

CONTRACT FOR SERVICES
BETWEEN
USIS, INC.
AND
CITY OF CARTERSVILLE

In consideration of the mutual covenants herein contained, **USIS, INC.** hereinafter referred to as the **COMPANY**, does hereby contract and agree with the **CITY OF CARTERSVILLE**, hereinafter referred to as the **EMPLOYER**, as follows:

- I. This agreement shall take effect July 1, 2021, and shall continue for a one (1) year period, unless terminated by either party as set forth herein. This contract may be terminated at the request of the **COMPANY** with ninety (90) days written notice, and the **EMPLOYER** with sixty (60) days written notice.

- II. All services rendered by the **COMPANY** will fully comply with the rules established by regulatory authorities, including the Immigration Reform Compliance Requirement, which states that during the entire duration of this contract, USIS will remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50 36-1. The **COMPANY** will perform all services specified herein, including but not limited to the following: Administrative Services, Claims Services, and Data Management Services.

A. **ADMINISTRATIVE SERVICES**

1. Prepare, file and maintain all records and reports as may be required by legal authorities (State, local and Federal) or by excess insurers. Reports will only be filed upon approval of the **EMPLOYER**.

2. Prepare, file and maintain statistical information required by the Department of Insurance or other appropriate State agencies, by required date. Reports will only be filed upon approval of the **EMPLOYER**.

B. **CLAIMS SERVICES**

1. Establish reporting procedures which are compatible with the needs of the **EMPLOYER**.

2. Provide necessary forms and instructions for use.

3. Receive and examine on behalf of the **EMPLOYER** all reports of employee injury claims.
4. Conduct investigations that will disclose all of the pertinent facts on any accident as deemed necessary to allow determination as to compensability.
5. Accept or deny all reported claims for employee injuries on behalf of the **EMPLOYER** in accordance with the applicable Workers' Compensation Law.
6. Employ outside professionals such as private detectives, expert witnesses, field claim adjusters and attorneys to assist in the investigation, should it be necessary, at the expense of the **EMPLOYER**, subject to prior approval by and consultation with **EMPLOYER**.
7. Review all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules through our specialized Cost Containment Unit.
8. Subject to approval by the **EMPLOYER**, the **COMPANY** will adjust and settle all reported claims. Payment of claims will follow city ordinance guidelines and the City Council will approve claims that exceed dollar thresholds as stated in the ordinance. Such settlement is to include preparation and execution of all necessary compromise and release agreements.
9. Prepare and maintain files necessary for legal defense of claims and/or litigation (such as actions for subrogation) or other proceedings.
10. Pay in a timely fashion and for appropriate amount all claims and expenses pertaining thereto from the Working Loss Fund. The Working Loss Fund will be established by the **EMPLOYER** and will be maintained at a dollar level sufficient to meet the monthly obligations.
11. Conduct an ongoing review of all open cases where appropriate to establish the status of each disabled employee claim in order to bring to an amicable conclusion.
12. Provide **EMPLOYER** with narrative status reports of major or litigated claims.
13. Provide coordination with rehabilitation of injured employees in the consultation, retraining and reassignment of employees with limited

physical abilities arising from covered injuries, at the expense of the **EMPLOYER**.

14. In coordination with **EMPLOYER**, maintain a current roster of qualified physicians for the treatment of covered injuries on a first and specialized basis, as well as maintaining procedures for close liaison with the treating physicians.
15. The **EMPLOYER** will establish a checking account with its bank, will complete monthly bank reconciliations and pay normal bank account related expenses regarding the checking account(s).
16. Employ outside professionals for field case management, rehabilitation, vocational training and catastrophic case management at the expense of the **EMPLOYER** subject to prior approval by and consultation with the **EMPLOYER**.

C. **DATA MANAGEMENT SERVICES** - Provide EMPLOYER' s Liability Claims Reports monthly with the following individual claim details:

1. Claimant's name and social security number
2. Date of injury or loss
3. Nature of injury or loss
4. Description of accident
5. Payments to date
6. Reserves for future payments
7. Allocated claims expense paid-to-date
8. Reserve for future allocated claims expense

D. **WORKING LOSS FUND RECONCILIATION** - Provide monthly reports as follows:

1. Report will be mailed to **EMPLOYER** fifteen (15) days after close of each monthly period.
2. Report will show:
 - a. Balance of fund at inception
 - b. Total disbursement by date and claimant

- c. Balance of fund at close
- d. Amount of reimbursement required

III. WORKERS COMPENSATION CLAIM SERVICES:

A. Service fees will be charged at a flat rate of \$10,147.50 for the twelve (12) month period.

- 1. PPO Access shall be 25% of contracted savings

IV. Other than filing of applications for self-insurance and the rendering of loss prevention services, the **COMPANY'S** performance will continue for a period of ninety (90) days after the expiration of the contract period. All reports required by regulatory authorities will be filed for the contract period. The aforementioned annual fees payable to the **COMPANY** include full consideration for all such continuing obligations.

V. INDEPENDENT CONTRACTOR:

COMPANY shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute **COMPANY** or any of its agents or employees to be the agent, employee, or representative of **EMPLOYER**.

VI. INSURANCE:

The **COMPANY** shall maintain professional liability insurance in an amount of not less than \$1,000,000 to cover damages resulting from errors or omissions of the **COMPANY**. Such coverage shall be maintained for a minimum of two years after completion of the services provided hereunder and shall provide **EMPLOYER** with certificates of insurance to evidence such coverage during this Agreement and as requested in writing by **EMPLOYER** for two years following this Agreement's termination.

VII. INDEMNIFICATION:

COMPANY shall indemnify, defend and hold harmless the **EMPLOYER** and its affiliates, officers, directors, agents and employees from an against any and all third party

claims, losses, liabilities, damages, costs, penalties, fines, interest and expenses, including reasonable attorney's fees (a "Loss"), to the extent arising from or caused in whole or in part by any breach of this Agreement or negligent act or omission by the **COMPANY** or its officers, agents, or employees. If there is a breach or negligence on the part of the **EMPLOYER**, such indemnification shall be partial and provided only to the extent of the comparative fault of the **COMPANY**.

Notwithstanding the foregoing, USIS shall have no liability under this provision for any act or omission taken by it in accordance with the written instructions of the City of Cartersville. This provision shall survive termination of this Agreement.

VII. The **COMPANY** will not assign this agreement or any responsibilities pursuant to said agreement without the express consent, in writing, of the **EMPLOYER**.

IN WITNESS WHEREOF, the **COMPANY** and the **EMPLOYER** agree to the above terms, conditions and provisions, and hereby cause this agreement to become effective.

CITY OF CARTERSVILLE

By:

Signature

Mayor
Title

Attest:

Date

USIS, INC.

By:

Signature

Sr. Executive Vice President
Title

Witness Signature

Date