

## ATTACHMENT A

### SCOPE OF SERVICES

In consideration for all of the provisions and stipulations of this contract, IRFFNC agrees:

1. To accept and review all claim and loss reports reported to it by the City of DURHAM. The City will report claims via telephone to 919-715-2301, or via fax to 919-715-8465, or by email to [ClaimsAdmin@nclm.org](mailto:ClaimsAdmin@nclm.org).
2. To investigate accepted claims and losses to the extent deemed necessary in the judgment of IRFFNC, and to adjust, settle, resist or otherwise handle all such claims or losses within the authority granted by the City of Durham. IRFFNC shall have a dollar amount of settlement authority to be established periodically in writing by the City. Any settlement in excess of that specific authority will require prior approval from the City's Risk Manager. If payment of \$25,000.00 or greater is required, IRFFNC will ask City to pre-fund to IRFFNC within three (3) business days of payment.
3. To establish claim and/or loss files for all reported claims and losses which shall be available for review at all reasonable times by the City.
4. To maintain thorough documentation of all claims, including but not limited to, correspondence, investigatory materials, medical records, invoices, memoranda, and other documents. IRFFNC also agrees to generate and maintain notes of all claim activity.
5. During the term of the Contract to provide a customer service representative at its Raleigh, North Carolina office. The customer service representative will act as a liaison and coordinate services between the City and IRFFNC. If at such time the City no longer has an unexpired contract with IRFFNC, the services of a customer service representative will continue to be provided upon the City's request, for an additional time and expense or negotiated fee.
6. To report all serious files to the City's excess carrier as needed. City will supply name, address and contact person at the excess carrier. The excess carrier will provide claim forms, and a list of the type claims it wants reported
7. To engage professional assistance, i.e., attorneys, rehabilitation experts, private detectives, accident reconstructive experts, and second opinion physicians only with prior approval from City, and at City's cost.

8. To retain and store claim files as follows:

Loss and claim files shall be stored in their existing state at the time of file closure for a period up to five (5) years from inception of contract. Upon expiration of this five (5) year period, the City shall have one of the following options.

- a. Require IRFFNC to return all stored files to the City at the City's expense, or
- b. Require IRFFNC to continue storing files at the then prevailing rate.

If at the end of the five (5) year period the City has not notified IRFFNC in writing of its selection of one of the options set forth in a or b above, it is agreed that IRFFNC will return all stored files to the City at the City's expense.

9. To provide at each month's end the following:

- a. A billing report for services,
- b. A billing for reimbursement of claims payment,
- c. A printed monthly report of all open and closed claims to include the status of each open claim assigned, including details of payment and outstanding reserves for the month and year covered by the report; such report to be provided no later than the 15th day of the following month,
- d. A monthly diskette provided to the City on the same schedule as the paper loss run referenced in paragraph C above, which contains a "download" of cumulative claim information in Microsoft-Excel format, or other stated format.
- e. A list of all checks paid for claims and claim expenses.
- f. A download of cumulative claim information to the City's system via "ftp" transmission, when possible.

10. At the conclusion of the Contract period, claims will be handled to conclusion or returned to the City at the City's request.