

REQUEST FOR PROPOSALS
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
FURNISHING AND DELIVERY
OF
THIRD PARTY ADMINISTRATOR OF CLAIM SERVICES
RFP # 31019
OPENING DATE: JUNE 21, 2017
TIME: 2:00 PM, CT

Prepared by:
Stacy Jones,
Professional Services Specialist
University of Missouri System
Supply Chain

Dated: June 2, 2017

NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of Third Party Administrator of Claim Services RFP #31019, which will be received by the undersigned at the UM System Supply Chain, 1201 State Street, G5C Campus Support, Rolla, MO 65409 until 2:00 p.m., CT, June 21, 2017. Proposals will be opened and identified starting at 2:05 p.m., CT.

The University of Missouri reserves the right to waive any informality in proposals and to reject any or all proposals.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: Stacy Jones,
Professional Services Specialist
University of Missouri System Supply Chain
jonessta@mst.edu

Dated: June 2, 2017

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS
UNIVERSITY OF MISSOURI – THIRD PARTY ADMINISTRATOR OF CLAIM SERVICES
RFP#31019

1. INTRODUCTION:

The Curators of the University of Missouri, a public organization, purpose to contract on behalf of the University of Missouri System (referred to as "University") with an organization (referred to as "Contractor") for the Furnishing and Delivery of Third Party Administrator of Claim Services (TPA); as described herein.

Attached hereto is a Form of Proposal to be used for the submission of information requested herein. The Form of Proposal must be sealed and clearly addressed to the University of Missouri System Supply Chain, 1201 State Street, G5C Campus Support Facility, Rolla, Missouri 65409. A notation must be made on the sealed envelope showing the contents to be a proposal for Furnishing and Delivery of Third Party Administrator of Claim Services RFP# 31019 and received no later than, June 21, 2017 at 2:00 p.m. CT.

All proposals must be submitted, 3 hard copies, and 1 electronic copy (thumb drive, or flash drive is the only acceptable form of electronic copy). Electronic Files MUST NOT be password protected. All pricing solutions must be submitted in a separate file from the proposal solution. A Pre-Proposal conference call will be held on June 12, 2017 at 10:00 am Central Standard Time. Any/all questions may be asked at that time. Call in information: Toll Free - (866) 357-7737 Conference Code - 6413811619

2. OBJECTIVE:

The University's goal in contracting for these services is to provide a full range of third party claim administrator (TPA) claim services for Property/Casualty, General Liability, Auto, and Workers' Compensation losses. Services will include the necessary reporting and monitoring of claims required by Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 [42 U. S. C.§ 1395y(b)(8)] ("MMSEA").

The University will partner with a quality claims service administrator who is technically proficient, automated, flexible and competitively priced. The University is committed to working in collaboration with its risk management business partners to ensure the prompt and equitable disposition of its claims.

3. BACKGROUND:

The University includes University of Missouri-System, University of Missouri-Columbia, University of Missouri Health Care, University of Missouri-St. Louis, University of Missouri-Kansas City, and Missouri University of Science and Technology (located in Rolla, Missouri).

- The University's current TPA program is administered by the Office of Risk & Insurance Management with a staff of six full time employees
- The University currently utilizes the FileHandler (FH) claims system by JW Software in conjunction with the PeopleSoft Financial and PeopleSoft Human Resource system
- The University maintains a benchmark of service as provided in the Claim Handling Manual – Appendix A
- The University currently has a student population count of 77,733 and approximately 25,305 full-time equivalent faculty and staff. In addition, the University uses the services of hundreds of volunteers at its four campus locations
- The University currently owns and operates a fleet of approximately 1,405 vehicles and owns and operates approximately 1,500 structures
- University employees are permitted to drive personal vehicles on University business with University self-insurance being excess over any personal insurance carried by the employee
- The University maintains several self-funded programs with retentions ranging from \$500,000 to \$1,000,000 including, but not limited to:
 - General Liability
 - Worker's Compensation
 - Auto Liability/Physical Damage
 - Business Personal Property

4. FINANCIAL DISCLOSURE:

All respondents must provide a complete disclosure of any and all financial relationships between Respondent and University of Missouri faculty and staff.

5. PAYMENT:

All proposals to be submitted on the basis of "Preferred" settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash

discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

6. PERIOD OF CONTRACT:

The contract will have an initial term of a two year period from date of initial start date with eight (8) one-year extension options available. Following the initial contract term, the University reserves the right to cancel the contract at the end of each annual period by giving at least 30 days prior written notice, or cancel the contract at any time with 30 days prior written notice to the Contractor. Contract shall be effective January 1, 2018. All original terms and conditions shall apply for the renewal periods.

This agreement shall be deemed to have been made in Missouri and the rights or liabilities of the parties determined in accordance with the laws of the State of Missouri.

7. NON-FUNDING CLAUSE:

The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

8. AWARD OF CONTRACT:

Proposals will be awarded based upon the criteria set forth in Section 19 - Detailed Specifications. The University is seeking to contract with a single supplier.

9. PREPROPOSAL MEETING:

A pre-proposal conference call will be held June 12, 2017 beginning at 10 a.m. Central Standard Time. Any/all questions may be asked at that time. Call in information: Toll Free - (866) 357-7737 Conference Code - 6413811619

10. QUESTIONS AND CLARIFICATIONS:

Following the pre-proposal meeting, all questions on this Request for Proposal must be submitted in writing. Any attempt to make contact with any other University personnel will be viewed as inappropriate and will have negative implications on your proposal. Questions should be emailed to Stacy Jones at jonesta@mst.edu The deadline for submission of questions is Friday, June 16, 2017 at 4:00 pm Central Standard Time.

11. ANTICIPATED TIME-LINE FOR PROJECT:

- Request for proposal documentation published on June 2 , 2017
- Pre-Proposal conference call on June 12, 2017
- Proposal responses must be received no later than 2:00 pm Central Standard Time on June 21, 2017
- In-person presentations provided by finalists on July 18 or 19, 2017
- The University is anticipating a proposal award by the end of August, 2017 (The University reserves the right to award or not to award based on this request for proposal)

12. INSTRUCTIONS FOR PROPOSAL RESPONSE:

Respondents to this proposal are required to fully respond with compliance statements to each of the mandatory specifications/limiting criteria. Respondents are required to fully respond with description of ability to meet (and how) desirable specifications.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If "no response" or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject vendor's proposal from further consideration. Your qualifying response must include all topics and questions, fully answered and in the sequence listed below. Attachments that enhance or amplify responses or provide relevant illustrations are welcomed, however, superfluous information is not requested.

13. PREPERATION OF PROPOSALS/INCLUSIONS

1. All proposals must be submitted, in three original hard copies and one copy on a flash or jump drive, and must be enclosed in a sealed envelope plainly marked: "Third Party Administrator of Claim Services" RFP# 31019 " and addressed, mailed and/or delivered to University of Missouri System Supply Chain, 1201 State Street, G5C Campus Support Facility, Rolla, MO 65409 ATTN: Stacy Jones

To receive consideration, proposals must be received, at the above address, prior to the proposal opening time and date stated in this RFP. Respondents assume full responsibility for the actual delivery of proposals during business hours at the specified address.

2. Preface the proposal with an Executive Summary of three (3) pages or less giving a concise summation of the proposal. The Summary should identify the company, provide the name of the principal contact, and be signed by an officer of the company. Included in the summary should be:
 - a. Legal name of company and federal tax classification
 - b. Information regarding the history and organization including main businesses, number of employees and the number of offices along with their locations
 - c. Recent or planned acquisitions, mergers, sales, and/or restructuring of the company
 - d. URL to company website
3. Contractor Financial Reporting documentation to include three (3) years of your company's most recent audited financial statements including a satisfactory Statement of Auditing Standards (SAS) 70 Certification, most recent annual report and a banking reference.
4. Proposals should be organized into distinctive sections that correspond with the individual evaluation categories described herein and be in the order they are listed in the proposal.
 - a. Each distinctive section should be titled with each individual evaluation category and all materials related to that category should be included therein.
 - b. It is the responder's sole responsibility to submit information related to the evaluation categories and the University is not obligated to solicit such information if it is not included. The failure to submit such information may cause an adverse impact on the evaluation of the proposal.
 - c. All responses to the desirable criteria section should be limited to a total of not more than 30 pages.

14. SECURITY REQUIREMENTS:

- Respondent must meet or exceed the University's IT security standards (as noted in item 12 under Limiting Criteria)
- The University shall own all documents, data, files, tapes, disks, reports, spreadsheets, and all other working documents, electronic or otherwise, as related to this agreement
- The Respondent shall furnish all such documents to the University upon termination of this agreement.

15. INSURANCE REQUIRMENTS:

- Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages and limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

Coverage to be provided as follows by a carrier with A.M Best minimum rating of A-VIII.

- Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of not less than \$5,000,000 each Occurrence, \$10,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability of Business Auto Liability. Contractor agrees to endorse "The Curators of the University of Missouri" as an "Additional Insured" on the Umbrella or Excess Liability unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "follow-Form" basis.

- Data Breach Liability with limits of not less than \$5,000,000 for each occurrence and an annual aggregate of \$25,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Coverage should also include business interruption, extortion and network security. Coverage should also include business interruption, extra expense and cyber extortion. In addition, the coverage is to include "The Curators of the University of Missouri" as "Additional Insured".
- Workers' Compensation & Employers Liability: Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with limits of \$500,000 each accident, disease each employee and disease policy limit.

- Errors and Omissions coverage with limits not less than \$50,000,000.
- Resulting Contract Language: The Curators of the University of Missouri, its officers, employees, and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within two (2) business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.
- Indemnification: The contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees, and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or, at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.
- The parties hereto understand and agree that the University is relying on, and does not waive or intent to waive by any provision of the resulting contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.
- Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.
- The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this contract.

16. PRICING PROPOSAL:

Proposal must include the proposed annual fee which is to be billed in twelve (12) equal installments. The annual fee will include claims administrative services outlined in the RFP. The three year claim average per line can be requested to assist with pricing. Pricing is to remain firm for the initial term of the contract. A 60 day advance notification of subsequent price changes is required. Pricing for each renewal period must be mutually agreed upon by the University and the successful bidder. Pricing discussions to include any fluctuation in claims numbers.

17. DIVERSITY:

Contractor must indicate capability to provide supplier diversity participation either as first or second tier spend as described on the Supplier Diversity Participation Form attached as Appendix II. Form must be completed as a part of your response.

18. PROPOSAL EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL:

1. RFP Evaluation

- a. Proposals will be evaluated in the areas as described in Section 3 below. Respondents must meet or exceed the limiting criteria to be qualified for further scoring. If requirements are not met, the vendors are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored criteria/desirable specifications, which includes qualitatively, how specifications are met. A team of University of Missouri individuals will evaluate and assign points to vendor's responses to desirable criteria. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense or request vendors to perform in person presentations to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits revealed compliance inconsistency.
- b. An evaluation team will evaluate the proposals utilizing the following process:
 1. Results of the initial proposal evaluation are used to determine those having a reasonable chance of being selected for award. Proposals determined not to be competitive will be eliminated from further consideration, and the respondents are notified accordingly.
 2. The University may, at its sole discretion, conduct limited communications with one or more respondents for the purpose of determining whether the proposals should be included for further

consideration. Such communications may be conducted to enhance the University's understanding of proposal(s) and may be used to:

- a. Validate or clarify the proposed pricing; and
 - b. Clarify omissions, ambiguities and uncertainties in respondent's proposal; and
 - c. Clarify relevant firm experience information.
3. The University reserves the right to make determinations about any proposals received without conducting further communications with any respondents. Further, the University, at its sole discretion, may waive minor informalities and minor irregularities in proposals received.
 4. The University may make source selection after the initial proposal evaluation and presentations or may conduct discussions with any or all respondents who have submitted proposals, which are determined to be competitive. The purpose of such discussions is to assist the evaluators in fully understanding each proposal by:
 - a. Discussing those aspects of each proposal, which contain omissions, ambiguities and uncertainties;
 - b. Verifying and identifying strengths and weaknesses which could affect work performance;
 - c. Verifying the validity of the respondent's proposed pricing; and
 - d. Assessing the proposed personnel and the respondent's capabilities for performing the work.
 5. After discussions, if any, the initial evaluation findings will be reviewed and may be revised to incorporate the results of the discussions to arrive at a final evaluation.
 6. The evaluation findings will be compiled by the evaluation team and ratings are assigned which incorporate the results of the proposal assessments and any discussions with respondents.

2. Contractor Selection

- a. The results of the final RFP evaluation will be approved by the appropriate authorized University personnel and Professional Services Specialist will notify the selected Respondent and coordinate the negotiation of contractual terms and conditions based on the proposal(s) submitted.
- b. The University reserves the right to reject all proposals, to award a contract based on initial proposals (without proposal clarifications) or to conduct oral discussions, prior to making source selection.
- c. The University reserves the right to obtain approval of the vendor by all excess carriers prior to a final decision.

3. Evaluation Questions

- a. Specific evaluation questions are found in section 19. The criteria and factors for use to evaluate the proposal are listed below in no particular order.
 1. Limiting Criteria (Contractor must meet or exceed these criteria to be considered further)
 2. Desirable Criteria
 3. Complete submission of required documentation
 4. In Person Presentations
 5. Pricing Proposal

19. DETAILED SPECIFICATIONS:

LIMITING CRITERIA:

1. Respondent shall administer the following lines of business: Auto Liability, Auto Physical Damage, General Liability, Small Property Claims (incurred value <\$100,000), and Workers' Compensation (Missouri)

Confirm Compliance: Yes _____ or No _____
2. Respondent shall proactively search for claim trends and notify the University as they appear.

Confirm Compliance: Yes _____ or No _____
3. Respondent shall limit the number of claims handled by any one adjuster to a maximum of 125 claims. The totals should include both University claims and those of any other client.

Confirm Compliance: Yes _____ or No _____
4. Respondent shall be fully qualified and competent with proper licenses, knowledge, experience and personnel. All adjusters shall have no less than five (5) years adjusting experience with claims.

Confirm Compliance: Yes _____ or No _____

5. Respondents shall make adjusters available for visits to the University prior to the beginning date of the contract and as required thereafter. TPA will meet with University Risk Management to conduct claim reviews at University's request. Meetings may be conducted either in-person at the University or the TPA's location. No additional fees or expenses shall be paid to the Respondent for such participation.

Confirm Compliance: Yes _____ or No _____

6. Respondent's office shall be open for business Monday through Friday during regular business hours each week of the year excluding legal holidays or closure due to causes beyond the reasonable control of the TPA. A toll free number and direct number for claims adjusters shall be provided for the University and parties to a loss.

Confirm Compliance: Yes _____ or No _____

7. Respondent shall investigate and handle claims following the University's Claim Handling Guide (See Appendix 1) and in accordance with Missouri law where applicable. The manual is subject to edits and updates at any time.

Confirm Compliance: Yes _____ or No _____

8. Respondent shall assist the University in preparing proofs of loss or claims reports, and in obtaining loss settlements from insurers.

Confirm Compliance: Yes _____ or No _____

9. For all claims incurred by University during the term of the relationship, the firm is expected to act as University's "Agent" and report on behalf of the University all claims required to be reported to CMS pursuant to statutory regulation or other CMS guidelines. The firm will agree to defend and indemnify the University against any action initiated or instituted by the United States Government (including the CMS or other Federal Agency) alleging a violation under Section 111 of the MMSEA for a failure on the part of the firm to report a claim as required under Section 111 of the MMSEA. The firm's obligations to defend and indemnify the University under this arrangement shall survive the termination of any Claims Administration Agreement executed between the University and the firm.

Confirm Compliance: Yes _____ or No _____

10. Respondent shall collect, process and assume complete administrative responsibilities of all claims or losses transferred from the previous third party claims administrator remaining open as of January 1, 2018, or any claims reopened thereafter.

Confirm Compliance: Yes _____ or No _____

11. Respondent shall undertake and provide appropriate security measures to ensure both data integrity and privacy of all the University's electronic files and records, as well as adequate security of all physical University claim files and records.

Confirm Compliance: Yes _____ or No _____

12. Respondents must reply to the University System IT security standards (see questions below) and if selected to move forward, or be awarded a contract, must agree to work with the University IT Security Team when and as required to meet security requirements and guidelines*.

Confirm Compliance: Yes _____ or No _____

*The following are IT security related requests that require a response. Your response to these questions and the information you provide will be reviewed by University of Missouri Security Analysts and if you are selected to be considered for contract award you may need to provide more information regarding your IT and data security processes.

Identify your data encryption standards, including your encryption strength for data at rest.

Describe how the University's data is physically and logically separated from that of other customers. Do you employ a single tenant or multi-tenant environment? If multi-tenant, what controls are in place to ensure a compromise of one customer's data does not lead to compromise of another customer's data?

Describe how the data is being transferred between the vendor and the University, indicating the data transfer mechanism (batch, real-time) and the format of the data. It is preferable, but not required, to use Secure TransMIT through the University.

Describe what will happen to the University's data at the end of its contract period including the format for data to be provided to the University and conversion assistance provided when converting data to a new vendor.

Provide a summary of your firms' security plan/security measures that demonstrates an ability to ensure data and systems are secure. Provide details related to scanning procedures of the system used to process the University's or individual's data, if applicable. What web application and server vulnerability and/or penetration testing is performed? What is the frequency of the testing? Is it performed in house or by a third party? If third party, please provide a vendor name. Your firm's most recent web vulnerability report must be included with your response. Sensitive information may be redacted.

13. Respondent must meet all insurance requirements as listed under #15 Insurance Requirements above.

Confirm Compliance: Yes _____ or No _____

DESIRABLE CRITERIA:

1. The University reserves the right to continue to use our current RMIS (Risk Management Information System). The University reserves the right to consider RMISs that can integrate with PeopleSoft as well as the right to only consider responses from vendors that express the ability to adjust claims using FH. Please provide information about your ability to; (a) manage claims using FH as well as (b) information about your current RMIS and its ability to integrate with PeopleSoft. Information on your system should include information on standard reports available and ad-hoc capabilities.
2. The University expects designated adjusters assigned to the University's account. Describe the proposed service team, their responsibilities and qualifications including a resume for each team member, and the firm's history providing services to higher education clients, like the University. Who will manage the University relationship?
3. List names, contacts, addresses, and phone numbers of five higher education clients. If you have not serviced higher education clients fill in with others as needed.
4. Describe your firm's performance standards for adjusters. Explain your quality review process and how you address performance issues. Explain how you will handle unplanned absences of primary adjusters. In the event of a change of an adjuster, the University requires immediate notice to allow time to discuss the change and grant the adjuster access in RMIS.
5. Explain your firm's record storage process. Do you store paper files on site? Do you have a document imaging system? If yes, explain the system.
6. How does your firm plan to handle the transition of files from our current TPA to your system and adjusters in the event you are awarded the contract?
7. Describe any services or program enhancements that your firm can provide.

8. Does your firm currently use Microsoft Outlook for email communication? If not, describe your program and how you can integrate with Outlook.
9. How would your firm propose to handle a catastrophic event? Are your adjusters available to travel to loss sites if needed?
10. The University reserves the right to use other criteria in making its decision. The University shall use its best judgment in conducting a comparative assessment of the proposal.

ADDITIONAL INFORMATION:

- The University issues this solicitation with the understanding that it may or may not lead to the eventual procurement of products or services. This decision will be made by the University and in the best interest of the University.
- The University reserves the right to reject any or all proposals received. Non-acceptance of a proposal will mean that one or more other proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are rejected will be notified after a binding contractual agreement between the University and the selected firm exists, or when the University rejects all proposals. In the event that a response contains significant errors or if a response fails to conform to the requirements of the RFP, the university alone shall judge if the variance is significant enough to reject the proposal.
- The University shall select finalists that appear to have the ability to service the University's needs. On-site visits may be scheduled with the finalists. The University may ask the finalist to travel to Columbia, Missouri to present further detail and respond to questions at your expense. The University shall not be responsible for any related costs.
- In the event that a response to this RFP contains information which is deemed by the company as being of a proprietary nature, the pages containing such information must be clearly marked as PROPRIETARY INFORMATION and placed in a marked envelop. The University will disclose this information only to the members of the evaluation committee. However, an agency cannot classify any information pertaining to contract terms, experience, proposed products or proposed pricing as proprietary information. Pricing information cannot be considered proprietary.
- Companies submitting proposals agree to submit to all criteria set forth by the RFP and the University for selecting a contractor, and waive any and all rights to challenge or bring suit against the University based upon their selection.
- If you have requested and/or otherwise received an electronic copy, and for any reason our specifications and general conditions are altered in the response, University will ignore the alteration, and our specifications and general conditions will be the prevailing document.

- **CHECKLIST FOR RESPONSE INCLUSIONS:**

- Executive summary as described in Preparation of Proposals/Inclusions #2
- Financial reporting documentation as described in Preparation of Proposals/Inclusions #2
- Pricing proposal as described in Pricing Proposal #16
- Diversity/Diversity Participation Form as described in Diversity #17
- Proposal documentation with answers to both limiting and desirable criteria listed in Detailed Specifications #20
- IT Security Standards information listed in Limiting Criteria #12

2017

The Curators of the
University of Missouri

Risk & Insurance
Management

CLAIM HANDLING MANUAL

Risk & Insurance Claim Handling guide for TPA

Last Revised: June 2, 2017

Table of Contents

- History of University of Missouri 4
- Liability Claims 5
 - Overview 5
 - Auto Liability 5
 - Auto Physical Damage 5
 - Rental Vehicles..... 5
 - All accidents involving a rental vehicle should be reported to the rental agency or credit card company within 30 days of the loss. 5
 - General Liability 6
 - Handling 6
 - Claim Reporting 6
 - Investigation 6
 - Liability/Compensability Analysis 6
 - Diaries 6
 - Documentation 7
 - Reserves 7
 - Litigation 7
 - Settlement/Payments 7
 - Deductible 8
 - Total Loss/Salvage..... 8
 - Supervision..... 9
 - Regulatory Reporting..... 9
 - Excess Carrier Reporting 9
 - Auto Claim Scenarios 11
 - Trailers 11
- Property Claims..... 15
 - Overview 15
 - Handling 15
 - Claim Reporting..... 15
 - Investigation 15
 - Diaries 15
 - Documentation 15
 - Reserves 16
 - Settlement/Payments 16
 - Deductible 17
 - Supervision..... 17
 - Excess Carrier Notification 17
- Workers' Compensation Claims..... 17
 - Overview 17
 - Claim Reporting 18
 - Regulatory Reporting..... 18
 - Missouri Division of Workers' Compensation Reporting..... 18
 - Investigation 18
 - Liability/Compensability Analysis 19
 - Reserves 19
 - Medical Management..... 19

| | |
|--|----|
| Return to Work Management..... | 20 |
| Supervisory Management..... | 21 |
| Documentation | 21 |
| Diaries | 21 |
| Litigation Management..... | 21 |
| Resolution/Settlement..... | 22 |
| Indemnity Payments | 22 |
| Excess Carrier Reporting..... | 22 |
| Authorities | 23 |
| Contacts | 24 |
| UM Risk & Insurance Management Office Contacts | 24 |
| Auto/General Liability Contacts..... | 25 |
| Workers' Compensation Contacts and Providers | 26 |

History of University of Missouri

The University of Missouri (UM) has provided teaching, research and service to the people of Missouri since it was founded in 1839. As the first publicly supported institution of higher education established in the Louisiana Territory; UM was shaped in accordance with the ideals of Thomas Jefferson, an early proponent of public higher education.

Founded in Columbia, UM had one campus until 1870, when a school of mines and metallurgy was established in Rolla. In the same year an agricultural college was added in Columbia as UM assumed land-grant responsibilities.

In 1963 UM again expanded to better serve Missouri. In that year UM of Kansas City, which had been a private institution, was acquired by UM and a new campus was created in St. Louis, creating the present four campus System.

Today, UM is one of the nation's largest higher education institutions, with more than 77,000 students on four campuses, a health care enterprise, and an extension program with activities in every county of the state.

The nine-member Board of Curators governs UM and are appointed by the Governor and confirmed by the Missouri Senate. The Board selects the president of UM. Each campus is headed by a chancellor, who reports to the president.

Liability Claims

Overview

UM currently self-funds the first \$1,000,000 of each accident. Coverage beyond the self-funded retention (SFR) is provided by an excess carrier.

Auto Liability

The self-funded Automobile Liability program provides coverage for bodily injury or property damage liability arising out of the operation or use of university-owned or operated vehicles. All University officers, agents, employees, authorized volunteers and authorized students are covered under this program.

Auto Physical Damage

The Comprehensive and Collision program is a voluntary program that departments can elect to participate. This program provides coverage for damage resulting from comprehensive (fire, wind, theft, deer, etc.) and collision exposures on vehicles owned, leased or rented by UM.

Deductibles (only 1 deductible applies to each loss)

\$500 for liability for owned or rented and
\$500 for collision claims
\$250 for comprehensive

Rentals: UM policy requires that Collision Damage Waiver/Liability Damage Waiver coverage be purchased under the following:

- Vehicles rented in any country other than the United States or Canada
- The following kinds of vehicles rented for use regardless of the method of payment used if **not** rented from Enterprise or National domestic locations:
 - Passenger vans with seating capacities greater than 8
 - Trucks or other similar vehicles rented for the primary purpose of transporting any type of cargo or property
 - Sports or utility vehicles to be used off of maintained roads

*The MasterCard contract excludes coverage for the above vehicles. In considering if coverage would apply in the above situations please contact the Risk and Insurance Management (RIM) Director.

Rental Vehicles

All accidents involving a rental vehicle should be reported to the rental agency or credit card company within 30 days of the loss.

Enterprise Rentals -If a department rents a vehicle through the Enterprise rental contract and it is involved in an accident the rental contract will provide property damage coverage to the rented vehicle as well as liability coverage to non-owned property

involved in the loss. Enterprise claims will handle the repairs to their vehicle and other vehicles involved.

If the department does not use the university contract when renting a vehicle the above university deductibles apply.

General Liability

The self-insured General Liability plan provides coverage for bodily injury or property damage liability arising from ownership or use of buildings or premises and/or legal liability arising from University operations. All University officers, agents, employees, authorized volunteers and authorized students are covered under this program.

Handling

Claim Reporting

- Claim forms are submitted via a dedicated claims email account. The Third Party Administrator (TPA) is expected to check the inbox several times per day for new claims.
- The adjuster will create the claim in the Risk Management Information System (RMIS) and provide an acknowledgement to the campus coordinator and the department representative, except for incident only reports. The acknowledgement should include the claim number, request for further information and expectations.
- All accident and incident reports should be uploaded as an attachment into the claim file.
- Notify RIM of major accidents/injuries including but not limited to loss of sight, limb or death.

Investigation

The adjuster will take aggressive steps to contact all parties to the loss (excluding incidents) and document the file with findings. Required actions include, but are not limited, to:

- 24 hour initial 3 point telephonic/in person contact
- Claimant recorded interview taken and summarized
- Submit to the Central Index System within 7 days and document results in the claim file
- Ordering police reports, obtain medical records, etc.

Liability/Compensability Analysis

- Auto and General Liability denials must be approved by the RIM Director. The adjuster should email the Director outlining specifics and request for authority to deny.
- After investigation and identification of subrogation potential, adjusters must contact RIM Director for authority to pursue.
- Liability determination should be documented in file in a Liability file note.

Diaries

Unless the file clearly documents reasons for a longer diary, all files will be kept on a maximum diary period of 30 days. Diaries are to be kept current.

Documentation

- Each file note should contain a summary of the adjusters handling explaining actions taken to move the file closer to resolution. Email strings may be copied into the note directly following the adjusters summary. File notes should show objectivity, be fact based, and indicate good judgement.
- All documentation including estimates and invoices should be uploaded into the claim file as an attachment.
- Documentation of the plan of action (POA), including an outline of work to be completed and any problems or concerns to be resolved, must be carried forward in the most recent file note. The POA is to be updated upon review or as the facts warrant.
- File notes should be assigned to the most appropriate note type.

Reserves

- Initial reserves, to reflect the probable ultimate cost of the loss, shall be entered into the RMIS within 2 business days of our receipt of a claim, and is to be based on the information known at the time and discovered through the initial investigation process.
- Document analysis and breakdown behind the development of the reserve and any changes made.
- Adequacy of reserves must be determined each time the file is reviewed and documented in the file.
- Reserve revisions must be necessary and accompanied with documentation; “stair stepping” reserves is not tolerated.
- Must be set up under the appropriate party with the correct reserve type.

Litigation

Office of General Counsel (OGC) for UM will assign outside counsel for litigated auto and general liability claims. OGC will work directly with outside counsel and will provide a status report to the adjuster as warranted.

Settlement/Payments

- All settlement authority requests above the adjuster’s level of authority must be made to the Supervisor with an e-mail outlining the exposure and recommended value. TPA Supervisor will approve with a note in the file documentation.
- All settlement authority requests above the TPA Supervisor’s authority must be made to the RIM consultant with a settlement authority request template completed and submitted for approval via email. RIM will review and approve or request additional information.
- All settlements involving third parties should include a signed release.
- If a payment needs to be held for pickup on campus enter “A2 Hold Check for Tammra Aholt 2-3741” in payable comments.
- Payables must be entered and approved by Tuesday, 4:00 CST in FileHandler in order to print on Wednesday. Employee settlements will be sent ACH/EFT overnight if employee address sequence is set up to pay ACH.
- An itemized breakdown of the settlement should be entered into the claim by a Settlement file note.
- Payments made to an at-fault department would be less the deductible.

- Payments must be made from the correct checking account corresponding to the type of settlement or payment. Checking account 2 for liability, Checking account 3 for comp/collision.
- When issuing a payment for an attorney bill the payment should be broken down into Attorney Fees and Miscellaneous Legal Expenses per the invoice

Deductible

As soon as the adjuster is aware that a deductible applies they will document the amount and type of deductible that applies on the Insured Department party screen in the Facts text box.

See FileHandler Guide

Once it is determined that a deductible is applicable and the payable has been posted the adjuster will:

- Send an email confirmation to the department contact advising of the amount of the deductible and verify the Mo Code it is being charged to.
- Send an email to RIM Sr. Fiscal Analyst with the following information:
 1. Claim Number
 2. Mo Code
 3. Claim Type (liability or physical damage)
 4. Deductible amount
 5. Department contact name.

Once the adjuster notifies RIM to charge the deductible RIM will send an email to the department contact and the adjuster confirming the deductible has been charged. RIM will then update the Insured Party screen Deductible Amount and Paid fields.

Total Loss/Salvage

- If a vehicle is a total loss as a result of an accident the adjuster will determine the vehicles actual cash and salvage value using market data. ACV will most often be determined using NADA clean retail value with condition adjustments as warranted by the condition of the vehicle.
- If the sale of salvage results in a payment to The Curators of the UM the adjuster will open salvage and vendor information for the totaled vehicle. **See File Handler Guide**
- A salvage title must be obtained according to the Missouri Department of Motor Vehicle statutes.
- Once a vehicle is deemed a total loss the adjuster will email the RIM Consultant advising to remove the vehicle from inventory. The department may re-enroll in Comp/Collision coverage if the damages are repaired.
- If the department elects to retain the totaled vehicle the amount of the salvage quote should be deducted from the department's settlement.
- Consideration should be given as to how salvage for specialty items should be handled. Vehicles such as ATVs & UTVs may have a higher salvage value with a dealer or specialty salvage company. Contact RIM to discuss these scenarios in the event of a total loss.

Supervision

- Supervisors are expected to first review files within 15 days. After the initial 15 day review files are expected to be reviewed at least every 45 days.
- File review comments and recommendations should be noted in the RMIS the same business day.
- If Supervisor determines that action is needed by the adjuster prior to the adjuster's next diary the Supervisor will set a diary for the adjuster for the same day with diary type "Adjuster Action Needed." Please note this diary type should be reserved for Supervisor use to communicate with the Adjuster; not for the adjuster to set diaries for themselves.
- Adjusters will show action on supervisor comments and recommendations within 2 business days and document same in the claim file notes.
- Supervisor is expected to review file and provide direction to the adjuster, if needed, on the following:
 - Complete claim file based on report and information received to date
 - Accurate liability decision
 - Adequate reserves
 - Accuracy of claim handling/documentation
 - Accuracy of payables created/payments issued
 - POA is moving file to resolution.
- Supervisor will review file prior to closure to ensure POA is completed and payments/deductibles were handled appropriately.

Regulatory Reporting

Assist UM with all regulatory reporting, such as SCHIP, and excess carrier updates. The adjuster will properly complete and file on time, all required forms.

Excess Carrier Reporting

Excess carrier reporting requires that notices of claims and incidents that have not yet become claims, but which are "reasonably likely to involve" either or both policies, be made in writing as soon as practicable or under the following conditions in accordance with the policy

- fatality;
- major paralytic conditions such as paraplegia and quadriplegia;
- second or third degree burns to 25% or more of the body;
- amputation, permanent loss of use or permanent loss of sensation of a major extremity;
- head or brain injuries resulting in permanent disorientation, behavioral disorders, personality changes, seizures, aphasia or coma;
- loss of sight in one or both eyes or loss of hearing;
- injury resulting in incontinence of bowel or bladder;
- sexual molestation, sexual assault or rape;
- AIDS; or
- bodily injury resulting from medical services (excess policy only) or bodily injury resulting from health care services provided in a clinic, infirmary, student health center, treatment room or other similar facility that provides medical or health services to students or at other locations in the event of a medical emergency or as directed by RIM.

New claims may be reported in writing to:

United Educators

Two Wisconsin Circle, Fourth Floor

Chevy Chase, MD 20815-9913

You can also report new claims via facsimile to (301) 907-0303 or email:

newclaims@ue.org

And (effective 8.1.2014)

Great American Custom Insurance Services

Claims Department

725 S. Figueroa Street, Suite 3400

Los Angeles, CA 90017

Phone 213.430.4300

Fax: 855.763.4172

Email: claims@gamcustom.com

Auto Claim Scenarios

- If claim involves 2 departments from 2 different campuses; associate the claim with the campus (tier 2) at fault as the insured.
- Contact the department directly with a copy to the location contact – request Mo Code and determine who to pay (them, the body shop, etc.)
- Higher deductible always applies
- Treat rentals, Mo Conservation, & USDA Forest Service as “owned”

Trailers

- Liability coverage for a trailer being pulled is extended from the vehicle towing the trailer
- General liability would apply if the trailer is not attached to or being pulled by a vehicle and causes damage to other property
- Physical Damage coverage is subject to the trailer being enrolled in Comp/Collision coverage

Accident between two University Departments

Scenario 1

- Dept 1 (Insured Owner) hits Dept 2 (Claimant Owner)
- Neither vehicle has Physical Damage coverage
- Dept 2 repair is paid from Auto Liability
- Dept 1 pays the \$500 deductible to Auto Liability

Scenario 2

- Dept 1 (Insured Owner) hits Dept 2 (Claimant Owner)
- Dept 2 has Physical Damage coverage
- Dept 2 repair is paid from Collision
- Dept 1 pays the \$500 deductible to Physical Damage

Scenario 3

- Dept 1 (Insured Owner) hits Dept 2 (Claimant Owner)
- Dept 1 has Physical Damage coverage
- Dept 1 repair is paid from Physical Damage
- Dept 2 repair is from Auto Liability on behalf of Dept 1
- Only one deductible applies (\$500) and is paid by Dept 1 to Physical Damage

Scenario 4

- Dept 1 (Insured Owner) hits Dept 2 (Claimant Owner)
- Both Depts. have Physical Damage coverage
- Physical Damage pays repairs/claim expenses on both
- Only one deductible applies (\$500) and is paid by Dept 1 to Physical Damage

Accident Rentals

Scenario 5

- **University rental with Enterprise/National agencies**, the renter should complete the report form with the renting agency and complete a form UM 5. The form UM 5 should be submitted to the campus claims coordinator along with a copy of the rental agency report for incident reporting only. All liability and physical damage of the rental will be handled by Enterprise &/or National

Scenario 6

- **University rental with another agency with liability and physical damage**
 - \$500 deductible for any vehicle liability loss when the claim is paid by UM self-funded plan. There is no deductible for physical damage losses to the rental vehicle.
 - If rented with a procurement card, the department/employee should file a Physical Damage claim with the credit card company 1-800-MC-ASSIST (1-800-622-7747) within 30 days. If denied, TPA handles. Rental is handled as owned.

Accident with a University Vehicle and University Property

Scenario 7

- Dept 1 vehicle damages Dept 2 property
- Two claims are created
 - Dept 1 is a Physical Damage claim*
 - Dept 2 is a Property claim
- Only one deductible applies (\$1000 property deductible) paid by Dept 1, posted to Property checking acct

*If Dept 1 is enrolled in Physical Damage, then expenses/repairs for vehicle are paid from Physical Damage. If not enrolled, department is responsible for their expenses/repairs.

Accident between two University vehicles in the same Department

Scenario 8

- There is only coverage to the extent vehicles have Physical Damage coverage
- Only one \$500 collision deductible applies

Accident between a University vehicle and a non-University vehicle

Scenario 9

- UM vehicle is liable to the 3rd party
- If UM vehicle is enrolled in Physical Damage repairs and expenses for said vehicle will be paid from Physical Damage
- 3rd party repairs/expenses will be paid from Auto Liability
- Only one deductible applies (\$500) paid to Physical Damage by University Dept

Scenario 10

- 3rd Party hits University vehicle
- Dept files claim report with campus coordinator and may deal directly with 3rd Party insurer.

- If there is a question of liability, claim handled by TPA (subrogation)

Sample Acknowledgement Emails

Missing information:

This message is to acknowledge the receipt of your claim (date) for (vehicle/dept.). In order to complete the handling of this claim the following items are needed:

- X
- X

Please forward these items to my attention via fax (number) or mail (address). Contact me if you have any questions.

Signature

X

All information received:

This message is to acknowledge the receipt of your claim (date) for (vehicle/dept.). (What they can expect next)

Please contact me if you have questions,

Signature

X

Incorrect form:

This message is to acknowledge submission of an incident that occurred (date). However, for this type of incident form xxx is needed. Please complete this form and submit to my attention. All forms are available on the Risk & Insurance website, www.umssystem.edu/rim.

Please contact me if you have questions,

Signature

X

3rd party claim:

This message is to acknowledge the receipt of your claim (date) for (vehicle/dept.). This accident has been filed for our records. However, since the other party was responsible for the accident, their insurance carrier should handle the payment of repairs.

Please contact their carrier for handling instructions. They will usually ask for 2 or 3 repair estimates, so you may proceed with arranging for those. When the repairs are complete please notify me so the case may be closed.

Most often other carriers are cooperative in these cases. If you need assistance dealing with the other company, please contact me.

Please contact me if you have questions,

Signature

Property Claims

Overview

UM currently self-funds the first \$500,000 of each property loss. The department is responsible for the first \$1,000. Coverage beyond the SFR is provided by an excess carrier. Any claim that meets or exceeds \$50,000 goes towards the annual aggregate.

Handling

Claim Reporting

- Claim forms are submitted via a dedicated claims email account. The TPA is expected to check the inbox several times per day for new claims.
- The adjuster will create the claim in the RMIS and provide an acknowledgement to the campus coordinator and the department representative, except for incident only reports. The acknowledgement should include the claim number, request for further information and expectations.
- Verify that the property involved is owned by UM or required via contract/loan agreement to provide coverage.
- If the loss is expected to be less than the \$1,000 deductible it is recorded as an incident.
- All accident and incident reports should be uploaded as an attachment into the claim file.

Investigation

The adjuster will take aggressive steps to contact all parties of the loss (excluding incidents) and document the file with findings. Required actions include, but are not limited, to:

- Contacting the department representative to determine the details of the loss including cause, damages and if steps have been taken to mitigate damages.
- Determining if the cause of the loss is covered under the property policy and discuss any denials or coverage questions with RIM Consultant.
- Document coverage analysis in a PD note as to whether coverage applies.
- Miscellaneous portable equipment is not covered for mysterious disappearance. This includes but is not limited to: ipads, laptops, LCD projectors, Class Room Participation system components, overhead projectors and cameras. There must be evidence of forcible entry or severed tie-downs before coverage applies.
- All Theft or Mysterious Disappearance claims will be held for 30 days from the date of report to allow time for the "missing" items to be recovered. If items recovered are damaged the loss will then be treated as a damage claim. If the missing item is recovered after the claim has been adjusted, the UM Office of Risk & Insurance Management has the option to the residual value of the recovered item.

Diaries

Unless the file clearly documents reasons for a longer diary, all files will be kept on a maximum diary period of 30 days. Diaries are to be kept current.

Documentation

- Each file note should contain a summary of the adjusters handling explaining actions taken to move the file closer to resolution. Email strings may be copied into the note

directly following the adjusters summary. File notes should show objectivity, be fact based, and indicate good judgement.

- The adjuster should advise the department of the documentation required for a claim settlement including:
 - Photos of damage
 - Police report, if applicable
 - Proof of ownership, such as original purchase information
 - Itemized invoices for replacement purchases or repairs
 - Timesheets for internal and external labor, with trades noted
 - Contracts
 - Quote for comparable replacement if the department chooses to purchase an upgrade
- Documentation of the POA including an outline of work to be completed and any problems or concerns to be resolved, must be carried forward in the most recent file note. The POA is to be updated upon review or as the facts warrant.
- All documentation including estimates and invoices should be uploaded into the claim file as an attachment.

Reserves

- Initial reserves, to reflect the probable ultimate cost of the loss, shall be entered into the RMIS within 2 business days of our receipt of a claim, and is to be based on the information known at the time, and discovered through the initial investigation process.
- Document analysis and breakdown behind the development of the reserve and any changes made.
- Adequacy of reserves must be determined each time the file is reviewed and documented in the file.
- Reserve revisions must be necessary and accompanied with documentation; “stair stepping” reserves is not tolerated by UM.
- Must be set up under the appropriate party with the correct reserve type.

Settlement/Payments

- The department pays all invoices to complete the repair or replacement and then provides the documentation to the TPA for consideration.
- Once the repair or replacement is complete and the adjuster has received all necessary documentation from the department they will calculate a comparable replacement cost and subtract the deductible for the payable amount.
- The adjuster will request the Mo Code from the department to apply the payment.
- A detailed explanation of the settlement should be documented in a Settlement file note.
- Payments will be credit to the department Mo Code plus the account number 822300.
- Requests for settlement approval should be sent to RIM Consultant or Assistant Director in Consultant’s absence.
- Payments must be made from the correct checking account corresponding to the type of settlement or payment.

- When issuing a payment for an attorney bill the payment should be broken down into Attorney Fees and Miscellaneous Legal Expenses per the invoice

Deductible

A \$1,000 deductible applies to every property damage claim covered under the UM property policy and will be deducted from the department's settlement.

Fine arts are handled under the property policy with a \$25,000 deductible for each loss. The department is responsible for the first \$1,000. Loaned arts that are in our care, custody and control by contract do not have a deductible and the carrier will pay from the first dollar.

Supervision

- Supervisors are expected to first review files within 15 days. After the initial 15 day review files are expected to be reviewed at least every 45 days.
- File review comments and recommendations should be noted in the RMIS the same business day.
- If Supervisor determines that action is needed by the adjuster prior to the adjuster's next diary the Supervisor will set a diary for the adjuster for the same day with diary type "Adjuster Action Needed." Please note this diary type should be reserved for Supervisor use to communicate with the Adjuster; not for the adjuster to set diaries for themselves.
- Adjusters will show action on supervisor comments and recommendations within 2 business days and document same in the claim file notes.
- Supervisor is expected to review file and provide direction to the adjuster, if needed, on the following:
 - Complete claim file based on report and information received to date
 - Accurate liability decision
 - Adequate reserves
 - Accuracy of claim handling/documentation
 - Accuracy of payables created/payments issued
 - POA is moving file to resolution.
- Supervisor will review file prior to closure to ensure POA is completed and payments/deductibles were handled appropriately.

Excess Carrier Notification

- The adjuster should advise the RIM Consultant of any claims that may exceed \$50,000 in order to determine if the excess carrier should be notified.

Workers' Compensation Claims

Overview

UM currently self-funds the first \$750,000 of each accident. Coverage beyond the SIR is provided by an excess carrier.

UM is required to provide benefits to its injured employees under Missouri Workers' Compensation Statute RSMo 87.

Claim Reporting

- Injured employee reports the incident or injury immediately to the UM Supervisor of their college, department, or business.
- Within 24 hours of notice of the injury, the Supervisor completes, signs and submits the Report of Injury, UM WC-1 to campus contact via email or fax.
- Within 24 hours of receipt of the UM WC-1 the campus contact enters the UM WC-1 into RMIS.
- Within 24 hours the TPA supervisor must acknowledge the report in the RMIS and assign the claim to an adjuster. The adjuster immediately notifies the campus contact of assignment via email or phone contact.
- The adjuster reviews the report for errors and omissions. If there are no errors, the adjuster initiates the electronic filing of the UM WC-1 with the Division of Workers Compensation (DWC).

Regulatory Reporting

Assist UM with all regulatory reporting, such as SCHIP, and excess carrier updates and will properly complete and file on time, all required forms.

Missouri Division of Workers' Compensation Reporting

Ensure all DWC reports, forms, and correspondence are accurately completed and filed in a timely manner as required by the DWC. Reports and forms are as follows, but not limited to;

- First Report of Injury (UM WC-1-EDI)
- Notice of Commencement/Termination of Compensation (WC-2);
- Answer to Claim for Compensation (WC-22);
- Claim for Compensation (WC-21),
- Missouri's Second Injury Fund (WC-120).

Investigation

The adjuster will take aggressive steps to contact all parties to the loss (excluding medical only or incident only cases) and document the file with findings and. Required actions include but are not limited to:

- 3 point contact with injured employee, treating medical provider and supervisor.
- Medical investigation should include provider's opinion of causation, diagnosis, prognosis, as well as the anticipated length of medical care and estimated date of maximum medical improvement.

- Additional handling for compensability/eligibility issues, hernias, red/flag, questionable, fraudulent, lost time, repetitive motion, cumulative trauma, occupation disease, University driver liability claims include:
 - Recorded interview taken and summarized in the RMIS claim notes. If a recorded statement is indicated for material witness or others; contact RIM for authorization
 - Complete initial investigation within fourteen 14 days of assignment of claim
 - Within 7 days of claim assignment submit claim to the Central Index, document the results; and complete the Index Bureau filing on all indemnity claims
 - If surveillance is indicated on initial case assignment; obtain approval from RIM.

Liability/Compensability Analysis

- Workers' Compensability denials must be approved by RIM WC representative. The adjuster should call the UM representative for authority to deny including supporting documentation, facts and statute within fourteen days of claim assignment.
- Denials are to be documented in the file notes after RIM has authorized action.
- The Letter of Denial is to be issued timely to the RIM representative's authorization and indicated in the file notes.
- Adjuster determines if any third party can be held responsible for an employee's injury. If third party liability is indicated the adjuster contacts the RIM Rep to obtain authorization to notify the third party and pursue recovery once the claim is concluded.
- Documentation of the third party liability investigation and claim determination is to be in the file notes; timely to activity and clearly written.

Reserves

- Initial reserves; to reflect the probable ultimate cost of the loss, shall be entered into the RMIS within 2 business days of our receipt of a claim, and is to be based on the information known at the time, and discovered through the initial investigation process.
- Initial and subsequent reserves require calculations on a reserve worksheet; detailing the various components of medical, indemnity, and expense portions of the reserves.
- Reserves on fatal, permanent total disability or other life time indemnity benefit cases are to be established based on tables mandated by the Workers' Compensation Act.
- Adequacy of reserves must be determined each time the file is reviewed and documented in the file.
- Review if there is a change in the activity or medical case management of the claim.
- Within 1 year of the life of claim, reserves should be stabilized.
- Reserve reviews are to be completed by supervisor every 30 days.
- Reserve revisions must be necessary and accompanied with medical documentation or other related activity; "stair stepping" reserves is not tolerated by UM.

Medical Management

- Adjuster coordinates medical treatment with providers affiliated with the University system and within the PPO network.

- University Work Injury Service's (UWIS) will provide initial medical evaluation and appropriate medical treatment for UM employees of the Hospital, Columbia campus, and System located in the Columbia area.
UWIS services include:
 - Evaluation of work related injuries. Employees must have a report of injury and it must be signed by their supervisor before they will be evaluated.
 - Treatment of employees for injuries that do not involve lost time from work.
 - UWIS cannot refer an employee to a specialty physician. Referrals and recommendations must be authorized when deemed necessary. No further follow up with UWIS will take place.
 - UWIS does not determine workers' compensation eligibility or comment on compensability issues. Eligibility and compensability issues will be address by the RIM campus contact or the adjuster.
- All medical/pharmacy bills are processed through the appropriate managed care contract, discounts, or as directed by RIM.
- Requests to transfer care require the campus contact's authorization and are to be documented and summarized in the claim notes.
- Medical reports or notes received will be documented in the file within 2 business days of receipt.
- Medical documentation and summarization should include but not be limited to;
 - Diagnosis/ prognosis
 - Treatment plan
 - Expected length of medical treatment
 - Subsequent medical treatment dates
 - Physician comment on causation
 - Recovery target dates or MMI
- Independent Medical Evaluations (IME) and second opinions must be obtained when appropriate and/or indicated by medical or the DWC Adjudicator, and only with authorization by the RIM representative.
- Causal relationship of present treatment to the work related injury must be clearly summarized and documented and in the file notes.
- Employee disability is to be documented through medical from the authorized provider and documented and contained in the file notes prior to issuance of any disability payments.
- During the employee's period of disability, subsequent medical visits must be documented in the file notes within one business day of the treatment.

Return to Work Management

- Adjuster initiates exploration of an early return to work program or modified work duty.
- Adjuster provides authorized treating physician with injured employee job description to ensure restrictions are appropriate to the employee's job duties.
- Job descriptions for UM employees can be obtained by the employee supervisor or are available on-line:
<http://www.umsystem.edu/apps/hr/compensation/detail/compSearch.php>.
- Each campus/business unit has some degree of a Return-To-Work (RTW) program or charge back.
- MU Campus Facilities RTW program, Mary Haskamp, HR Specialist at (573) 882-5590.
- All RTW management and activity must be documented in the claim notes timely to the activity or within 1 business day.

Supervisory Management

- Supervisors are expected to first review files within 30 days. After the initial 30 day review files are expected to be reviewed at least every 60 days.
- File review comments and recommendations should be noted in the RMIS same business day.
- Adjusters will show action on supervisor comments and recommendations within one business day and document same in the claim file notes.
- Claims reviews to assess quality will be planned and scheduled at minimum 2 times per year or at the request of RIM.
- Medical reports, bills, DWC notices and other documents are referred to TPA for action
- TPA Claim rep will notify UM Campus Coordinator upon closure of claims.

Documentation

- Each file note should contain a summary of the adjusters handling explaining actions taken to move the file closer to resolution. Email strings may be copied into the note directly following the adjusters summary. File notes should show objectivity, are fact based, and indicate good judgement.
- Documentation of the POA, including an outline of work to be completed and any problems or concerns to be resolved, must be carried forward in the most recent file note. The POA is to be updated upon review or as the facts warrant.
- TPA returns all communication with UM within 1 business day. UMO Claim number indicated on all correspondence between TPA and UM
- Medical reports, bills, DWC notices and other documents will be referred to the adjuster for action and documentation.

Diaries

- Unless the file clearly documents reasons for a longer diary, all files will be kept on a maximum diary period of 30 days.

Litigation Management

- UM maintains the rights to select counsel.
- Adjuster will make a timely assignment to counsel. The initial assignment of the file should provide instructions to counsel on how to proceed.
- Counsel should provide a litigation budget outlining the projected cost of defending the claim.
- All reports from counsel will be reviewed and answered as appropriate by the adjuster.
- All billing from counsel is to be reviewed and approved; if appropriate the adjuster should question, as needed.
- All workers' compensation files are referred to Evans & Dixon in the Greater St. Louis or Greater Kansas City area; whichever is appropriate. In the Columbia area, Atwill & Montgomery for defense.

- Adjuster will instruct counsel that requests for settlement authority must be made on a timely basis, and in line with counsel's previously stated evaluation of the case. **Requests for authority at the time of trial or the day before a settlement conference will not be tolerated.**
- Inform counsel that large dollar settlements may take time to process in order to permit the necessary control and security procedures to be applied. Counsel may not make any promises concerning the delivery of settlement checks without prior approval of the adjuster or RIM.

Resolution/Settlement

- All settlement authority requests above the adjuster's level of authority must be made to the Supervisor in a file note, and an outline of the exposure and recommendation value of settlement must accompany it.
- Supervisor must document file notes regarding approval or non-approval of reserve requests.
- All settlement authority requests above the Supervisor's authority must be made to RIM representative with a settlement authority request template completed and submitted for approval.
- Documentation of the claim resolution strategy, should include but not be limited to an outline of work to be completed, must be contained in the Claim Progress Notes in the file, and is to be updated upon review or as the facts warrant.
- Closure of a claim will be documented and clearly written in the claim file notes.
- Adjuster will notify the campus coordinator upon closing of a claim.

Indemnity Payments

- Initial total temporary disability (TTD) payment is made within 14 days of the accident and subsequent payments made in accordance with DWC statute.
- Medical documentation supports indemnity payment and should be received and documented in the claim file prior to or concurrent to payment.

Excess Carrier Reporting

TPA is responsible for alerting the RIM workers' compensation contact for excess carrier reporting under the following conditions or as directed by policy language:

- When the total incurred reaches or exceeds 50% of the policy retention (for current policy year = \$375,000);
- Fatalities;
- Paraplegics and quadriplegics;
- Serious burns, defined as 2nd or 3rd degree burns involving 25% of more of the body;
- Brain injury;
- Spinal cord injury;
- Amputation of a major extremity; and
- Any occurrence which results in a serious injury to 2 or more employees

How to report a claim

A first report should contain the information on the [First Report form](#). It should also include pertinent file documents which will allow Safety National to evaluate the potential exposure on the claim.

First reports can be sent to Safety National via email, fax, or mail.

MAILING ADDRESS:

Safety National
1832 Schuetz Road
St Louis, MO 63146

FAX : 314-995-3897

EMAIL : first.report@safetynational.com

Authorities

| <u>TPA Representative</u> | <u>Reserves</u> | <u>Payables</u> | <u>Settlement</u> |
|----------------------------------|------------------------|------------------------|--------------------------|
| Supervisor | \$100,000 | \$25,000 | \$20,000 |
| WC Adjusters (Claim Rep) | \$50,000 | \$1,500 | \$15,000 |
| Liability Adjuster | \$100,000 | \$2,500 | \$15,000 |
| Liability Adjuster (back up) | \$100,000 | \$1,000 | \$15,000 |
| Property Adjuster | \$100,000 | \$1,000 | \$15,000 |
| Claim Technician | \$5000 | \$300 | |

Closed file Limits

| | |
|-----------|---------|
| Expense | \$7,000 |
| Indemnity | \$500 |
| Medical | \$2,500 |

Contacts

UM [Risk & Insurance Management Office](#) Contacts

Campus and Business Unit contacts are available below, on the Risk and Insurance Management [website](#) or via Outlook.

AVP Management Services & Director Risk & Insurance, **Ed Knollmeyer**(573) 882-3735
knollmeyere@umsystem.edu

Primary contact for litigated claims

Assistant Director, **JoAnne Flowers**(573) 882-8577
flowersj@umsystem.edu

Sr. Fiscal Analyst, **Michelle Fletcher**(573) 882-4633
fletcherm@umsystem.edu

Risk Management Consultant, **Tammra Aholt**(573) 882-3741
aholtt@umsystem.edu

Primary contact for A/GL, Property claims

Insurance Coordinator, **Leigh Hollinger**.....(573) 882-7019
hollingerl@umsystem.edu

Primary contact for workers' compensation claims

Senior Administrative Assistant, **Pam Baker**(573) 882-8100
bakerp@umsystem.edu

Auto/General Liability Contacts

Campus/Business Unit contact detail is available on our [website](#) or via Outlook.

University of Missouri – Columbia (**MU**) and System

Tammra Aholt, Risk Management Consultant (573) 882-3741

University of Missouri Health Care (**UMHC**)

Julia Settles, Risk Management Coordinator (GL) (573) 882-1181

Gregory Leonard (Auto & Property) (573) 884-3039

University of Missouri - Kansas City (**UMKC**)

Tammra Aholt, Risk Management Consultant (573) 882-3741

Missouri University of Science and Technology (**S & T**)

Betty Birkner, Administrative Assistant (WC) (573) 341-4305 or

Joyce Abbott, Executive Assistant (573) 341-4122

University of Missouri - St. Louis (**UMSL**)

Catherine Jochens, Director Business Services (314) 516-5362

Workers' Compensation Contacts and Providers

Authorized Initial Treatment, After Hour Care and Emergency Treatment providers and facilities for work related injuries are indicated for each Campus or Business below.

University of Missouri System (UM) and University of Missouri - Columbia (MU)

Leigh Hollinger, Insurance Coordinator573) 882-7019

Work Injury Services 7:30am – 4 pm M-F (573) 884-9924
University Hospital (Rm MC-11)

After-hours or Non Emergent Care

Mizzou Urgent Care 4 pm – 7 pm M-F (573) 882-1662
551 E Southampton Dr 8 am – 4 pm Sat & Sun
Columbia, MO 65203

Urgent Care Indicated – After Hours

University Hospital ER (573) 882-
4141
One Hospital Drive
Columbia, MO 65212

University of Missouri Health Care (MUHC)

Debbie Robertson, Manager Occupational Health, Human Resources(573) 882-2470

Work Injury Services 7:30am – 4 pm M-F (573) 884-9924
University Hospital (Rm MC-11)

After-hours Non Emergent Care

Mizzou Urgent Care 4 pm – 7 pm M-F (573) 882-1662
551 E Southampton Dr 8 am – 4 pm Sat & Sun
Columbia, MO 65203

Urgent Care Indicated – After Hours

University Hospital ER (573) 882-
4141
One Hospital Drive
Columbia, MO 65212

University of Missouri - Kansas City (UMKC)

Leigh Hollinger, Insurance Coordinator(573)-882-7019

2020 US Health Works - Work Injury Dept. & Pharmacy
1650 Broadway Blvd 8am – 5pm M-F (816) 842-
Kansas City, MO 64108

After-hours or Emergency Care
Truman Medical Center ER (816) 404-1000

2301 Holmes St
Kansas City, MO 64108

Research Medical Center ER (816) 276-4155

2316 E Meyer Blvd
Kansas City, MO 64132

Missouri University of Science and Technology (S & T)

Betty Birkner, Administrative Assistant, Environmental Health & Safety ...(573)341-4305

Doctor After Hours | Mercy's 7:30 am – 7pm M-F (573) 458-
6350
1605 Martin Springs Dr. 8am – 4pm Sat & Sun
Rolla, MO 65401

Rolla Family Clinic 9am – 9pm M-F (573) 426-
5900
1060 S Bishop Ave 1:30 pm – 2pm **closed** for lunch
Rolla, MO 65401

8899 *After hours or Emergency Care*
Phelps County Regional Med Center ER (573)-458-
1000 W 10th Street
Rolla, MO 65401

University of Missouri - St. Louis (UMSL)

Tara VanDeVoorde, Sr. Specialist Human Resources.....(314) 516-5258

SSM Urgent Care
Maryland Heights | Bridgeton

Concentra 7:30 am – 5pm M-F (314) 731-0448

463 Lynn Haven Drive
Hazelwood, MO 63042

After hours or Emergency Care
DePaul Hospital Emergency Room
12303 DePaul Dr.
Bridgeton, MO 63044

(314) 344-6000

Appendix B

SUPPLIER REGISTRATION INFORMATION

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a “small business concern”.

WOMAN OWNED BUSINESS (WBE): Yes No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE Yes No

Please include what organization your firm has secured certification from with a certification number and date it expires. _____

MISSOURI FIRM: Yes No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

- Manufacturer (M)
- Distributor/Wholesaler (D)
- Manufacturer's Representative (F)
- Service (S)
- Retail (R)
- Contractor (C)
- Other (O)

SOLE PROPRIETORSHIP: Yes No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes. The supplier also acknowledges that repeated failure to respond to Invitation to Bids may result in removal from the bid lists.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____ Date: _____

SUPPLIER DIVERSITY PARTICIPATION FORM

The contractor/supplier must indicate below the percentage of diverse supplier participation committed to in relation to the total dollar value of the contract. Please provide this information whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the diverse supplier participation must not be contingent upon award of a specific category. The contractor/supplier, if awarded a contract, must be able to achieve the stated participation for the resulting contract regardless of the categories awarded or not awarded. The contractor/supplier must be able to achieve participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a certified diverse supplier, the contractor/supplier may indicate 100% participation below. We also ask that a diverse supplier we contract with directly provide us with any supplier diversity participation your firm does that helps to fulfill the contract. Listed below are definitions of direct versus indirect 2nd Tier spending:

- Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UMSSC contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.
 - a. Example: Company A is a prime supplier that sells UMSSC Health System medical supplies. Masks that are supplied to fulfill the contract come from a woman-owned business. This would be called direct 2nd tier as the purchase is directly fulfilling the contractual obligation.
 - b. Example: Company B is a prime supplier of office products to UMSSC. Ink pens that are supplied are provided by a minority-owned business. This would also be direct 2nd Tier. Dollars can be tracked and traced to fulfilling the contract.
- Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.
 - a. Example: Company A spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's business revenue. Company A can report \$20,000 of the amount spent for landscaping as part of its reporting to UMSSC.
 - b. Example: Company B spends \$150 million dollars in diverse supplier spending for its enterprise. UMSSC comprises 1% of Company B's overall revenue. Company B can the report 1% (\$1.5 million) as supplier diversity spending to UMSSC.

The contractor/ supplier is committing to the following diverse supplier participation on this proposal:

Complete the following table indicating the suppliers that will be used as direct subcontractors to meet the participation levels indicated. If you are committing to indirect 2nd tier spending, please list as “indirect” under supplier name and indicate what percentage you will target. If your company will not have a supplier diversity component, please indicate that below as well.

| Supplier Name | % of Contract | Specify 1st or 2nd Tier |
|----------------------|----------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |

-----**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**-----