

**CLAIMS ADJUSTING AND ADMINISTRATION**  
**SERVICE CONTRACT**

This contract is made and entered into this 1<sup>st</sup> day of July, 2015 by and between the CITY OF MONTEREY, hereinafter called CLIENT, and GEORGE HILLS COMPANY, INC., hereinafter referred to as the CLAIMS ADMINISTRATOR.

The CLAIMS ADMINISTRATOR is a California Corporation doing business as licensed, independent insurance adjusters and administrators, with John Chaquica, CEO. The company's corporate office is located at 3043 Gold Canal Dr, Suite 200, Rancho Cordova, California, 95670, telephone: (916) 859-4800.

The CLIENT is located in Monterey, California at 735 Pacific Street, Suite A, Monterey, CA 93940.

IT IS HEREBY AGREED by and between the parties signing this agreement as follows:

**I. GENERAL**

CLIENT is desirous of availing itself of property and liability claims adjusting and administrative services. The CLAIMS ADMINISTRATOR is a claim administrative firm experienced in the handling of self-insured claims and is ready to and capable of performing such services. As such, the CLAIMS ADMINISTRATOR shall act as a representative of the CLIENT for the investigation, adjustment, processing, supervision and evaluation of general liability, motor vehicle, and potential money damage claims filed by third parties the CLIENT, or against parties for whom the CLIENT is alleged to be legally responsible, which are premised upon allegations of willful, intentional, negligent, or careless acts and/or omissions.

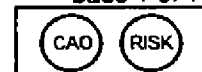
**II. SCOPE OF SERVICES**

CLAIMS ADMINISTRATOR agrees to provide complete claim handling services on each accident or incident which is or may be the subject of a claim. Such services shall include the following:

**A. INVESTIGATIVE SERVICES**

CLAIMS ADMINISTRATOR agrees to provide complete investigative services including, but not limited to:

- 1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
- 2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all CLIENT losses but not to include extraordinary



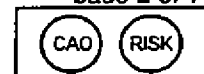
investigative services outside the expertise of CLAIMS ADMINISTRATOR.

- 3) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
- 4) Undertake items of investigation requiring special handling for CLIENT at the direction of the CLIENT's Attorney or authorized representative.

#### B. LIABILITY CLAIM HANDLING SERVICES

CLAIMS ADMINISTRATOR agrees to provide complete claim handling services on each accident or incident which is or may be the subject of a claim. Such services shall include the following:

- 1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
- 2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
- 3) Ensure timely claim handling, including contact and follow-up with claimants regarding claim issues and processing.
- 4) Determine the need for defense representation, recommend legal counsel, and manage litigation activity.
- 5) Report claims to the excess insurer and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
- 6) Maintain records on any such claim and notify Client when Client is about to exhaust the Self Insured Retention.
- 7) Obtain settlement agreements and releases upon settlement of claims or potential claims not in litigation.
- 8) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Agreements in compliance with Section 111 of the MMSEA including the required reporting (see Attachment A).
- 9) Provide an account manager and lead liability adjuster.



### C. LEGAL SUPPORT SERVICES

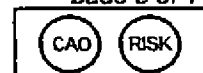
CLAIMS ADMINISTRATOR agrees to provide the following legal support services on each claim in which a third party claimant has commenced or threatened to commence litigation:

- 1) Upon notification by the CLIENT that litigation has been filed on an open claim, contact and provide counsel with all information and files concerning the claim.
- 2) Cooperate with and assist any defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
- 3) Assist in responding to discovery or preparing discovery.
- 4) At the request of the CLIENT, attend mandatory settlement conferences on behalf of CLIENT.
- 5) At the request of the CLIENT appear on behalf of CLIENT in small claims actions filed against CLIENT on open claims handled by Claims Administrator.
- 6) Review, evaluate and adjust defense counsel statements for services.
- 7) Regularly and reasonably discuss, review, and direct investigation issues, discovery, and case strategy with counsel.
- 8) Review and evaluate case evaluations, correspondence and status reports forwarded to CLAIMS ADMINISTRATOR by counsel.
- 9) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the CLIENT.

### D. REPORTS AND PROCEDURES:

CLAIMS ADMINISTRATOR agrees to provide the following:

- 1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, Claims Administrator will provide CLIENT with a full factual report, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, the Claims Administrator will report as often as warranted by any



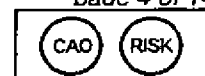
important change in status but no longer than every (90) days until the claim closes unless extended diary is appropriate.

- 2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the Claims Administrator in connection with this agreement shall be CLIENT's property and constitute the Claims Administrator's work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the CLIENT is the property of the Claims Administrator. Additional copies of original reports, documents, and data requested by the CLIENT will be at the CLIENT's expense in accordance with this agreement.
- 3) CLAIMS ADMINISTRATOR agrees that CLIENT or its auditors shall have access and the right to audit and reproduce any of the CLAIMS ADMINISTRATOR's relevant records to ensure that the CLIENT is receiving all services to which the CLIENT is entitled under this Agreement or for any purpose relating to the Agreement.
- 4) Upon request, CLAIMS ADMINISTRATOR will provide CLIENT with a reproducible indexed electronic copy or hard copy, depending on CLIENT's request, of the final case file, and said product shall be the sole and separate property of CLIENT.

#### E. DATA

CLAIMS ADMINISTRATOR agrees to perform the following:

- 1) Utilize its "State of the Art" claims information system—SIMS.
- 2) Record all claim information including all financial data.
- 3) Provide CLIENT Read only on-line access to the claims data system, if desired by CLIENT.
- 4) Provide monthly standard loss run and check register.
- 5) Provide annual claims data report for actuary and auditors upon request.
- 6) Provide an annual Quality Assurance report.
- 7) Provide assistance to CLIENT in developing customized reports when requested (may require additional charge).



## F. CLAIM REVIEW MEETINGS

CLAIMS ADMINISTRATOR shall, upon request, meet with Client to review and discuss claims inventory and claims results of past period and delivery of services by CLAIM ADMINISTRATOR.

## G. FINANCIAL ACCOUNTING

Upon request (which will only be accomplished by formal amendment to this contract) CLAIMS ADMINISTRATOR shall provide the following:

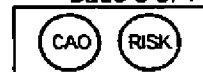
Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the Client.

## H. SUBROGATION

During the course of CLAIMS ADMINISTRATOR handling of a general liability and/or subrogation claim for CLIENT, if the institution of a civil action is determined by CLIENT to be the best course of action and in the best interest of CLIENT, then CLIENT may, at CLIENT's own expense:

- 1) Authorize CLAIMS ADMINISTRATOR to engage the services of a litigation attorney to consult, review, and determine the best legal strategy available at the time to obtain the best possible result for CLIENT. Upon determination by the attorney that a civil action is in the best interest of CLIENT, CLAIMS ADMINISTRATOR will notify CLIENT and obtain authorization to pursue recovery in accordance with the recommendations of the litigation attorney; or
- 2) Recall the claim to CLIENT's control so that CLIENT may pursue recovery in a manner to be determined by the CLIENT's attorney to be in the best interest of the CLIENT.

In the event CLIENT recalls the claim as indicated above, CLIENT shall be responsible for payment to CLAIMS ADMINISTRATOR of any and all time and expense incurred by CLAIMS ADMINISTRATOR'S claim adjuster (general liability and/or subrogation) or other general liability or subrogation specialist up to the time wherein the claim has been recalled by CLIENT.



While CLAIMS ADMINISTRATOR is handling a subrogation claim for CLIENT pursuant to the terms of this Agreement, the institution of a civil action is determined by CLIENT to be the best course of action, CLIENT may, at CLIENT's own expense:

- 1) Authorize CLAIMS ADMINISTRATOR to engage the services of a duly-licensed attorney to consult, review, and determine the best legal strategy available at the time to obtain the best possible result for CLIENT. Upon determination by the litigation attorney that a civil action is in the best interest of CLIENT, CLAIMS ADMINISTRATOR will notify CLIENT and obtain authorization to pursue recovery in accordance with the recommendations of the litigation attorney; or
- 2) Recall the claim to CLIENT's control so that CLIENT may pursue recovery in a manner to be determined by the CLIENT's attorney to be in the best interest of the CLIENT.

In the event CLIENT recalls the claim as indicated above, CLIENT shall be responsible for payment to CLAIMS ADMINISTRATOR of any and all time and expense incurred by CLAIMS ADMINISTRATOR's subrogation claim adjuster and/or other subrogation specialist up to the time wherein the claim has been recalled by CLIENT.

### **III. DENIAL, COMPROMISE OR SETTLEMENT OF CLAIMS**

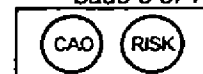
It is agreed that CLIENT has granted \$0 authority to the CLAIMS ADMINISTRATOR for the purpose of compromising, settling, and paying any claims against CLIENT being handled by the CLAIMS ADMINISTRATOR. CLIENT has granted \$0 authority to the CLAIMS ADMINISTRATOR for the purpose of issuing payment for legal expenses. Prior approval to compromise or settle any claim, or pay any expense will be obtained from CLIENT.

### **IV. FILE RETENTION**

CLAIMS ADMINISTRATOR shall retain in accordance with the CLIENT's record retention policy up to a maximum of seven (7) years all files. After seven (7) years, unless requested by the CLIENT to retain at its own expense, CLAIMS ADMINISTRATOR shall delete the scanned files in accordance with the timeline stated in Attachment B.

### **V. CONFIDENTIALITY**

All data, documents, discussions, or other information developed or received by or for CLAIMS ADMINISTRATOR in performance of this agreement are confidential and not to be disclosed to any person except as authorized by CLIENT or CLIENT's designee, or as required by law.



**VI. CONFLICT OF INTEREST**

In the event the CLAIMS ADMINISTRATOR receives a claim from the CLIENT in which there arises a "conflict of interest," the CLAIMS ADMINISTRATOR shall immediately notify CLIENT. CLIENT may then, at their expense choose to hire another well-qualified claims firm to handle that particular claim to a conclusion. The CLAIMS ADMINISTRATOR covenants that it presently knows of no interest, direct or indirect, which would conflict in any manner with the performance of services required under this agreement.

**VII. CLIENT RESPONSIBILITY**

CLIENT agrees to the following:

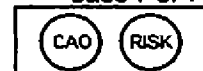
- 1) CLIENT shall cooperate with CLAIMS ADMINISTRATOR as may be reasonably necessary for CLAIMS ADMINISTRATOR to perform its services.
- 2) CLIENT agrees to provide direction to CLAIMS ADMINISTRATOR as requested regarding particular project requirements.
- 3) CLIENT shall identify primary contact person for account as well as for billing and loss run submission. In addition, CLIENT shall be responsible for reporting all changes thereto.
- 4) CLIENT shall be responsible for reporting all Bodily Injury Claims in addition to all other items noted in Attachment A "Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)"
- 5) CLIENT shall be responsible for calculating and maintaining pool aggregate information.
- 6) The not to exceed annual amount for this contract shall be \$39,999

**VIII. COMPENSATION**

CLIENT agrees to pay CLAIMS ADMINISTRATOR for services described in Section II – Scope of Services.

Time and expense charges will be incurred only when necessarily required in the form of adjuster's fees as delineated in Section II, Scope of Services and will be invoiced as worked.

- 1) Time and expense fees will be as follows:
  - a. Adjuster's Fee: \$83 per hour
  - b. Auto Expense: Standard IRS rate



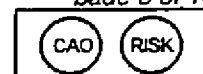
- c. Allocated file expenses to be paid at cost
  - d. Custom reporting beyond the above will be furnished upon request at an additional cost to be agreed upon by the CLAIMS ADMINISTRATOR and CLIENT.
- 2) Administration Fee: \$0 per month to be included in the CLIENT's monthly composite statement and the following services are to be included:
- a. Data access to claims data system.
  - b. Monthly listing of open claims by date of loss, department, location, and alpha by name showing expense categories, reserves and total incurred.
  - c. Monthly claim summary reports, within 15 days of month-end.
  - d. Provide loss run data and required reports for actuarial and auditing purposes.
  - e. Provide annual summary of claims activity.
  - f. Medicare transmission and reporting.
  - g. Financial accounting if applicable.
- 3) Subrogation Fee: 20% contingency fee.
- 4) Catastrophic Clause: Should a catastrophic event occur resulting in 10 or more claims, CLIENT shall be billed time and expense for said claims at \$83 per hour.
- 5) Cost of file retrieval for audit purposes will be a direct pass through to the CLIENT.
- 6) Active access to claims system cost shall be based on the current licensing cost from CLAIMS ADMINISTRATOR's database provided and included in the monthly invoice.

**IX. PAYMENT SCHEDULE**

The CLAIMS ADMINISTRATOR will submit its bills to CLIENT, and payment shall be made by CLIENT, within a reasonable period of time, not to exceed thirty (30) days.

**X. TERM**

The term of this contract shall be from July 01, 2015 to and including June 30, 2017.





**XI. TERMINATION**

CLIENT and CLAIMS ADMINISTRATOR shall have the right to terminate this agreement without cause, by giving not less than ninety (90) days written notice of termination.

**XII. FAIR EMPLOYMENT**

It is the policy of George Hills Company to provide fair and equal treatment to all staff members. George Hills Company is an Equal Opportunity Employer and does not discriminate in any way against any person on the basis of age, race, sex, color, national origin, national ancestry, physical disability, medical condition, religion, creed, marital status, sexual orientation, gender identification or any other classification deemed protected by law.

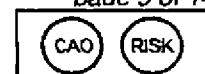
**XIII. INDEPENDENT CONTRACTOR**

In performing claims administrative services herein agreed upon, the CLAIMS ADMINISTRATOR shall have the status of an independent CLAIMS ADMINISTRATOR and shall not be deemed to be an officer, employee, or agent of CLIENT.

**XIV. INDEMNIFICATION**

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CLAIMS ADMINISTRATOR shall defend (with legal counsel reasonably acceptable to the CLIENT), indemnify and hold harmless CLIENT and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of CLAIMS ADMINISTRATOR (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the active negligence, or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, CLAIMS ADMINISTRATOR agrees to indemnify and hold harmless the CLIENT from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to CLAIMS ADMINISTRATOR or CLAIMS ADMINISTRATOR's employees, contractors, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CLAIMS ADMINISTRATOR.



CLAIMS ADMINISTRATOR further agrees to indemnify CLIENT for damage to or loss of CLIENT property to the proportionate extent they arise out of CLAIMS ADMINISTRATOR's negligent performance of the work associated with this agreement or to the proportionate extent they arise out of any negligent act or omission of CLAIMS ADMINISTRATOR or any of CLAIMS ADMINISTRATOR's employees, agents, contractors, representatives, patrons, guests or invitees; if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CLAIMS ADMINISTRATOR, and excepting such damage or loss arising out of the negligence of the CLIENT.

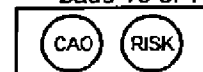
For purposes of this paragraph, the fact that CLAIM ADMINISTRATOR is named in a filed complaint simply by virtue of the fact that it is the Claims Administration firm on a given claim, without allegations of negligence, errors or omissions, or other fault of CLAIM ADMINISTRATOR, shall not trigger the obligation to defend and indemnify the CLIENT.

CLIENT will defend, at no cost to the CLAIMS ADMINISTRATOR; in those cases wherein the CLAIMS ADMINISTRATOR is named in a filed or verified complaint simply by virtue of the fact it is the CLAIMS ADMINISTRATION firm on a given claim.

#### **XV. INSURANCE**

Prior to the start of work under this Contract, CLAIMS ADMINISTRATOR shall file with the CLIENT certificates of insurance and policy endorsements evidencing the coverage required hereunder.

- a. **General Liability:** CLAIMS ADMINISTRATOR will carry a \$1,000,000 combined single limit general liability insurance policy covering, without limitation, personal injury, contractual liability, property, and completed operations/products, naming the City of Monterey, its officers, officials and employees as additional insureds.
- b. **Professional Liability:** CLAIMS ADMINISTRATOR shall maintain in force, at all times during the term of this contract, professional liability insurance in an amount not less than \$1,000,000 which shall provide coverage for any damages or losses suffered by the CLIENT as a result of any error or omissions or neglect by the CLAIMS ADMINISTRATOR which arise out of the professional services included under this contract.
- c. **Workers' Compensation:** CLAIMS ADMINISTRATOR shall maintain workers' compensation insurance in accordance with California law and with a minimum of \$100,000 per occurrence for employer's liability. Workers' compensation policy shall be endorsed to waive all subrogation rights against CLIENT for all work performed by the CLAIMS ADMINISTRATOR.



- d. Automobile: CLAIMS ADMINISTRATOR shall maintain a policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 for bodily injury liability and property damage liability. Said policy shall include coverage for owned, non-owned, leased and hired cars and shall include an endorsement waiving all rights of subrogation against the CLIENT and an endorsement naming the CLIENT its officers, officials, and employees as additional insureds.
- e. Miscellaneous: All insurance required here under shall be primary and shall not be cancelled unless 30-day written notice is given to the CLIENT. Required insurance shall be satisfactory only if issued by companies qualified to do business in California and rated "A" or better in the A.M. Best Rating Guide. Neither the insurance requirements, hereunder, nor acceptance or approval of CLAIMS ADMINISTRATOR's obligations under the indemnification clause in this Contract, which shall continue in full force and effect.

**XVI. EMPLOYEE SOLICITATION**

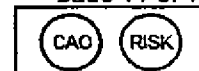
During the period of this contract, and for a period of one (1) year thereafter, the CLAIMS ADMINISTRATOR agrees not to solicit for employment any CLIENT employee contacted during the performance of this agreement; CLIENT agrees not to solicit for employment, or employ, during the period of this contract, and for a period of one (1) year thereafter, any employee of the CLAIMS ADMINISTRATOR contacted by the CLIENT during the performance of this agreement.

**XVII. PERMITS, LICENSES, CERTIFICATES**

CLAIMS ADMINISTRATOR, at CLAIMS ADMINISTRATOR'S sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including appropriate business license.

**XVIII. ARBITRATION**

CLAIMS ADMINISTRATOR and CLIENT agree that in the event of any dispute with regard to the provisions of the Agreement, the services rendered or the amount of CLAIMS ADMINISTRATOR'S compensation the dispute shall be submitted to arbitration upon mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.



**XIX. NOTICES**

All notices to the CLAIMS ADMINISTRATOR shall be personally served or mailed, postage prepaid, to the following address: ,George Hills Company, 3043 Gold Canal Drive, Suite 200, Rancho Cordova, CA 95670.

All notices to the CLIENT shall be personally served or mailed, postage prepaid, to the following address: City of Monterey 735 Pacific Street, Suite A, Monterey, CA 93940.

CLAIMS ADMINISTRATOR and CLIENT agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both the CLIENT and CLAIMS ADMINISTRATOR.

**XX. ENTIRE AGREEMENT**

CLAIMS ADMINISTRATOR and CLIENT agree that this agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either written or oral.

**XXI. TIME OF ESSENCE**

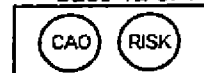
Time is of the essence in respect to all provisions of this Agreement that specify a time for performance: provided, however that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

8/4/15  
Date

BY: *John E. Chaquica*  
John E. Chaquica, CEO  
GEORGE HILLS COMPANY INC.

07/29/2015  
Date

BY: *Hans Uslar*  
*fu*  
Michael McCarthy, City Manager  
CITY OF MONTEREY  
**Hans Uslar**  
**Assistant City Manager**



**ATTACHMENT A**  
**MEDICARE, MEDICAID, AND SCHIP EXTENSION ACT OF 2007 (MMSEA)**

This law requires liability insurers, self-insurers, no fault insurers and workers' compensation insurers to report certain information to The Centers for Medicare and Medicaid Services (CMS) concerning Medicare beneficiaries. The penalty for failure to comply is \$1,000 per day, per claimant.

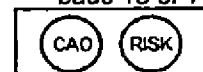
George Hills Company, Inc (GHC) has temporarily contracted with ExamWorks for Mandatory Insurer Reporting (MIR) for the CLIENT. Within the year (2015), GHC will be directly reporting to CMS. In the meantime, ExamWorks shall represent the CLIENT-and Responsible Reporting Entity (RRE) to this existing contract and this addendum, and will be the designated reporting agent. GHC will be responsible for gathering and reporting accurate claims data required by MMSEA to ExamWorks in a timely manner. GHC agrees to assume the responsibility for reporting data to ExamWorks to meet all reporting requirements in accordance with MMSEA, on behalf of the RRE; including assuming responsibility for any fines or penalties that are directly caused by GHC's non-compliance. GHC further agrees to indemnify and hold-harmless, RRE, and staff, for any penalties or fines resulting from GHC's direct failure to timely and accurately provide the reporting data to ExamWorks. The above-mentioned obligations to indemnify and hold-harmless shall not be applicable to matters relating to delays caused by RRE or other third parties, or inaccurate data supplied to GHC by RRE or other third parties.

By agreement with GHC, ExamWorks will indemnify and hold GHC harmless from and against any claim, damage, fine, loss and expense, arising in connection with, or as a result of, any error, omission, or negligent performance of its obligations as reporting agent, which indemnity will include all reasonable costs of litigation and attorneys' fees incurred. Without in any way limiting the indemnity set forth in this Agreement, all work performed by ExamWorks will be done in a good and professional manner.

GHC shall perform the necessary data gathering for RRE and ExamWorks; as such GHC shall include in our monthly invoicing the time for such work at our contract hourly rate.

ExamWorks will perform the MMSEA Mandatory Insurer Reporting function for GHC, and its RREs, without charge, subject to the following. RRE will designate ExamWorks, unless otherwise requested, as its exclusive vendor for all of RRE's "Qualified Referrals" (those claims determined to require Medicare Set Aside (MSA) or a Claim Settlement Allocation (CSA) and RRE will utilize other ExamWorks services related to Medicare Secondary Payer (MSP) compliance identified in their fee schedule.

During 2015, GHC will transition from ExamWorks to self-reporting and GHC shall act as Reporting Agent and submit appropriate claims data to CMS. GHC shall provide official written notice, to the CLIENT, on the effective date of this transition and amend this exhibit.



**ATTACHMENT B  
TIME LINE FOR RECORD RETENTION**

Claim Files with TPA	7 years after date closed
	CLAIMS ADMINISTRATOR shall scan and delete all files in accordance with the timeline stated in Attachment B.
Claims Involving Minors	3 years from age 18 or 7 years whichever is longer from closure
Litigated Claims Files	5 years after litigation is concluded
Formal Notice of Liability Claim	Closed + 2 years unless litigated
General Correspondence	3 years
Incident Reports	Closed + 2 years unless litigated
Investigative Files and Tapes	7 years
Loss Runs	Current year end report + 7 years

