:00 p.m. (PT) March 10, 2021**. Questions must be in writing and may be e-mailed to the Contact Person above. CIS will not be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above.

D. PROPOSAL SUBMITTAL

1. General

Proposals must be received by **5:00 p.m. (PT) on March 24, 2021**. Any proposal received after this date and time will not be considered.

Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. CIS will not be responsible for, nor accept as a valid excuse, any delay the method of delivery used by the Proposer except where it can be established that CIS was the sole cause of the late receipt.

2. Method of Submittal

The proposal must be submitted in electronic form in an email to the [Contact Person](#) above.

3. Evaluation Criteria

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to CIS. CIS expressly reserves the right to reject all proposals and make no award under this RFP.

The following criteria will be considered in evaluating the proposals:

- Quality of the proposal, including an expressed understanding of CIS' requirements;
- Qualifications;
- Experience, particularly with similar projects;
- Interviews, if conducted;

- References;
- Staffing & Project Organization;
- Work Plan/Technical Approach;
- Willingness to remotely use the CIS claims system;
- Cost Schedule;
- Miscellaneous, including exceptions/deviations

IV. GENERAL INSTRUCTIONS

A. ORAL COMMUNICATIONS

Any oral communication by CIS' [Contact Person](#) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of CIS, a proposer or selected firm(s).

B. CHANGES TO RFP

If it is necessary to make material changes to the RFP, CIS will e-mail written RFP addenda to all recipients of record of the original RFP and post such addenda on CIS' website (www.cisoregon.org/About/RFS). Recipients of record are those parties to whom CIS directly sent a copy of the RFP. Responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

It is the responsibility of the proposer to inquire of CIS as to any addenda issued. This may be done by checking CIS' website prior to the proposal submittal deadline. All addenda issued shall become part of the RFP.

C. EXCEPTIONS / DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in a separate element of the submitted proposal under the heading "Exceptions and Deviations."

D. AUTHORIZATION TO DO BUSINESS

Proposers must be authorized to do business in the State of Oregon and in the local jurisdiction in which they are located or where the work will be performed.

E. PRE-CONTRACTUAL EXPENSES

CIS shall not be liable for pre-contractual expenses incurred by a proposer in the preparation of its proposal and proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the proposer to: (1) prepare and submit its

proposal to CIS; (2) negotiate with CIS on any matters related to this RFP; and (3) any other expenses incurred by a proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit CIS to award a contract. CIS reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer simultaneously, or to cancel all or part of this RFP.

F. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS

A proposer may withdraw its proposal at any time prior to the submittal deadline by sending CIS a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by CIS and not withdrawn becomes an irrevocable offer available for acceptance by CIS immediately and for 90 days thereafter. Proposers are responsible for the accuracy of their proposals and no allowance will be made for errors or price increases that a proposer later alleges are retroactively applicable.

G. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of CIS, except for information identified by a proposer as being proprietary. A blanket statement that all contents of the proposal are proprietary will not be honored by CIS. Please note that as a public entity, CIS is subject to Oregon public records law, which may require the disclosure of information regarding proposals or a subsequent contract.

H. IMMATERIAL DEFECTS IN PROPOSAL

CIS may waive any immaterial deviation or defect in a proposal. CIS' waiver shall in no way modify the RFP documents or excuse a proposer from full compliance with the RFP if awarded the contract.

I. WRITTEN AGREEMENT

The proposer selected for contract award through this RFP shall be required to enter into a written agreement with CIS governing the provision of professional services to CIS members and other eligible entities. The agreement will include pertinent terms and conditions set forth in this RFP and will reflect the proposer's offer or the outcome of contract negotiations. The agreement will also include, to the extent applicable, the provisions described in [Appendix A](#) and any terms or conditions added by addendum.

It is anticipated that the proposer may enter into separate agreements with subcontractors to fulfill the terms of this contract. CIS will not be a party to those separate agreements, nor in any fashion a guarantor or indemnitor of them.

J. TERM OF CONTRACT

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement, which CIS expects to be in June 2021. No agreement with CIS shall be in effect until a contract has been approved by the CIS Board of Trustees or designee and has been signed by both parties.

The initial term of the contract is anticipated to be three years (unless terminated earlier), with possible annual extensions thereafter until cancelled. CIS will seek opportunities to divest of claims liability after the initial three years which may result in termination of the contract at that time.

K. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of CIS.

V. PROPOSAL FORMAT AND CONTENT

The proposal submitted in response to this RFP must contain the information required in Sections A through E below. Brevity is preferred. For the questions in Sections B through D, please precede your answers with a restatement of the question. If you intend to use any subcontractors in fulfillment of services, information should be furnished for both your firm and the subcontractors where appropriate.

Submitting general marketing materials about your firm in lieu of providing specific answers to questions will not be acceptable. If you wish to submit marketing materials, you should do so as a separate addendum rather than as part of the formal response.

A. COVER LETTER

All proposals must include a cover letter addressed to the Contact Person in Section III, B above. At a minimum, the cover letter must contain the following:

- Identification of the proposer, including business name, address, and telephone number.
- Name, title, address, telephone number, and e-mail address of a contact person during the period of proposal evaluation.
- Acknowledgment of RFP addenda received, if any.
- A statement that the proposal shall remain valid for a period of not fewer than 90 days from the due date for proposals.
- Any exceptions to any specified criteria in this RFP.

- Identification of any information contained in the proposal which the proposer deems to be confidential or proprietary and wishes to be withheld from disclosure. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by CIS.
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

B. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

1. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually. Certify that the firm is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency.
2. Describe your firm's experience and qualifications for providing the required services to CIS. Specifically highlight those qualifications that distinguish you from your competitors. The focus should be on recent experience within the last **5 years** that is relevant to the [Scope of Work](#) outlined in this RFP.
3. Describe your firm's approach to TPA services.
4. Describe your firm's ability for medical bill review.
5. Indicate your willingness to remote into the CIS claims system or describe how a bridge can be built connecting claims systems.

C. STAFFING AND PROJECT ORGANIZATION

1. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of the number of years with your firm, qualifications, professional certifications, job functions, current claims load, and office location(s). Designate an Engagement Manager who would be ultimately responsible for the relationship and a Project Manager who would provide day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.
2. Include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

D. WORK PLAN / TECHNICAL APPROACH

1. Describe any functions which your proposal contemplates will be performed by CIS staff.
2. Prepare an implementation plan with processes and time frames.

E. COST SCHEDULE

The Proposer's cost schedule must be submitted with the proposal and should include the following, as applicable:

Implementation Fee (if any)
Banking Fee (if any)
Annual Fee (if any)
Subrogation Percentage
Legal Bill Auditing
Indexing Fee
Medicare Agent Reporting Fee
Medicare Set-Aside Fee
Hourly cost to construct IT bridge (if necessary)
Bill Review & Usual and Customary Charges
Pharmacy Fee
Nurse Review Fee
State EDI
Medical Only Claim (life fee per claim)
Loss Time Claim (life fee per claim)
Any other charges or fees.

As an option, CIS Is will consider a -flat annual contract fee or a one-time fee for handling all claims up to five years.

All costs are to be contained in this schedule. For each service element, include a cost and state a grand total for all service elements. Include any applicable fees, such as administration fees.

The schedule should also include the method used to charge for any special requests, reports, or broadening of the scope of the work beyond that described in this RFP, including the methodology for extension of rates in subsequent contract years.

This section must also include payment terms required for services rendered and a preferred schedule of billing dates.

F. SAMPLE CONTRACT

Submit a sample of your standard agreement for services with your response. Required provisions for the agreement are described in [Section IV\(I\)](#) above and [Appendix A](#) below.

APPENDIX A – CIS CONTRACT CONSIDERATIONS

CIS contracts will be subject to the following standards. These are not exclusive and other contract clauses and provisions will obviously be applicable as well. However, these are areas respondents to CIS RFPs should be aware of in considering and preparing responses.

A. MANDATORY PROVISIONS:

1. Indemnity Provision. There shall be no provision requiring CIS to indemnify contractor for contractor's acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:

Contractor agrees to hold harmless, indemnify, and defend CIS, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. CIS agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the acts or omissions of CIS or its officers, employees, subcontractors, or agents pursuant to this Contract.

2. Independent Contractor Status. The following shall be included in CIS contracts:

Contractor shall perform the required services as an independent contractor and not as an "officer, employee, or agent" of CIS as those terms are used in ORS 30.260 through 30.300. Although CIS reserves the right to evaluate the quality of the service provided by Contractor, CIS will not control the means or manner of Contractor's performance.

3. Governing Law and Venue. CIS contracts shall subject to the laws of Oregon and venue for any disputes arising out of the contractual relationship. The contract shall include the following clause or the substantial equivalent:

This contract shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between CIS and Contractor arising from or related to this contract shall be brought and conducted in the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Oregon.

4. Insurance. Except under special circumstances, and with the approval and consent of CIS Executive Director, the following minimum insurance provisions shall be specified in the contract:

During the term of this contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:

- a. Workers' Compensation insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers".
- b. Comprehensive General Liability insurance applicable to the services provided to CIS, with a combined single limit, or the equivalent, of not less than \$2,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.
- c. Automobile Liability insurance applicable to the operation of Contractor's trucks or automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
- d. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits without 30 days prior written notice from the Contractor or its insurer(s) to CIS.
- e. Certificates of Insurance. As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to CIS as soon as practicable upon written request by CIS. If requested, complete copies of insurance policies, shall be provided to CIS.

B. OTHER CONTRACT CONSIDERATIONS:

1. Limitations on Liability and Warranties. Responses to RFPs should include a description of any limitations on liability to either CIS or purported third party liability limitations contractor would propose to include in a contract with CIS. These provisions are disfavored and will be a consideration in our review and comparison of RFP responses.
2. Termination. While termination provisions are negotiable, any provision that would not permit CIS to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:
 - a. This contract may be terminated at any time by mutual written consent of the Parties.
 - b. CIS may, at its sole discretion, terminate this contract, in whole or in part, upon 30 days written notice to contractor. In the event of such a termination, CIS agrees to pay Contractor the fees and expenses reasonably incurred prior to such termination.

- c. CIS may terminate this contract immediately upon notice to Contractor, or at such later date as CIS may establish in such notice, if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 10 business days after delivery of CIS' notice, or such longer period as CIS may specify in such notice.
 - d. Contractor may terminate this contract upon 10 days' written notice to CIS if CIS fails to pay Contractor pursuant to the terms of this contract and CIS fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.
3. Dispute Resolution. Mandatory arbitration provisions are disfavored. Our position is that alternative dispute resolution is encouraged, but arbitration should be undertaken only when both parties agree to it at the time of the dispute. If arbitration is undertaken, we would not consent to the rules and procedures of the American Arbitration Association. Other standard rules are available, or the parties can simply agree to rules and procedures as they deem appropriate. Provisions requiring mediation as a precedent to other legal action are acceptable.

APPENDIX B – WORKERS’ COMPENSATION CLAIMS STANDARDS AND PRACTICES

Claim Intake and Assignment

Reports of claims are received by mail or fax on an 801 or by on-line completion of the 801. Notice may also be received from medical providers on an 827.

In the case of fatal claims, the legal party to the claim will sign the 801, not the employer. Employer will notify OSHA within 8 hours.

Initial Handling

New claims are set-up for the examiner. If it is time-loss claim, the examiner will begin the 3-point contact and investigation within 24-hours and set reserves within 5 days.

Investigations

Examiners have latitude to perform investigations depending on the circumstances of the case.

Reserving

Examiners will reserve claims based on the probable outcome.

Claims Assistant Workflow:

Assignments are given through Planner. The default deadline is 5 business days.

Litigation

Examiners will work with Howard Nielsen at Tolleson Conratt Nielsen Maher & Replogle

Closed Claims

Closed claims should be coded as Closed with Ongoing Payments for hearing loss claims, etc.

Return to Work

The examiner and Return to Work Specialist will work together to help injured employees to return to transitional work.

Bill Review/RX

Medical and pharmacy bills will be approved by the examiner and submitted to Bill Review.

Settlements

Claims can be settled by “Disputed Claims Settlement” (DCS) on denied cases or Claim Disposition Agreement (CDA).

- Examiners have \$25,000 settlement authority. *(changed to \$25,000 on 10/28/15 by SM)*
- The CIS WC Claims Supervisor or Manager can approve settlements up to \$ \$50,000.
- Settlements of \$50,000 - \$100,000 will be discussed with and approved by the P/C Trust Director.
- Proposed settlements over \$100,000 will be presented to the Claims Committee for review and authorization.

File Closure

Disabling claims will be audited within 14 days of the NOC. A letter documenting an overpayment will be sent within 30 days of the NOC.

Retro Reserve Reimbursement: For retroactive reserve claims, reimbursement is requested from the Retroactive Reserve Fund quarterly. Claims will be periodically reviewed to verify continued eligibility. The monthly benefit rate will be changed after each notification of a rate increase. This will usually happen on October 1st of each year.

Added on 2/13/19:

(“Compass” is CIS’ internal claims administration system, “DocLoc” is short for Document Locator, CIS’ internal document management system)

Job Expectation	Measurement
Correct average weekly wage in Compass	No errors
1502 information correct	No errors
Send only one concur letter	Document in Compass
Call provider if no response to concur letter	Document in Compass
Answer phone calls when at desk. If unable to answer, return call by the next business day.	Document all phone calls placed and all phone calls received.
Select correct doctor listing in Compass database. If there is a new doctor, update the claim in Compass.	Document in Compass
Timely and accurate Notice of Closure	Document in Compass, if NOC not timely or accurate, document why.

Job Expectation	Measurement
Paperless files documented correctly in DocLoc	No errors in DocLoc
When a reserve change is made, add chronicle note to explain change. Provide the rational for the change, not just the dollar amount of the change.	Document in Compass
Update Compass with the current mailing address for the injured worker.	Document in Compass
Document initial contact with worker. Add diary to follow-up with the worker if a message is left.	Document in Compass
If no medical records are received when a claim is set-up, contact the medical provider to provide the claim number/billing address.	Document in Compass
All claims accepted or denied timely. If an IME is needed to determine compensability, it will be scheduled to allow compensability to be determined by the accept/deny deadline.	Document in Compass
On task assignments, include all information the assistants need to complete the assignment.	Document in Compass and Trello
For a claim that involves subrogation or restitution, use the subrogation or restitution note type to provide the information the assistants need to send a restitution letter or third-party election letter. If it is confirmed that restitution is a dead end, add note to document.	Document in Compass
When appropriate, request a penalty against a provider if they bill the worker after a letter is previously sent asking the provider to not bill the worker.	Document in Compass.
Detailed Compass notes that document an action plan, a med stat estimate and evidence of proactive claims management, especially with indemnity claims.	Document in Compass
Document discussions with defense attorney on litigated claims.	Document in Compass

The average weekly wage for all time loss claims, including salary continuation claims, must be based on earnings for the 52-week period prior to the injury date or records from the hire date until the injury date if the employee has worked for the employer for less than a year.

New calculation rules went into effect on 2/21/18 and changed the method for determining the worker's average weekly wage if the worker had irregular wages and had experienced an increase or decrease in the rate of pay during the 52 weeks before the date of injury. The rate of compensation may include regular wages, irregular wages, or both.

Examiners will be familiar with OAR 436-060, which can be found here:
<https://wcd.oregon.gov/laws/Documents/Fullsets-436/436-fullset.pdf>

Reinsurance Reporting

Effective 1/1/19, NLC Mutual will provide excess coverage for \$500,000 to the \$1,250,000 level where Midwest Currently provides coverage. As of 1/1/19, the coverage is in effect for the next 18 months. The contact is Matt Jacobs, mjacobs@niis.com

Effective 7/1/14, the excess carrier is Midwest Employers Casualty Company (MECC). The SIR is \$1,250,000.

A First Notice of Loss must be submitted within 30 days after the occurrence of any of the following events:

The total paid loss exceeds \$250,000 or the total incurred amount of loss (paid and reserves) exceeds 50% of the retention, whichever occurs first;

An injured employee misses 52 weeks of work as a result of the injury, even if the claim is being contested.

An injured employee has petitioned to be deemed, is accepted as, awarded, or found to be catastrophically or permanently and totally disabled under the Workers' Compensation Law;

An accident or disease exposure involving injury to two or more employees;

An employee is diagnosed with cancer, heart disease, lung disease, infectious disease or other disease that is presumed to be, or found to be, compensable.

Catastrophic claims must be reported immediately (within 5 days), even if you are contesting liability, and include the following types of injuries:

Fatality

Brain injury

Paralysis of any part of the body

Spinal cord injury
Serious burn injury (burns over 25% of the body)
Crushing or massive internal injury
Amputation of a major extremity
Partial or total loss of vision in one or both eyes.

Call MECC at 1-877-503-0485 to report catastrophic claims. Call 877-975-2667 with questions. Submit the First Notice of Loss to Claimtpa@mwecc.com along with copies of the most recent narrative medical report, nurse case manager report, check register and any legal summary reports. Unless requested, it is not necessary to submit a complete claim file.

When reporting an excess claim or requesting reimbursement, the link is:

<https://www.mwecc.com/claims-administrator/Pages/Claims-Forms.aspx>

Effective 07/01/10-6/30/14 Coverage is with Arch. SIR is \$750,000 for non-public safety and \$1,500,000 for public safety.

Arch Insurance Group
P.O. Box 542033
Omaha, Nebraska 68154

Arch Insurance Company, c/o Wexford Underwriting Managers
101 California Street Ste 2800, San Francisco, CA 94111
Attn: Linda Gaide, VP Claims gaide@wexfordgroup.com Tel. 415-743-5725
Policy # 11WCX59408 00: 7/1/07/08 and 7/1/08/09

Effective 07/01/05-6/30/10 the excess carrier for CIS is Arch.) SIR is \$500,000.

Prior to 7/1/05, the excess carrier was NLC Mutual who wrote coverage in excess of \$250,000 for each claim/occurrence.

Any claims with dates of injury prior to 7/1/05 (dating back to 1992) must be reported to NLC Mutual if the reserves exceed \$100,000, or if the injury involves a fatality, serious head trauma, spinal cord injury, amputation, burns and disfigurement, or heart attacks. Report these claims (including AE and legal) to Matt Jacobs, mjacobs@niis.com

From 1987 to 1991, ERC (Employers Re) was the excess carrier. CIS had an SIR of \$500,000. In 1992, NLC Mutual took over as the excess carrier for CIS. (See above)

Reimbursement from the Excess insurance company will be requested by the WC examiner every 6 months.

APPENDIX C – ONGOING PAYMENTS AND OPEN CLAIMS

(As of February 1, 2021. These will vary with new claims added and closed)

Coverage Year	Closed with Ongoing Payments	Open			
1986-1987	1	0			
1989-1990	3	0			
1992-1993	1	0			
1993-1994	1	1			
1997-1998	1	0			
1998-1999	0	1			
2001-2002	4	1			
2002-2003	3	0			
2003-2004	2	0			
2004-2005	3	0			
2005-2006	1	1			
2006-2007	2	0			
2007-2008	3	0			
2008-2009	2	2			
2009-2010	1	0			
2010-2011	3	1			
2011-2012	8	2			
2012-2013	1	2			
2013-2014	3	0			
2014-2015	2	6	Death	IN	MO
2015-2016	2	4	1	2	1
2016-2017	2	8		7	1
2017-2018	4	16		10	6
2018-2019	2	22		17	5
2019-2020	13	45	1	28	16
2020-2021	16	151		48	103
Grand Total	84	301	2	112	132