

PROFESSIONAL SERVICES AGREEMENT
(Third Party Claims Administrative Services)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Commercial Risk Management, Inc.**, a Corporation, located at 2002 N. Lois Avenue, Tampa, FL 33607, authorized to do business in the State of Florida (“Consultant”).

RECITALS

WHEREAS, the City issued a Request for Proposal (No.24-204) for the Third Party Claims Administrative Services (“RFP”); and

WHEREAS, Consultant has provided the City with a written proposal in response to the RFP to provide the services as described and set out in the RFP; and

WHEREAS, the City desires to accept Consultant’s proposal (attached hereto as Exhibit “A” with its first 75 pages and remaining RFP pages are incorporated herein by the reference) in order for Consultant to render the services to the City as provided herein; and

WHEREAS, Consultant further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The Consultant shall provide Third-Party administrative service for the City’s self-insured property and casualty insurance program as more specifically described in the **RFP**, which is incorporated herein by reference and Consultant’s proposal attached hereto as an Exhibit “A”.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement and shall be for the initial period of three (3) consecutive years with possibility of extension for two (2) more one (1) year periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY’s City Commission. The renewal terms may be approved by the City Manager. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

b. Time for Completion. Time is of the essence in the performance of this Agreement. Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule as set forth in RFP or as otherwise agreed between the parties.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure event without being in default of this Agreement, but upon the removal of such force majeure event, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its sub-consultant's fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement for breach shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) business day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to the date of termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation existing under the laws of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind

whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate Consultant in accordance with the proposal attached hereto as **Exhibit “A”**. The City shall not reimburse Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the City under this Agreement and not set forth in **Exhibit “A”**. For any additional, the Consultant must receive prior written approval from the City before providing any services to be charged under the hourly rate.

b. Invoices. Consultant shall render invoices to the City for services that have been rendered in conformity with this Agreement, the RFP, and the price proposal set forth in **Exhibit “A”**. The monthly invoices shall set forth the Total Annual Cost (at monthly increments) as set forth in Exhibit “A”. Invoices will be reviewed for approval and if an invoice is not approved, the City will notify Consultant within ten (10) days of deficiencies in the invoice. Once the deficiencies are corrected and a new or amended invoice submitted, the City shall make payment within twenty (20) days. Invoices will normally be paid within thirty (30) days following the City’s receipt of Consultant’s invoice. All invoices shall be paid in accordance with the Local Government Prompt Payment Act, Section 218.70, et. seq.

SECTION 6: INDEMNIFICATION. Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney’s fees (at the trial and appellate levels), to the extent caused by the negligence, of Consultant, its officers, directors, employees, representatives and agents employed or utilized by Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes, which the parties agree applies to all claims related to this Agreement whether arising in tort or in contract.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties’ performance of this Agreement.

SECTION 8: PERSONNEL. Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant’s insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. Consultant is not authorized to use the City’s Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker’s Compensation	\$ statutory limits
Cyber liability	\$ 1,000,000 per occurrence or claim, \$2,000,000 aggregate

The commercial general liability, automobile liability, and cyber liability policies will name the City as an additional insured; all policies shall apply on a primary, non-contributing basis; and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator’s fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Consultant certifies that it and its affiliates have not been placed on the convicted vendor list within the 36 months immediately preceding this Agreement. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Lake Worth Beach
Attn: City Manager/Financial Department/Procurement Division
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and if sent to Consultant, shall be sent to:

Commercial Risk Management, Inc.
Attn: Susan E Theis, President/CEO
2002 N. Lois Avenue

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The City and Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be signed digitally and each digitally signed counterpart shall be considered as an original of the signing party.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, the RFP (which is incorporated herein by reference) and **Exhibit "A"**. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the

extent that there exists a conflict between the terms and conditions of this Agreement and the remaining aforementioned documents, the terms and conditions of this Agreement shall prevail. The RFP shall take precedence over the Consultant's proposal in Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the City in the RFP or by the Consultant in **Exhibit "A"** shall become the property of the City. Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of Consultant, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Consultant does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving

Party”) will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software (“Confidential Information”) obtained from the other party (the “Disclosing Party”); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party’s Confidential Information, (iv) that is already in the Receiving Party’s possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: DATA PROTECTION. The Consultant acknowledges that under this Agreement the City is authorizing the Consultant to access and/or receive certain City systems and/or networks which may contain data that is personal, private, and/or confidential (“City Data”) in order to perform the services required in this Agreement. In order to ensure that the City Data is protected, the Consultant agrees on behalf of itself, its employees and agents, who may have access to the City Data and/or receive the City Data, that the City Data will not be stored, copied, analyzed, monitored, or otherwise used except for the sole purposes of performing the services required under this Agreement. Consultant agrees that it will and all of its employees and agents will fully comply with all applicable laws, regulations, and government orders relating to the City Data, including without limitation all personally identifiable information (“PII”) and data privacy with respect to any such City Data. The Consultant will protect all City Data, including but not limited to PII, and will not use, disclose, or transfer such City Data except as necessary to perform the services under this Agreement or as specifically authorized by applicable law. To the extent that Consultant receives or has access to any City Data with PII related to or arising from the performance of this Agreement, the Consultant will protect the privacy and legal rights of City’s personnel, clients, customers, and agents.

SECTION 36: INFORMATION SECURITY BREACH NOTIFICATION. The Consultant agrees to notify the City within two (2) business days in writing of any discovery by Consultant of any breach or suspected breach of the provisions of this Agreement with regards to City Data or any loss or unauthorized use, disclosure, acquisition of, or access to any City Data which Consultant becomes aware of (any such breach or suspected breach being referred to herein as a “Data Breach”). Such notice shall summarize in reasonable detail the effect and potential effect on the City and any of its personnel, clients, customers, and agents, if known, of the Data Breach, and the corrective action taken or to be taken by the Consultant to safeguard the City Data and to prevent any further Data Breaches. Consultant shall promptly take all appropriate and legally required corrective actions, and shall cooperate fully with City in all reasonable and lawful efforts to prevent, mitigate, or rectify such Data Breach. The Consultant agrees to be fully responsible for and liable for any costs, expenses (including reasonable attorney’s fees), and penalties assessed against the City due to any Data Breach.

SECTION 37: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States (“Export Laws”) to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 38: SCRUTINIZED COMPANIES.

(a) Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Consultant may immediately terminate this Agreement at its sole option if the Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

(c) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) The Consultant agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

(e) The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the CITY of the same.

(f) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 39: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, the Consultant shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

(d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

(f) Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

SECTION 40: COMPLIANCE WITH SECTION 787.06.

By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the Consultant attests and warrants that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Third Party Claims Administrative Services) as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Anne Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: Commercial Risk Management, Inc.,

By: Lorie D. Dove

Print Name: Lorie D. Dove

Title: Chief Operations Officer

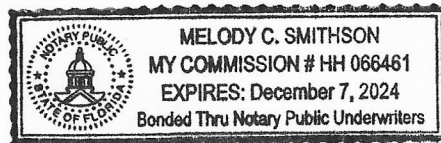


[Corporate Seal]

STATE OF Florida
COUNTY OF Hillsborough

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 4 day of September 2024, by Lorie D. Dove, as the COO [title] of **Commercial Risk Management, Inc.**, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Commercial Risk Management, Inc.**, to the same.

Melody C. Smithson
Notary Public Signature



Notary Seal:

EXHIBIT "A"
Consultant's Proposal (first 75 pages)



Commercial Risk Management

**A RESPONSE FOR PROPOSAL
PRESENTED TO:**

CITY OF LAKE WORTH BEACH

**PREPARED BY:
Susan Theis, CEO/President
stheis@crm-su.com**

June 10, 2024

**RFP # 24-204
Third-Party Administrative Services**



Commercial Risk Management

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EXHIBIT "C"

RFP #24-204 THIRD PARTY CLAIMS ADMINISTRATIVE SERVICES

RESPONDENT INFORMATION PAGE

Company Name: Commercial Risk Management, Inc.

Authorized Signature: 
Signature

Susan E Theis
Print Name

Title: President/CEO

Physical Address: 2002 N. Lois Avenue
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<u>Tampa</u>	<u>Florida</u>	<u>33607</u>
City	State	Zip Code

Telephone: 813-289-3900 Fax: 813-289-3771

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Website (if applicable): www.crm-su.com

Federal Identification Number: 591346411

This is a requirement of every Respondent

State of Incorporation: Florida



Commercial Risk Management

June 10, 2024

City of Lake Worth Beach
Financial Services/Purchasing Division
7 North Dixie Highway, 2nd Floor
Lake Worth Beach FL 33460

RE: RFP #24-204
Third-Party Administrative Services

To Whom It May Concern:

Commercial Risk Management, Inc. appreciates the opportunity to respond to RFP #24-204 for Third-Party Administrative Services. We have read, understand, and are committed to providing all services as outlined in the Scope of Services. We acknowledge Addendum # 1.

Commercial Risk Management, Inc., a privately owned Florida corporation, was founded in 1975 to serve organizations that have elected to self-insure. Commercial Risk Management, Inc. has remained a premier service company in Florida by maintaining exceptionally high standards of excellence in all areas of claims administration, telephonic nurse case management, loss control consulting, analytics, and additional services. The executive team involved in your program are owners and decision makers. In addition to the roster of services we offer, what differentiates Commercial Risk Management, Inc. from other third-party administrators, is our aggressive pricing platform.

- We do not charge an annual administration fee; our pricing is all inclusive
- We do not take any percentage of recovery from subrogation, excess, or SDTF
- Bill Review pricing at \$6.50 per bill and 24% of savings is considerably less than the industry standard
- We do not charge for claims system access or number of users
- Clients choose the vendors, providers, and case management firms they want to partner with

Your contact regarding this RFP is Susan E. Theis, President and CEO, phone 813-289-3900 and email stheis@crm-su.com. Our office is located at 2002 N. Lois Avenue, Suite 600, Tampa FL 33607. Susan Theis is fully authorized to act on behalf of Commercial Risk Management, Inc.

We anticipate our RFP Response should fully demonstrate our claims handling expertise, RMIS capabilities, and should exemplify why the City of Lake Worth Beach should choose to partner with Commercial Risk Management, Inc. We are committed to achieving and maintaining the highest standard of excellence in meeting your specific needs. Our goal is client satisfaction and retention.

Sincerely,

Susan E Theis
President



Commercial Risk Management

Tab 3 – Responsiveness & Methodology

Claim Handling Philosophy & Methodology:

1. An outline of the company's claims investigation and compensability determination process.

Workers' Compensation

Commercial Risk Management, Inc. (CRM) promptly investigates all new claims with the goal of having a disposition reached by the 14th day in accordance with statutory guidelines. Our claims personnel complete three-point contacts and confirm the formal medical diagnosis as well as causation of the injury or medical condition as it pertains to the work-related accident. There are occasions where physicians are not able to make a formal medical diagnosis without additional diagnostic testing, or a referral to a specialist may be requested to obtain a causation opinion. These activities may occur outside the 14-day window during the course of adjusting the claim. In those cases, Commercial Risk Management, Inc. will recommend the City invoke the 120-day rule, so that a complete and thorough investigation can be completed.

The adjuster will determine compensability on every claim and always with consultation with the client. When it is determined that formal investigation is necessary or required beyond the three-point contact or routine adjuster contact, a discussion will be held with the client. At that point, recommendations will be made to obtain recorded statements from the injured worker and/or other parties. Preserving initial investigation and statements from the injured worker and others may be crucial to the routine handling as well as defense of the claim in the future. Additional investigation may include ISO searches, background checks, medical canvases, diagnostic sweeps, police reports, and medical record procurement.

The need for surveillance can be triggered by the client, the adjuster, or the defense attorney based on knowledge received throughout the claim. Timing can be very important for the success of surveillance. Therefore, communication between all parties is critical. Authorization for surveillance is always received from the client, and the assignment may be made by the client.

Once a claim has been completely investigated, a determination is made on whether to recommend a denial of the claim to the client. The ultimate decision of whether to deny a claim rests with the client. The process of developing a recommendation includes

consultation with the adjuster and the client (and defense counsel if necessary). If a denial is issued on a claim, the employee will receive the Notice of Denial in writing and will also be contacted by the adjuster to explain the reasons for the denial.

Our acute sensitivity to the litigious nature of this industry, coupled with our knowledge of the unique challenges faced by municipalities, we often recommend a conservative approach so that any denial of the claim, whether it be partial or in full, can be fully supported in the event of litigation. Commercial Risk Management, Inc. recognizes that other employment matters unrelated to the workers' compensation claim may also impact the City's ultimate decision on compensability of a claim. Therefore, we will work in a strategic alliance with the City of Lake Worth Beach in our approach to the administration of their claims.

Liability

Initial investigations are completed timely and within 7 days from receipt of the claim. Documentation will be complete and indicate any reason for further investigation beyond 7 days.

Each investigation is customized to the case-specific situation or occurrence. Thorough and aggressive fact gathering, sometimes using outside sources, are employed to determine the scope of loss and lead the claim toward a fair and reasonable closure. Our adjusters confirm the causal relationship of any claimed injuries or damages to the accident in question. We ensure that vehicle appraisal inspections are completed in a timely manner and repair estimates submitted promptly. Medical records are procured from treating physicians and medical facilities. If coverage disputes arise, the adjuster will consult with the client and a specific strategic plan is agreed upon within the guidelines set by the Fair Claim Handling Act.

An investigation has many components that may include, but are not be limited to:

- Index
- Recorded statements
- Field investigations
- Property Damage estimates
- Medical and Lost wage information
- Police or Fire reports
- Securing any other applicable records

The lack of investigating, documenting, and the timely closure of any or all components can adversely impact the future exposure of a claim. The investigation will be documented in the claim file. The adjuster will discuss with the City of Lake Worth Beach the plan of action and recommendations and/or the need for further investigation.

2. Company policy on handling suspicious/fraudulent claims and the associated denial process.

All adjusters at Commercial Risk Management, Inc. (CRM) have been trained in identifying red flags and potentially fraudulent activity. CRM's SIU Unit is trained in identifying potential violations under F.S. 440.09 and 440.105. Our staff report and process referrals of suspected fraud claims directly to the Florida Department of Financial Services Division of Investigative Services. We do not utilize an outside investigative firm to report and handle our client's fraud claims. We provide this service on behalf of our clients, and it is inclusive of our service fee. We work closely with the individual detectives assigned by the Division of Investigative and Forensic Services and provide documentation to assist with their investigation. We keep tabs with the detective until a disposition has been reached.

CRM will not deny any claim for fraud or report any claim to the Division of Investigative Services without consultation and approval from the City of Lake Worth Beach and their respective defense attorney.

3. Corporate philosophy about direct personal contact with claimants, including injured employees, and the frequency and degree to which this is appropriate.

Workers' Compensation

Our philosophy for a successfully administered claim is one that involves communication, collaboration and engagement with the City of Lake Worth Beach and the injured worker. Frequent communication with the injured worker is necessary and vital throughout the claims process to keep the employee informed and educated. Our priority is to care for the injured worker until they have fully recovered from their injury and have successfully returned to gainful employment.

Our claims personnel contact employees under a variety of circumstances:

1. To explain benefits and coordinate medical care.
2. Build rapport and trust with the employee.
3. Provide support and care for the employee.
4. Provide equitable conflict resolution.
5. Continuous positive reinforcement toward return to work (modified and full duty) as well as MMI.

Upon assignment by the supervisor, the adjuster will contact the employee within 24 hours of receipt of a claim for all lost time claims or questionable claims. The adjuster shall contact the employee at other times when appropriate. In addition, if the claimant is not working (whether they are TTD or TPD), the adjuster shall maintain regular contact with the employee.

Contact will also be initiated and maintained on other claims types as deemed appropriate by the adjuster, supervisor and employer.

Liability

Timely and thorough contact is one of the key components that makes up a successful claims management program. Numerous contact attempts should be made in follow up with the injured party by phone, letter, or assignment to field adjuster for in person contact. Contact should be made with the claimant at least every 30 days by adjuster.

If represented, contact with a claimant's attorney every 30 days is also important. A good working relationship may provide a flow of pertinent information leading to a quicker settlement.

4. Your approach to both medical and vocational rehabilitation, including the extent to which such services would be provided by staff or contracted to others.

Controlling your workers' compensation cost is the goal of every adjuster at Commercial Risk Management, Inc. Utilizing medical and vocational rehabilitation at the appropriate time and on the appropriate claims is an integral tool for controlling medical expenditures and consequently, indemnity exposure.

CRM's telephonic nurse case manager works in conjunction with the adjuster and employer to facilitate the appropriate medical care while recognizing, questioning and managing co-morbidities or other unrelated medical conditions. Our nursing staff have experience in idiosyncrasies unique to workers' compensation claims and can assist in eliminating the need for unnecessary or unrelated treatment, prolonged lost time and in many cases, legal involvement.

CRM has established partnerships with several field nurse case management and vocational rehabilitation firms. All Commercial Risk Management, Inc. clients have the flexibility to utilize a particular field case manager or vocational rehab counselor of their choosing. Unlike other TPA's, our clients are not restricted to using the TPA's panel of case management firms.

Referral criteria for telephonic, field or rehabilitation services can be customized by the client. This allows the client to tailor referrals to suit the needs of their program. At any time, the client can adjust and change the referral criteria as they desire. There is a separate fee for nurse case management services.

5. A description of how the company controls medical costs, including administration of the fee schedule, billing over-charges, determination of unnecessary treatment, utilization reviews, medical treatment plans, etc.

Provider Network, State Fee Schedule and Other Discounts

CRM uses longtime partner Rising Medical Solutions (Rising) to deliver provider network and medical bill review solutions. Rising delivers a configurable and comprehensive injury network to its customers, accessing over 90 leading national and regional networks, sub-networks, and specialty networks. Specifically, Rising contracts with the following broad-based PPOs: Anthem, Careworks, Coventry, First MCO of New Jersey, HealthSmart, Horizon, MultiPlan, PNOA, Prime, TRPN, and Triton. Additionally, Prime, First MCO of NJ, and Triton also have numerous sub-networks that Rising can access for PPO discounts. These broad-based PPO contracts, along with their sub-networks, create a mosaic of PPO discounts that Rising has customized for its customers.

One of the procedures used to adjust medical bills is systematically applying automated state fee schedule and/or usual and customary discounts as appropriate. Overall, Rising's bill review software includes fee schedule and usual and customary (U&C) data sets for all 50 states, Washington DC, longshore, and various non-US jurisdictions including Canada's fee schedules and regulations. It also includes various additional repricing datasets to enhance program performance.

Rising utilizes FAIR Health Charge Benchmarks to determine U&C recommendations when a fee schedule allowance is not available at both the level of state and CPT codes. FAIR Health compiles billions of records, organized into geo zips (the first three digits of the zip code) to compare local provider data for the same procedure, locality, provider type, and date of service range. The benchmarks are presented in percentiles, to which Rising typically reprices based on the 80th percentile. This is an industry standard and fair definition of what the market supports. Rising does comply with any state-specific recommendations regarding usual and customary allowance if they differ from our definition and methodology.

Overall, Rising's U&C methodologies can be set at a recommended reimbursement level in accordance with whatever threshold a customer desires (e.g., reprice the bill to the Xth percentile of charges for the same service within the same zip code). As noted above, our default position is the 80th percentile, though some clients chose another percentile (such as the 50th).

Finally, should the fee schedule, U&C, and/or PPO discount not produce optimal results, Rising has a team of professional negotiators that work to achieve fair reimbursement, including having providers sign off on the negotiated rate prior to payment so there are no future disputes.

Treatment-Related Medical Cost Controls

Rising offers robust utilization management, from treatment tracking/alerts to fully integrated bill review-utilization review capabilities. Overall, Rising's system contains rule automations and alerts for treatment and utilization guidelines at both the national level (e.g., ODG) and state levels. What follows is an overview of these capabilities.

- **Automated Treatment Counter Rule Application**
Rising's system has a Treatment Counter which captures the running total visits and units across all services for the patient which have the same treatment category

combination. When capturing a service encounter, the Treatment Counter values factor in everything that has occurred prior to or on the same day as the service date. As new service encounters are received, the Treatment Counter values may change. **State regulatory rules and client threshold rules are then automatically applied, triggering the appropriate action** (e.g., auto-denials, user alerts as thresholds are approaching).

- **ODG UR Advisor Guidance**
Additionally, through our Official Disability Guidelines™ (ODG) analytics integration, Rising's system provides ODG UR Advisor Flags to warn client users of possible treatment issues in our VISION™ portal. Specifically, through our ODG integration, our system can analyze treatment incidence rates, frequency, visit counts in various percentiles, mean cost, and mean visits. Automatically, our Treatment Counter's current visit count and the ODG UR Advisor results are compared to arrive at the colored flags which are available to users under the Treatment Counter column in our system. If excessive and/or inappropriate treatment is a concern, color coded alerts point client users to take action. This VISION™ portal functionality is available to customers through a subscription to our AI Suite, and Rising's internal system also triggers various bill review actions and service alerts using this technology.
- **Treatment Calendar & Treatment Timeline**
Rising's system also tracks the number of services delivered and provides users with calendar and timeline views of all care associated with a claim. The Treatment Calendar view in our VISION™ portal provides a month-by-month view of the services a patient has received; whereas our Treatment Timeline view provides multiple months of treatment in one screen, so client users can easily grasp the "bigger picture." In both the calendar and timeline views, client users can quickly evaluate color-coded treatments by service type (e.g., Radiology, Physical Therapy). Both the views also display outstanding bills that have not yet been assessed (approved or denied) by the adjuster.
- **Treatment List View with Treatment Alerts**
In addition to the illustrative views of historical medical treatment provided via our Treatment Calendar and Treatment Timeline functionality, we also provide adjusters with a list view of treatment history. Within Rising's system, treatments are evaluated against relevant guidelines at the individual procedure code level and can then be displayed with ODG Treatment Advisor Alerts in our VISION™ portal, indicating the appropriateness of care. This VISION™ functionality also requires a customer subscription to our AI Suite.

Utilization Review

Rising's nurses and physicians guide payers and patients through the medical care process. Our Utilization Review services deliver appropriate, clinically sound treatment recommendations that result in more rapid recoveries and cost-effective outcomes. All decision letters include the citation of the source upon which the decision was based. This includes reviews from the nursing staff and the peer review staff. Overall, program components include:

- URAC Accredited

- Prospective, Concurrent, and Retrospective reviews
- Pharmacy/Drug Utilization reviews
- National capabilities with licensures in appropriate jurisdictions
- Evidenced-based national guidelines and/or state specific guidelines are applied to both approvals and modifications/denials
- National panel of credentialed, board-certified physicians
- Peer reviews conducted by physicians of the same specialty
- Single digit appeal rates – significantly lower than industry averages
- UR-Bill Review system integration

6. A description of how the company works with medical providers, vocational specialists and client personnel to implement a modified duty return-to-work program. Please include a list of providers with whom the Respondent has a current relationship.

The return-to-work program is one of the most important components in a successful workers' compensation program, both from a cost standpoint and the support and care for the injured worker's well-being. Our adjusters will work with the City of Lake Worth Beach to employ an early intervention approach following an industrial accident. CRM has intimate knowledge of the departments and occupations associated with our municipal clients. Together with the City we will make significant strides in getting all departments to accommodate light duty and bring employees back to work. Our adjusters and internal nurse case managers have established relationships and have educated specific medical providers on the importance of return-to-work programs. Our nurse case managers will assist the City in fostering return to work by addressing any medical contraindications that may prevent an injured employee from returning to work. We will build a strong rapport with all parties and provide in-service educational sessions to ensure the departments continuously implement the City's return to work program.

Commercial Risk Management. Inc has established relationships with many providers in the immediate area of the City of Lake Worth Beach. Some, but not all, of the providers we work with are listed below:

Medical Providers:

Helix Urgent Care
 Care Spot
 Med Express
 Personalized Orthopedics of the Palm Beaches
 The Center for Bone and Joint Surgery
 Dr. Robert Brodner, Neurosurgery
 Fyzical Therapy & Balance Centers
 Comprehensive Hand & Physical Therapy
 Select Medical

Vocational Specialist:

Kim Cole, CRC & CVE, Expert Witness, Rehabilitation Consultant & Vocational Evaluator

7. The company's subrogation philosophy and process for pursuing third-party or second injury fund recovery.

Workers' Compensation

The possibility for subrogation is evaluated on each and every claim as a part of the initial claims handling protocols. Our claims personnel identify any and all potential third parties and assess the potential for recovery. Commercial Risk Management, Inc. aggressively pursues various types of subrogation. Each potential subrogation claim will be discussed thoroughly with the City of Lake Worth Beach and proper lien notification is made with all parties involved. CRM will provide the City of Lake Worth Beach with a Subrogation Specialist, at no charge to the City. The Subrogation Specialist works in tandem with the assigned adjuster to identify all avenues of recovery and pursues subrogation lien recovery on behalf of the City. The Subrogation Specialist pursues subrogation lien recovery on a variety of claims such as motor vehicle accidents, slip and falls, and product/manufacture defect claims. The Subrogation Specialist maintains complete and open communication with the City of Lake Worth Beach throughout the subrogation lien recovery process until the lien has been negotiated and recovered in full.

CRM's Quality Assurance department is tasked with requesting and securing all SDTF monies on behalf of our self-insured clients. The department completes and submits the required DFS-F1-SDFF-2 form along with all supporting documentation to the Special Disability Trust Fund. The QA department will then correspond with the Fund regarding any alleged reimbursement disputes until such time the SDTF fund money has been secured. All recovery request submissions and recoveries are posted to the individual claim files. CRM does not charge any percentage of recovery for this service. This service is included in our service fee.

Liability

The adjuster will identify, within 14 days of receiving the claim, any third parties and assess the potential of recovery. Investigation and subrogation will be pursued on an aggressive basis. Each claim where there is a potential for subrogation or contribution will be discussed thoroughly with the client and proper notification will be issued. Also, the adjuster will monitor for PIP or medical bill adjustments which may exist and pursue accordingly as the claim develops. If applicable, the adjuster will report claims to the excess carrier when the specific thresholds are met.

8. The company's process for selecting attorneys, independent medical evaluators, vocational counselors, field investigators, and other consultants. Please include a pre-identified list of providers with whom the Respondent has developed a relationship.

Commercial Risk Management Inc. has been administering claims for self-insureds since 1975, therefore we have established relationships with several law firms all over the State

of Florida. Many of our clients have an existing working relationship with a specific defense attorney or defense firm. CRM will work with any law firm of the City of Lake Worth Beach's choosing. Should the City want recommendations for defense counsel, CRM has a roster of attorneys that have experience and expertise in defending all types of government and liability claims as well as workers' compensation claims filed under chapter 440. We work with attorneys who are specifically skilled at defending claims arising out of F.S. 112.18, 112.1815 and F.S. 112.1816 (Heart/Lung presumption, PTSD and Cancer/Firefighters). When it comes to the selection of an Independent Medical Examiner, CRM always consults with the client and their respective defense counsel on the provider who is best suited to perform the IME.

We vet and retain law firms based on experience, expertise, location, and client preference, concentrating on: 1) skill level of partner, associates, paralegals 2) which attorney in the firm will be assigned 3) establishing activities expected and standards to be met 4) setting ground rules and guidelines to ensure action will not be taken without approval 5) negotiating and/or review of hourly fees and billing standards.

CRM has working relationships with several re-employment/vocational firms and investigative firms throughout the State of Florida. Some, but not all, of the firms we work with in the Lake Worth Beach area are noted below:

Law Firms:

Schefer Petric & Simpson
Kelley Kronenberg
Walton, Lantoff, Schroeder and Carson LLP
The Law Office of Donna Wolfe, P.A.

Investigative Firms:

Evidence Investigations
Advanced Investigate Services
Ethos Investigations

9. Process used for reporting to an excess carrier, if not directly stipulated by the carrier.

All claims handled by Commercial Risk Management, Inc., are thoroughly reviewed by the adjuster and supervisor for potential recovery. The review process is conducted numerous times throughout the claims handling process.

CRM has implemented various "triggers" within our claims system that escalate claims to the adjuster and supervisor for review for potential excess reporting.

In addition to the above-mentioned system review, each claim is reviewed for excess reporting by the Adjuster and Claims Supervisor at the inception of the claim, and thereafter at the adjuster and supervisor diary review. The excess reporting and recovery status of the claim is addressed in every plan of action established by both the adjuster and supervisor. It is the duty of the adjuster to prepare and complete the initial excess report as well as subsequent reports, to be in compliance with the self-insured's excess

policy. In addition, the adjuster has a duty to request, receive and document reimbursements from the excess carrier.

The following criteria have been established by Commercial Risk Management, Inc. for immediate excess reporting:

- a) fatality
- b) spinal cord injury
- c) serious burn injury
- d) brain injury
- e) amputation of a major member
- f) total incurred is 50% or more of the self-insured retention
- g) 52 weeks of disability benefits
- h) litigation filed seeking Permanent Total Disability benefits
- i) More than one employee involved in the accident
- j) Claims that have been accepted as compensable under F.S. 112.18 and 112.1815 and F.S. 112.1816 (Heart/Lung presumption, PTSD and Cancer/Firefighters)

Upon completion of the initial reporting process to the excess carrier, subsequent reviews are conducted by the adjuster and supervisor at 90-day intervals to ensure timely supplemental reporting and to verify that reimbursement requests have been completed, when applicable.

Lastly, when it is anticipated that the financials on any claim will potentially pierce the SIR, the adjuster will verify coverage with the excess carrier, on all loss types (medical, indemnity and expense). Specifically, the adjuster will confirm if the expense is reimbursable at 100% or on a pro rata basis.

10. Describe how the company deals with litigated workers' compensation claims.

Commercial Risk Management, Inc. (CRM) recognizes that each of our self-insured clients has their own unique fiduciary obligations and business circumstances that may impact the administration of their respective litigated claims. We tailor our approach to meet the needs of our clients. With our extensive experience in handling municipal workers' compensation claims, CRM knows how to balance the costs and benefits of a settlement vs. mounting a rigorous defense. We are acutely aware of the budgetary constraints imposed upon municipalities and settlement may not be a viable option. Thus, we will aggressively work with the City of Lake Worth Beach to mitigate all litigation from the moment an employee retains an attorney. We work with the opposing counsel to resolve alleged issues quickly, and only litigate those matters where we have determined the employee is not statutorily entitled to the benefits being claimed. If the City of Lake Worth Beach does have the financial resources to settle, we identify and suggest claims that are ripe for settlement within the City's allocated funds.

Litigation Management is very important in controlling claims costs and achieving

desired results in the claims adjusting process. The below guidelines clearly state the expectations of defense counsel to comply with the Litigation Management parameters set forth in Commercial Risk Management's Best Practices.

Upon referral to defense counsel, the attorney should acknowledge receipt of the assignment to the adjuster within 24 hours. An initial evaluation should be submitted no later than 30 calendar days after the referral. This evaluation should include, but is not limited to, the following:

- A background of the claim which contains the facts of the accident.
- Analysis of compensability.
- Summary of the medical treatment provided to date and evaluation of medical benefit issues, to include analysis of causal relationship, reasonableness, medical necessity, pre-existing conditions, and major contributing cause.
- Analysis of all indemnity benefits paid to date, and evaluation/exposure of any future indemnity benefits that may become due or owing. This analysis will include review of the wage statement, average weekly wage (AWW) and corresponding compensation rate to ensure the accuracy of benefits paid on the claim to avoid any overpayments, underpayments, penalties and interest.
- A review of current defenses raised on the claim and recommendations for the development of future defenses.
- Ways to limit and/or mitigate future exposure on the claim.
- Recommendations for additional discovery to include issuance of subpoenas to appropriate parties, scheduling of depositions, and recommendations for additional investigation, if warranted.
- Evaluation of potential third-party recovery
- Evaluation of any pending legal issues and recommendations for litigation strategy to include resolution via settlement and recommendations for same.
- A summary/budget of the anticipated legal expenses and fees associated with the defense of the claim.
- A conclusion that outlines work to be done by the defense counsel, and work to be done by the adjuster.

Workers' compensation litigation has a logical progression that is encompassed in phases, as such interim reports from defense counsel are necessary and required. Updated reports are expected within five business days of any significant event and shall include, but are not limited to, conferences with physicians and depositions of the claimant and/or any other witnesses or party to the claim.

No later than two weeks before a mediation date, a pre-mediation evaluation shall be submitted to the adjuster and employer that clearly outlines all pending litigation and provides updated recommendations for resolution and/or settlement.

No later than 30 days before a final hearing a pre-trial evaluation shall be submitted to the adjuster and employer that clearly outlines the issues for trial and the defense preparations.

Lastly, communication is vital to the litigation management process. Defense counsel must acknowledge a request for assistance, task assignment, or inquiry by the adjuster and will do so within 48 hours of the adjuster's request.

11. Describe the company's claims handling quality assurance control procedures.

Commercial Risk Management, Inc. has a thorough quality control program, which starts with the training and education of our adjusting staff. To enhance adjuster knowledge and effective claims handling, we require our adjusters to be licensed, our lost time adjusters be board certified, and our litigation adjusters be litigation certified.

We begin investigation at the onset of each claim. The supervisor reviews all claims for handling and identifies compensability issues along with other components that need attention. In this review, the supervisor provides directives to the adjuster. The adjuster will fully investigate the compensability of the claim and a search for prior claims will be conducted.

The claims are placed on a diary system for both the adjuster and supervisor to review the claim at different intervals for handling of the indemnity, medical, and legal depending on the situation. Management monitors the diary system monthly as well as the claim counts of the adjusters. It is important to maintain a consistent claim count for each type of adjuster to allow the time needed to handle and control the claim costs.

Medical cost containment is accomplished with the partnerships of our bill review and pharmacy benefit management companies. Additionally, utilizing CRM's telephonic nurse case management (TNCM) program at the appropriate time and on the appropriate claims is an integral tool for mitigating medical exposure. If a claim meets one of the City's established criteria, and with the City's approval, TNCM will be assigned to the claim for assistance and control of medical care. It is important to control costs while providing the highest standard of care.

Our Executive Vice President/Quality Assurance provides training to the claims team regarding the Division of Workers' Compensation's rules and regulations. The quality assurance analyst monitors all filings with the state of Florida to ensure accurate and timely reporting.

Commercial Risk Management, Inc. conducts an annual SOC (SSAE 18) audit to assess our internal control over financial and system securities.

12. Describe the company's preferred claims payment process. Is an advance required from clients for workers' compensation payments?

The City of Lake Worth Beach's checking account can be implemented multiple ways. The account can be the City's and CRM would have signature authority. The City can provide authority up to a specific amount for issuing payments or a daily check register could be submitted for approval and release. CRM can set up, manage, and reconcile the account. We could have one account for both workers' compensation and liability or an account for both lines of business. The CRM account would be a pre-funded account with weekly, bi-weekly, or monthly reimbursement request depending on the preference of the City. Checks are issued daily to ensure timely payments.

13. Describe the company's typical claim case load per examiner and supervisor to examiner rate.

Lost time adjuster caseload is 125 claims, medical only adjuster caseload is 250 claims, bodily injury adjuster caseload is 90 claims, and property damage adjuster is 150 claims. Our supervisors manage a team of 5-6 adjusters. Caseloads are monitored monthly and reviewed by the management staff. Should the City of Lake Worth Beach's claim volume dictate additional staffing, Commercial Risk Management, Inc., will adjust the staffing model to accommodate the needs of the City's program.

14. Describe the company's reserving philosophy. How and when is the client contacted when setting initial reserves or changing reserves?

Reserving is performed to establish a claim's value and will change as the claim develops. This allows the self-insured to budget funds to pay claims. Many factors are used in setting this reserve such as nature and extent of the injury, profile of the injured worker, medical history, attitude of the employee, attorney representation, return to work, and the adjuster's historical experience.

Commercial Risk Management, Inc. (CRM) has created reserve guidelines for workers' compensation. Initial reserves are established within three days of receipt of the First Report of Injury for all lost time claims based on the intake of the claim. A system generated initial reserve of \$1,500.00 is automatically placed on all medical only claims.

An explanation of the rationale for the reserve is documented in the claim notes. Claims will be reserved for their anticipated ultimate value (not capped at insurance retentions). It is important to be comprehensive and realistic to provide the self-insured, the excess carrier, and the regulators with an accurate value. At minimum, the adjuster documents the review of reserves for adequacy in their plan of action section in every claim review. The supervisor reviews and documents the appropriateness and adequacy of the reserves at various intervals throughout the claim and at times in tandem with the adjuster's reserve increase.

Additionally, the CRM claims system automatically escalates medical only claims to the supervisor for review when the total incurred reaches a dollar threshold of \$10,000. Review thresholds are set in place for lost time and/or litigated claims. The system will

automatically escalate a referral to the claims supervisor for approval and/or increase of the reserves.

Initial reserves are established within 7 days of our receipt of a liability claim. We re-evaluate, modify, and document reserve amounts that are case specific as coverage disputes, if any, are resolved and other issues clarified throughout the adjusting process. We determine an appropriate settlement value and adjust our reserves accordingly. Reserve thresholds are customizable and will be implemented per the client's request.

Reserve thresholds are customizable, and the City of Lake Worth Beach could have a system generated E-Alert on all reserve increases for a specified amount. The E-alert is sent to key personnel and the claim automatically escalates to the supervisor for review.

15. If your firm is selected, how would you propose we transition the account?

Upon selection of Commercial Risk Management, Inc., an implementation meeting would be held to coordinate a smooth transition. We would meet initially within one week with the City of Lake Worth Beach to set up the specific details of the transfer. Commercial Risk Management, Inc. would provide agendas and minutes regarding each meeting. We would coordinate a timely and efficient transition of all existing claims data from the current system. We would ensure claim conversions are accurate with respect to data integrity, including but not limited to data mapping, historical financial transactions, and payment history and classification. Included below are the implementation actions:

- Set initial meeting with the City of Lake Worth Beach to discuss details of the program
- Request test information from the City of Lake Worth Beach/prior TPA and begin data conversion and necessary programming. The following items will be necessary:
 - 1) Record layout identifying field positions and descriptions and the format of the data elements
 - 2) Data dictionary and Tables of Values
 - 3) Summary loss run report displaying the claims and financial totals of data
- Set up individualized plans of claim reporting
- Discuss and set up coding so loss reports can be sorted in accordance with Leon County's needs
- Discuss and establish the distribution of reports
- Discuss and set up daily protocols for obtaining authority for claims activity
- Set up and train the City of Lake Worth Beach's team on the Commercial Risk Management, Inc. Claims System
- Set up checking account and discuss banking/financial needs and reports with appropriate personnel
- Get final data for conversion
- Pick up any hard copy files (specific date to be determined)

Upon award of the contract, Commercial Risk Management, Inc. would contact the prior TPA to select a final date for claims handling and payments. Commercial Risk Management, Inc. would be in continuous contact with the City of Lake Worth Beach and the prior TPA to affect a smooth transfer for such items as payments, mediations, etc. Our IT Department would request the layout from the prior TPA, compare changes to our program to import the data, and request a test file. As soon as the prior TPA has made the last payment, the final data export will take place. All data transferred from the prior TPA would be converted into our claims system. Commercial Risk Management, Inc. would then verify and balance the data. This historical data allows for continued reporting of loss trends and analytics.

The actual claim files, if paper, and any unprocessed mail would be picked up by Commercial Risk Management, Inc. (at no cost to the City of Lake Worth Beach) and delivered to our office on a date just prior to or as soon as available from the prior TPA to Commercial Risk Management, Inc.'s inception/start date. The open files would be reviewed by the supervisor and senior adjuster. All new claims would begin to be reported to Commercial Risk Management, Inc. as soon as the City of Lake Worth Beach desires.

Any mail received by the prior TPA would be forwarded to Commercial Risk Management, Inc. as it is received.

Training and orientation of the City of Lake Worth Beach's employees with our claims system would be performed and the Commercial Risk Management, Inc. staff would visit with the City of Lake Worth Beach as often as necessary.

Our implementation and work with the City of Lake Worth Beach would continue throughout the year, and an annual stewardship report would be provided. We would continue to review and learn the policies and procedures of the City of Lake Worth Beach, assist in implementation changes, and assist in education in areas that the City of Lake Worth Beach may request or Commercial Risk Management, Inc. may suggest.

During the transition process, we would communicate as necessary to ensure that a smooth transition takes place.

Commercial Risk Management, Inc. has completed numerous data conversions for large, self-insured clients. We have not experienced any data issues that have caused delays. Since we have a custom developed system, we transfer the data in any format into our system. We have imported data from multiple third-party administrators and self-administered programs.

16. The City will require full disclosure. Does your firm have any reservations in making available documentation of the commission received from insurers?

Commercial Risk Management, Inc. does not receive commission from any insurer.

EXHIBIT "I"

RFP #24-204 THIRD PARTY CLAIMS ADMINISTRATIVE SERVICES

SCHEDULE OF UNIT PRICES

Service Category	Per Claim Cost
General Liability/Public Official/E&O/EPLI: Bodily Injury Claims	Included
General Liability/Public Official/E&O/EPLI: Property Damage Claims	Included
Auto Liability: Bodily Injury Claims	Included
Auto Liability: Property Damage Claims	Included
Workers' Compensation: Indemnity Claims	Included
Workers' Compensation: Medical Only Claims	Included
Report Only	Included
Property Claims	Included
Cost for taking over existing claims	Included
OSHA 300 Log preparation - <u>OPTIONAL</u>	N/A
One time fees, set up costs, etc.	Included
Other service fees (additional pages may be added)	See Next Page
Respondent may also provide the flat annual fee for all services included:	\$75,000

Exhibit "I"

BILL REVIEW/REPRICING/PPO NETWORK BY RISING MEDICAL SOLUTIONS, LLC

A comprehensive overview of Rising's business model is contained in the RFP Response.

Base Repricing Fee

\$6.50 per bill. Includes data capture, duplicate checking, application of state fee schedule/U&C reductions.

Professional Bill Review/Negotiation/PPO Network Reductions

24% of savings

Professional Review

\$125.00 per hour, billed in ¼ hour increments. Charges for assessing compensability, relatedness, or other adjuster special requests.

Mail EOB to provider

\$1.06 per EOB w/o check writing

PHARMACY BENEFIT MANAGEMENT BY MYMATRIX

myMatrixx holds direct workers' compensation-specific contracts with 100% of the pharmacies in its retail network. The national retail network is made up of more than 66,000 pharmacy locations, including 4795 locations in the State of Florida. When an out-of-network pharmacy is identified, the myMatrixx contracting team contacts the pharmacy to initiate the contracting process for inclusion in the network. Network pharmacies are electronically connected to myMatrixx to facilitate real-time communications and to simplify and expedite authorization decisions.

myMatrixx identifies injured workers for whom substantial savings can be realized by moving them to our mail order refill program. When an injured worker is identified as being a candidate for mail service, a member of the myMatrixx mail service conversion team contacts the claims handler (if requested to do so by the client) before the mail conversion specialist calls the injured worker to explain the benefits and to register them for the service.

Retail

Brands

AWP-15%

Generics

AWP-50%

Mail Order

Brands

AWP-17%

Generics

AWP-55%

PHARMACY BENEFIT MANAGEMENT BY ALIUS HEALTH

Alius Health is a transparent PBM that puts your injured workers first. By offering a transparent pricing model Alius has removed the conflicts of interest that have plagued our industry for years. Alius is here to ensure your injured workers receive the most cost-effective medications with no out of pocket costs. Under this program our clients see:

- Up to a 78% discount off of AWP
- 25% reduction in the average cost per prescription
- 15% reduction in the average scripts filled per claim
- Access to over 74,000 pharmacies nationwide
- First fill and mail order programs
- Clinical Drug Utilization tools available for the adjuster
- Integration with the prescriber's electronic medical records platform

Retail Network Rates

Generic: AWP-72% +\$1.75

We guarantee a minimum drug discount of 72% off the average wholesale price (AWP) on generic medications filled at a retail network pharmacy. The average dispensing fee is \$1.75 per prescription.

Brand: AWP-15% +\$1.75

We guarantee a minimum drug discount of 15% off the average wholesale price (AWP) on brand medications filled at a retail network pharmacy. The average dispensing fee is \$1.75 per prescription. (Note: This discount does not include the manufacturer rebate that provides an additional savings.)

Mail Order Network Rates

Generic: AWP-72% +\$0

We guarantee a minimum drug discount of 72% off the average wholesale price (AWP) on generic medications filled at a mail order network pharmacy. There is no dispensing fee on these prescriptions.

Brand: AWP-20% +\$0

We guarantee a minimum drug discount of 20% off the average wholesale price (AWP) on brand medications filled at a mail order network pharmacy. There is no dispensing fee on these prescriptions. (Note: This discount does not include the manufacturer rebate that provides an additional savings.)

Per Script fee \$35

\$60.00 brand rebates to be returned to client.



Commercial Risk Management

Tab 5 – Successful Experience and Qualification of Firm and Staff

Executive Summary

Commercial Risk Management, Inc. (CRM) is a premier Third-Party Administrator, established in 1975 and based in Tampa, Florida since inception. Commercial Risk Management, Inc. has a superior reputation for providing quality claims handling for self-insureds' workers' compensation accounts throughout the State of Florida. The tenure of our clients demonstrates that we are a powerhouse in the industry. Consistent delivery of services at exceptionally high standards, coupled with our state-of-the-art software and mobile optimization, sets us apart from other service providers. Our innovative and professional staff has the technical expertise necessary to implement customized programs for employers of all sizes.

Commercial Risk Management, Inc. will provide the services as outlined in the Scope of Services based on Florida Statutes and Division's rules and regulations. If our firm is selected, we have provided a transition plan in Tab 3 Question 15. This transition and implementation plan would be completed within 30 to 90 days after the award.

Commercial Risk Management, Inc. takes great pride in our working relationship with the Florida Department of Financial Services, Division of Workers' Compensation. Meeting and exceeding our clients' expectations are shown in our outstanding audit scores over the past ten years.

Commercial Risk Management, Inc.'s roster of services includes claims administration, telephonic nurse case management, underwriting, accounting, loss control consulting, claims management, excess insurance placement, and actionable analytics. Our philosophy is one of partnership. Together we will create, design, and implement a program that is results driven, while incorporating integrity and urgency to exceed our clients' risk management objectives.

Commercial Risk Management, Inc. provides services for 49 self-insured clients in diverse industries including municipal, hospitals, transportation, schools, construction, retail, and others. Our customer satisfaction is shown not only in the retention of our clients but also in the tenure of those clients. We have two clients with 40 plus years, six clients with 30 plus years, and five clients with 20 plus years. The average tenure for our clientele is approximately 17 years.

Commercial Risk Management, Inc. has extensive experience with municipalities to include City of Tampa, Pasco County BOCC, City of Cape Coral, The School Board of Sarasota County, Florida, City of Bartow, City of Boynton Beach, Hillsborough County Sheriff's Office, City of St. Petersburg, Pinellas Suncoast Transit Authority, Central Florida Tourism Oversight District,

Manatee County, City of Ocoee, City of Venice, Polk County BOCC, Southwest Florida Water Management District, Hillsborough Transit Authority, City of Clearwater, City of Sarasota, County of Volusia, City of Boca Raton, and Leon County BOCC. Commercial Risk Management, Inc. currently administers 21 active self-insured public entity clients.

Commercial Risk Management, Inc. practices cost containment, with an emphasis on early intervention, and a proactive approach to return-to-work programs. Our Best Practice Guidelines meet and exceed industry standards and can be customized to the individual needs of the City of Lake Worth Beach. CRM mitigates costs by providing the City of Lake Worth Beach with options of Bill Review companies, Pharmacy Benefit Management companies, defense counsel, and other vendor choices who have the same goals set for the City of Lake Worth Beach as we do. Commercial Risk Management, Inc. also works directly with the City of Lake Worth Beach to establish preferred providers. This ensures consistency in the workers' compensation program. All of the aforementioned actions strategically allow us to advance the goals and outcomes anticipated, reduce costs, and lend unyielding support for the overall City of Lake Worth Beach program.

Commercial Risk Management, Inc.'s Quality Assurance Department ensures consistency, integrity, and discipline in the administration of all claim types. Our quality assurance team closely monitors several aspects of claims handling to include medical and compensation benefits, electronic form filing with the Division of Workers' Compensation, state audits and reporting, and Centers for Medicare & Medicaid Services reporting and conditional payments/demands. Our quality assurance team also monitors the overall team member performance to ensure our best practices are adhered to. The members of our quality assurance team are proactive in proposing potential ideas for continued improvement and efficiency of our staff and workplace procedures.

Every year many organizations have legitimate monies to be recovered and remain uncollected. Commercial Risk Management, Inc.'s subrogation recovery services, in both liability and workers' compensation, explore every opportunity and apply aggressive Best Practices to achieve superior recovery results on behalf of our clients. Successful recovery means additional savings for our clients. The City of Lake Worth Beach will receive all recovery amounts in full, as Commercial Risk Management, Inc. does not take a percentage of recovery.

Commercial Risk Management, Inc. recognizes the importance of staying current with the most recent advancements in technology. We place an emphasis on technology to ensure our clients receive the most out of their program. Our claims system was developed in-house, using the input from our claims team, claims management, and clients. Our cutting-edge technology provides our clients with flexibility and access to real time data at their fingertips. The claims system remains maintained in-house which allows for additional custom development as our clients' needs continue to evolve.

The workers' compensation industry is constantly evolving. Therefore, we find it critical to remain apprised of new case law, changes in procedures, advancements in medicine, etc. The same is true with tort reforms in liability claims handling. Therefore, Commercial Risk

Management, Inc. places emphasis on expanding our knowledge through continued training and industry engagement. Commercial Risk Management, Inc. encourages our staff to engage in training opportunities throughout the year. The team assigned to the City of Lake Worth Beach, alongside our management staff, will continuously communicate new knowledge to the City of Lake Worth Beach to ensure the most effective claims handling procedures are in-place for a successful program.

With over 49 years of risk management and claims experience, Commercial Risk Management, Inc. holds a stellar reputation throughout the insurance industry. Our commitment to providing the best service to our clients is unrivaled. As a privately held company, our focus is on our clients' needs, not shareholder demands.

Staff for Services

Commercial Risk Management, Inc. will assign an experienced claims team to the City of Lake Worth Beach. Our Best in Class Claims Team engages and collaborates with our clients' stakeholders to mitigate and control claims' costs. We will advance the goals and outcomes anticipated, reduce costs, and lend unyielding support for the overall vision of the City of Lake Worth Beach. The claims team will be led by senior managers/owners: Susan Theis, Chief Executive Officer; Lorie Dove, Chief Operations Officer; Bobbie Culver, Executive Vice President; and Marissa Shearer, Executive Vice President. We have included employee resumes for the proposed team.

Workers' Compensation

The individual who will assume primary responsibility for the City of Lake Worth Beach's obligations under any resulting contract is Bobbie Culver, Executive Vice President/Claims. Ms. Culver will ensure that the City of Lake Worth Beach's expectations are met in a timely manner. With her experience, Ms. Culver will provide ideas and solutions to the City of Lake Worth Beach as well as suggestions for the, sometimes, sensitive issues that may arise.

Ms. Culver will also observe and/or manage the following:

- Troubleshoot issues and provide effective solutions
- Identify desired outcomes and deliver program improvements
- Monitor claims trends and audit claims handling procedures to ensure exceptional customer service and claims service deliverables
- Provide an annual Stewardship Presentation to review reports, service performance, benchmarking, claim trending/loss analysis reports, and specialized interactive reporting (alongside Marissa Shearer)

Marissa Shearer, our Executive Vice President/Quality Assurance and Analytics Manager, will work closely with the claims team to provide training and insight on rules and regulations set forth by the Division of Workers' Compensation. Some of the key areas that Ms. Shearer oversees are the Electronic Data Interchange form filings and indemnity benefit payments. Ms.

Shearer also works directly with the data analyst team to provide custom and interactive claim information reports to our clients.

The Claims Supervisor will be Jazmyne Mello. Ms. Mello oversees the workers' compensation claims team. She will supervise the daily claims handling of the adjusters assigned to the City of Lake Worth Beach. She will work closely with the City of Lake Worth Beach to ensure the flow of work is appropriate and prompt. Ms. Mello reviews all incoming workers' compensation claims and makes the appropriate assignment to the Claims Representative or Claims Specialist. She monitors claims until their conclusion. Ms. Mello coordinates all activities with the client including the quarterly claims meeting and stewardship. Ms. Mello also coordinates the bill review and PBM services.

Also included in the City of Lake Worth Beach's team will be Cindy Cona, Senior Claims Specialist. Ms. Cona will conduct a complete investigation on any questionable claim and submit a recommendation for acceptance or denial to the City. She will establish the preferred providers with the City and will work closely with these preferred providers to control the ultimate cost of the claim and to pursue effective closure. Ms. Cona will coordinate care for each injured worker, often collaborating with the nurse if assigned, and will be prompt in their contact with each injured worker, taking the time necessary to explain benefits fully. Ms. Cona will process timely and accurate payments to the injured workers. Ms. Cona's current claim count is 121 lost time claims.

A Claims Specialist, Cindy Rowe, will also be a part of the City of Lake Worth Beach's team. Ms. Rowe ensures injured workers stay at work, coordinates their medical care, routinely answers questions they may have, and monitors/guides the claim to MMI/closure. Ms. Rowe's current claim count is 36 lost time and 110 medical only claims.

In addition to the Senior Claims Specialist and Claims Representative, Commercial Risk Management, Inc. provides a Subrogation Claims Specialist. The team will have clerical support and claims assistance support. The City of Lake Worth Beach will be assigned an account manager who will oversee the checking account activity as well as monthly and ad hoc reports.

We require our adjusters and supervisors be Board Certified with the Florida Department of Insurance and provide in-house continuing education opportunities. Commercial Risk Management, Inc. has memberships with and attends PRIMA, WCI, RIMS, FERMA, and WCCP. Ms. Dove is the Chairperson for the WCCP.

Liability

The individual who will assume primary responsibility for the City of Lake Worth Beach's obligations under any resulting contract is Dena McKenzie, Assistant Vice President/Claims Manager. Ms. McKenzie will ensure that the City of Lake Worth Beach's expectations are met in a timely manner. With her experience, she will provide ideas and solutions to the City of Lake Worth Beach as well as suggestions for the, sometimes, sensitive issues that may arise.

Ms. McKenzie will also observe and/or manage the following:

- Troubleshoot issues and provide effective solutions
- Identify desired outcomes and deliver program improvements
- Ensure claims are being handled according to client specific instructions
- Monitor claims trends and audit claims handling procedures to ensure exceptional customer service and claims service deliverables
- Provide an annual Stewardship Presentation to review reports, service performance, benchmarking, claim trending/loss analysis reports, and specialized interactive reporting

Ms. McKenzie oversees the liability claims team. She will supervise the daily claims handling of the adjusters assigned to the City of Lake Worth Beach. Ms. McKenzie reviews all incoming liability claims and makes the appropriate assignment to the Senior Liability Claims Specialist or Liability Claims Specialist. She monitors claims until their conclusion. She will work closely with the City of Lake Worth Beach to ensure the flow of work is appropriate and prompt. Ms. McKenzie coordinates meetings and annual stewardship reviews with the client.

Also included in the City of Lake Worth Beach's claims team will be a Senior Liability Claims Specialist, Quayshawn Nock. Mr. Nock will conduct a complete investigation, analyze the evidence on claims, and submit appropriate recommendation for acceptance or rejection to the City of Lake Worth Beach. Mr. Nock will monitor the litigation and work closely with defense counsel. He will negotiate claims resolution within granted authority. He will submit appropriate recommendations on claims outside our authority and obtain approval from the City of Lake Worth Beach. He will also attend any settlement conferences/mediations, hearing, and meetings with the City of Lake Worth Beach. He will place the excess carrier on notice on potential large loss claims. Mr. Nock's current claim count is 70 bodily injury claims.

A Liability Claims Specialist, Ryan Summers, will also be a member of the City of Lake Worth Beach's claims team. Mr. Summers will promptly analyze and evaluate all evidence to determine liability, verify the extent of damages and establish that the estimate is accurate before issuing payment. He will examine each claim for and pursue all subrogation possibilities. Mr. Summers claim count is 112 property damage claims.

The team will have clerical support. The City of Lake Worth Beach will be assigned an account manager who will oversee the checking account activity as well as monthly and ad hoc reports.

At Commercial Risk Management, Inc., we believe our employees are very important and one of the keys to the success of the Workers' Compensation program. Our turnover rate is minimal, which attributes to consistency in the claims handling and familiarity with the client (including risk management department heads, supervisors, and employees). To ensure we always have coverage, we also have a back-up team for when the client's adjuster or supervisor is out of the office. The back-up team will be familiar with the client's staff and procedures.



Commercial Risk Management

Tab 5 – Successful Experience and Qualification of Firm and Staff

Experience and Qualification Responses:

1. Attach an organizational chart of the office that will provide services to the City and include pictures, Bios, and position titles.

Organizational chart is contained in our response along with biographies for the team assigned to the City of Lake Worth Beach.

2. Detail the number and size of the accounts assigned to the person (s) assigned primary responsibility to work with the City.

The management team monitors the accounts and caseloads monthly, ensuring a manageable number for optimal claims handling. We have selected the team for the City of Lake Worth Beach based on the review of annual reported claims. Senior lost time adjuster, Cindy Cona, is assigned to six clients, with two accounts having minimal reported claims. Ms. Cona handles workers' compensation litigation claims and her current count is 118 which is below our average of 125 claims. Senior Liability adjuster, Quayshawn Nock, is assigned to two clients. Mr. Nock handles bodily injury claims, and his current count is 70 which is below our average of 90 claims.

3. Describe how your firm intends to provide back-up for the team identified in 1-2 during vacations, illness, and/or other unplanned absences.

Commercial Risk Management, Inc. has an established back-up team to ensure we have coverage in the event a member of the City's claims team is unavailable or absent. The back up team will provide the same level of service the City is accustomed to. The back up team will be well versed in the City of Lake Worth Beach's program so there is no loss of continuity or disruption of service to the City.

4. Who would be working directly with the City on administrative issues, questions, or problem solving? Please provide the roles and qualifications of each person. Provide the number of clients each person is expected to handle and categorize these clients by size.

Bobbie Culver, Executive Vice President/Claims Manager will work directly with the City on administrative issues, questions, or problem solving. The entire executive team is available which also includes Susan Theis, CEO/President, Lorie Dove, COO, and Marissa Shearer, EVP. As claims manager, Ms. Culver oversees claim supervisors that are assigned to 22 accounts ranging from small to large. Ms. Culver has managed the City

of Tampa, which is Florida's third largest city, since 2005. Ms. Culver also manages smaller-sized accounts which include municipalities.

5. Where are the individuals who would be working most closely with the City physically located?

Commercial Risk Management, Inc. is located in Tampa, Florida and all management, supervisors, and adjusters are located in Tampa.

6. Describe what makes your firm uniquely qualified to work on City's account?

Commercial Risk Management, Inc. (CRM) has been handling claims for public sector clients in the State of Florida for over 44 years. As such, we understand all types of losses that affect both public and quasi-public entities. CRM's experienced claims team has unparalleled expertise in handling these claims.

Our claims adjusters are subject matter experts in the following areas:

- Compensability
- Violations of Florida's "Fraud" Statute, i.e., §440.105, F.S.
- Compensation for injuries when third parties are liable, §440.39, F.S.
- Mental & Nervous Injuries, i.e., §440.093, F.S.
- Liability for Compensation, i.e., §440.15, F.S.
- Liability for Medical Benefits, i.e., §440.13, F.S.
- Medical Services Disputes
- Positive drug screen cases
- Average Weekly Wage/Determination of Pay Disputes, i.e., §440.14, F.S.
- Occupational Diseases, i.e., §440.151, F.S.
- Compensation for Death, i.e., §440.16, F.S.
- Statute of Limitations Disputes, i.e., §440.19, F.S.
- The Florida Tort Reform Act of 2023

Managing claims for municipalities requires a unique and specialized set of skills. CRM's adjusters and supervisors are specifically trained in the investigation and management of municipal claims including claims that are unique to police officers, firefighters, and paramedics. CRM's adjusters have vast knowledge in handling first responders' claims which include Heart and Lung cases, PTSD, and firefighter cancer benefits.

Each municipal client has its own policy and procedures regarding the management of these anomalous claims, depending on the structure of their organization and Human Resources environment. CRM has been successful in collaborating with its clients in establishing a distinct program particularly targeting the Heart and Lung/First Responders claims. This includes identifying cardiologists who understand the Heart and Lung presumption, nurse case managers who specialize in the management and coordination of treatment and return to work, and, if needed, legal partners to assist in mitigating the exposure in these potentially costly claims. Because of our level of expertise, we have seen a reduction in litigation and overall employee dissatisfaction that many times accompanies the Heart and Lung/First Responders claims.

Effective October 1, 2018, FI Statute 112.1815 was amended to include PTSD as a covered condition for First Responders. CRM has developed and implemented specialized claims handling protocols with respect to investigating and mitigating these sensitive and potentially costly claims. We have a roster of psychiatrists who are well versed in the specific criteria in the DSM-5 and determine through clear and convincing medical evidence if the diagnosis of PTSD exists and if there are any pre-existing or relevant conditions that may impact the claim.

Effective July 1, 2019, FI Statute 112.1816 was amended to provide an alternative benefit to workers' compensation in chapter 440. Specifically, certain types of cancers qualify firefighters to receive these alternative benefits. CRM offers our clients separate administration for claims arising out of FI Statute 112.1816.

Effective March 24, 2023, Florida enacted sweeping changes to its negligence liability system.

Our liability adjusters are fully abreast of all changes in the Florida Reform Tort Act of 2023:

- Statute of Limitations for Negligence
- Comparative Fault
- Attorney's fees
- Premises Liability-Negligent Security
- Bad Faith
- Medical Bills/Letter of Protection
- Service members

Further changes have also been proposed to reshape sovereign immunity limits and claim deadlines. CRM's liability adjusters are prepared for the potential shift in the defense of our clients' liability claims. Our highly skilled liability adjusters employ a proactive approach to navigating Florida's evolving legal landscape. Our claims personnel will adapt swiftly to these potential modifications.

At CRM, liability claims management includes providing a dedicated team, promptly creating claim files, conducting investigation, evaluating nature and extent of each claim, recommendation of acceptance/rejection, reports and documentation, and identifying subrogation.

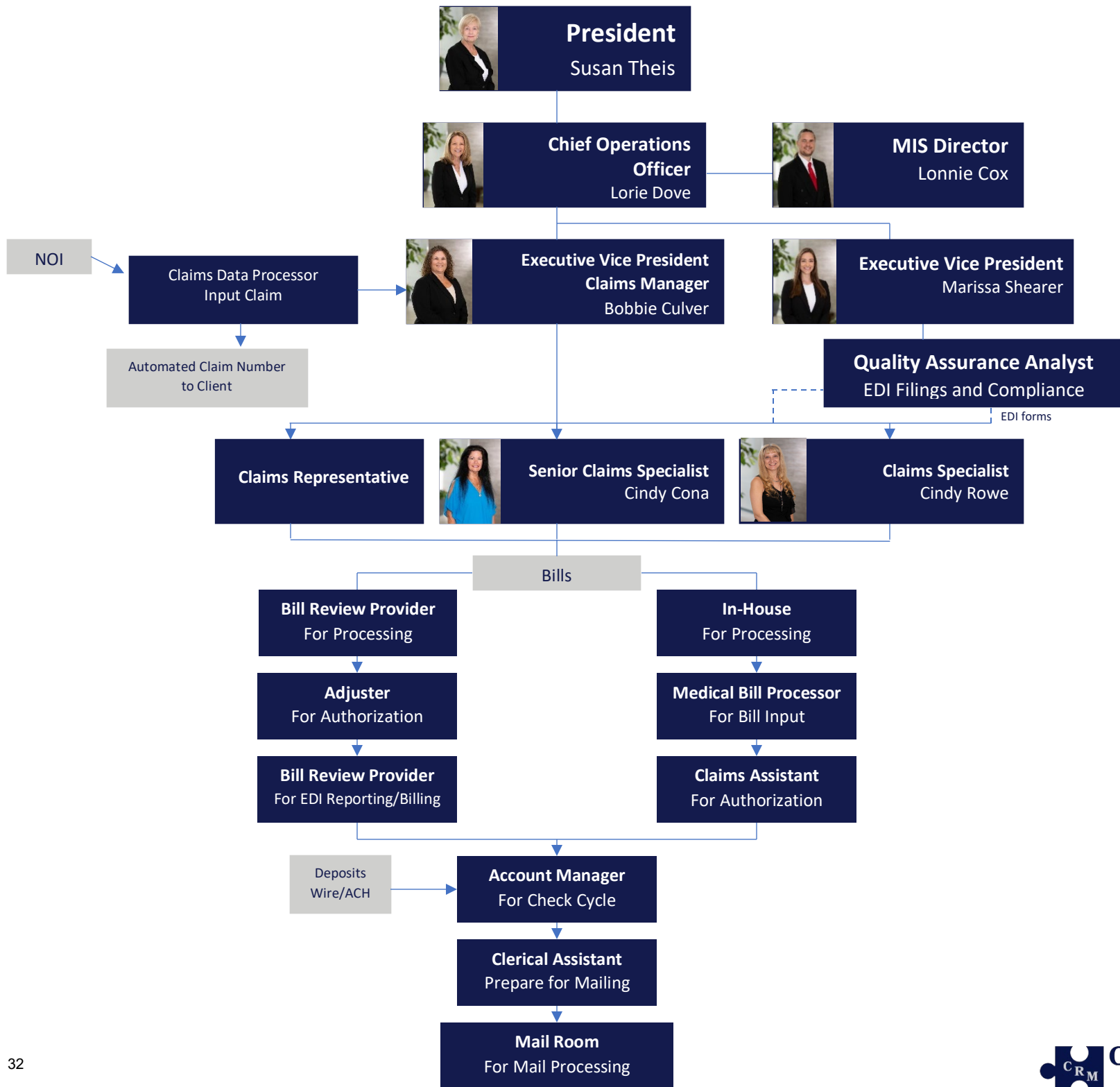
Litigation includes monitoring litigation involving claims against the City of Lake Worth Beach, providing adjusting services as requested by defense counsel, monitoring bills and expenses, ensuring retention of experts is cleared with the City, and handling settlement negotiations with authority granted by the City. We understand this is the City's liability and workers' compensation program. We customize our programs to adhere to the City's needs.

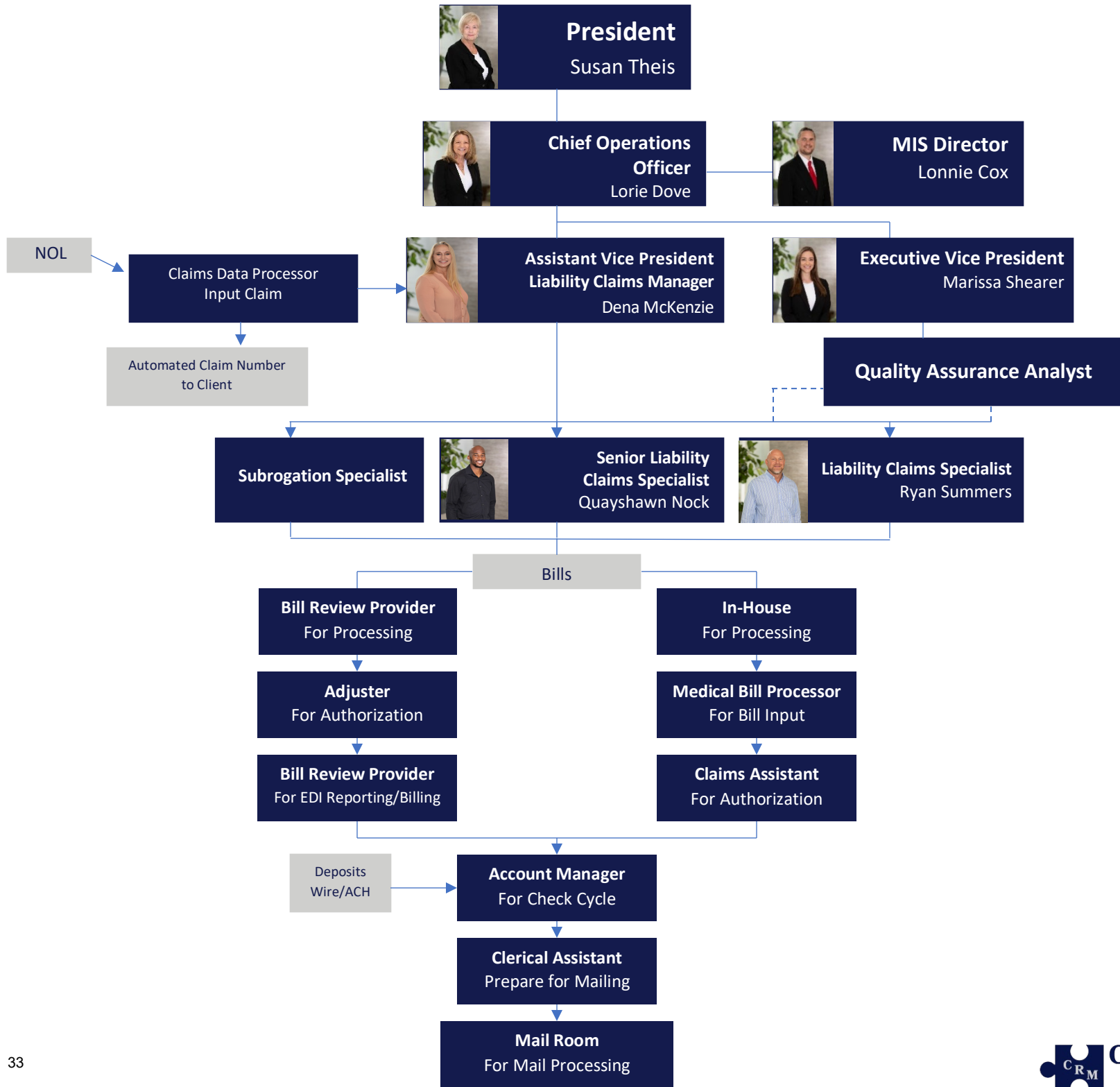
7. Provide some example of after-hour claims processing.

Commercial Risk Management, Inc. provides our clients with contact numbers for the executive team as well as the claims manager and senior adjusters (liability and workers' compensation) in the event of an after-hours claim emergency. We are available 24 hours a day, 7 days a week. It is not uncommon for our municipal clients to have an emergency, whether it be a liability matter or workers' compensation injury.

In the event of an after-hours emergency, our liability claims staff will provide direction and guidance on taking necessary precautions to prevent further loss to the City's property and advise City staff not to discard any damaged property. We will immediately contact a local contractor or emergency cleaning and restoration service to assist with securing your property.

With workers' compensation, unfortunately, there are occasions given the nature of their occupation where employees, such as police officers, sustain gunshot wounds in the course and scope of their employment. We immediately contact the hospital to facilitate any medical needs, ensure appropriate discharge planning is in place, and will contact the employee's family (with the City's approval) to provide reassurance during this traumatic period. We will assign a nurse case manager (with the City's approval) and continue to work on the claim after hours prior to our formal receipt of the notice of injury to ensure we are taking care of the City's needs and those of their injured workers.







Commercial Risk Management

Susan E. Theis, CWC, Owner/President/Chief Executive Officer



Ms. Theis began her career with Commercial Risk Management, Inc. in 1980. She holds an All Lines adjuster license in the state of Florida and is Board Certified in Workers' Compensation with the Florida Department of Insurance, Division of Workers' Compensation. Ms. Theis has held many positions at Commercial Risk Management, Inc. She became the President in 1998, then became co-owner of Commercial Risk Management, Inc. in December of 2011.

Ms. Theis is a member of the Association of Workers' Compensation Claims Professionals (WCCP) and attends Public Risk Management Association meetings. She is a Board Member of the Florida Association of Self-Insureds.

Ms. Theis is an accomplished speaker and has participated in many panel discussions such as the Telehealth discussion panel, where she spoke alongside board certified physicians and a highly acclaimed attorney. Ms. Theis is an invaluable resource for existing and potential self-insureds. Her extensive experience and knowledge of the workers' compensation industry are exhibited through her ability to assist in developing specific self-insured programs. She has assisted in educational programs for certain key employees and/or departments at a self-insured client's request.

In her current position at Commercial Risk Management, Inc., Ms. Theis oversees the administration of the workers' compensation programs, ensuring the success of each program. She coordinates and assists with financial discussions, including outstanding liabilities, with each self-insured client. Ms. Theis provides all Unit Stat and Outstanding Liability reporting to the Department of Financial Services, Workers' Compensation Division. To ensure that the service provided to our clients exceeds standard, she selects and assists in supervising the staff and dedicated unit for each program.



Commercial Risk Management

Lorie D. Dove, CWCL, Owner/Corporate Officer/Chief Operations Officer



Ms. Dove has been with Commercial Risk Management, Inc. since 1983. She has an Associate of Science degree in Accounting and holds an All Lines adjuster license in the State of Florida. She is a member of the Association of Workers' Compensation Claims Professionals (WCCP) and is Board Certified in Workers' Compensation Litigation with the Florida Department of Insurance, Division of Workers' Compensation. Ms. Dove was efficient in several positions at Commercial Risk Management, Inc., receiving multiple promotions over the years. She became the Vice President of Operations in 2004, was promoted to Chief Operations Officer in 2007, then became the co-owner of Commercial Risk Management, Inc. in December of 2011.

Ms. Dove serves on the Executive Board of Directors as Chairperson for the Association of Workers' Compensation Claims Professionals (WCCP). She has been a Board member since December of 2011 and previously held the position of Secretary. The position she holds is dedicated to the purpose of raising the level of professionalism in the Workers' Compensation Claims Community through education and communication. She participates in numerous conferences throughout the year including the WCCP Florida Bar Forum, Florida Educational Risk Management Association, Risk Management Society, Workers' Compensation Institute, and Public Risk Management Association.

Ms. Dove's current position at Commercial Risk Management, Inc. is to oversee the financial and reporting component of the self-insured programs. She is responsible for hiring, training, and managing the claims data analytic positions, along with additional clerical positions, to ensure accurate data that follows a strict internal control from an SSAE 18/Type 2 SOC standpoint. Ms. Dove is also the systems administrator for our custom software. She manages all aspects of the software including the in-house programmers, all importing/exporting, the remote users, and the conversion of all new clients. Ms. Dove oversees all custom, analytic, and interactive reporting for the clients. She is the Account Manager for our clients for the MMSEA Section 111 Mandatory Reporting to CMS. In addition, she continues to manage the Florida Self-Insurers Guaranty Association, Inc.'s program, which represents all insolvent self-insured accounts handled by the State of Florida.



Commercial Risk Management

Marissa Shearer, MBA, CWCL, Owner/Executive Vice President



Ms. Shearer has been employed with Commercial Risk Management, Inc. since 2008. She graduated from the University of South Florida with a Bachelor of Arts degree in English Literature in 2013 and her Master of Business Administration (MBA) degree in 2023. Ms. Shearer serves on the Board of Directors for Kids' Chance of Florida. Ms. Shearer has an All Lines adjuster license in the State of Florida and is a member of the Association of Workers' Compensation Claims Professionals (WCCP), an organization in which she also served as Marketing and Conference Manager. She is Board Certified in Workers' Compensation Litigation with the Florida Department of Insurance, Division of Workers' Compensation. Ms. Shearer has attended training classes with the Division of Workers' Compensation and is well versed in Florida Statute 440 as well as the 69L rules.

Ms. Shearer has held varying positions within Commercial Risk Management, Inc., including Quality Assurance and Analytics Manager. Due to her proven ability to excel in every assignment, she was promoted to the Vice President of Quality Assurance and Analytics in September of 2019. Ms. Shearer became Executive Vice President and co-owner in January of 2021. Ms. Shearer's leadership skills have allowed her to naturally succeed in the supervision of the adjusting team's claims handling processes. She works closely with the Quality Assurance Analyst team and claims team, providing training and insight into rules and regulations set forth by the Division of Workers' Compensation. Ms. Shearer ensures State reporting is completed timely and accurately. She also monitors lost time claims to ensure adherence to the aforementioned rules and regulations and best practice procedures. In addition, she manages all aspects of Medical EDI as well as the Centralized Performance System (CPS) Portal for each self-insured client. Ms. Shearer works directly with the Division of Workers' Compensation for State audits. Under her supervision, two clients were awarded the Distinguished Conduct and Exemplary Service Award at the 2023 WCI Annual Conference. Ms. Shearer also oversees all filings with SDTF and CMS for recovery.

Ms. Shearer creates and oversees the development of metric, dashboard, custom, and interactive reports to assist with claims mitigation and benchmarking. She provides and presents an analytical strategy for cost containment. Ms. Shearer attends annual claims review meetings to provide stewardship reports for clients, which includes an overview of detailed, trending claim information. She performs regular data integrity and quality control checks to identify areas of improvement and oversees report enhancements. She serves as a technical resource/subject matter expert on analytical tools and processes. Ms. Shearer also mentors and provides technical training to the adjusting and adjuster support staff.



Commercial Risk Management

Lonnie Cox, MIS Director



Mr. Cox is a proven Information System Specialist with over 15 years of experience developing software solutions in the Benefits Management field. He specializes in leveraging automation and technology to improve efficiency, organization and accuracy. Utilizing his experience of hardware, networking, software development, and healthcare informatics, along with excellent verbal and written communication skills, Mr. Cox is able to analyze the needs and desires of the client and craft customized solutions that exceed expectations.

Having supported and trained others to use software, Mr. Cox also possesses the ability to express technical information that is easily understood by those without a technical background. This enhances communication between other team members and improves overall productivity of the team.

Mr. Cox works diligently to achieve his goal of surpassing clients' expectations. He supervises a junior software developer, and together they take great pride in creating solutions to improve overall productivity. Whether leading or working as part of a team, Mr. Cox has overseen numerous software implementations and large-scale automation projects. He has implemented several business systems including integrated mail automation systems, document scanning solutions, large-scale digital document storage and retrieval systems and a variety of electronic data interface programs. To remain cognizant of the latest trends in information technologies, he has utilized several different technologies over the years. Mr. Cox has a wide range of technical skills, specializing in Microsoft SQL Server, VB.NET. He also has extensive experience with C#, Java and various other programming and scripting languages, as well as hardware and network management.



Commercial Risk Management

Bobbie Culver, CWCL, Owner/Executive Vice President



Ms. Culver has been involved in Claims and Risk Management since joining Commercial Risk Management, Inc. in 1997. She holds an All Lines adjuster license in the State of Florida. Ms. Culver has held many positions within Commercial Risk Management, Inc. such as Assistant Vice President of Claims as of 2010. She was promoted to Vice President of Claims in 2015 and became Executive Vice President and co-owner in January of 2021.

Ms. Culver is a member of the Association of Workers' Compensation Claims Professionals (WCCP), the Sarasota/Bradenton Claims Association and attends Public Risk Management Association meetings. She is Board Certified in Workers' Compensation Litigation with the Florida Department of Insurance, Division of Workers' Compensation. Ms. Culver has participated in panel discussions including the National Public Risk Insurance Management conference and has spoken alongside Honorable Chief Judge David Langham on Workers' Compensation Updates. Her dedication to leadership in workers' compensation is reflected not only in the workplace, but also in her personal life. She has been an integral part of the annual Perillo-Stafford Leukemia foundation Golf Tournament which assists individuals and families who are struggling financially due to a terminal illness. Ms. Culver also participates in the Give Kids the World Service Project at the WCI annual conference, as well as the Hope Challenge and Make a Wish Pillow Challenge.

In her current position, Ms. Culver oversees the self-insured claims program and manages all levels of claims personnel assigned to the program. Ms. Culver develops and implements specific action plans to correct any deficiencies at the supervisor and adjuster level. She ensures the supervisor is maintaining appropriate file engagement and provides meaningful technical guidance that contributes to both claim resolution strategies and professional development of claims staff. Ms. Culver recognizes trends and implements improvement opportunities by monitoring team performance, reviewing and interpreting data analytics and developing strategies to improve quality, customer satisfaction and overall claim outcomes. She presents annual Stewardship Reports with a focus on the specific needs of the self-insured workers' compensation program. Ms. Culver has been influential in developing Wellness Programs and strategic plans for legacy claims resolution for many of her clients.



Commercial Risk Management

Jazmyne Mello, CWCL, Claims Supervisor



Ms. Mello began her career in claims management with Commercial Risk Management, Inc. in 2008. She is licensed in the State of Florida and is a member of the Workers' Compensation Claims Professionals. She is Board Certified in Workers' Compensation Litigation with the Florida Department of Insurance, Division of Workers' Compensation. She has attended special training sessions designed to enhance her knowledge of investigating, evaluating, and managing complicated worker's compensation and liability claims.

Ms. Mello has extensive experience in managing claims unique to the healthcare industry as well as municipalities. She has expertise in identifying claims that may violate F.S. 440.105 and 440.09 (fraud) and assists defense counsel with perfecting defenses necessary to prosecute those claims. She assists the claims personnel in coverage investigation, liability analysis, and settlement negotiation. Ms. Mello understands the proper application of Medicare-Set-Aside guidelines and has the expertise to manage all claims including catastrophic claims and claims involving third party recoveries. Ms. Mello supervises the daily claims handling of adjusters assigned to self-insured employers for whom she is responsible. She works directly with the self-insured clients to ensure information is exchanged promptly and effectively. Ms. Mello reviews incoming claims, assigning them to the appropriate claims adjuster, monitors claims until conclusion, and coordinates claims review meetings.

In addition, Ms. Mello oversees all partnerships between Commercial Risk Management, Inc./our clients and third party vendors. She monitors these partnerships to ensure the licensing is up-to-date and the service provided by these vendors to our clients is exceptional.



Commercial Risk Management

Cindy Cona, CWCL, Senior Claims Specialist



Ms. Cona has been employed by Commercial Risk Management, Inc. since 1998. She has been in the workers' compensation industry since 1978 and started managing lost time and litigated claims in 1980. Ms. Cona is a member of the Workers' Compensation Claims Professionals and has attended special training sessions designed to enhance her knowledge of investigating, evaluating and managing complicated workers' compensation claims. She is Board Certified in Workers' Compensation with the Florida Department of Insurance, Division of Workers' Compensation.

Ms. Cona manages complicated lost time and litigated claims from inception to closure. She has a complete understanding of the complexities involved in the heart and first responder presumptive laws to include F.S. 112.18, F.S. 112.181 and F.S. 112.185. She fully participates in settlement negotiations, mediations and court proceedings and has offered her expert testimony on multiple occasions in depositions and final hearings. Ms. Cona understands the proper application of Medicare-Set-Aside guidelines and has the intuitive resolve to recognize and pursue potential fraud under the Statute. She has the experience to manage all claims including catastrophic claims and claims involving third party recoveries, the reinsurance carrier and Special Disability Trust Fund claims.

Ms. Cona has managed claims for self insured employers since 1980 and; therefore, understands the nature of the relationships between, and the importance of communication with each department, Risk Management and the adjuster. She has assisted in the development of preferred providers for the self insured employer, including assisting in the selection of the defense team and coordination of the development of the employer's Wellness Center. Ms. Cona not only has the knowledge and experience to recognize potential fraudulent claims, but she also has the tenacity to collect the necessary documentation in order to have a successfully prosecuted claim.



Commercial Risk Management

Cindy Rowe, CWC, Claims Specialist



Ms. Rowe has been working in the workers' compensation industry since 1993. She began her career in workers' compensation claims management with Commercial Risk Management, Inc. in 1998 after joining the organization in 1997. Ms. Rowe is fully licensed and is a member of the Association of Workers' Compensation Claims Professionals (WCCP). She has been managing lost time claims from inception to closure since 2005. Ms. Rowe has attended classes specifically designed to enhance her knowledge in investigation, compensability determination, and overall management of workers' compensation claims. She is Board Certified in Workers' Compensation with the Florida Department of Insurance, Division of Workers' Compensation.

Ms. Rowe has the expertise necessary to identify issues that require further investigation, including compensability, subrogation, major contributing cause, and potentially fraudulent activity. Due to her exclusive experience with self-insured clients, she understands the importance of communication with both the injured worker, as well as with the management team at the employer. Ms. Rowe has assisted in the development and training of preferred providers for the self-insured employer. She manages all claims involving third party recoveries including reinsurance carriers and Special Disability Trust Fund claims.

Ms. Rowe understands the proper application of Medicare-Set-Aside guidelines and the necessary coordination with excess carriers when appropriate. Ms. Rowe not only has the knowledge and experience to recognize potential fraudulent claims, but she also has the tenacity to collect the necessary documentation in order to successfully pursue fraudulent claims. She has been successful in submitting referrals to the Division of Fraud and obtaining reimbursement from claimants who have been prosecuted.



Commercial Risk Management

Dena McKenzie, CWCL, Assistant Vice President, Claims



Ms. McKenzie has been employed by Commercial Risk Management, Inc. since 2001. She has worked in the industry since 1998 and has experience handling claims in the States of Florida, Georgia, North Carolina, and South Carolina. Ms. McKenzie graduated from Pasco-Hernando State College with a Bachelor of Applied Science in Supervision and Management. She is Board Certified in Workers' Compensation Litigation with the Florida Department of Insurance, Division of Workers' Compensation. She is a member of the Workers' Compensation Claims Professionals and has attended special training sessions designed to enhance her knowledge of investigating, evaluating, and managing complicated workers' compensation and liability claims. In 2013, Ms. McKenzie

was nominated for and received the Rising Star Award by the Workers' Compensation Claims Professionals, which recognized her exemplary professionalism and dedication.

In her current position, Ms. McKenzie supervises adjusters assigned to self-insured employers for workers' compensation and liability claims handling. She assists the claims personnel in coverage investigation, liability analysis, and settlement negotiation. Ms. McKenzie has a complete understanding of the complexities involved in the first responder presumptive laws. She oversees the adjusters' investigation of these claims and confirms investigation protocols have been implemented timely and that compensability is finalized as quickly as possible to mitigate unnecessary expense. Ms. McKenzie understands the application of the Medicare-Set-Aside and the importance of resolution of any conditional payments or liens asserted by CMS. Ms. McKenzie supervises catastrophic claims, claims involving third party recoveries, reinsurance, and Special Disability Trust Fund recovery.

Ms. McKenzie's leadership goes beyond her employment at Commercial Risk Management, Inc. For the past 22 years, she has been an integral part of the Perillo-Stafford Leukemia Foundation's annual golf tournament. This is a non-profit organization that benefits individuals and families who have been diagnosed with leukemia. More recently, Ms. McKenzie has become involved with expanding the golf tournament for the Annual Claims Management and Leadership Conference hosted by the WCCP. Ms. McKenzie has taken on the role of assisting with Give Kids the World, which treats kids with critical illnesses and their families to a weeklong vacation at no cost to the families. Her experience working with these foundations has enhanced her overall leadership skills and expanded her network of professionals to assist and get assistance for any claims related issues that arise.



Commercial Risk Management

Quayshawn Nock, CCA, Senior Liability Claims Specialist



Mr. Nock began his career in the claims management industry with Commercial Risk Management, Inc. in 2022. He previously worked as an Independent Adjuster in the States of Florida and Texas. Mr. Nock effectively utilizes his prior learned experience in current claims handling. He holds an adjuster All Lines license in Florida and Texas and is a Certified Claims Adjuster. Mr. Nock has completed college-level courses in Computer Programming.

As a Senior Liability Claims Specialist, Mr. Nock is tasked with managing liability claims for self-insured employers. He has experience handling automobile liability, commercial liability, catastrophe claims, and property claims. Mr. Nock directly investigates each claim through prompt and strategically appropriate contact with parties such as policyholders, claimants, law enforcement agencies, witnesses, agents, medical providers, and technical experts to determine the extent of liability, damages, and contribution potential. He interviews witnesses and stakeholders and takes necessary statements. He also completes outside investigation as needed per case specifics.

Mr. Nock verifies the nature and extent of injury or damages by obtaining and reviewing appropriate records and damages documentation. He is responsible for prompt and proper disposition of all claims within his delegated authority. Mr. Nock recognizes and implements alternate means of resolution when indicated. He updates appropriate parties as needed and provides new facts as they become available, noting their impact upon the liability analysis and settlement options. Mr. Nock ensures the appropriate settlement options are fully analyzed and accurately issued.

Mr. Nock remains apprised of changes in claims handling and potential outcomes by engaging in learning opportunities which build knowledge in varying lines of coverage and court decisions impacting the claim's function. Mr. Nock's breadth of knowledge and experience, coupled with his consistent application of both, results in Mr. Nock handling all aspects of claims efficiently and effectively until their timely resolution.



Commercial Risk Management

Ryan Summers, Liability Claims Specialist



Mr. Summers began his career in the claims management industry with Commercial Risk Management, Inc. in 2002. Mr. Summers was initially assigned to the Account Management department where he excelled and was promoted to varying positions. As an Account Manager III, Mr. Summers worked directly with clients to provide standardized reports and analyzed data to produce detailed analytical reports regarding claims history. He also managed all aspects of the checking accounts for various clients based on internal control requirements.

In 2017, Mr. Summers was promoted to a Liability Claims Specialist, where he is tasked with managing liability claims for self-insured employers. He holds an All Lines adjuster license with the State of Florida. Mr. Summers engages in learning opportunities to build knowledge in varying lines of coverage and court decisions impacting the claim's function.

As a Liability Claims Specialist, Mr. Summers directly investigates each claim to determine liability. Mr. Summers will verify damage and estimates are accurate. He interviews witnesses and stakeholders and takes necessary statements, as strategically appropriate. He also completes outside investigation as needed per case specifics.

Mr. Summers verifies the nature and extent of damages confirming estimates are in line with insured liability. He has an emphasis for examining potential subrogation recoveries. He places excess carriers on notice of large loss claims. He identifies suspicious loss and makes referrals to SIU as appropriate. He is responsible for prompt and proper disposition of all claims within his delegated authority and implements alternate means of resolution when indicated. He updates appropriate parties as needed with new facts as they become available and notes their impact upon the liability analysis and settlement options.

EXHIBIT "D"

RFP #24-204 THIRD PARTY CLAIMS ADMINISTRATIVE SERVICES

SIMILAR PROJECTS

List three (3) similar projects successfully completed in the past five (5) years by the firm who will be managing the contract. Projects shall provide evidence of experience and skill with similar scope, knowledge with providing Third Party Claims Administration services. All listed projects listed shall be for services provided to government entities. Only one project listed may be for the City of Lake Worth Beach if applicable.

Completed Project #1:

Agency/company: Hillsborough Transit Authority

Current contact person at agency/company: Jason Wright

Telephone: 813-384-6622 Fax: 813-384-6295 E-mail: wrightj@gohart.org

Address of agency/company: 1201 East 7th Ave. 3rd Floor Tampa FL 33605

Name of project: Third Party Administrator for General & Auto Liability Claims and Workers' Compensation Claims

Description: Hillsborough Transit Authority has been a client of Commercial Risk Management, Inc. for their workers' compensation claims administration since 2013. In March 2023, Commercial Risk Management, Inc. was awarded RFP 47641 for the administration of Auto and General Liability Claims and Workers' Compensation Claims.

Project value: \$226,150.00 Start date: April 2013 Completion date: April 2028
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: Bobbie Culver

Others: Jazmyne Mello, Victor Albury, Jennifer Clark, Quayshawn Nock, Ryan Summers, Elizabeth Landa-Trujillo

Completed Project #2:

Agency/company: Pasco County Board of County Commissioners

Current contact person at agency/company: Alex Davis

Telephone: 727-847-8028 ext. 8371 Fax: 727-847-8992 E-mail: asdavis@pascocountyfl.net

Address of agency/company: 7536 State Street New Port Richey FL 34654

Name of project: Claims Administration for Workers' Compensation and Auto and General Liability Claims

Description: Pasco County has been a client of Commercial Risk Management, Inc. for their workers' compensation claims administration since 1988. In April 2023, Commercial Risk Management, Inc. was awarded the contract for the administration of their Auto and General Liability claims.

Project value: \$124,000.00 Start date: October 1988 Completion date: October 2029
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: Bobbie Culver

Others: Victor Albury, Cindy Rowe, Keyla Arroyo

Completed Project #3:

Agency/company: City of Boca Raton

Current contact person at agency/company: Richard Ignoffo

Telephone: 561-393-7970 Fax: 561- 393-7766 E-mail: RIgnoffo@ci.boca-raton.fl.us

Address of agency/company: 201 W. Palmetto Park Road, Boca Raton FL 33432

Name of project: Workers' Compensation Claims Administration and Use of Liability Claims System

Description: The City of Boca Raton came to us in November 2023. Commercial Risk Management, Inc. administers the Workers' Compensation program for the City. In addition, the City of Boca Raton uses the Commercial Risk Management, Inc. Claim Information System for the management of their Auto and General Liability Program.

Project value: \$84,864.00 Start date: November 2023 Completion date: November 2028
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: Bobbie Culver

Others: Cathy Weiser, Keyla Arroyo, Kelly Dixon, Elizabeth Land-Trujillo

EXHIBIT "E"

RFP #24-204 THIRD PARTY CLAIMS ADMINISTRATIVE SERVICES

REFERENCES

List below, or on an attached sheet, list references per RFP requirements for providing the required services. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past three (3) years** provided services. This form may be copied. **Respondents shall not use City's employees as their references.**

REFERENCE #1

Name of Client: City of Boynton Beach

Address: 100 East Ocean Avenue Boynton Beach FL 33425

Phone: (561) 742-6043 Fax: (561) 742-6041

Contact Person: Morgan Chaloupka Title: Risk Manager

Description of services: Administration of Workers' Compensation Claims

REFERENCE #2

Name of Client: City of Cape Coral

Address: 815 Nicholas Parkway East, Cape Coral FL 33915

Phone: (239) 573-3138 Fax: (239) 242-5303

Contact Person: Connie Schwarberg Title: Risk Manager

Description of services: Administration of Workers' Compensation Claims as well as the use

of the Commercial Risk Management Claim System for management of their Liability claims.

REFERENCE #3

Name of Client: Polk County Board of County Commissioners

Address: PO Box 9005, Drawer AS06 Bartow FL 33831

Phone: (863) 534-5268 Fax: (863) 519-4726

Contact Person: Mitch St. Jean Title: Claims Manager

Description of services: Administration of Workers' Compensation claims. Polk County was

with Commercial Risk Management from 1980- 1992 and 1997 to current award through 2028

EXHIBIT "H"

RFP #24-204 THIRD PARTY CLAIMS ADMINISTRATIVE SERVICES

**VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND
LOCAL BUSINESS PREFERENCE FORM**

Section 2-117 of the City's Code of Ordinances shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this RFP.

The undersigned Respondent, hereby claims the following preference:

- Veteran Business Enterprise
- Small Business
- Local Business

Documentation to support a Respondent as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the RFP and attached to this form. Documentation submitted after the bid deadline will be rejected.

Signature: _____

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: *Susan E Theis*

Print Name: Susan E Theis

Print Title: President/CEO

Print Name of Business: Commercial Risk Management, Inc.



Commercial Risk Management

Tab 8 – Default, Termination, Litigation, Debarment, etc.

Commercial Risk Management, Inc. has not had a contract terminated for default in the last five years. Commercial Risk Management, Inc. has never had a contract terminated for default.

Commercial Risk Management, Inc. does not have any pending lawsuits or past litigations relevant to the subject matter of this Request for Proposal that have been filed in the last five years. Commercial Risk Management, Inc. has never had any lawsuits or litigation relating to the subject matter.

Commercial Risk Management, Inc. has not had a debarment in the past five years. Commercial Risk Management, Inc. has never had a debarment.



CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

February 19, 2024

Ms. Susan E. Theis
CEO/President
2002 N. Lois Avenue, Suite 600
Tampa, Florida 33607

Re: Qualified Servicing Entity Annual Report
Commercial Risk Management, Inc.

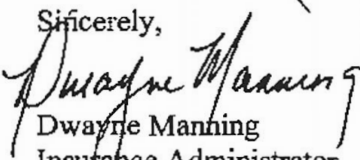
Dear Ms. Theis:

The Qualified Servicing Entity Annual Report for your company has been received. The Division has reviewed this annual filing and found that your company is in compliance with Rule 69L-5.230(11) F.A.C. (Retaining Authorization as a Qualified Servicing Entity). This letter confirms that your company has been recertified for the period **March 1, 2024, through February 28, 2025.**

Attached is a copy of Form DFS-F2-SI-23 (Qualified Servicing Entity Annual Report Form), to be used for future filing of this report with the Division. Also attached is a copy of Form DFS-F2-SI-19 (Certification of Servicing for Self-Insurers), this form is to be completed within thirty (30) days after entering a contract for servicing of workers compensation claims.

Your next annual report is due in our office no later than **March 1, 2025.**

Should you have any questions or need further assistance, please contact me at (850) 413-1784 or via e-mail at Dwayne.Manning@myfloridacfo.com.

Sincerely,

Dwayne Manning
Insurance Administrator

RECEIVED

Attachments

FEB 27 2024

CRM, INC. TAMPA



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
COMMERCIAL RISK MANAGEMENT, INC.

Filing Information

Document Number	381564
FEI/EIN Number	59-1346411
Date Filed	05/04/1971
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/05/2003
Event Effective Date	NONE

Principal Address

2002 N. Lois Ave. Ste. 600
TAMPA, FL 33607

Changed: 07/15/2021

Mailing Address

PO BOX 18366
TAMPA, FL 33679-8366

Changed: 04/25/2003

Registered Agent Name & Address

THEIS, SUSAN E
2002 N Lois Ave
SUITE 600
TAMPA, FL 33607

Name Changed: 04/25/2005

Address Changed: 01/31/2022

Officer/Director Detail

Name & Address

Title CEOP

THEIS, SUSAN E
2002 N Lois Ave Ste 600
TAMPA, FL 33607

Title COO, Secretary, Treasurer

DOVE, LORIE D
2002 N Lois Ave Ste 600
TAMPA, FL 33607

Annual Reports

Report Year	Filed Date
2022	01/31/2022
2023	04/14/2023
2024	04/01/2024

Document Images

04/01/2024 -- ANNUAL REPORT	View image in PDF format
04/14/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
02/09/2021 -- ANNUAL REPORT	View image in PDF format
01/19/2021 -- Off/Dir Resignation	View image in PDF format
04/09/2020 -- ANNUAL REPORT	View image in PDF format
04/17/2019 -- ANNUAL REPORT	View image in PDF format
03/30/2018 -- ANNUAL REPORT	View image in PDF format
04/04/2017 -- ANNUAL REPORT	View image in PDF format
04/13/2016 -- ANNUAL REPORT	View image in PDF format
04/07/2015 -- ANNUAL REPORT	View image in PDF format
03/27/2015 -- Off/Dir Resignation	View image in PDF format
04/16/2014 -- ANNUAL REPORT	View image in PDF format
04/01/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2012 -- ANNUAL REPORT	View image in PDF format
03/28/2011 -- ANNUAL REPORT	View image in PDF format
04/01/2010 -- ANNUAL REPORT	View image in PDF format
03/31/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
04/05/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
04/21/2004 -- ANNUAL REPORT	View image in PDF format
04/25/2003 -- ANNUAL REPORT	View image in PDF format
03/05/2003 -- Amendment	View image in PDF format
05/12/2002 -- ANNUAL REPORT	View image in PDF format
05/10/2001 -- ANNUAL REPORT	View image in PDF format
04/14/2000 -- ANNUAL REPORT	View image in PDF format
04/26/1999 -- ANNUAL REPORT	View image in PDF format

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CINDY MARIE CONA

License Number : A052593

Resident Insurance License

- 0524 - ADJUSTER - WORKERS COMP

Issue Date

04/19/1990

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fldfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CYNTHIA JAN ROWE

License Number : P006221

Resident Insurance License

- 0524 - ADJUSTER - WORKERS COMP

Issue Date

10/13/2005

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fldfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

QUAYSHAWN NOCK

License Number : W724815

Resident Insurance License

- 0620 - ADJUSTER - ALL LINES

Issue Date

03/04/2021

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fldfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MICHAEL RYAN SUMMERS

License Number : W548355

Resident Insurance License

- 0620 - ADJUSTER - ALL LINES

Issue Date

02/15/2019

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fldfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida

Policy No.: TER 5070439

Renewal of: TER 2861776

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY INSURANCE FOR INSURANCE AGENTS AND BROKERS DECLARATIONS

<p>1. NAMED INSURED AND PRINCIPAL ADDRESS: Commercial Risk Management, Inc. 2002 N Lois Avenue Suite 600 Tampa, FL 33607-2391</p>	<p>2. POLICY PERIOD: Effective Date: 08/08/2023 Expiration Date: 08/08/2024 12:01 A.M. Standard Time at the Principal Address of the Named Insured stated at left.</p>
<p>3. PRODUCER'S NAME AND ADDRESS: Specialty Program Group, LLC 1000 Parkwood Circle SE Suite 925 Atlanta, GA 30339-2182</p>	<p>4. THIS INSURANCE IS UNDERWRITTEN AND ISSUED BY: Great American E&S Insurance Company</p>
<p>5. LIMITS OF LIABILITY (Inclusive of Claim Expenses): (A) The Limit of Liability per Claim under this Policy shall not exceed \$ 5,000,000 each Claim (B) The Limit of Liability for all Claims under this Policy shall not exceed \$ 5,000,000 in the aggregate</p>	<p>6. SELF-INSURED RETENTION (Applies to Claim Expenses and Damages): \$25,000 each Claim</p>
<p>7. RETROACTIVE DATE: 08/08/1988 12:01 A.M. Standard Time at the Principal Address of the Named Insured stated above</p>	<p>8. PRIOR AND PENDING LITIGATION DATE: 08/08/2004 12:01 A.M. Standard Time at the Principal Address of the Named Insured stated above</p>
<p>9. POLICY PREMIUM: : Payable at inception of the Policy Period stated above</p>	<p>10. MINIMUM EARNED PREMIUM: \$ Surplus Lines Tax Stamping Office Fee</p>
<p>11. NAMED INSURED'S PROFESSIONAL SERVICES COVERED BY THIS POLICY: Only those workers' compensation claims administration services the Insured performs for others, including services performed while acting as an insurance agent or broker solely in the placement of excess workers' compensation insurance products; Automobile liability and general liability administration services the Insured performs for others, but solely for Wrongful Acts occurring on or after 08/08/2023.</p>	
<p>The Declarations, together with the completed and signed Application, policy form and any endorsement or addenda, all as attached hereto and listed on AES 1001 shall collectively constitute the Policy.</p>	

Receipt # 1482292 | Control No. 0017816

For Period Commencing JULY 1ST, 2023 | and ending September 30, 2024

Total: 241.52 | Dated 05/07/2024 | Application No.

This Business Tax Receipt does not permit the holder to operate in violation of any City Law or Ordinance including, but not limited to, Zoning and other land use regulations. If in doubt, the holder should verify that he or she has the appropriate zoning by calling the Office of Land Development Coordination at 274-3100. This Business Tax Receipt must be conspicuously posted in place of business.

Classification	Description	Amount
065022	INSURANCE AGCY-1ST AGENT	\$115.76
065024	INSURANCE AGENT	\$115.76
993000	ADMIN HANDLING FEE	\$10.00

2024
CITY OF TAMPA
TAX RECEIPT
BUSINESS
TAX
DIVISION

By: WEB

Business Name and Address
COMMERCIAL RISK MANAGEMENT INC
SOUTHEASTERN UNDERWRITERS INC
PO BOX 18366
TAMPA FL 33679

Business Name and Location
SUSAN E THEIS
2002 N LOIS AVE SUITE 600
TAMPA FL 33607

RECEIVED

MAY 14 2024

CRM, INC. TAMPA



Commercial Risk Management

Appendix "A"

Responsiveness & Methodology

CRM Best Practices Workers' Compensation and Liability and Examples

Workers' Compensation

Three Point Contact for Indemnity Claims

For all indemnity claims, aggressive efforts will be made to contact the employer, injured worker and medical provider within 24 hours. If applicable, witnesses should also be contacted. All contacts or attempted contacts will be documented.

Initial file set ups and timely referral to the adjuster is imperative to meet the best practice for timely contacts. The standard of measurement used for this best practice is contact by the adjuster within 24 hours of knowledge of a lost time claim with:

- The injured worker
- The medical provider (or nurse case manager, if he/she has contacted the medical provider)
- The employer to discuss transitional duty arrangements (or nurse case manager if he/she has contacted the employer to facilitate transitional duty assignment)

Investigation

Investigations should be completed within 14 days from receipt of claim or sooner if required by statute. Documentation will be complete and indicate any reason for further investigation beyond 14 days.

The initial investigation of a claim sets the tone for the life of a claim. It requires timely and thorough fact gathering, which makes aggressive case management possible. The adjuster will determine the compensability of a claim on every claim and always in conjunction with the client. Because of our acute sensitivity to the litigious nature of this business, sometimes these decisions are based on a specific strategic plan agreed upon by Commercial Risk Management, Inc. and the client. Oftentimes, other "employment" issues may impact the ultimate decision on a claim, and this is why it is imperative that decisions be made as a strategic alliance.

Compensability determination is a key element of a claim's investigation.

An initial investigation has many components that may include, but not be limited to:

- Index/Medical Canvas
- Field investigations
- Recorded statements
- Lost wage information
- Police reports
- Securing any other applicable records

The lack of investigating and documenting any or all the components can adversely impact the future exposure of a claim.

Subrogation/Recoveries

The potential for subrogation is recognized immediately in the claim file. The adjuster will identify any third parties and assess the potential of recovery.

Each claim where there is a potential for subrogation will be discussed thoroughly with the client and proper lien notification will be issued. Investigation and subrogation will be pursued on an aggressive basis. Also, the adjuster will monitor future potential for offsets and information regarding social security benefits, unemployment benefits or other potential offsets which may exist and will pursue accordingly as the claim develops. The adjuster will review all files for any existing Special Disability Trust Fund reimbursements and will secure regular, timely reimbursements. The adjuster will report claims to the excess carrier when the specific thresholds are met and will continue to update and request reimbursement as payments dictate or as required by the carrier.

Reserving

The initial reserve will be established within three (3) days of receipt of the Notice of Injury.

Reserving is not an exact science, and some exposures cannot be foreseen on the front end of a claim. As a result, reserves are subject to change. The adjusters should, however, attempt to forecast the probable payout for each claim and reserve accordingly. Reserve worksheets or file notes documenting details will be completed on any claim at \$20,000 or above. Reserves are reviewed as developments occur and at every diary. Reserve approvals will be customized at client's request.

Action Plan

The primary responsibility of all adjusters is the fair and reasonable resolution of claims. File closure must be considered and action plans addressed to effect closure every time a file is reviewed.

Initially, each file is reviewed as activity dictates for lost time claims and should reflect updated action plans for open items and supervisor involvement in critical issues. The adjuster shall document plan of action, strategic plan or status of same on each lost time claim at every diary review.

Case Management

Telephonic or outside case management can be a very effective tool, if used appropriately, for maintaining control of the overall outcome of some claims.

The Commercial Risk Management, Inc. caseload per senior lost time adjuster is maintained at 125 files. This enables the adjuster to manage all aspects of the workers' compensation claim: disability, medical, and litigation. The adjuster stays in contact with the injured worker, the employer, the physician and the attorney. The adjuster, because of the caseload and experience, has the ability to recognize the need for outside case management, either medical or vocational.

Medical case management may be utilized and customized based on criteria established by the client or where the adjuster feels it necessary, and it will benefit the claim from either a medical or a cost containment standpoint. Vocational case management may be utilized where a return to work is not an option, and the claim or defense of a claim may benefit. No assignment will be made without prior approval from the client/employer.

In all cases, the case manager will work directly with the adjuster on a one-on-one basis. The case management is supervised by the adjuster for an initial assignment and for continued necessity or for limited task assignment.

Utilization Review/Peer Review

Utilization review and/or peer review are an integral part of controlling the overall cost of claims.

Choosing the right provider in workers' compensation is a very important part of the claim process and cost containment. The Commercial Risk Management, Inc. adjuster chooses providers in the State of Florida who understand the workers compensation process and generally do not practice over utilization. If, in spite of our efforts, the adjuster or supervisor recognizes the need for peer review or utilization audit, one will be performed. Examples may include excessive use of pharmacy, therapy, prolonged treatment, etc.

Supervisor Reviews

Within 14 days of receipt of assignment, the supervisor is to follow up on any lost time or questionable file to ensure that the adjuster has appropriately investigated the case.

After initial assignment to adjuster, supervisor will follow and document any lost time, questionable or investigated claims within 14 days to be sure that appropriate investigation has taken place. Subsequently, the supervisor will continue to monitor claims as activity dictates.

Supervisor may also document involvement or review of: files transferred; reserve increases; medical only claims open over specified period of time; questions and discussions with adjusters, subrogation; SDTF; excess retentions; etc.

Communication

Timely and thorough contact is one of the key components that attributes to a successful claims management program. Numerous contact attempts should be made in follow up with

the injured worker.

During periods of disability, employees often feel disassociated from their employer. Subsequently, connecting with the employee will assist in keeping the adjuster up-to-date on all pertinent claim issues and assist in maintaining a positive, supportive relationship with the injured employee. Contact should be made with the injured worker at least every two to four weeks during periods of total disability and then as deemed appropriate by adjuster and supervisor/employer until full duty return to work. This contact is to be coordinated with and through the appropriate employer contact.

Contact with the client's defense attorney and the employee's attorney is equally important. Often the client may have pertinent information regarding an injured worker (i.e., information filtered through other employees).

Litigation Management

Litigation management is very important in order to control costs, achieve desired results in the claim process, and better utilize the defense counsel.

Adjusters must be able to clearly state their objective to the defense counsel. They must work together to plan a litigation strategy that will produce optimum claim resolution. Documentation of a litigation plan is needed every 90 days or as file dictates.

Commercial Risk Management, Inc. has established a "panel" of defense firms based on experience, expertise and location, and client preference, concentrating on:

- 1) Skill level of partner, associates, paralegals
- 2) Which attorney in the firm will be assigned
- 3) Establishing activities expected and standards to be met
- 4) Setting ground rules to ensure action will not be taken without approval
- 5) Negotiating and/or reviewing hourly fees and billing standards

Commercial Risk Management, Inc. will try to prevent litigation by fairly and aggressively managing the claim.

If faced with litigation, the claim will be analyzed for exposure. Consider what additional costs, legal and other, may be involved. Litigation is timely and costly. Commercial Risk Management, Inc. has litigation guidelines in place.

Liability

Assignment

Timeliness is critical when responding to liability incidents and occurrences. Claims that are input directly into our claims system are immediately assigned to the appropriate claims adjuster by claim type. Claims submitted through other electronic means are input within 24 hours of receipt.

Coverage

A review of the initial facts of loss and applicable coverage is essential to ensure the claim is covered under the liability policy. When applicable, the client will provide CRM with policy information, carrier information, policy number, effective dates, limits of liability, deductibles, and retentions. Potential coverage issues, or any subsequent issues arising during the investigation, should be brought to the supervisor's attention immediately.

Reserves

Initial reserves are established within 7 days of our receipt of a claim. We re-evaluate, modify, and document reserve amounts that are case specific as coverage disputes, if any, are resolved and other issues clarified throughout the adjusting process. We determine an appropriate settlement value and adjust our reserves accordingly. Reserve thresholds are customizable and will be implemented per the client's request.

Three Point Verbal Contact

For all liability claims, aggressive efforts will be made to identify and contact the insured, involved employees, contractors, or subcontractors, claimants, and witnesses within 24 working hours of initial assignment to the adjuster or upon notice of their involvement. If initial contact attempts are unsuccessful, a contact letter will be mailed followed by two more verbal contact attempts within 72 working hours of assignment. The adjuster may also recommend contact by assigning a field adjuster. All contacts or attempted contacts will be documented.

Investigation

Initial investigations are completed timely and within 7 days from receipt of the claim. Documentation will be complete and indicate any reason for further investigation beyond 7 days.

Each investigation is customized to the case-specific situation or occurrence. Thorough and aggressive fact gathering, sometimes using outside sources, are employed to determine the scope of loss and lead the claim toward a fair and reasonable closure. Our adjusters confirm the causal relationship of any claimed injuries or damages to the accident in question. We ensure that vehicle appraisal inspections are completed in a timely manner and repair estimates submitted promptly. Medical records are procured from treating physicians and medical facilities. If coverage disputes arise, the adjuster will consult with the client and a specific strategic plan is agreed upon within the guidelines set by the Fair Claim Handling Act.

An investigation has many components that may include, but are not be limited to:

- Index
- Recorded statements
- Field investigations
- Property Damage estimates
- Medical and Lost wage information
- Police or Fire reports
- Securing any other applicable records

The lack of investigating, documenting, and the timely closure of any or all components can adversely impact the future exposure of a claim. The investigation will be documented in the claim file. The adjuster will discuss with HART the plan of action and recommendations and/or the need for further investigation.

Subrogation/Recoveries

Within 14 days of receiving the claim, the adjuster will identify any third parties and assess the potential of recovery. Each claim where there is a potential for subrogation or contribution will be discussed thoroughly with the client and proper notification will be issued. Investigation and subrogation will be pursued on an aggressive basis. Also, the adjuster will monitor for PIP or medical bill adjustments which may exist and pursue accordingly as the claim develops. If applicable, the adjuster will report claims to the excess carrier when the specific thresholds are met.

Action Plan

The primary responsibility of all adjusters is the fair, timely, and reasonable resolution of claims. File closure must be considered, and action plans addressed to effect closure every time a file is reviewed. The initial action plan is documented no later than 7 days after the receipt of the claim and thereafter as the file dictates.

Each file should reflect updated action plans for open items with supervisor involvement in critical issues. The adjuster shall document updated plans at every diary review.

Specialized Vendor Assistance

Specialized vendor assistance can be a very effective tool for maintaining control of the overall outcome of some claims. Assignments will be made based off client's criteria, and an assignment will not be made without prior approval from the supervisor.

In all cases, the vendor will work directly with the adjuster on a one-to-one basis. The vendor's involvement is supervised by the adjuster for an initial assignment, continued necessity, or for limited task assignment.

Supervisor Reviews

Within 14 days of receipt of assignment, the supervisor is to review file handling to ensure that the adjuster has appropriately addressed coverage, reserves, liability, damages, and that the investigation is proceeding as facts dictate. The supervisor will also ensure the file is appropriately documented with a plan to resolve all exposures in a timely manner.

Subsequently, the supervisor will continue to monitor claims as activity dictates. The Supervisor will review each adjuster's mediations and trials and document their comments, suggestions, and recommendations.

The Supervisor may also document involvement or review of reserve increases, claims open over specified period of time, questions and discussions with adjusters, subrogation, contributions, and more.

Communication

Timely and thorough contact is one of the key components that makes up a successful claims management program. Numerous contact attempts should be made in follow up with the injured party by phone, letter, or assignment to field adjuster for in person contact. Contact should be made with the claimant at least every 30 days by adjuster.

If represented, contact with a claimant's attorney every 30 days is also important. A good working relationship may provide a flow of pertinent information leading to a quicker settlement.

Litigation Management

Our adjusters handle negotiations to help control legal costs. If assignment to defense counsel is warranted, our adjusters clearly define the issues and outline the responsibilities and objectives upon referral to defense counsel. We collaborate with defense counsel and the client to form a litigation strategy that will produce optimum claim resolution. Documentation of a litigation plan of action is required as the file dictates.

Examples of CRM's claims handling:

Heart and Lung Case Sample Approach

A 31-year-old male Deputy Sheriff, employed approximately 8 years, presented with shortness of breath and coughing while on duty. The employee was directed to the hospital, admitted, and ultimately discharged with very serious diagnoses to include left ventricular systolic dysfunction, moderate right ventricular dysfunction, mitral and tricuspid valve regurgitation, aortic and pulmonary insufficiency, and severe pulmonary hypertension. A claim was reported by the employer in accordance with the F.S. 112.18. Commercial Risk Management, Inc. immediately implemented claims adjusting procedures in accordance with an established cardiac protocol, created specifically by Commercial Risk Management, Inc. for its municipal clients.

The employee was scheduled with a Cardiologist for further evaluation and testing. Extensive record procurement was initiated to include a complete medical history, along with documentation from the employer regarding his pre-employment physical. All records procured, to include the pre-employment physical, were negative for any evidence of cardiac disease or hypertension. Defense counsel was assigned for consultation due to the significant exposure for the employer. The 120-day rule was invoked so the remaining adjusting activities in accordance with the established cardiac protocol could be completed. Following additional evaluation by the Cardiologist and additional medical testing, the employee was ultimately diagnosed with non-ischemic cardiomyopathy, congestive heart failure, and hypertension. Commercial Risk Management, Inc. instructed defense counsel to investigate any potential non-occupational causes with the Cardiologist in an effort to finalize compensability of the claim. The physician opined there were no non-occupational causes that could be clearly identified. Upon completion of the consultation with the provider, we determined the claim was in fact

compensable. The employer agreed with this determination. The employee was subsequently placed at MMI with permanent light duty restrictions. The employer accommodated the employee's permanent restrictions and returned him to gainful employment. With continued treatment, the employee has achieved a dramatic recovery. His ejection fraction is almost normal. Additionally, from a psychological standpoint, the employee is in good spirits.

This is a true success story for both the employee and the employer. By implementing the cardiac protocol established by Commercial Risk Management Inc., effective and efficient claims handling strategies were employed allowing for a firm medical diagnosis and sound decision making with respect to a determination of compensability. Had the protocol not been followed and the claim prematurely denied, unnecessary litigation would have likely ensued resulting in thousands of dollars in employer paid attorneys' fees and costs.

Exposure Sample Approach

Post 10-01-03 exposure claims (to include, but not limited to toxic substances such as mold or fungus) are not compensable unless there is clear and convincing evidence specifically connecting the claimant's condition to the levels at which the claimant was exposed 440.02(1). Once we ask a specific set of questions, these claims are generally found to be not compensable. The burden is then on the claimant to produce clear and convincing evidence to connect the condition to the exposure. The "clear and convincing" evidentiary standard is substantially higher than the "preponderance of the evidence" standard applicable to most workers' compensation claims.

With an exposure claim, the claimant has the burden to establish and prove: (1) workplace exposure to the offending agent; (2) case-specific data showing quantified levels of exposure to the offending agent that occurred in the workplace; and (3) scientific evidence that exposure to the offending agent at the levels proven to exist in the workplace can cause his or her ailment.

In the case of an occupational disease, the claimant must also show that the exposure/ailment connection is supported by epidemiological studies.

For occupational disease claims under 112.181, Florida Statutes, "any emergency rescue or public safety worker who suffers a condition or impairment of health that is caused by hepatitis, meningococcal meningitis or tuberculosis that requires medical treatment and that results in total or partial disability or death shall be presumed to have a disability suffered in the line of duty, unless the contrary is shown by competent evidence." An employee meets the presumption for this section if the condition or impairment of health is caused by hepatitis, meningococcal meningitis or tuberculosis; the condition requires medical treatment; the employee falls within the definition of emergency rescue or public safety worker; and there is a total or partial disability. If the employee meets these criteria, then the burden shifts to the employer/carrier to rebut the presumption.

Occupational Disease Case Sample Approach:

Detention Deputy Bailiff employed with the municipality since 1989, alleges she contracted Hepatitis C in the course and scope of employment. She was diagnosed by her PCP and then reported the claim to her employer.

We immediately requested the pre-employment physical and any other pertinent personnel materials. We also ordered a recorded statement from the employee to include a complete medical, employment, and social history. We also immediately sent the affidavit that was specifically designed for this particular type of exposure. After consultation with the decision maker at the municipal client, we invoked our 120 day pay and investigate period.

Upon receipt of the recorded statement, medical records were ordered from all facilities mentioned by the claimant. In addition, a hospital, pharmacy, and medical clinic sweep was ordered for the immediate and surrounding areas (after confirming she had resided in the same area all her life). In her recorded statement, the Detention Deputy Bailiff admitted to having a blood transfusion in 1977 after giving birth. She denied having any tattoos or piercings, other than pierced ears. She also denied ever having unprotected sex after 1977.

Meanwhile, the employee was referred to a gastroenterologist. The gastroenterologist notes the previous blood transfusion and orders a liver biopsy. He does not restrict her work activities. He also states that there is a high probability that the employee contracted hepatitis C from the blood transfusion.

In order for the presumption to apply, the claimant must show (among other things) that she has not had any blood transfusions, and if she did, she must then show that she had a negative hepatitis test post-transfusion, but before she started working with the municipality.

We know that the claimant had a blood transfusion, and although she executed the Affidavit indicating that she never had a blood transfusion, she never tried to conceal the fact that she had a blood transfusion. She readily reported the 1977 transfusion in her recorded statement. We do not put much weight on the Affidavit which she erroneously executed. The employee is unaware of any post-transfusion hepatitis testing, except that which occurred with this claim.

Based on clear evidence of the blood transfusion, coupled with the absence of any post-transfusion/pre-employment hepatitis test that was negative, the presumption will not apply to the claimant. Her claim will not be compensable as a matter of law.

The next focus is on Section 440.151, which the employee could use to pursue her hepatitis C infection as an occupational disease. She may have some support for her claim in that hepatitis has been established as an occupational disease associated with correctional officers. She still faces, however, a fairly substantial major contributing cause hurdle.

The clear and convincing evidentiary standard is significantly higher than the preponderance of the evidence standard applicable to most workers' compensation claims. She would have to

show proof that she was exposed to hepatitis C in the workplace through a specific modality of exposure. We know from her recorded statement that she has worked primarily as a bailiff and did not have much actual contact with inmates. After consulting with the municipality and its defense attorney, it was agreed to deny compensability of the claim well within our 120 days. Throughout the process, the adjuster communicated with the employee and explained the ultimate denial of her claim. The claimant is treating her condition through her group health plan.

Commercial Risk Management, Inc. works closely with its clients in establishing specific protocols for investigating and managing exposure claims. This includes protocols for testing the source as well as the employee when there is a specific, identified exposure to bodily fluids.

Liability Claim Investigation Sample Approach

Our self-insured's streetcar was traveling along the tracks and crossing an intersection when a third-party vehicle turned into the direct path of the streetcar, causing both vehicles to collide. The third-party vehicle immediately fled the scene. The employee driving the streetcar had secured the license plate number of the third-party vehicle in question and notified the authorities. Police were dispatched to the scene and successfully tracked down the at-fault driver, however he failed to make the required appearance at police headquarters and avoided further communication by the authorities. CRM's liability adjuster attempted to contact the at-fault driver via telephone and US mail to no avail. Our liability adjuster initiated additional investigation to include an assets check and a comprehensive internet search. The adjuster determined the at-fault party's place of employment and sent a certified letter to the employer in an effort to establish communication with the at-fault party. Additional investigation included procurement of documentation from the Florida Highway Safety and Motor Vehicles that confirmed the identity of the insurance carrier for the third-party vehicle in question. Our adjuster successfully placed the adverse carrier on notice and ultimately secured full reimbursement of all damages on behalf of our self-insured client. Due to the adjuster's tenacity and due diligence, coupled with aggressive investigation efforts, the self-insured was made whole from this unforeseen accident.



Commercial Risk Management

Appendix "B"

1. Respondents shall provide details of capability to provide a facility within the City limits in which initial interviews are conducted for City employees seeking to file a workers' compensation claim and capability of the Respondent to provide claim filing assistance to a worker who is hospitalized or otherwise unable to physically appear to file a claim.

While Commercial Risk Management, Inc. (CRM) does not have a facility within the City limits, we can assist the City's employees in the filing of their claims. Adjusters complete their initial contact/interview with employees telephonically. If needed, the adjuster can conduct the initial recorded statement and it would be contained in the claim file in an MP3 format. If an employee is hospitalized, CRM would suggest the assignment of a field nurse case manager to assist with claim filing and medical needs.

2. Provide the details of loss control services, if available. Is there a charge for these services?

Commercial Risk Management, Inc. can provide loss control services to the City of Lake Worth Beach. Our loss control representative can assist the City with their safety program to establish or strengthen loss control efforts. Some services include:

- Review of client loss control program
- Conduct walk through surveys
- Assist in writing safety initiatives
- Conduct classes

Loss control would be billed at \$100 per hour.

3. Information Management System:
 - a. Provide the details of capability to provide electronic information transfers to the City's electronic database.

Commercial Risk Management, Inc.'s claims management system is custom built. The IT department can develop an electronic data interchange with the City's database. Depending on the type of interfacing, there could be a charge.

- b. Describe the ability for the City to access the company's information system online, including hardware and software requirements.

CRM claims management system is accessed via our secure website. No special hardware or software is necessary. Users are issued a username and password. Password requirements require users to change their password every 60 days. Training is provided on the use of our claims system.

- c. Provide a detailed description of the company's claims information reporting system. Please provide samples of claims status reports, payment history reports, loss analysis information, graphs, etc.

CRM claims management system captures a vast amount of data that can be presented to the City in different formats including Excel and PDF. Our system has dozens of standard reports, ad hoc reports, and custom reports. The reports can be delivered via email, FTP, and EDI. Standard reports are accessible by remote access. Custom reports created would be placed on the remote access menu. The City will be assigned an account manager to provide all reports for the City.



Commercial Risk Management

Appendix "B"

Risk Management Information System

Data Exchanges and Data Management

Commercial Risk Management, Inc. contracts with a third-party data center and works in a cloud environment. The servers are maintained off-site in a secure building with multiple levels of both physical and software security. Incremental data backups are performed on a nightly basis.

Our clients can access their data via our secure website. This custom web application was developed in-house by our IT team. All users that require access to the web application will be given a username and password to access the application. We enforce password requirements that comply with HIPAA standards and require users to change their password every 60 days.

Our system is comprehensive, and the client will have access to their information including but not limited to claim files; adjuster, supervisor and nurse case management notes; ability to set diary items; payment records; medical, legal and all other bills. Also included are reserve and recovery information, correspondences, and forms. Our scanned documents are housed in each claim file for easy access and completeness of each file. You can also summarize notes and payments.

The injured worker can access their specific, allowed claim data via our secure website as well. All users will be required to create a strictly enforced user ID and password. There is select data for viewing, an area for electronically signing documents, and an area for uploading and viewing their documents.

CRM-Reporting

Commercial Risk Management, Inc. reports are accurate and timely, flexible and customizable. We can modify existing reports or design client specific reports. This is at no additional charge.

Our system captures a vast amount of data, and that data can be presented to the client as often as needed in a format that is meaningful to the client such as an Excel file that is not locked down and allows the client to manipulate the data. Commercial Risk Management, Inc. employs full-time IT professionals who continue to develop and maintain the system. As this team is employed directly by Commercial Risk Management, Inc., there is no delay in any request for changes or upgrades requested by management, staff, or clients. We can customize electronic data interface with our clients, servicing partners, bill review companies, pharmacy management companies, excess carriers, and agencies. As a client, you will have remote

accessibility to live data and integrated scanned documents that are part of each claim file.

Our reports will give the client truly worthwhile and meaningful information that provides current, accurate and analytical data on overall costs and in a manner acceptable to the Risk Manager. Reports will be provided monthly in whichever quantity is desired. These reports will indicate, but will not be limited to, location, claim number, date of accident, name, accident description, department/division, name and code, status of claim, actual paid, reserves, and incurred. This can be separated by type of claim. Specialty reports will be provided when requested.

Standard reports are accessible via remote access (real time – live data) in a user-friendly capability. Commercial Risk Management, Inc. will determine the report types and needs of the client to fulfill the specific needs. Custom reports created for the client will be placed on their remote access menu.

E-Alerts are another custom feature of the Commercial Risk Management, Inc. system. This feature is tailored specifically to the client and sends real-time, instant e-mail notifications of actions that take place in the system to you and staff. Some examples of current notifications are form completion, indemnity payments, and reserve notifications.

Our technology will give you, the client, increased usability, specialized solutions, pro-active enhancement, and superior response and support that cannot be matched.

CRM – Risk Administration

Dashboards

Analytics/Metric Dashboard

Customized administrative dashboard with visual charts and graphs for analyzing your program. This interactive dashboard allows ease of use in determining trends in specific data requested by the client.

Open Claims Dashboard

This dashboard contains demographics of all open claims for quick access. This sortable dashboard can also be exported for client specific needs.

Claim Entry

Flexible Data Entry

Our system allows you to control the entry of your Workers' Compensation and Liability claims by online Notice of Injury/Incident entry via our web application secured by SSL encryption - or you can leave the entry to us.

Extensive Data Capture

Our information system captures and stores more of your claim data, allowing our reports to give you the most accurate picture of your claims.

Claim Processing

Detailed Data Tracking

The system separately tracks medical/BI, indemnity/PD, rehabilitation, litigation, and expense incurred and payment information.

Forms & State EDI

Our system generates all required Workers' Compensation forms and stores them for

future reference and/or use. State Required EDI transactions are generated and automatically uploaded.

Adjuster Notes/Diaries

We store all adjuster notes and diaries in our system to give you a complete picture of each individual claim.

Scanned Documents

We have integrated scanned documents into our system allowing you to view important claim documents.

Duplicate Bill Identification

The system identifies duplicate charges which prevents costly overpayments.

E-Alerts

The system sends real-time instant emails notifying you and your staff of meaningful actions that have taken place in the system. For example, notifications are currently sent to specific clients for form generation, payments, and reserve changes. Since our system is custom built and maintained by our in-house developers, we can create new email notifications for any event that occurs on a claim.

Medicare Insurer Reporting

Our system handles all aspects of Medicare Insurer Reporting, from querying Medicare for eligibility to submitting required reports directly to Medicare.

Financial Management

Complete Financial Management

All financial aspects of your program (funding, check payments, reimbursement, recoveries, 1099s, etc.) are handled by our system, giving our reports unparalleled accuracy and detail.

In-house Check and 1099 Processing

We print and mail all checks and 1099 forms in-house. We never use third party printing services, keeping your financial data more secure.

Reporting

Delivery

Our reporting system delivers reports utilizing email, FTP, and EDI capabilities.

Comprehensive

Our system has dozens of standard reports, allowing immediate and in-depth analysis of your business.

Versatile

All reports can be produced in any format needed (Excel, Hard Copy, PDF, etc.).

Customizable

Our in-house programming staff will quickly and accurately modify any existing reports to your specifications or create a report of your design.

Interactive

Stewardship reporting is provided in an interactive format for a yearly comparison analysis.

Customization

Completely Custom

Our system has been designed and customized by us. Over 40 years of Risk Management and Claims experience has been compiled and infused into our system.

Completely Customizable

Our in-house programmers can deliver any type of customization – reports, data tracking, EDI, Imports, Exports, etc. We can give you unequalled control of your data.

Custom EDI

We can build any type of import or export process giving you as much or as little data as you need to interface with any other software product. If extensive programming is necessary, a fee will be determined.

Timely Customizations

Customization can be done in a fraction of the time it takes the big, out-of-the-box Risk Management systems.

Security & Accessibility

Internal Security

Our modular internal security allows job-specific access to our system, preventing users from accessing parts of the system unrelated to job tasks.

Internet Access and Security

Our web application uses SSL certificates to give you a secure connection to your data. In addition, our web server and database server are housed in a secure facility, safely behind a Sophos Firewall to protect your data from any outside threats.

CRM – Claimant Portal

Claimant Portal

Remote Access

Secure remote access via personal computer, tablet, or cell phone.

Electronic Signature on Documents

Within the claimant portal, the injured workers are able to complete and sign required documents electronically.

Access Specific Information Dashboard

Access to specific claim information to include indemnity payment information, adjuster information, etc.

Uploading Documents

Ability to upload documents which are received immediately by the adjuster handling the claim. The injured worker also has access to their previously uploaded documents for future review.