

**SCHEDULE A**  
**SCOPE OF SERVICES**

- A. The Firm shall perform the following administrative services to assist the County in keeping its Self-Insurance Plan compliant with New York State Workers' Compensation Law:
1. Prepare Self-Insured Employers Workers' Compensation forms.
  2. Attend meetings as requested by the County Insurance Department.
  3. Prepare and file all Workers' Compensation claim forms.
  4. Continue the investigation, evaluation and disposition of claims turned over to Firm prior to commencement of this Agreement.
  5. Investigate, evaluate, and dispose of all claims occurring during the term of this Agreement.
  6. Establish and maintain complete claim files (including an electronic file) and supervise all claim litigation for each claim received.
  7. Examine and investigate each claim to establish compensability/liability within fourteen (14) days of receipt from the County. Firm shall audit and evaluate each claim and perform all required administrative and clerical functions for each claim. Firm shall complete, file and serve on all necessary parties all forms and notices required to be filed and/or served and provide initial reserve recommendations within thirty (30) days of receipt of assignment from County. Promptly notify the County of an increase or decrease of \$25,000.00 or more in the claim reserves.
  8. Prepare and mail compensation payment drafts or checks to claimants and claimant's attorneys.
  9. Recommend and coordinate the negotiation and settlement of claims. All settlements must be approved by the County prior to offer.
  10. Prepare and provide monthly or more frequently if requested by the County reports of accidents that have been reported to the Firm by the County, together with cost summaries, loss runs and expense reports. Reports must include but are not limited to the following:
    - a. Claimant name;
    - b. Claimant location;
    - c. Brief accident description;
    - d. Nature of injury;
    - e. Body part affected;
    - f. Social security number;
    - g. Date of loss;
    - h. Date claim received;
    - i. Indemnity reserves, paid and incurred;
    - j. Medical reserves, paid and incurred; and
    - k. Administration expense reserves paid and incurred.
  11. Refer claims involving administrative or court proceedings identified by the County to legal counsel which has been selected by the County. The Firm shall cooperate with the counsel selected by the County. The cost for legal counsel related to administrative or court proceedings shall be treated as a claim file expense.
  12. Prepare claims and arrange for licensed or legal representation at workers' compensation hearings before Administrative Law Judges of the Workers' Compensation Board, with the cost of such representation being paid as a claim file expense.
  13. Retain qualified counsel to execute appeals when approved by the County.
  14. Provide representation at Workers' Compensation Board Panel hearings, with such expense to be treated as a claim file expense.
  15. Recommend legal counsel to the County in the event of an appeal to an Appellate Court has been approved by the County. The expenses for preparation and filing of the appeal, printing of the record, presenting argument to the court, and miscellaneous legal expenses are to be paid as a claim file expense.
  16. Provide and/or coordinate nurse case management when the Firm and the County deem it is in the County's best interest. Case management expenses are to be paid as a claim file expense.
  17. Provide and/or coordinate vocational rehabilitation when the Firm and the County deem it is in the County's best interest. Vocational rehabilitation expenses are to be paid as a claim file expense.
  18. Arrange for the review of all medical bills for conformance with the New York Workers' Compensation fee schedule and reducing these bills to the proper amount when the fee schedule is exceeded. Fees for this service shall be paid as a claim file expense.

19. Recommend, and if approved by the County, provide field case management and/or variance utilization review.
20. Recommend, and if approved by the County, perform Insurance Service Office (ISO) searches.
21. Obtain Preferred Provider Organization (PPO) pricing discounts when available.
22. Create customized reports as requested by the County. Any necessary charges for this service will be reviewed and approved by the County prior to the Firm incurring the cost. The Firm shall invoice the County for customized reports at cost without markup. County's standard loss run reports by participant are not to be considered customized reports.
23. Maintain bonding in accordance with prudent practices, but in no event in an amount less than \$2 million, and supply County with evidence of bonding upon request.
24. Make the required reports to the County's excess liability insurance carrier, including the first report of injury. When specific or aggregate excess liability insurance claims are established, Firm shall make all payment requests to the County's excess liability insurance carrier.
25. In the event County elects to resume its control and handling of Claims at any time, Firm agrees to deliver within forty-five (45) days of notice all claim files to County.
26. Provide the County with read only, real-time access to the NCA claim system, including access to view documents.
27. Provide county with full access to Firm operations for review of procedures and processes pertaining to this Agreement.
28. Exercise reasonable care in the selection of any service provider, including attorneys. Firm shall obtain proof that all service providers hold and maintain proper licenses and insurance for the work to be performed. The Firm shall submit all service providers and attorneys to the County prior to assignment.
29. Provide Medicare, Medicaid, and SCHIP Extension Act (MMSEA) reporting to Centers for Medicare & Medicaid Services (CMS).
30. Provide New York State Public Goods Pool Electronic Reporting as required under the Health Care Reform Act (HCRA).
31. Provide detailed loss runs to assist County with Occupational Safety and Health Administration (OSHA) Reporting.
32. Provide the County with yearly workers' compensation premium calculations for each Ulster County Self-Insurance Plan member in accordance with local laws of Ulster County.
33. Assist the County with annual budget calculations for the Ulster County Self-Insurance Plan fund.
34. Ulster County will retain the right to approve any associated vendor that is in any way involved on this account (e.g., PPO/fee schedule, CPT codes, rehabilitation services, surveillance and investigations, IME's, etc).

#### B. County Responsibilities

The County shall:

1. Promptly report to the Firm all accidents coming to its attention involving any individual covered under the Plan. These reports shall be on forms as directed by the New York Workers' Compensation Board or on other forms as the parties may agree.
2. Pay to the Firm an annual Base Administration fee as set forth in Schedule B, for the workers' compensation claims administration service described above.
3. Pay all Allocated Loss Adjustment Expenses (ALAE) from the associated claim file. See Exhibit "A" for listing of ALAE expenses.
4. Pay reasonable additional charges invoiced by the Firm for complying with new regulations or new reporting requirements that may be adopted by the Workers' Compensation Board or any other regulations adopted by any other government agency, which require the Firm to invest in new software and/or hardware or that results in any other material increase in the cost of performing Firm's duties hereunder. Firm shall notify the County at least sixty (60) days prior to imposing any such charges.
5. Maintain a Self-Insurance Fund (the "Fund"), which is to be funded by County, to enable Firm at all times to pay claims and ALAEs in accordance with the terms and conditions of this Agreement. Firm will work with County's Finance Department with respect to establishing this Fund, and County will initially fund this account with two months of claims payments. Firm shall notify the County when writing checks from the Fund, and County shall promptly replenish the funds.
6. Authorize and hereby does authorize Firm to withdraw from the claims account such funds as may be necessary to enable Firm to pay claims and claim file expenses.
7. Provide all funding for payments due to third parties regarding claims, whether to employees, medical providers, or others. The Firm is providing administrative services only under this Agreement.
8. Interest or other types of credits earned on balances on accounts established for payment of claims and other expenses associated with this Agreement are the property of the County.