



**Third Party Liability
Claims Administration Services**
RFP # S-1264

**City of
Garden Grove**

February 10, 2020

**Third Party Administrators of Liability
Self-Insurance Programs in California since 1982
3380 Shelby Street
Ontario, CA 91764-5566
Michael Reed, Liability Manager
Phone 909-612-5644**



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3380 Shelby Street
Ontario, California 91764-5566

Telephone (909) 861-0816
Fax (909) 860-3995

1. COVER LETTER

City of Garden Grove
11222 Acacia Parkway, Room 220
Garden Grove, CA 92840

February 10, 2020

Attention: Ms. Sandra Segawa, Purchasing Manager

RFP: S-1264 - Third Party Administration of General Liability Claims

We are pleased to present this proposal for the administration of liability claims on behalf of the City of Garden Grove.

Established in September of 1982, AdminSure is a California Corporation that has continuously provided claims administration and other essential services to self-insured public entities throughout Southern California for both General Liability and Worker's Compensation claims. AdminSure's qualified staff includes an account manager with 36 years of experience handling public entity matters, a primary adjuster with ARM-P, AIC, and SIA designations and a back-up adjuster fluent in Spanish.

Since incorporation, we have remained in good standing with the California Secretary of State, earning a reputation for providing responsive, high-quality TPA services while obtaining considerable expertise in the area of public entity liability. We are familiar with the applicable sections of the Government Code and are sensitive to the political issues facing municipalities today. The undersigned is authorized to contract with the City of Garden Grove. Additionally, we will meet your business license, insurance and other requirements as anticipated for this work. We will provide City staff with full access to our claims management information system at no extra charge as you may direct.

Acknowledgement is hereby made of the Exhibits to the RFP and receipt of Addendum No.1, all completed and attached as requested. Our Bid Proposal remains valid for a period of 120 days.

A handwritten signature in black ink, appearing to read "Michael Reed".

Michael Reed, Liability Manager
AdminSure Inc.
3380 Shelby Street
Ontario, CA 91764-5566
Phone 909-612-5644 | Fax 909-860-3995
Cell (909) 345-4377
mreed@adminsures.com



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Ontario, California 91764-5566

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2. COMPANY PROFILE

AdminSure is California Corporation established in September 1982 and since inception, has continuously provided claims administration services to self-insured public entities throughout Southern California. The Company is SOC II Certified and manages nearly 75 trust accounts for our Worker's Compensation and Liability clients, providing quick resolution and payment of claims and the expenses associated with same as appropriate.

We have a broad history of experience with multi-line claims handling from commercial losses and personal lines of coverage, but most specifically, our experience and specialization relative to this RFP is in the area of Public Entity Liability. A dedicated team is assigned to this your account comprised of a seasoned claims adjuster with 36 years of public entity experience coupled with a claims administrator holding ARM-P, AIC, and SIA designations who is savvy in the latest risk management techniques.

Experience through years of file handling and continuing education support the reasoning behind our opinion on liability and is shared with the City over time as we handle your matters. As data collection matures over time, we seek to inform when and where trends are indicated and to develop ongoing communication with you about those trends, both at the time of discovery and through in-person file reviews either quarterly or bi-annually (depending on your preference). The AdminSure liability staff assigned to the City of Garden Grove is well-qualified and experienced in California municipality liability matters. This staff would consist of:

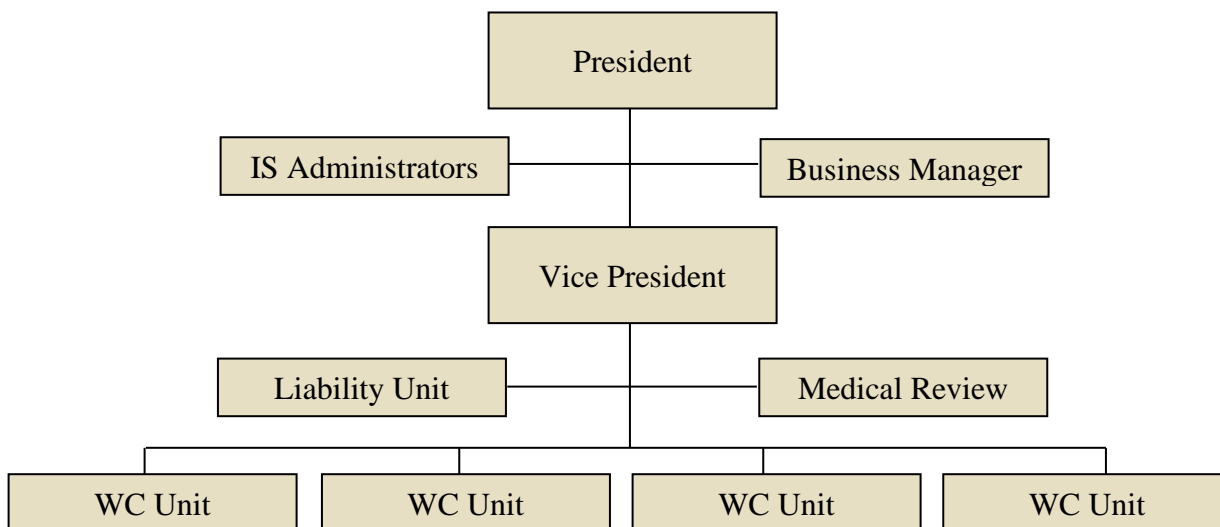
- Liability Manager – Michael Reed
- Liability Administrator – David Trautz
- Bilingual Assist – Joel Meza

Our caseloads are kept low enough so that our personnel have the time to do their jobs properly, but high enough so that the City gets value for their flat annual service fee. Our handling model works best with one lead person and one back-up assigned to each account. One person is the designated and primary contact who becomes familiar with the inner workings and preferences of the City while the other is in an oversight role and can augment the handling of claims at any time.

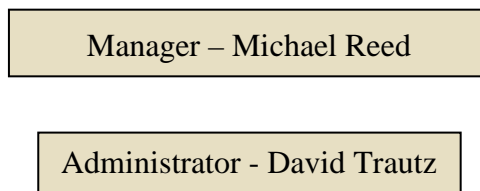
The City of Garden Grove would have final approval on all staffing assignments and no key personnel would be removed or replaced without prior written concurrence of the City of Garden Grove.

- a. **Contact Information** including name, address, telephone and fax number is listed below. **Tax ID #** is **95-3773318**.

b. **Organizational Chart:**



LIABILITY UNIT



Key Personnel :

Michael Reed, BS UC Berkeley
Liability Manager
AdminSure Inc.
3380 Shelby Street
Ontario, CA 91765
Phone 909-612-5644 | Fax 909-860-3995
Cell (909) 345-4377
mreed@adminsire.com

David Trautz, BA, ARM-P, AIC, SIA
Claims Administrator
AdminSure Inc
3380 Shelby Street
Ontario, CA 91765
Phone 909-612-1124 | Fax 909-860-3995
Cell (909) 569-2095
dtrautz@adminsire.com

- c. **AdminSure** is an independent, privately-held Third-Party Administrator that has had **38 successful years** in the handling of General Liability and Workers Compensation Claims.
- d. **Relevant Comparable Contracts:** All are current GL contracts with four being newly acquired within the last five years and the other administered through AdminSure for the past 37 years.

City of Santa Ana

20 Civic Center Plaza
Santa Ana, California 92701
(714) 647-5472

Adjuster: Michael Hedtke

Client Since October 1, 2019
Debra Scott-Leistra, Risk Manager
dscott-leistra@santa-ana.org

City of Newport Beach

100 Civic Center Drive, Bay 2A
Newport Beach, California 92660
(949) 644-3259

Adjuster: David Trautz

Client Since July 1, 2019
Barbara Salvini, HR Manager
BSalvini@newportbeachca.gov

City of Redondo Beach

415 Diamond Street
Redondo Beach, California 90277
(310) 372-1171, ext. 2601

Adjuster: John McCormack

Client Since April 1, 1983
Jill Buchholz, Risk Manager
Jill.Buchholz@redondo.org

City of Inglewood

1 W. Manchester Boulevard
Inglewood, California 90301
(310) 412-8751

Adjuster: John McCormack

Client Since August 1, 2014
Ken Campos, City Attorney
kcampos@cityofinglewood.org

City of Pomona

505 S. Garey Avenue
Pomona, California 91766
(909) 620-2280

Adjuster: David Trautz

Client Since July 1, 2015
Chris Millard, Risk Manager
Chris_Millard@ci.pomona.ca.us



3380 Shelby Street
Ontario, California 91764-5566

Telephone (909) 861-0816
Fax (909) 860-3995

3. QUALIFICATIONS OF PERSONNEL AND RESUMES

AdminSure has a broad history of experience with multi-line claims handling from commercial losses and personal lines of coverage but most specifically, our experience and specialization remain in the area of Public Entity Liability. In fact, the signor of this Proposal was the liability manager over the City of Garden Grove for 10 years from 2005 through 2015 while employed with your current TPA – and also was the person responsible for assigning your current adjuster to the GL account.

Additionally, it should be noted that AdminSure currently handles the adjacent City of Santa Ana for both Liability matters and First Party Claims related to damage to real property and vehicles. Further, within the boundaries of the City of Garden Grove, we are the current claims administrators for the Garden Grove Unified School District.

Experience through years of file handling and continuing education support the reasoning behind our opinion on liability and is shared with the City over the life of each claim as we handle your cases as a partner. As data collection matures over time, we seek to inform when and where trends are indicated and to develop ongoing communication with you about those trends both at the time of discovery and through in-person file reviews either quarterly or bi-annually, depending on your preference.

This staff would consist of:

- Liability Manager – Michael Reed
- Liability Administrator – David Trautz
- Bilingual Assistant Administrator – Joel Meza
- Office Assistant – 3 dedicated personnel from the Claims Assistant Pool

Michael Reed

Liability Manager

Professional Experience

2015-Present AdminSure Inc., Ontario, California
Liability Manager

1997-2015 Carl Warren & Company, Placentia, California
Service & Retention Leader

- Southern CA Schools Risk Management, Long Beach Transit, City of Newport Beach, City of Costa Mesa, City of Huntington Beach, City of Carson, SANDPIPA, Bi-Cep and other Public Agencies.

1997-2008 Carl Warren & Company, Placentia, California
Account Manager

- Capistrano Unified School District, City of Newport Beach, City of Huntington Beach, City of Costa Mesa, the California Insurance Pooling Authority (CIPA), City of Palmdale/Lancaster, County of Imperial, Imperial County Schools JPA, LA County Sanitation District, Orange County Sanitation District.

1993-1997 Various Companies (including my own)
Multi-line Adjuster

- Colen & Lee, Professional Adjusters, Frontier Adjusters, Casualty Photography - handling multiple clients.

1984-1993 Carl Warren & Company, Orange, California
Public Entity Adjuster

- Adjusting duties for various independent public entities, and pools including but not limited to OCCRMA (now CIPA), ASCIP and CJPIA.

1978-1984 Nationwide Insurance Company, Orange, California
Multi-line Adjuster

- Personal and Commercial Lines.

Education

- Various Conferences (CCC, CLC) - Annually Since 2010
- Government Tort Liability/Employment Practices Seminars
- Orange Coast College - Associate Degree
- UC Berkeley - BA Business Administration
- Nationwide Insurance Fire School - 1980
- Nationwide Insurance Material Damage School - 1979
- Nationwide Insurance Basic School - 1978

David Trautz, ARM-P, SIA, WCCP, WCCA, AIC

Liability Supervisor

Professional Experience

2014-Present AdminSure Inc., Ontario, California

Liability Supervisor

- Processed, investigated, and recommended action on General Liability claims for Public Entities. Performed field investigation, demonstrated accurate reserving of claims, negotiated settlements, monitored litigated state and federal actions, and reported to clients and excess insurance carriers.

Worker's Compensation Lead Claims Analyst

- Performed a number of tasks assisting Workers' Compensation Administrators, including setting up claim files, completing benefits, and creating correspondence. Assisted the office, including processing mail and answering phones. Created a comprehensive training guide which encompassed all responsibilities.

2007-2013 The Wire Music and Art Venue, Upland, California

Studio Manager/Head Engineer

- Co-founded and maintained a recording studio business within a live music environment. Cultivated a growing client base and a reputation for customer service, attention to detail, creativity, and dedication to the project at hand. Took the lead in calendaring, scheduling, and coordinating appointments and conference calls.

2011-2012 Walnut Valley Unified School District, Walnut, California

Substitute Teacher

- Adapted quickly to new environments and challenges daily. Emphasis on public speaking, management, and creative problem-solving.

2011-2012 Claremont Unified School District, Claremont, California

Substitute Teacher

- Adapted quickly to new environments and challenges daily. Emphasis on public speaking, management, and creative problem-solving.

Education

- Associate in Risk Management for Public Entities Designation (ARM-P).
- OSIP's Self Insurance Administrator Designation (SIA).
- Workers' Compensation Claims Professional Designation (WCCP).
- Workers' Compensation Claims Administration Certification (WCCA).
- Cum Laude Graduate of California State University, Fullerton - Bachelor of Arts Degree, Liberal Studies.
- President's List Graduate of Citrus College – Associates of Arts Degree, Social and Behavioral Sciences.

Joel Meza,

Liability Administrator

Professional Experience

2004-Present AdminSure Inc., Ontario, California

Liability Administrator

- Handle all aspects of claims for public entities including bodily injury, property damage, wrongful death and police matters. Investigation, negotiation, settlement conferences, mediations, small claims hearings and litigation management. Correspond to Risk Manager and City Council regarding liability exposure and settlement recommendations. Maintain caseload of approximately 140 files on strict 30 to 40 day diary, 60 to 70 percent of which are in litigation.

2002-2004 ATI Claim Services, La Mirada, California

Claims Examiner

- Completed several temporary claims assignments that consisted of Advertising and Personal Injury, Commercial General Liability, Product Liability and Auto Liability.
- Analyze coverage/litigation and prepare communications of coverage analysis/litigation to policyholder.
- Leveraged all opportunities to manage payout and facilitated timely file resolution/closing including damages evaluation and negotiation strategies.

2001-2002 Carl Warren & Company, San Bernardino, California

Third Party Claims Administrator

- Managed to resolution completed operations/commercial general liability claims.
- Worked with appropriate resources, i.e. legal, investigative experts, to coordinate aggressive claim management.
- Aggressively managed litigation.

1998-2001 Farmers Insurance, Orange, California

Special Claims Representative

- Litigation Specialist – pending over 150 files of which all were litigated.
- Developed effective litigation strategies with a concentration in resolution/closure.
- Traveled extensively to attend settlement conferences, arbitrations and trials.

1987–1989 Ohio Casualty Insurance, Riverside, California

Multi-Line Claims Adjuster

- Handled Auto BI, Homeowners Liability/PD, Workers' Compensation, Auto PD, Medical Payments and Subrogation.
- Conducted investigation, determined liability, evaluated and negotiated settlements.
- Performed duties on an individual basis as a resident adjuster.

1983–1987 Farmers Insurance, Commerce, California

Field Claims Representative

- Commenced insurance career as a phone adjuster.
- Promoted to Field Claims Representative within six months.
- Promoted to Senior Claims Representative within twelve months.

Education

- University of California, Davis - Bachelor of Arts Degree, Political Science.

Language

- Bilingual: English/Spanish.

APPENDIX "A"
RFP S-1264
Third Party Liability Claims Administration
REFERENCES

List and describe in full, the contracts performed by your firm within the last five years which demonstrate your ability to provide the services included in the scope of work/specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference 1

Client Name: City of Santa Ana Contact Individual: Debra Scott-Leistra, Risk Manager
Address: 20 Civic Center Plaza Phone Number: (714) 647-5472
Santa Ana, CA 92701 Email Address: dscott-leistra@santa-ana.org
Annual Amount of Claims Processed: 273 received initially, 247 Open* Year(s): Starting on July 1, 2019
Description of services provided: *dollar amount proprietary All types of Public Entity General Liability Claims

Reference 2

Client Name: City of Newport Beach Contact Individual: Barbara Salvini, HR Manager-Risk
Address: 100 Civic Center Drive, Bay 2A Phone Number: (949) 644-3259
Newport Beach, CA 92660 Email Address: BSalvini@newportbeachca.gov
Annual Amount of Claims Processed: ~ 86 claims per year* Year(s): Starting on October 1, 2019
Description of services provided: *dollar amount is proprietary All types of Public Entity General Liability Claims

Reference 3

Client Name: Garden Grove Unified School District Contact Individual: Rosa Gonzalez, Interim Risk Manager
Address: 10331 Stanford Ave. Phone Number: (714) 663-6133
Garden Grove, CA 92840 Email Address: rgonzalez@ggusd.us
Annual Amount of Claims Processed: ~ 30 claims per year* Year(s): Since November 9, 1990
Description of services provided: *dollar amount is proprietary All types of Public Entity General Liability Claims - School District

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

5. OVERVIEW AND APPROACH

a. Our understanding of managing a municipality liability claims program follows:

New claims may be reported electronically via email as the quickest and most efficient method to documents@adminsures.com and to the handling claims adjuster – with the knowledge that our full-time staff and the claims adjuster are aware of your new matter. If the claim notice is faxed to (909) 860-3995, it will automatically turn into an electronic version upon receipt and will directly be electronically attached to the assignment folder for your program. The notice will be reviewed by the Claims Adjuster/Manager assigned to the City within twenty-four (24) hours. Via email, we will confirm receipt of the new claim upon entering the information into iVOS (Risk Management Information System).

We are **available 24/7** to receive telephone reports for an incident that would require immediate investigative services. The City's assigned claims adjuster's cell phone number will be provided in the event that there is a need for after-hours contact.

Reserving, the next step in the process, is established within 48 hours of receipt of the claim on a case-by-case basis (as opposed to a statistical basis) while aiming toward "ultimate net loss" as soon as is practical and with a minimum of "stair-stepping." The liability exposure, anticipated expenses, venue and expected life of the claim are all factors taken into consideration when reserving a file. Reserves are reviewed and evaluated each time the file is touched by the handling adjuster and periodically re-reviewed by the Account Manager-Supervisor.

Our **philosophy is one of defense** wherein we consider the basic requirements of Government Code Section 910 et al, the statutory limitation available to the public entity and other comparative factors to provide the earliest off-ramp, post-receipt of a new claim. When the matter has been assessed, a **Plan of Action** is developed in continuance of that approach and periodically re-considered, mindful of our duty to conserve public funds.

When further investigation is appropriate, we initiate the timely gathering of critical information and the preservation of evidence through contact with the claimant, witnesses and City personnel within 24 hours of receipt of the claim. Thereafter, facts are obtained, damages assessed and a liability determination is made – taking into consideration the possible comparative fault of the claimant and any applicable immunities or contractual indemnity provisions that may apply. The initial investigative findings will be reported to the City within 14 days with a complete investigative report provided within 30 days. The goal is to complete a comprehensive evaluation expeditiously, advise the City of the liability exposure and then act on the City's authority to resolve claims as quickly, fairly and efficiently as possible. At this juncture (if not earlier in the case of a Late or Insufficient Claim), a decision will be made upon **conferring with City Staff to either Accept or Reject** a matter in accordance with current philosophy and established processes which in this instance would involve our issuance of a rejection letter with explanation. All authority and/or settlement request will be "reasonable" and will be made in writing, always subject to City approval.

When it is determined that a claim meets the reporting guidelines of the **City's Excess Carrier**, we will place them on notice with the current information and follow up with a hardcopy report applicable to the triggers that deem reporting necessary.

Generally, a copy of the file is sent to them within 10 days post-notice of a claim filing with the type and extent of loss or injury as is known or alleged. Defense counsel is also instructed to copy excess with their reports so that all parties with a common interest in the case are fully informed at all times. Upon resolution, we will present all invoices for both loss and expense payments incurred during the life of the claim file to your Excess Reinsurer, documenting those expenditures for reimbursement to the City for any amounts exceeding your SIR.

AdminSure can actively pursue subrogation and would be responsible for the identification, evaluation, collection and forwarding of subrogation funds recovered as may arise from a claim. Each claim is investigated to determine if subrogation or recovery potential exists and is clearly posted to the claim file through the on-line claims system. The City will be contacted for approval to pursue subrogation before any notice is given to a potential third party that may hold a contract with the City and with that approval, third parties will be aggressively pursued by the appropriate claim representative.

Compliance with the Medicare, Medicaid and SCHIP Act (CMS Section 111 Mandatory Reporting) is a priority. We have incorporated our **MMSEA services** with our indexing of bodily injuries through ISO (Insurance Services Office) and are in direct communication with CMS. Our Systems Manager actively monitors all MMSEA inputs, changes and updates and automatically keeps the claims adjusters informed of any changes that are being implemented or any matches to currently open claims.

LITIGATION MANAGEMENT

One of the most important functions we provide to our clients is the management and direction of litigation, the cost of which can greatly impact your liability program. Although the best method of managing litigation is to prevent it, this is not always possible. Through techniques developed by experience, we seek to develop a **litigation plan** upon receipt of a lawsuit and thereafter, through the use of a litigation budget, and consistent efforts to contain costs.

Conferring with the client at the outset on attorney selection determines the best firm available for a specific case type and is very important as is using an initial assignment letter to convey our authority to manage the litigation. Coupled with the initial assignment letter is the litigation budget required of all defense counsel in order to assist the adjuster in setting expense reserves in the **minimization of stair-stepping**. Timely review and transmittal of the Complaint for Answer remains a priority as does the timely review and payment of legal services. The adjuster is trained to look for accounting errors, duplication of work, in-house conferencing, unnecessary or unauthorized research and to provide the client with any changes to a legal bill, mindful of any political considerations that could impact the client's day-to-day operations.

Active management of defense counsel on a cooperative basis is our goal. The case should be managed proactively as opposed to simply a reaction to plaintiff's litigation tactics. Defense counsel should provide a solid evaluation report of both liability and damages within 30 days of receipt and a litigation plan should include a calendar of important dates, an overall litigation strategy, the designation of experts that may be needed and any additional investigative work that might be necessary to successfully defend a matter.

Our claims adjuster remains available to attend all settlement conferences, mediations or trials as appropriate and will request a daily report of counsel on those matters that do result in trial.

FILE REVIEWS

Our work with you is a partnership, so ongoing communication is important for both of us as we inform you of our findings on specific cases as well on overall trends. **In-person file reviews** are an excellent way to accomplish this and will assist us in understanding your claim handling philosophy as well as enable you to roundtable matters of concern. This can be done monthly, quarterly, or bi-annually depending on your preference; or, on a case-by-case basis.

RISK MANAGEMENT INFORMATION SYSTEM AND REPORTING

All reports, including monthly loss runs will be provided by way of email and will contain multiple data points that can be mined to provide a closer look at the City's Program beyond simple open/closed and reserving such as: greater than \$50,000 (or another amount), specific as to defense counsel, separated by cause, separated by location, etc. We will provide the City with an unlimited number of users to access our Risk Management Information System, iVOS. The City will have the capability to view and sort data, print reports and export information if necessary. In addition, the City's Excess Carrier's inquiries can be provided as well, encompassing a myriad of reporting configurations as required. Annually, a **Stewardship Report** is compiled that will give trend analysis on the first anniversary of our new partnership and each year thereafter, or, as may be desired.

- b. Proposed staffing as identified earlier in this proposal includes a hierarchy of oversight including a manager, adjuster and back-up adjuster.

Our Transition Plan follows on the next page.

- c. Your **Scope of Services** sections **A through U** are hereby acknowledged and incorporated within our handling parameters with no exceptions as our usual and customary best practices. No assistance will be required from the City other than the transmitting of Departmental information related to the understanding and defense of claims.
- d. **Additional Services:** The use of an outside appraiser on more complicated total losses or a restoration specialist on first party matters may be required from time to time and upon your authority, will be referred through the following two long time partners familiar with sensitive Public Entity matters.

Express Auto Appraisals
4195 Chino Hills Parkway
Suite # 389
Chino Hills, CA 91709
(909) 591-3212
Attention: Dana Martini
Office 714-259-9999 x 25
Cell 714-915-3591

Sunny Hills Restoration
Restoration Specialist
General Contractor Lic # 721661
1999 Ritchey St.
Santa Ana, CA 92705
billr@shr1.com Bill Roy, CEO

- e. **Samples of Monthly Reports and Specialized Reports:** These reports follow the transition plan page, are available electronically, at no additional cost and includes a new feature as of February 1, 2020 – a Dashboard that allows for real time review of claim file and program metrics.

6. COMPENSATION SCHEDULE

Our services are available on a Flat Fee Annual basis and include all aspects of claims handling, field work, oversight, administration, risk management information services, reporting as well as photographs and mileage with no hidden charges.

- a. Our Service Fees will be charged on a monthly basis @ \$90.00 per open claim per month as a baseline is established in the first quarter.
- b. Tracking of fees is fair and simplified through this monthly billing configuration.

7. REQUIRED DOCUMENTS

All required documents have been completed and accompany this Proposal as requested.

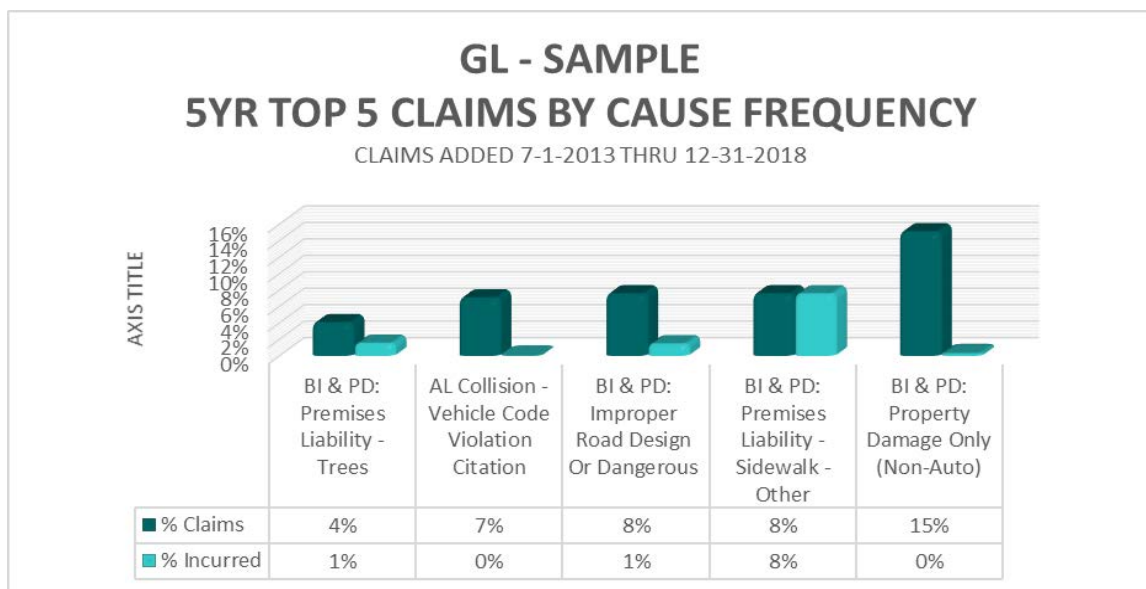
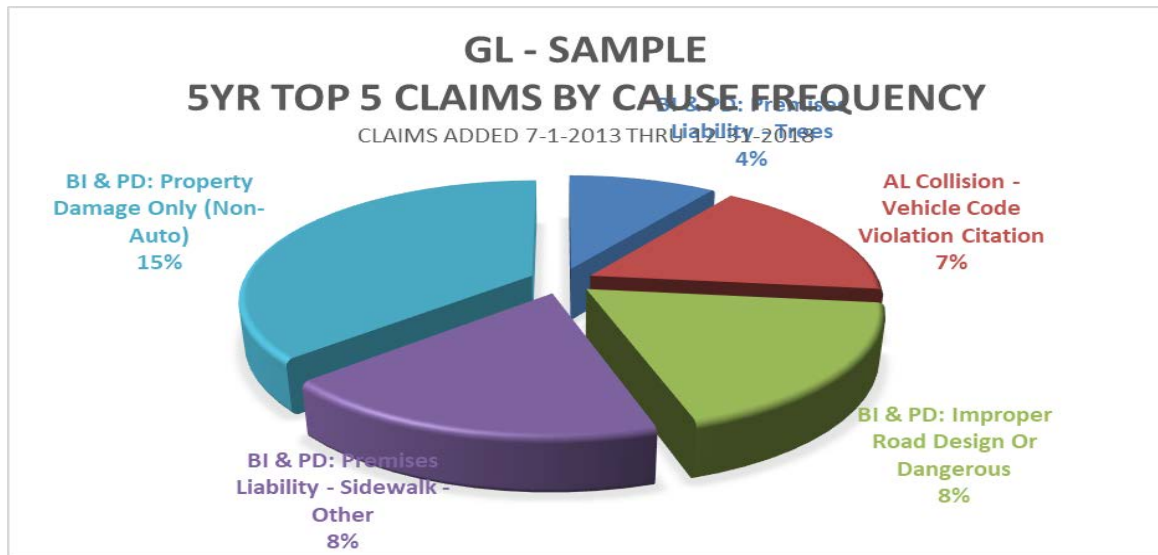
8. OTHER REQUIREMENTS

- a. Our Firm will establish a Flat Fixed Monthly Price for all work specified in the Scope of Services & Specifications upon determining a baseline, set in the first quarter at \$90.00 per open claim per month with no more than CPI for year-2; year-3, & each of 2 Option Years.
- b. This Proposal will remain valid for 120 days.
- c. Any and all requirements Scope of Services & Specifications are accepted with no exceptions.
- d. Use of our pricing model in conjunction with other public agencies would be allowed at \$90.00 per open claim per month with no more than CPI for year-2; year-3, & each of 2 Option Years.

Transition Plan – City of Garden Grove

<u>TASKS</u>	<u>TIMEFRAME</u>	<u>DATE OF COMPLETION</u>	<u>KEY PERSONNEL</u>
<i>Begin the data conversion and meet with City Contacts to discuss the transition and timeline</i>	<i>2 Hours</i>	<i>The day after, or within the same week, Approval of our Services</i>	<i>AdminSure (Claims Team) and City Contacts</i>
<i>Begin and complete the setup process for the City's Liability Trust (Bank) Account and Positive Pay Services, (if applicable)</i>	<i>Approximately 2 Weeks</i>	<i>Open</i>	<i>The City, AdminSure (IT/IS Department), and the City's choice of Bank</i>
<i>Meet with City Contacts to discuss reporting, forms, workflow, expectations, goals, et cetera</i>	<i>Approximately 1 Hour</i>	<i>Open – anytime available</i>	<i>AdminSure (Adjuster and GL Manager)</i>
<i>Schedule Orientation and/or Training Sessions with each Department that could benefit by meeting us (at your discretion).</i>	<i>Approximately 1 Hour each Department as requested by the City.</i>	<i>Open – anytime available</i>	<i>AdminSure (Adjuster and GL Manager)</i>
<i>Pick up all open/closed files from the City's current TPA</i>	<i>1 Day</i>	<i>No paper files to pick up.</i>	<i>AdminSure (GL Manager)</i>
<i>Complete the City's "Client Profile"</i>	<i>2 Hours</i>	<i>Within 2-weeks of Transition</i>	<i>AdminSure (GL Manager)</i>
<i>Data Conversion and Software Training</i>	<i>+/- 120 hours; this is a collaborative effort among the City's current RMIS provider, AdminSure, and our RMIS, Valley Oak Systems (IVOS). Training for our City Contacts will begin immediately after the data conversion.</i>	<i>Within 30 days of Transition</i>	<i>The City's current RMIS provider, AdminSure, and our Claims Software Provider (RMIS) – IVOS. Immediately after the data conversion, training for our City contacts will begin.</i>

We have implemented an on-line **Dashboard as of February 1, 2020** wherein the client may independently access their Claim history in a multitude of combinations, available for free to our RMS clients.



Sample Client
General & Auto Liability Active Claims Listed Alphabetically
For Month Ending 11/30/2016

Claimant's Name Cause of Injury Description of Injury	Case No. Status	Claim Type Department	Incident Date Closing Date		Paid this Period	Paid	Outstanding	Incurred	Recovery
Org1 Desc: AQUATIC CENTER									
Hau, Mui Cam The claimant slipped and fell near the restroom at the	16-127891 Open	Other Bodily Injury 114878	09/27/2016	Bodily Injury	0.00	0.00	15,000.00	15,000.00	0.00
				Property Damage	0.00	0.00	0.00	0.00	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	0.00	0.00	0.00	0.00
				Total	0.00	0.00	15,000.00	15,000.00	0.00
Martinez, Zulema The claimant, a minor, was thrown by El Monte Aquatic	16-127934 Open	Other Bodily Injury 114878	08/18/2016	Bodily Injury	0.00	0.00	10,000.00	10,000.00	0.00
				Property Damage	0.00	0.00	0.00	0.00	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	0.00	0.00	0.00	0.00
				Total	0.00	0.00	10,000.00	10,000.00	0.00
Org1 Desc			2	Bodily Injury	0.00	0.00	25,000.00	25,000.00	0.00
				Property Damage	0.00	0.00	0.00	0.00	0.00
				Legal Expense	0.00	0.00	0.00	0.00	0.00
				Other Expense	0.00	0.00	0.00	0.00	0.00
				Org1 Desc	0.00	0.00	25,000.00	25,000.00	0.00

Sample Client
Liability Claims Voucher/Check Register
For Month Ending 11/30/2016

Number	Date	Amount	Payee	Description	Claimant	Year	Case Number
Payment Transaction Desc: BI Loss							
	11/17/2016	-73,008.16	Sample Client	BI Loss	Bailon, Mariano	2012	1854372
	11/17/2016	265,000.00	Mariano Bailon	BI Loss	Bailon, Mariano	2012	1854372
	11/17/2016	950,000.00	Sample Client	BI Loss	TV, LLC	2010	1532920
Payment	3	1,141,991.84					
Payment Transaction Desc: Legal Fees/Costs							
1175	11/08/2016	19,262.25	Sheppard Mullin Richter &	Legal Fees/Costs	Nakada and	2011	15-124472
1176	11/21/2016	316.29	Olivarez Madruga, LLP	Legal Fees/Costs	Rojas, Erlinda	2015	16-125042
1177	11/21/2016	967.50	Olivarez Madruga, LLP	Legal Fees/Costs	Cancinos, Mynor	2015	1903886
1178	11/22/2016	17,911.60	Olivarez Madruga, LLP	Legal Fees/Costs	Maxine Mariah	2014	1899489
1179	11/28/2016	4,502.19	Olivarez Madruga, LLP	Legal Fees/Costs	Murillo, Ricardo	2015	15-122938
1180	11/28/2016	153.00	Olivarez Madruga, LLP	Legal Fees/Costs	Tang, Jenny	2014	1900670
1181	11/28/2016	2,875.80	Olivarez Madruga, LLP	Legal Fees/Costs	Estate of Maria	2015	15-124690
1183	11/30/2016	2,489.90	Ferguson, Praet & Sherman A	Legal Fees/Costs	Sharp, Timothy	2015	15-123861
	11/17/2016	666.00	Haight Brown & Bonesteel LLP	Legal Fees/Costs	Bailon, Mariano	2012	1854372
	11/17/2016	777.00	Ferguson, Praet & Sherman A	Legal Fees/Costs	Bailon, Mariano	2012	1854372
	11/17/2016	23,568.35	Johnson Schachter & Lewis	Legal Fees/Costs	TV, LLC	2010	1532920
	11/17/2016	25,038.70	Ferguson, Praet & Sherman A	Legal Fees/Costs	Anh Le, Khoa	2012	1757932
Payment	12	98,528.58					
Payment Transaction Desc: Other Expense							
1182	11/28/2016	1,570.00	Judicate West	Other Expense	Maxine Mariah	2014	1899489
Payment	1	1,570.00					
Payment Transaction Desc: PD Loss							
1173	11/03/2016	600.67	Allstate Insurance aso Jessica	PD Loss	Allstate Insurance	2016	16-128153
1174	11/08/2016	160.00	Christian Gonzalez	PD Loss	Gonzalez, Christian	2016	16-126525
Payment	2	760.67					

Sample Client
 Liability Claims Listed by Year and Claim Number
 For Month Ending 11/30/2016

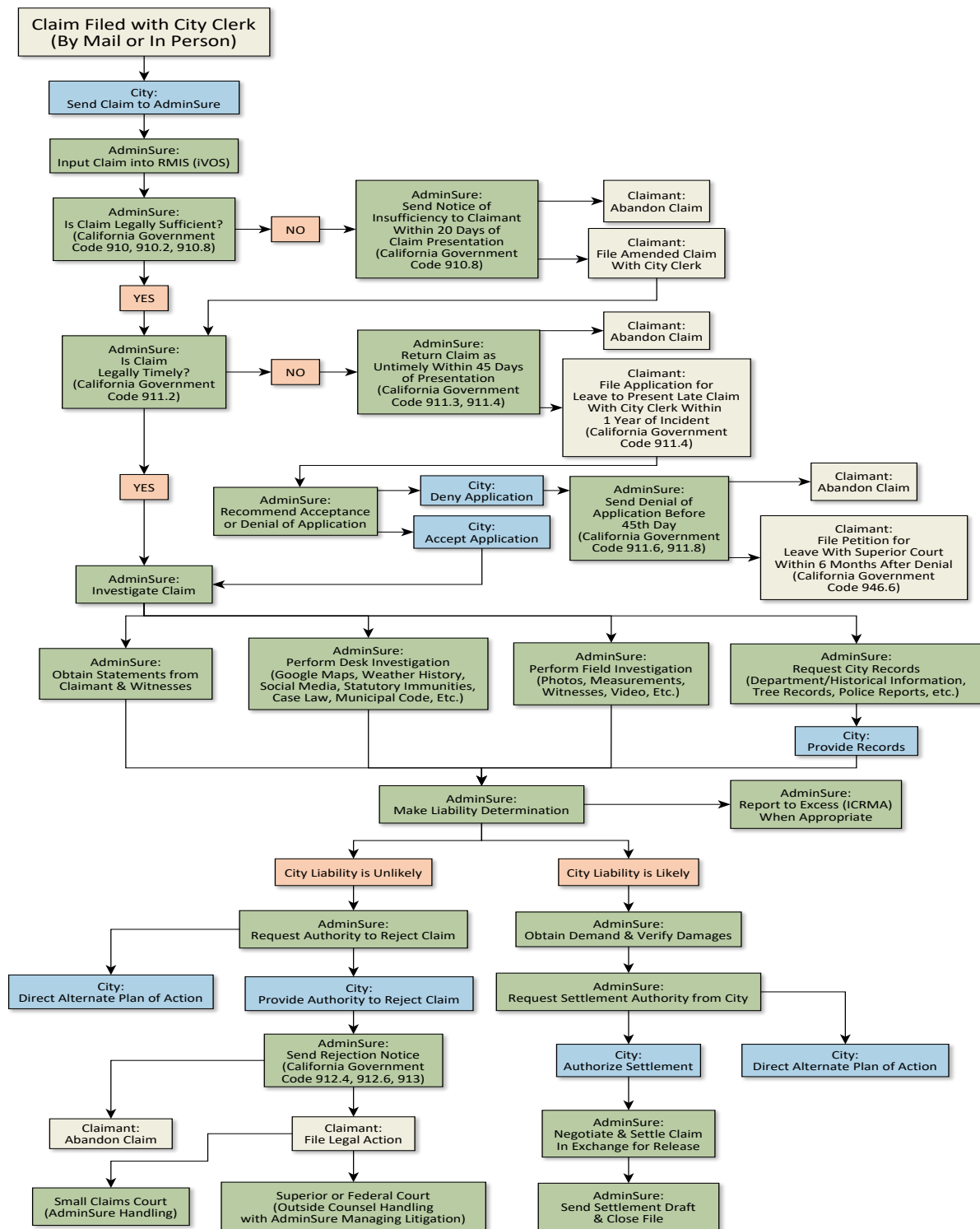
Case No. Status	Claimant Alleged Cause of Loss	Date of Loss	Code	Type of Loss	Paid this Period	Paid	Outstanding	Incurred	
Policy Period Desc: 1996/1997									
Org1 Desc: POLICE									
			Org1 Desc	8	Bodily Injury	0.00	50,000.00	0.00	50,000.00
					Property Damage	0.00	0.00	0.00	0.00
					Other Expense	0.00	0.00	0.00	0.00
					Legal Expense	0.00	2,905.96	0.00	2,905.96
					Org1 Desc Total:	0.00	52,905.96	0.00	52,905.96

Sample Client
Liability Claims Closed this Month
For Month Ending 11/30/2016

Year	Claimant	Loss Date	Alleged Cause of Loss	Code	Type		Paid this Period	Paid	Outstanding	Incurred
2016/2017	Allstate Insurance aso Jessica	08/16/2016	The claimant's insured's	40751	Auto Property	Bodily Injury	0.00	0.00	0.00	0.00
						Property Damage	600.67	600.67	0.00	600.67
						Other Expense	0.00	0.00	0.00	0.00
						Legal Expense	0.00	0.00	0.00	0.00
						Total	600.67	600.67	0.00	600.67
2015/2016	Carrillo, Rigoberto	03/16/2016	The claimant's water line was	75282	Other Property	Bodily Injury	0.00	0.00	0.00	0.00
						Property Damage	0.00	0.00	0.00	0.00
						Other Expense	0.00	0.00	0.00	0.00
						Legal Expense	0.00	0.00	0.00	0.00
						Total	0.00	0.00	0.00	0.00
2015/2016	Castro, Angel	03/25/2016	The claimant alleges that	40751	Other Property	Bodily Injury	0.00	0.00	0.00	0.00
						Property Damage	0.00	0.00	0.00	0.00
						Other Expense	0.00	0.00	0.00	0.00
						Legal Expense	0.00	0.00	0.00	0.00
						Total	0.00	0.00	0.00	0.00
2015/2016	Gonzalez, Christian	06/12/2016	The claimant's property was	40751	Other Property	Bodily Injury	0.00	0.00	0.00	0.00
						Property Damage	160.00	160.00	0.00	160.00
						Other Expense	0.00	0.00	0.00	0.00
						Legal Expense	0.00	0.00	0.00	0.00
						Total	160.00	160.00	0.00	160.00
Grand Total: 4						Bodily Injury	0.00	0.00	0.00	0.00
						Property Damage	760.67	760.67	0.00	760.67
						Other Expense	0.00	0.00	0.00	0.00
						Legal Expense	0.00	0.00	0.00	0.00
						Grand Total:	760.67	760.67	0.00	760.67

Sample Client
Liability Claims Opened this Month
For Month Ending 11/30/2016

Year	Claimant	Loss Date	Alleged Cause of Loss	Code	Type		Paid this Period	Paid	Outstanding	Incurred
2016/2017	Buenrostro, Jorge	11/22/2016	The claimant's tire was	40741	Other Property	Bodily Injury	0.00	0.00	0.00	0.00
						Property Damage	0.00	0.00	300.00	300.00
						Other Expense	0.00	0.00	0.00	0.00
						Legal Expense	0.00	0.00	0.00	0.00
						Total	0.00	0.00	300.00	300.00
2015/2016	Gomez, Abraham Rios	09/24/2015	The decedent crossed Valley	40741	Litigated Other	Bodily Injury	0.00	0.00	0.00	0.00
						Property Damage	0.00	0.00	1.00	1.00
						Other Expense	0.00	0.00	0.00	0.00
						Legal Expense	0.00	0.00	0.00	0.00
						Total	0.00	0.00	1.00	1.00
2016/2017	Lewin, Matthew Thomas	09/27/2016	Public Works Maintenance	40741	Auto Bodily	Bodily Injury	0.00	0.00	15,000.00	15,000.00
						Property Damage	0.00	0.00	0.00	0.00
						Other Expense	0.00	0.00	0.00	0.00
						Legal Expense	0.00	0.00	0.00	0.00
						Total	0.00	0.00	15,000.00	15,000.00
2015/2016	Rios, Pedro Atanacio	09/24/2015	The decedent crossed Valley	40741	Litigated Other	Bodily Injury	0.00	0.00	0.00	0.00
						Property Damage	0.00	0.00	1.00	1.00
						Other Expense	0.00	0.00	0.00	0.00
						Legal Expense	0.00	0.00	0.00	0.00
						Total	0.00	0.00	1.00	1.00
Grand Total: 4					Bodily Injury	0.00	0.00	15,000.00	15,000.00	
					Property Damage	0.00	0.00	302.00	302.00	
					Other Expense	0.00	0.00	0.00	0.00	
					Legal Expense	0.00	0.00	0.00	0.00	
					Grand Total:	0.00	0.00	15,302.00	15,302.00	





1470 South Valley Vista Drive, Suite 230
Diamond Bar, California 91765

Telephone (909) 861-0816
Fax (909) 860-3995

**XXXXX ADJUSTER REPORT
& REQUEST TO CITY FOR AUTHORITY TO REJECT**

CONFIDENTIAL – ATTORNEY/CLIENT PRIVILEGE

March 9, 201X

REPORT #2

XXXXXX
XXXXXX
XXXXXX

Attention: XXXXX

Reference: Principal: City of XXXXX
City Claim Number: XXXXX
Loss Date: 09/24/2015
Claim(s) Made: 12/28/2015
Claimant(s): XXXXX
Our File Number: XXXXX
XXXXXX File Number: XXXXX

Dear XXXXX:

AUTHORITY REQUEST: We request authority to reject this claim at this time.

PREVIEW: Decedent XXXXX was crossing XXXXX Boulevard towards XXXXX Avenue as a pedestrian in the crosswalk when she was struck and killed by third party driver XXXXX.

The individuals who have presented a claim are as follows:

1. Estate of XXXXX
 - a. XXXXX (husband)
 - b. XXXXX
 - c. XXXXX
 - d. XXXXX
 - e. XXXXX

XXXXXX
XXXXXX
XXXXXX

The claimants are represented by:
Attn: Alan C. Brown, Esq.
Day, Day and Brown
301 W. First Street
Tustin, CA 92780
Phone: (714) 832-4811 x228
Fax: (714) 832-4815

OTHER INSURANCE: Driver: Alliance United, Policy XXXXX.

DATE, TIME & PLACE: The incident occurred on September 24, 2015 at 7:05AM at the intersection of XXXXX Blvd. and XXXXX Ave. in the City of XXXXX.

LEGAL REQUIREMENTS:

1. Date Claims Filed Under Government Code:
An attorney for the claimants filed the claim in a timely manner on December 28, 2015.
2. Action By Public Entity:
The TPA is conducting an investigation.
3. Statute of Limitations:
The Statute of Limitations for this claim is September 25, 2017.

INCIDENT DESCRIPTION / FACTS IN BRIEF: The claimants allege that decedent XXXXX was crossing XXXXX Boulevard towards XXXXX as a pedestrian in the crosswalk when she was struck by third party driver XXXXX. Based on the redacted police report attached to the claim, the decedent was transported to USC Hospital where she died in the operating room three hours later. She suffered a fractured skull, fractured pelvis, and internal bleeding. The claimants allege that the City failed to exercise ordinary care in the design, construction, maintenance, and repair of the crosswalk so as to make it a substantial factor in causing the decedent's death. The claimants allege damages in excess of \$10,000.

INFORMATION PROVIDED BY CITY: The City provided the complete related police report. Also, Public Works Maintenance Field Supervisor XXXXX confirms that the City maintains the yellow beacons for the pedestrian crosswalk at the subject intersection.

FIELD INVESTIGATION: The TPA performed a field investigation on 1/04/16 from 9:30AM-10:45AM.

I photographed the crosswalk from 100 ft., 200 ft., and 300 ft. from both the #2 and #1 lanes. The driver who struck the decedent was in the #2 lane at the time of the collision, heading westbound. The decedent was walking northbound in the crosswalk, and almost reached the sidewalk when she was struck in the #2 lane. From 100 ft., the crosswalk and accompanying pedestrian sign and crossing light can be clearly seen from both lanes. From 200 ft., the crosswalk and accompanying pedestrian sign and crossing light can still be seen from both lanes, as well as another pedestrian sign approximately 185 ft. away from the crosswalk. At 300 ft., the crosswalk and accompanying pedestrian sign and crossing light can be clearly seen from both lanes - however, the pedestrian sign at 185 ft. is obscured by a parkway tree.

There are two crossing lights, one on either side of the crosswalk. I tested both crossing lights by pressing the button on each side. Both buttons worked, and the flashing lights above and on the pedestrian signs were in good working order. However, the lights along the crosswalk did not appear to be working. Regardless, I crossed the intersection 6-8 times, and traffic stopped each time. The south crossing light had a sticker suggesting that the manufacturer is LightGuard. It is unknown whether they manufacture and/or maintain the crosswalk lights as well.

The crosswalk is clearly painted, and the average speed appears to be approximately 35-40mph. Vehicles stopped for me while I stood at the crosswalk edge without having pressed the crosswalk button.

I visited El Pescador (XXXXX Blvd.) on the southeast corner of the intersection at approximately 10:05AM. The hostess did not have any information, and I was directed to bartender XXXXX. He advised that they do not open until 8:30AM, and only the kitchen staff would be around at 7:00AM, and they would not be in the front where the intersection is visible through the windows. He stated that he cannot remember any prior incidents. He believes the crosswalk is safe because of the flashing lights.

I visited Lee Transmission (XXXXX Blvd.) on the northeast corner of the intersection at approximately 10:15AM. I spoke with XXXXX, the manager of Lee Transmission. He stated that

although they open at 8:00AM, he was in that morning at 7:00AM and heard the collision. He did not witness the collision, but his business does have a security camera, and he showed me the surveillance footage. The footage showed the decedent walking with her head down northbound in the intersection. There appears to be a car stopped in the #1 lane, and once the decedent reaches the #2 lane, she is struck by a fast-moving vehicle and thrown approximately 100 ft. onto the sidewalk. The video has the time as 6:55AM, but XXXXX stated that this is inaccurate, and that it actually occurred a little after 7:00AM. XXXXX stated that the police were given a copy of the video. He also stated that when he spoke to the police officer, the officer mentioned that he had received video from the business on the southwest corner of the intersection, and that video depicted the decedent neglecting to push the button for the crosswalk prior to entering the crosswalk. I asked him if there are many traffic collisions at that intersection. He said he has been there for three years, and in addition to this incident, he also saw a child struck in the intersection as well as a rear-end collision which was caused when one vehicle stopped for a pedestrian and the other vehicle was going too fast to stop.

I visited the business at the southeast corner of the intersection (XXXXX Blvd.) at approximately 10:30AM. I spoke with XXXXX, who was reluctant to speak with me. However, she did admit that there were two camera views of the incident, and that they were both given to police.

INFORMATION PROVIDED BY CLAIMANT: In a telephone conversation with handling attorney Alan Brown on 12/30/15, I asked him for the basis of his dangerous condition allegation. He stated that the first reason is that the crosswalk lights were not working at the time of the incident. An officer (unknown whether EMPD or other law enforcement) checked the lights immediately after the incident and they were not working. He relayed this information to the decedent's son, who is employed by the City of XXXXX. The son went out soon after and checked for himself, and the lights were still not working. Alan stated that the second reason for his dangerous condition claim is that there is a sign which warns drivers to be cautious, and this sign is being covered by a tree.

Regarding the relationships of the claimants to the decedent, he stated that one is the husband, and the rest are adult children. He stated that the children are not dependents. The husband is retired, and XXXXX was retired or unemployed at the time of the incident. Alan has not filed against anyone else, including the driver.

At the time of the conversation, Alan Brown did not have access to his file notes. He asked that we set up a meeting in a couple weeks to go over the facts of the case. I am still attempting to schedule the meeting.

POLICE REPORT: The City provided a copy of Police Report XXXXX. The claimant's attorney appears to have a redacted version of the report.

This version includes confirmation that surveillance footage was obtained from both businesses I spoke with (XXXXX Blvd. and XXXXX Blvd.). Officer XXXXX confirms that the footage from XXXXX Blvd. shows that the decedent did not push the button to activate the flashing pedestrian lights. The decedent is seen looking down and never slowing or hesitating while walking.

The report also notes that the driver had an ignition interlock device in his car, and he was nearing the end of his 3 year probation for a DUI conviction in 2012.

In summary, the report posits that the driver caused this collision by failing to yield for a pedestrian in a marked crosswalk (VC 21950(a)). Officer XXXXX estimated the driver's speed at 35-40MPH, and considered this reasonable under the circumstances.

In addition, the report includes a copy of the death certificate, as well as a letter to driver XXXXX sent 11/20/15 that he is being arraigned on 1/19/16 at 8:15AM regarding Penal Code 192.5(a) (manslaughter).

SWITRS SUMMARY: Between 2005-2015, there have been four pedestrian-involved collisions at the intersection, one of which is the subject incident.

Of the remaining three, one pedestrian was not in the crosswalk and was in the street 150 ft. south of the intersection. Therefore, there are only two other pedestrian-involved collisions in the subject crosswalk. The first was in 12/15/08, which was a hit and run felony and the primary collision factor was Pedestrian Right-of-Way (Violation 21950A), and resulting in an injury to a 67-year-old male pedestrian. At the time, it was raining and dark. The second was in 3/13/14, in which the primary collision factor was Unsafe Speed (Violation 22350), resulting in an injury to a 12-year-old male pedestrian.

PHOTOGRAPHS: The file includes 24 photos from the field investigation on 1/04/16. The photos primarily depict the intersection from various distances and angles. The photos also depict the locations of surveillance cameras on either side of the intersection.

FIELD INVESTIGATION VIDEO: The file includes video of myself crossing the crosswalk N/B (same direction as decedent) on 1/04/16 around 10:00AM. The flashing lights above and on the pedestrian signs appear to be working, but the lights along the crosswalk do not. I've also attached two videos of passing traffic at the same date/time. Traffic speed appears to average 35-40mph.

SURVEILLANCE VIDEO: Video 1, from XXXXX Blvd., is a high quality color video facing north which starts at 7:06:30 and depicts some unrelated persons waiting for the bus. The video camera is motion-activated, so the video jumps from point to point occasionally, and does not include the collision itself. At 7:08:31, or 1:14 in the video, the decedent enters the frame from the top left and passes by the crosswalk button, neglecting to push it. Instead, she briefly looks left and right before stepping into the crosswalk. She appears to have some difficulty walking. The video cuts out while the decedent is in the crosswalk, and cuts back in when the decedent is on the ground on the opposite sidewalk, where she landed after being thrown from the force of the collision.

Video 2, from XXXXX Blvd., is a high quality color video facing east which starts at 7:06:30 and follows the same timeline as the first video. The video camera is motion-activated, so the video jumps from point to point occasionally, and does not include the collision itself. The decedent enters the frame at 7:08:33, or 1:05 in the video, and walks by the crosswalk button, looking briefly left and right before entering the crosswalk. The video cuts at 7:08:56, right before the decedent is struck by the vehicle.

Video 3, from Lee Transmission at XXXXX Blvd., is a low quality color video facing west which shows the north-east portion of the crosswalk. The decedent enters the frame at 0:23. While she is in the #1 lane, a vehicle passes in front of her in the #2 lane without slowing, and she does not slow her pace either. She is walking at a normal pace and is looking straight ahead. At 0:27, driver XXXXX's vehicle enters the frame in the #2 lane. He does not appear to slow or swerve before striking the claimant with his right front bumper. At 0:29, the decedent is struck by the vehicle and is thrown onto the sidewalk. The video then jumps ahead a few seconds and bystanders are assisting the decedent.

WITNESSES:

Driver: XXXXX

XXXXX

XXXXX

Home: XXXXX

Work: XXXXX

Driver's License: XXXXX

DOB: XXXXX

Insurance: Alliance United, Policy XXXXX

2007 Gray Pontiac G6, License XXXXX, owned by XXXXX, same address.

Statement: XXXXX stated he was on his way to work in XXXXX. He was driving W/B on XXXXX Blvd. towards the XXXXX Freeway. He was in the #2 lane driving approximately 35mph. His windshield was “fogged up” so he had the defroster on. He did not see the decedent until she “appeared in front of him in the crosswalk”. He had no time to react, did not apply his brakes, and collided with her. He states that he was not on his cell phone at the time of the collision. He stated that he was not distracted by anything, and that the yellow flashing lights were not flashing as he approached. He was not intoxicated (0.0% BAC results). His vehicle was fitted with an ignition interlock device per 23700 VC as part of the driver’s probation for a 2012 DUI conviction.

Witness #1: XXXXX

XXXXX

XXXXX

XXXXX

DOB: XXXXX

Statement: XXXXX stated that she was driving W/B on XXXXX Blvd. in the #1 lane at approximately 20mph. A vehicle in front of her slowed, and she noticed a pedestrian walking N/B in the crosswalk. The yellow flashing lights of the crosswalk were not activated. She stated that the decedent was looking down while she walked, and did not appear to be checking for cars. In her rear view mirror, she noticed XXXXX coming up behind her in the #2 lane. XXXXX did not slow down, passed her on the right at approximately 35-40mph, never braked, and collided with the decedent. XXXXX believes that the vehicle stopped in front of her in the #1 lane may have blocked XXXXX’s view of the pedestrian in the crosswalk.

Witness #2: XXXXX

XXXXX

XXXXX

XXXXX

DOB: XXXXX

The witness provided surveillance footage which depicts the decedent walking in the crosswalk. She never slows or hesitates. A white compact car in the #1 lane slows as it approaches. Before the white compact comes to a stop, XXXXX’s vehicle comes into view, never slows, and collides with the decedent. The decedent is thrown to the right onto the north sidewalk.

Witness #3: XXXXX

XXXXX

XXXXX

XXXXX

DOB: XXXXX

The witness provided surveillance footage which depicts the decedent from before she began crossing XXXXX Blvd. She does not push the button to activate the flashing pedestrian lights of the crosswalk. She looks both ways, enters the crosswalk, and walks northbound across XXXXX Blvd. She is looking down and never slows or hesitates as she’s walking. The recording ends before the collision occurs. Witness XXXXX states that the camera is motion-activated and that the decedent was no longer close enough to keep the recording going.

INFORMATION RE. INJURIES/FATALITY:

XXXXX

XXXXX

XXXXX

DOB: XXXXX

XXXXX

Height: XXXXX

Weight: XXXXX

The decedent was transported by LACO Fire paramedics to USC Hospital. Operation Room surgeon Dr. XXXXX stated that the decedent died in the operating room. The decedent suffered a large fracture to the back of her skull and a fractured pelvis. Dr. XXXXX stated that the decedent passed away at 10:21AM due to severe internal bleeding.

The death certificate lists the cause of death as blunt trauma.

LIABILITY: Liability is doubtful. The crosswalk is clearly painted, and there is ample signage to warn drivers of the crosswalk. The claimant's attorney has stated that the basis of his dangerous condition allegation is (1) that the flashing lights were not working correctly and (2) that a pedestrian sign was obstructed by a parkway tree. While it is true that the flashing lights on along the crosswalk do not appear to be operational, surveillance footage shows that the claimant did not press the button to activate the flashing pedestrian lights before crossing. To the second point, our field investigation revealed that although a pedestrian crossing sign is obscured by a parkway tree at 300 ft. from the crosswalk, a second pedestrian crossing sign is visible at that point. Additionally, at 200 ft., both signs are visible.

It appears likely that there are elements of comparative negligence for the driver and the decedent. The driver was likely distracted, because although vehicles in the #1 lane were stopped and slowing for the crossing pedestrian, the driver never slowed down when approaching the crosswalk. The driver admits this is his regular route to work, so he was undoubtedly aware of the presence of the crosswalk. The decedent neglected to press the crosswalk button, which would have at least activated the flashing lights above and on the pedestrian crossing signs. Additionally, surveillance footage depicts the claimant looking ahead and neglecting to watch for traffic immediately prior to impact.

WORK TO BE COMPLETED:

1. Await City's authority to reject claim.
2. Reject claim and monitor for expiration of SOL or legal action.

CLAIM STATUS/RESERVE:

	<u>Claim</u>	<u>Status</u>	<u>Reserve</u>
1.	Estate of XXXXX.	Open	\$100,050.00

KEY DATES: Next Status Report due (60 days after this report): 5/09/1X.

COMMENTS: Due to the fatality, this claim has been reported to ICRMA.

We will continue our handling as outlined above, subject to your supervision. Our reports will follow.

Sincerely,



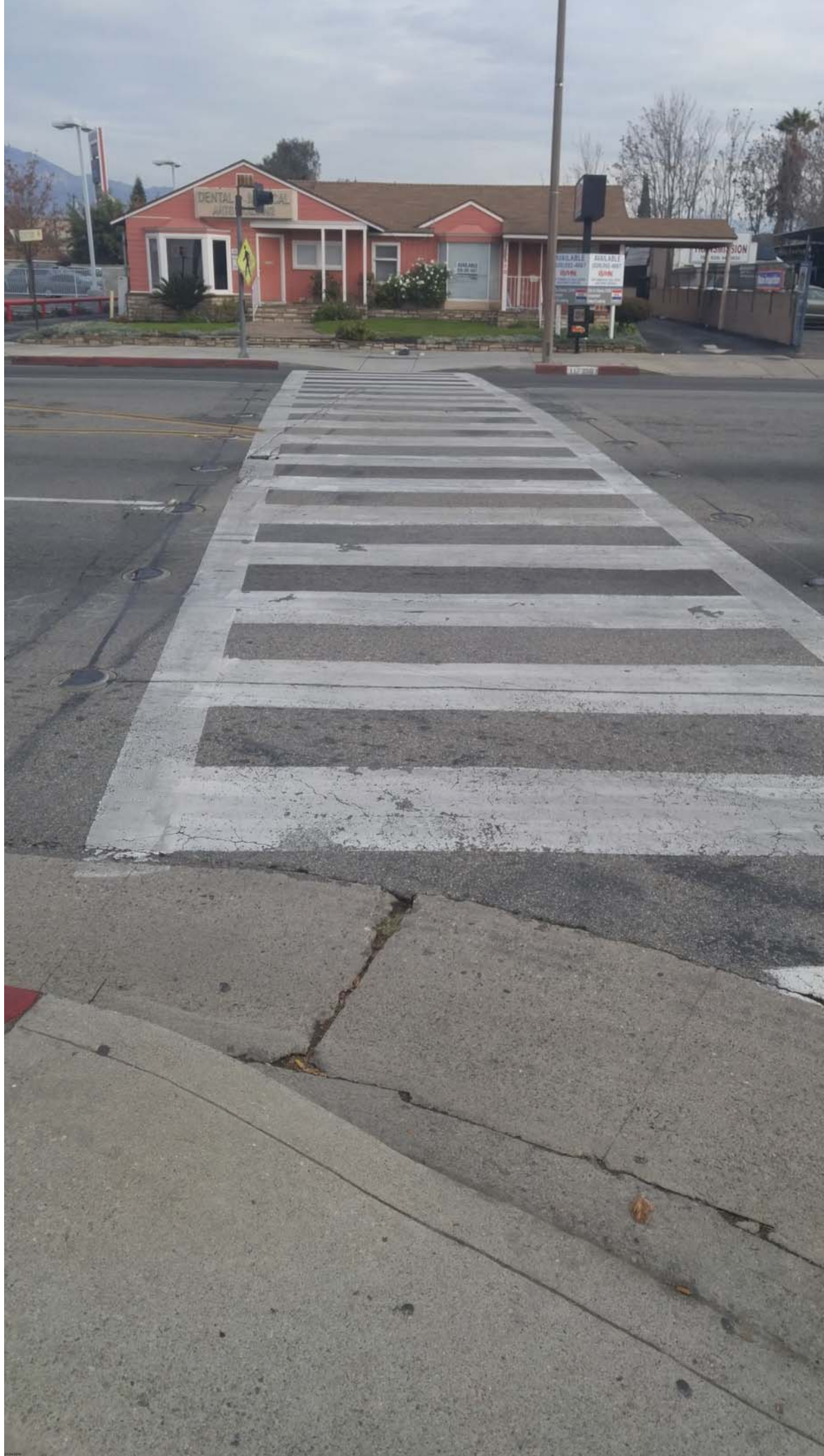
David Trautz
Liability Administrator
(909)978-1124

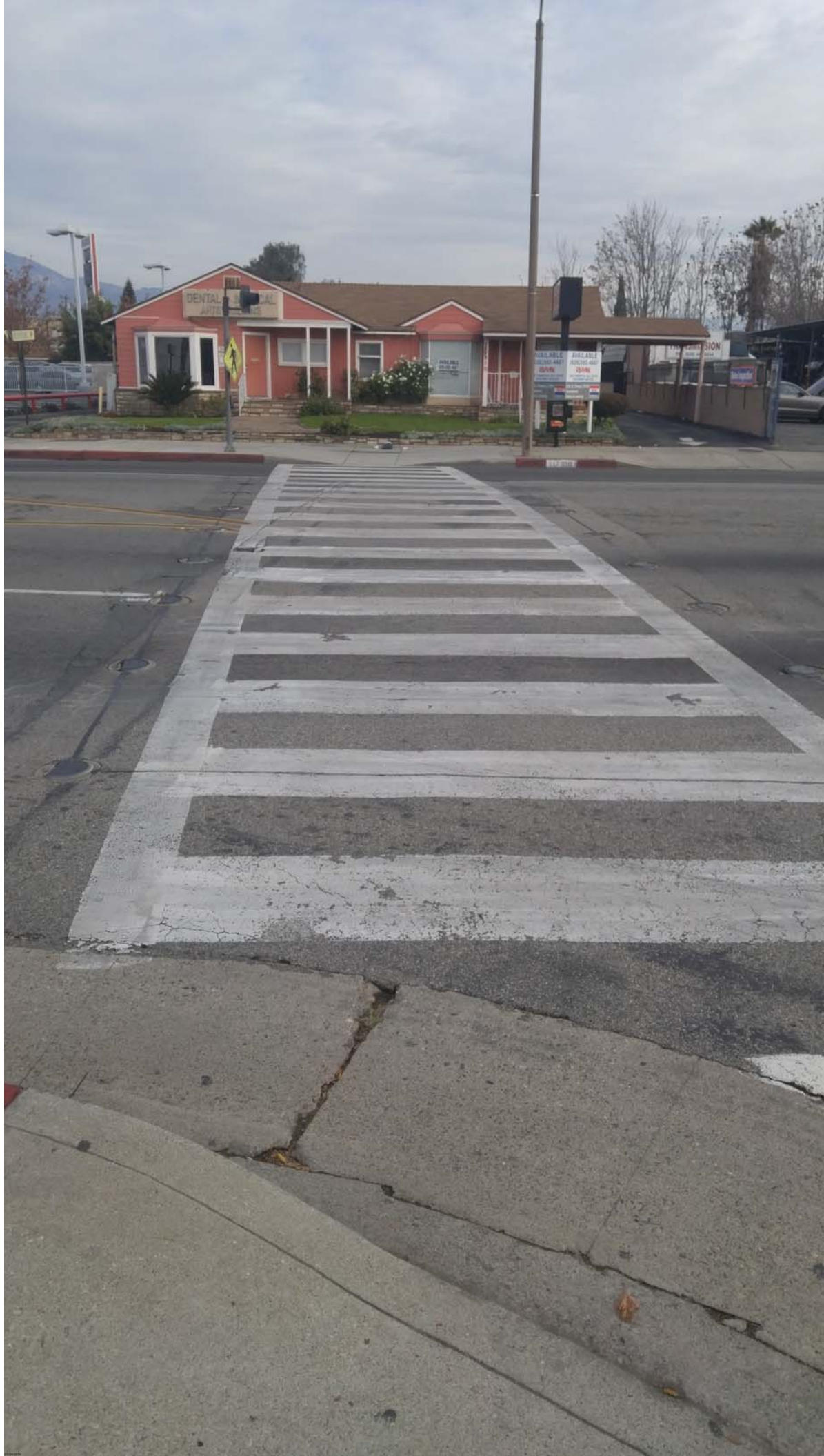
Enc: SWITRS Summary
Link to Surveillance Videos

cc: XXXXX
XXXXX
City of XXXXX









M Metro
194
Cut Poly Pomona
via Valley Bl

Foothill Transit
178
282
foothilltransit.org
1 800 894-INFO (1 800 745-3463)





M Metro
194 Cal Poly Pomona
via Valley St

Foothill Transit
178
282
Foothilltransit.org
1-800-444-4444 (800-444-4444)









TRAFFIC
SIGNAL

BROOKS











1470 South Valley Vista Drive, Suite 230
Diamond Bar, California 91765

Telephone (909) 861-0816
Fax (909) 860-3995

REQUEST TO SETTLE & FILE IN SMALL CLAIMS COURT

December 07, 201X

XXXXXX
XXXXXX
XXXXXX

Reference:	Principal:	City of XXXXXX
	Loss Date:	02/22/201X
	Claim(s) Made:	02/24/201X
	Claimant(s):	XXXXXX
	Our File Number:	XXXXXX

Dear XXXXXX:

On 02/24/201X, the above noted claim was received by City of XXXXXX and forwarded to us for handling. Based on the information provided by the claimant, facts provided by City of XXXXXX and our own investigation, we are recommending settlement of the claim.

CLAIM SUMMARY: On the morning of February 22, 201X, XXXXXX was walking with her husband and dog in their neighborhood of XXXXXX. In order to cut through from XXXXXX Ave. to XXXXXX Ave., the claimant walked through XXXXXX Elementary, which keeps its gate open on the corner of XXXXXX St. and XXXXXX Ave. Upon exiting the gate and turning left, the claimant tripped on a portion of raised sidewalk. The claimant was unable to regain balance and fell off the curb into the street. The claimant was diagnosed soon after with a dislocated left shoulder and a broken right wrist.

The incident occurred when the claimant tripped over a portion of raised sidewalk on the northeast corner of XXXXXX Ave. and XXXXXX St. The sidewalk belongs to the City of XXXXXX, but the gate belongs to the XXXXXX Unified School District, and the path that abuts the sidewalk defect extends from within the school. The defect has a height of approximately 2.75". Our investigation has led us to believe that the XXXXXX Unified School District is at least partially responsible for the defect, due to the fact that they maintained the path that abuts the defect, and gave no notice or otherwise addressed the issue when they last paved the asphalt directly adjoining the defect.

LIABILITY: Liability appears to rest in equal parts with the City and with XXXXXX Unified School District. The City had constructive notice of the defect due to its age and size. The defect would not be judged trivial. XXXXXX USD also had constructive or actual notice of the defect. We have forwarded all medical reports and billing to them and have attempted to involve them in the negotiation process. They have not been responsive, and we plan on pursuing them in small claims court for the maximum allowable amount up to \$10,000.00.

Additionally, the claimant has approximately 50% comparative negligence due to her familiarity with the area, her control over her body, and the fact that her husband did not trip on the defect. This should be a factor in the final settlement.

DAMAGES: The claimant suffered a left shoulder dislocation, a right wrist fracture, and was recently diagnosed with a rotator cuff tear which will require surgery.

The claimant's current medical costs total \$7,630.69 and lost wages total \$980.00. If surgery wasn't an issue, the claim's value would be \$30,523.89. However, rotator cuff surgery costs approximately \$13,500 including the surgery itself, the anesthesiologist, the pre- and post-op exams, physical therapy, and other costs. Therefore, the total claim value is closer to \$44,023.89. With 50% comparative negligence on the part of the claimant, the claimant's damages total \$22,011.95.

In a phone conversation on 11/30/1X, the claimant stated that she would accept \$20,000.00 as full compromise settlement of the claim.

REQUEST TO FILE: Given XXXXX Unified School District's contribution to the defect, we plan on filing in Small Claims Court on behalf of the City of XXXXX for a portion of the settlement up to \$10,000.00. We have made numerous attempts to involve XXXXX USD in the claims process, including forwarding all medical reports and bills received. Additionally, we have made three demands for equitable indemnity, including a final demand on 12/01/1X for \$10,000 based on the claimant's last demand of \$20,000.

We acknowledge that bringing action against another public entity is an aggressive move and may interfere with ongoing relationships. As such, we request authority to file against XXXXX Unified School District in Small Claims Court, and will not take further action in this regard without explicit authorization from the City.

At this time we are requesting authority to negotiate settlement of this claim in an amount not to exceed \$20,000.00. We will calendar this item for 10 days, and follow up with you if we have not received a response to our request.

Please contact the undersigned should you have any questions.

Sincerely,



David Trautz
Liability Administrator
(909)978-1124

cc: City of XXXXX

RFP No. S-1264

CITY OF GARDEN GROVE

PROPOSAL REQUIREMENTS

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER NAME: AdminSure

SANDRA SEGAWA, PURCHASING DIVISION MANAGER
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

In response to the request to Provide all Services Related to Third Party Liability Claims Administration, we the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Services & Specifications at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

The undersigned will also deliver the necessary original Certificates of Insurance to the CITY prior to the commencement of Scope of Services & Specifications. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Services & Specifications and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding, and full consideration of the following Addenda to the RFP Documents:

Addenda No. 1

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

Michael Reed General Liability Manager (909) 612-5644

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

BY:



(Signature)

Michael Reed
(Type or Print Name)

General Liability Manager
(Title)

mreed@adaminsure.com
(Email Address)

**Proposer's Business Address
and Telephone/Fax Numbers:**
Michael Reed
Liability Manager
AdminSure Inc.
3380 Shelby Street
Ontario, CA 91764-5566
Phone 909-612-5644 | Fax 909-860-3995
mreed@adaminsure.com

BIDDER/CONTRACTOR/CONSULTANT STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)

This signed document must be included with your bid/proposal package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR/CONSULTANT HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the attached sample contract.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

AdminSure Inc.

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

Michael Reed, General Liability Manager

Please Print (Name & Title of Authorized Representative)

February 10, 2020

(909) 612-5644

mreed@adminsire.com

Date

Phone Number

Email

Please note that the City of Garden Grove is now contracted with EBIX for insurance certificate management and review services. EBIX will collect the insurance requirements per the contract on behalf of the City. If you are awarded the contract, you will be contacted by EBIX regarding the insurance requirements listed within the City's contract. Please forward all insurance documents to EBIX directly per their instructions when contacted.

NOTE: All insurance certificates and endorsements must be received by EBIX within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.



STATEMENT OF COMPLIANCE

The undersigned Proposer declares that the Proposal submitted to Provide all Services Related to Third Party Liability Claims Administration per RFP No. S-1264 was prepared in strict compliance with the instructions, conditions and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. At least one box for each item must be checked.

RFP Instructions and Terms & Conditions (Check One)

☒ No Exceptions Taken

☐ Exceptions Taken

Scope of Services (Check One)

☒ No Exceptions Taken

☐ Exceptions Taken

Draft Agreement/Insurance Requirements (Check One)

☒ No Exceptions Taken

☐ Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

Signature

Michael Reed, General Liability Manager

Printed Name and Title

February 10, 2020

Date

AdminSure Inc.

Name of Proposer

(Attach a separate sheet(s) detailing each exception being taken, if applicable)

ATTACHMENT "B"
RFP S-1264
PROPOSAL PRICING FORM (PAGE 1 of 2)

THIS FORM MUST BE COMPLETED AS OUTLINED BELOW AND SUBMITTED WITH THE PROPOSAL. PLEASE DO NOT CHANGE THE FORMAT OR ALTER THIS FORM IN ANY WAY.

Pricing shall remain firm for a minimum of three (3) years. Any pricing adjustment requests for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data for All Urban Consumers, not seasonally adjusted, all items index for Los-Angeles-Riverside-Orange County, CA, for the 12-month period preceding the month in which the request is made.

DESCRIPTION OF FEE	RATE	COMMENTS
Principal Account Adjuster	Included	All Inclusive Flat Fee Pricing See Pricing Page \$135,000/YR
Principal Account Adjuster – Overtime	Included	
Set up Charge	Included	
Additional Loss Runs	Included	
Administration Fee	Included	
Overhead	Included	
Photographs	Included	
Photocopies	Included	
Mileage	Included	

ATTACHMENT "B"
RFP S-1264
PROPOSAL PRICING FORM (PAGE 2 OF 2)

The City reserves the option to solicit Best and Final Offers from selected proposers. The City reserves the right to ask those selected proposers to provide a Best and Final Offer that also includes pricing as an estimated monthly flat rate.

Based on this information, please provide a response to the **mandatory questions** below:

Would your company be willing to provide the City with estimated monthly flat rate pricing if asked to submit a Best and Final Offer?

YES X Monthly Flat Rate is \$11,250.00 per month.

NO ☐

If your response was NO, please explain in the space below.

ATTACHMENT "C"
CITY OF GARDEN GROVE
REQUEST FOR PROPOSAL NO. S-1264
NON-COLLUSION STATEMENT

To: THE HONORABLE MAYOR AND CITY COUNCIL: The undersigned having carefully examined the Scope of Work to: Provide all Services Related to Third Party Liability Claims Administration for the City of Garden Grove. HEREBY PROPOSE to provide the above mentioned services and do all the work required to complete work in accordance with the Scope of Work.

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

BY:  (909) 345-4377
(Signature) Telephone Number

Michael Reed
(Type or Print Name)

General Liability Claims Manager
(Title)

mreed@adminsire.com
(Email Address)

AdminSure
(Company Name)