



PUBLIC AGENCY RISK SHARING
AUTHORITY OF CALIFORNIA

A Public Agency Since 1986

Claim Procedure Manual

Liability Program

December 2018



INTRODUCTION

This manual was prepared for PARSAC members as a guide for processing claims and lawsuits presented to your entity where there is potential for liability. It sets forth in general terms:

1. The requirements imposed on claimants;
2. How claims should be processed;
3. The requirements of legal complaints; and
4. Glossary of common terms.

PARSAC's philosophy is to promptly investigate and equitably conclude all third-party liability claims involving Members. It is also PARSAC's practice to defend its Members vigorously against non-meritorious claims. To implement this philosophy, a close working relationship is cultivated between PARSAC, its Member Entities, their third-party claims administrators, and retained defense counsel. Such a relationship requires coordination and communication between all parties.

This ongoing collaboration ensures the protection of individual and collective interests in the Liability Program. PARSAC's involvement in all phases of handling, investigation, litigation and settlement of claims minimizes adverse financial impact to the Liability Program. Timely reporting and early intervention of loss maximizes successful resolution and minimizes costs and exposure.

An Important Note Regarding Medicare Compliance

Legislation incorporated in the SCHIP Extension Act of 2007 requires all self-insured entities that make a settlement, award or judgment involving a Medicare-eligible claimant/plaintiff to report such payments to Medicare. This law ensures that Medicare recovers expenses it has paid in the past and/or might pay in the future on behalf of claimants. The legislation is intended to shift the burden of payments from Medicare to the tortfeasor in an effort to reduce Medicare's liability.

Due to the complexity of the process to determine Medicare eligibility and report payments, it is important to confirm that your third-party administrator can fulfill these requirements on your behalf. Contact PARSAC regarding the registration process, which is required for submitting reports and queries.

Under the new requirements, compliance with Medicare may not end with settlement and timely reporting. Medicare could assert its lien rights on post-settlement actions when the claimant requires future medical treatment. Consequently, it is imperative that the Member Entity adequately address all Medicare liens for past treatment and future medical care when settling a claim within its self-insured retention (SIR). The Memorandum of Coverage, Exclusion DD, states there is no coverage for additional amounts sought by Medicare after settlement, such as unpaid liens and/or future medical care, for any claim that is settled within the Member's SIR.

Refer to **Form G-2** for sample release language that must be minimally included in settlement agreements to protect the Member Entity's interests. Settlement agreements should be prepared by qualified legal counsel who is well versed in Medicare. Please contact PARSAC for assistance.

PROCEDURES UPON RECEIPT OF CLAIM/NOTICE OF INCIDENT

I. Handling Incidents

Incidents and accidents occur daily in your city and town. When your entity is aware of these occurrences, you should make every effort to investigate the incident to determine the cause and remediate the exposure (to the extent possible). When appropriate, a representative from your entity should contact the injured party to check on their status (see how they are doing, show concern, empathy, etc.) and let them know you are aware of the incident and will complete a thorough investigation.

If it appears your entity is responsible for the loss, it is advantageous to resolve the matter as soon as possible. You may want to reimburse the individual for non-medical, out of pocket expenses (i.e. rental car, repair or replace damaged property, etc.). In most instances, early and proactive involvement in these incidents will resolve the issue, avoiding a claim and potential litigation.

II. Handling the Claim Upon Receipt

Immediately upon receipt of a claim, the claim should be date stamped and a copy forwarded to risk management, your third-party administrator, and city attorney. If the claim was received by mail, the envelope should be kept and forwarded as well so that the date of mailing can be preserved.

It is important that the claim be forwarded for review as soon as it is received. There are many instances where defective, untimely or legally insufficient claims have been rejected and the claimant given six months to file a lawsuit. Notifying the claimant as to the defect, untimeliness or insufficiency would have precluded the continuation of the legal process against your entity (Refer to paragraph V.E below).

Be sure to confirm your third-party administrator is aware of and prepared to conduct Medicare-related activities including but not limited to determining Medicare eligibility of claimants and reporting all payments and settlements to Medicare.

III. Who do I report to?

Send copies of lawsuits, serious incidents, and verified claims along with supporting documentation (police reports, investigation reports, medical reports/bills, etc.) to:

George Hills Company
Attention: Robert Chalfant
PARSAC Litigation Manager
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670
(916) 859-4808

AND

PARSAC
1525 Response Road, Suite 1
Sacramento, CA 95815
(800) 400-2642
Fax: (916) 927-3075

IV. What must be reported to PARSAC?

A. SERIOUS INCIDENTS: 7 Calendar Days

In the event of a serious incident or accident resulting in significant property damage, bodily injury, personal injury or death, notify PARSAC within 7 calendar days. If no formal claim has been received, please use **Form A** for reporting. In almost every instance a claim will be filed. The relatively small amount of financial expenditure and effort required to file a report on an incident that does not become a claim is far outweighed by the advantage of having evidence preserved at an early stage. Per the Memorandum of Coverage, a serious incident that is likely to be covered by PARSAC includes but is not limited to:

- (i) One or more fatalities;
- (ii) Loss of a limb;
- (iii) Loss of use of any sensory organ;
- (iv) Paralysis, Quadriplegia or paraplegia;
- (v) Third degree burns involving more than ten percent of the body;
- (vi) Serious facial disfigurement;
- (vii) Long term hospitalization;
- (viii) Closed head injury; or
- (ix) Serious loss of use of any bodily function.

B. LAWSUITS: 7 Calendar Days

Members must report all lawsuits within 7 calendar days of first receipt of service on the entity or any employee of the entity by providing a full copy of the suit to PARSAC, which may be submitted by fax to (916) 927-3075 or email to the General Manager and/or Risk Manager. This prompt reporting requirement is to give PARSAC sufficient time to: 1) determine if there are causes of action alleged which may not be covered; 2) assign appropriate defense counsel; and 3) promptly file a response to the complaint.

C. CLAIMS: 15 calendar days

The Member Entity must report all claims likely to exceed 50% of its self-insured retention within 15 calendar days (except property damage claims under \$5,000).

V. Guide for Handling Claims Against Member Entities

A. *Written Claim (GC § 946.4)*

Before commencing a lawsuit for money or damages, the claimant must present a written claim to the Member Entity and allow it to act upon the claim. Government Code § 945.4: Failure to timely present a claim for money or damages to a public entity bars a plaintiff from filing a lawsuit against that entity. The claim must be

filed in person with the clerk, secretary, or auditor of the local public entity (GC § 915(a)(1).) or it can be mailed to any of those persons or to the governing body of the public entity at its principal office (GC § 915(a)(2). (**Form B**).

If the claimant is seeking damages for bodily injury, the claimant is required to provide information regarding their Medicare eligibility. Medicare recommends **Form M** for collecting this information. The claimant's resistance to providing this information does not relieve the entity of its obligation to protect Medicare's interests.

The claimant's Medicare status is confirmed by your third-party administrator through the query process. To be considered a "Non-Medicare" claimant, the individual must not be currently receiving Medicare benefits, has not applied for Medicare benefits, and will not become eligible for benefits within the next 30 months.

B. Sufficiency: What Information Must the Claim Include (GC § 910, 910.2)

The statutes require that certain information be included in any claim filed with a public entity. A claim must contain all of the following:

1. The name and postal address of the claimant;
2. The postal address to which the person presenting the claim desires notices be sent;
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted;
4. A general description of indebtedness, obligation, injury, damage, or loss, if known;
5. The name(s) of public employee(s) causing the injury, damage or loss, if known;
6. The total amount claimed, if less than \$10,000, as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of presentation of the claim, together with the basis for computation of the amount claimed. If the amount claim exceeds \$10,000, no dollar amount shall be included in the claim, and;
7. The signature of the claimant or representative.

C. Timeliness (GC § 911.2(a))

1. A claim relating to a cause of action for death, personal injury, or damage to personal property or growing crops must be presented within six months after the accrual of the cause of action.

2. A claim relating to any other cause of action, such as damage to real property, must be presented within one year after the accrual of the cause of action.

D. Action by the Member Entity (GC § 912.6)

When a claim is filed against a Member Entity, it may act on the claim in one of the following ways:

1. Reject the claim if the claim is deemed sufficient, but has no merit (**Form C**);
2. Accept the claim if it has merit and the claimed amount is appropriate. Have claimant sign the “Release of All Claims form and conclude the matter (**Form D and G-1 or G-2**);
3. Accept the claim if there is merit and work with claimant to find an equitable resolution if the claimant demands an amount greater than is deemed appropriate (**Form E**); or
4. If legal liability or the amount demanded is disputed, the claim may be compromised or rejected (**Form C or D**).

i. Accepting or Rejecting Claim

The manner in which a claim is rejected or accepted is governed by statute. (GC § 912.4(a)) An entity can accept or reject a claim within 45 days of presentation. If no action is taken on the claim within 45 days, the claim is deemed rejected by operation of law. (GC § 912.4(c)) If a claim is rejected by the entity within 45 days of receipt, or if the claim has been rejected by operation of law, and if written notice of rejection is provided in the manner set forth in GC §913, the claimant has only six months from the date the written rejection is personally delivered or mailed in which to file a lawsuit. (GC §945.6(a)(1)) If written notice is not provided, the claimant then has two years from the accrual of the cause of action in which to file a lawsuit.

During the course of investigation, your entity may find that the claim filed against your agency is valid; there is no question of liability and the damages sought by the claimant(s) are reasonable. If the amount of the claim falls within your self-insured retention, your entity should attempt to settle such claims in a timely and expeditious manner to avoid potential litigation and incurring additional costs.

ii. Claim Settlement (within the SIR)

It is recommended your entity designate and grant settlement authority to a representative (City Manager, City Attorney, Risk Manager, etc.), to resolve claims *within your self-insured retention* when it is advantageous to do so. This delegation of authority can be accomplished either by resolution (**Form F**) or ordinance. (GC § 935.4) A sample general release form (Non-Medicare) is provided for this

purpose (**Form G-1**). PARSAC staff is also available to assist your entity when requested.

BEFORE ANY SETTLEMENT IS MADE, the claimant's Medicare status should be confirmed again. Your third-party administrator does this for you through the Medicare query process using information provided on **Form M**. To be considered a "Non-Medicare" claimant, the individual must not be currently receiving Medicare benefits, has not applied for Medicare benefits, and will not become eligible for benefits within the next 30 months.

Settlements involving Medicare Beneficiaries

It is imperative that the Member Entity adequately protect Medicare's interests by addressing all liens for past treatment and future medical care in the settlement agreement. Be sure to maintain documentation of the evaluation and calculation process.

Members are encouraged to use caution when settling claims with Medicare beneficiaries within the self-insured retention. The Memorandum of Coverage, Exclusion DD, states there is no coverage for additional amounts sought by Medicare after settlement, such as unpaid liens and/or future medical care.

Refer to **Form G-2** for sample release language that must be minimally included in all settlement agreements. Settlement agreements should be prepared by qualified legal counsel who is well versed in Medicare. Please contact PARSAC for further assistance.

E. Insufficient Claims (GC §§ 910.8, 911)

If a claim does not comply with GC §§ 910 and 910.2, then the claim is legally insufficient. (GC § 910.8) An insufficient claim should NOT be rejected. Notify the claimant in writing within 20 days of presentation that the claim is insufficient and state specifically the defects or omission in the claim. This notice must be provided in accordance with GC § 915.4 (**Form H**). The City Council may not take action on the claim for a period of 15 days after such notice is given. If such notice of insufficiency is not given, the Member Entity waives any defense as to the sufficiency of the claim and cannot later claim insufficiency. However, no notice need be given and no waiver shall result when the claim as presented fails to state either an address to which the person presenting the claim desires notices to be sent or the address of the claimant.

The Notice of Insufficiency is a very important tool that can be used as a fact-finding vehicle. A timely filed Notice of Insufficiency can serve to narrow and limit the exposure of the entity. For example, a Notice of Insufficiency precludes a claimant from describing a dangerous condition in general, by compelling the claimant to provide detailed information such as the exact location and specific type of defect. With this information, the Member Entity can begin a thorough investigation of the

claim at its early stage. The Notice of Insufficiency also holds the claimant to a specific theory or theories of the claim. The claimant cannot allege a factual theory in the claim and then allege a different or additional theory later in a complaint. Failure to send a Notice of Insufficiency where a claim uses generalities and vague terms may allow a claimant to later proceed on theories not considered by the Member Entity at the time the claim was submitted.

F. Late Claims (GC §§ 911.3)

GC § 911.2(a) states a claimant has either six (6) months to file a cause of action for death, personal injury, or property damage or one (1) year for any other cause of action against the Member Entity.

- i. Notify Claimant The Claim is Being Returned as Untimely GC § 911.3(a).

Within 45 days after the claim has been presented the entity must give written notice to the person presenting the claim that the claim was not timely filed and that it is being returned without further action. (Form I) The notice will also inform claimants that their only recourse is to apply without delay to the public entity for leave to present a late claim.

Untimely claims should be returned as untimely specifically because they are late. They should NOT be considered on their merits. All legal defenses as to the time limits for presenting a claim are waived by failure to give written notice that the claim is untimely within 45 days after presentation of the claim. GC § 911.3(b),

- ii. Applications For Leave to Present A Late Claim GC § 911.4(a).

If the claim is not presented in a timely manner, the claimant must file an application for Leave to Present a Late Claim, which must be completed as follows:

1. Presented within a reasonable time, not to exceed one (1) year from the cause of action;
2. Includes an attached written claim; and
3. Sets forth any reason for the delay in presenting the claim.

In certain limited situations, an application may be presented later than one year after accrual of the cause of action if the person who suffered the injury, damage, or loss can show that there was a period of time in which they were mentally incapacitated and without a guardian or conservator.

The Member Entity shall grant or deny an application for acceptance of a late claim within 45 days after it is presented (GC § 911.6(a)) (**Form J**). If no action is taken, it is denied by operation of law. (GC § 911.6(c).)

Applications for late claims can be granted where one or more of the following conditions are applicable:

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the member entity was not prejudiced in its defense of the claim by the failure of the claimant to present the claim in a timely manner; or
2. The person who sustained the alleged injury, damage or loss was a minor during all of the six-month period after the incident or accident; or
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the six-month period after the incident or accident and because of that disability failed to present the claim; or
4. The person who sustained the alleged injury, damage or loss died before the expiration of the time period.

However, it is recommended that you consult with your City Attorney and PARSAC's Litigation Manager prior to resolving an application for a late claim. Applications for late claims have been repeatedly litigated in the courts and have resulted in numerous published and unpublished legal opinions that provide guidance. Without reference to the body of case law developed in this area, it is impossible to determine whether a claimant would be entitled to relief in the court system.

The Member Entity may deny the application for late claim within 45 days using the forms provided by PARSAC (Forms K or L).

iii. Petition For Relief From the Claims Presentation Requirement GC § 946.6.

Claimant has six (6) months from the date the notice is given by the entity that the application for relief from the claim's filing statute is denied, or six months from the date the application is deemed to be denied by operation of law to file a petition relieving petitioner from the timely claims presentation requirements set forth in Government Code §§ 945.4. and 946.6.

The statute requires that the petition be filed with the court that would have had proper jurisdiction over the lawsuit should the petition have been granted.

When a petition is received, you should immediately forward it to the City Attorney or PARSAC's Litigation Manager for handling. In addition, all of the following should be sent with the petition or as soon thereafter as possible:

1. A copy of the application for relief including a copy of the claim;
2. All documents or other items provide by the claimant in support of the application;
3. All documents pertaining to the claim, including any investigation of the incident or accident which is the subject of the claim;
4. All documents, including minutes or transcripts, which provide any insight into the reason(s) why the city council denied the application; and
5. A copy of the notice of denial of the application.

V. **Procedures Upon Receipt of a Lawsuit**

A. How are Lawsuits Served?

Lawsuits are generally served against the Member Entity in one of three ways:

1. By Mail. A copy of the lawsuit can be mailed to the Member Entity along with a form titled a “Notice and Acknowledgement Form.” **DO NOT SIGN AND RETURN THIS FORM.** If this form is signed and returned to the sending party (usually the plaintiff’s attorney) the lawsuit is deemed to have been properly served on the date that document is signed and returned. The unsigned “Notice and Acknowledge Form” should be forwarded, along with a copy of the lawsuit, to PARSAC’s Litigation Manager and the attorney who will be defending the case. This allows the defense attorney adequate time to prepare a response to the lawsuit.
2. By Substitute Service. A lawsuit can be served on the employee by leaving a copy of the lawsuit at the employer’s office during business hours in the employee’s name and then by mailing a copy of the lawsuit to the employee. The suit is considered served only after both tasks are completed and service is effective 10 days after mailing.
3. By Personal Service. A lawsuit may be hand delivered to the Member Entity’s business office. An employee of the entity who is also being sued individually can be served by either of the two above methods.

B. What Should Your Entity do after a Lawsuit is Served?

When served with a lawsuit (summons and complaint), your entity should forward the complaint to your liability claims adjuster, PARSAC’s Litigation Manager and PARSAC immediately but **no later than 7 calendar days** from the date of service. In State Court, a defendant has 30 days from the date of service to file a response and only 20 days in Federal Court. Failure to file a timely response may result in a default judgment; therefore, prompt action is very important.

Upon receipt of the complaint, PARSAC will consult with the Member Entity and then assign the case to the law firm within the approved defense panel who are most

qualified to provide defense for that particular litigation. For example, torts involving law enforcement will only be referred to those law firms that have proven track records and have demonstrated successful litigation in this area.

If your entity maintains a self-insured retention (SIR) of at least \$250,000 or higher, then your entity may select a law firm from among the Defense Panel, except in cases involving police actions. Your entity also has the right to use your own in-house city attorney, who is an employee of the entity, as defense counsel. If the in-house City or Town Attorney is used, there can be no coverage for costs incurred by the Member for salaries, fees, benefits or costs of any nature of the in-house counsel; any such costs do not apply toward the self-insured retention. For those members with an SIR of \$500,000 or higher, a contracted city attorney may serve as defense counsel.

In all cases, defense counsel is required to provide PARSAC and your entity a preliminary report which shall include but is not limited to: an evaluation of liability, their litigation strategy, and a litigation budget. Defense counsel will also submit status reports no later than every 90 days to include: updated strategy for the resolution of the case, a discovery plan, deposition summaries, settlement demands, an assessment of probability of success for each recommended action and updated budget.

C. Defense Panel

The PARSAC Liability Defense Panel was formed to address the litigation needs of each member in a cost-effective manner. The objective is to assign cases to lawyers that are most qualified to handle the defense of public entity tort liability. As a pool, each member has a vested interest in protecting and preserving the assets of the entire organization.

The Panel was selected based on each lawyer's demonstrated success in their area(s) of specialty. PARSAC will work with the member in selecting defense counsel for each case. To ensure the best possible outcome, each case will be assigned to the most qualified attorney based upon the facts and circumstances of the case.

THERE IS NO COVERAGE FOR ANY CASE THAT IS DEFENDED BY A FIRM THAT WAS NOT APPROVED OR ASSIGNED BY PARSAC.

The maximum rate that PARSAC will pay for defense counsel is \$225, unless otherwise approved in advance. If a member selects a firm or attorney whose rate is higher than the maximum, the member will be responsible for the additional cost. This additional cost will not reduce the member's self-insured retention.

On occasion, a lawsuit may be presented which does not contain any covered actions. However, cases are often amended and these amendments may trigger coverage. Members are encouraged to use a Defense Panel attorney for defense of all lawsuits. In the event that PARSAC's coverage position changes to offer partial or full coverage, a Defense Panel attorney must be assigned as defense counsel. In addition, fees incurred by a non-Panel firm or attorney do not reduce the self-insured retention.

VI. Conclusion

This claims manual is provided to your entity as an overview of the claims/litigation process and offers suggestions and methods for the timely handling claims and suits. It is not intended to be a detailed analysis of all aspects of the legal process. Adherence to the guidelines in this manual as well as the requirements of the Memorandum of Coverage helps to ensure your entity is in compliance with statutory requirements and protects your interests as well as PARSAC's.

Should you have any questions regarding this manual, or require assistance to process a claim or suit, please give us a call at 800-400-2642.

FORM A

(Insert Name of Entity)

NOTICE OF SERIOUS INCIDENT

PRIVILEGED AND CONFIDENTIAL IN ANTICIPATION OF LITIGATION

TO: Third Party Administrator
(INSERT CONTACT INFO)

AND

PARSAC
1525 Response Road, Suite 1
Sacramento, CA 95815
Fax: 916-927-3075

DATE/TIME OF LOSS: _____

DEPARTMENT LOCATION CODE: _____

COMMENTS TO ADJUSTER: _____

INJURED'S NAME: _____

ADDRESS: _____ PHONE: _____

INJURED'S ATTORNEY: _____

ADDRESS: _____ PHONE: _____

WITNESS: _____

EMPLOYEE INVOLVED/CONTACT: _____

ADDRESS: _____ PHONE: _____

LOCATION OF OCCURRENCE: _____

DESCRIPTION OF OCCURRENCE/DAMAGE: _____

DESCRIPTION OF CLAIMANT'S INSURANCE: _____

POLICE/CHP REPORT #: _____ ENTITY VEHICLE/DRIVER #: _____

ENCLOSURES (circle): POLICE REPORT PHOTOS INTERNAL REPORTS

(attach additional pages as needed)

LIST ATTACHMENTS: _____

Date: _____

Submitted by: _____ Phone: _____
(FULL NAME: Please Print Clearly)

Title: _____ Department: _____

FORM B

CITY/TOWN CLERK'S DATE STAMP:

(Name of Entity)

LIABILITY
CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

RETURN TO:

DISTRIBUTION:

- CITY/TOWN ADMINISTRATOR
- CITY/TOWN ATTORNEY
- FINANCE DEPT. (ORIGINAL)
- INSURANCE ADJUSTER
- DEPT: _____
- CITY/TOWN CLERK'S LOG

1. *Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence (Gov. Code §911.2).*
2. *Claims for damages to real property must be filed not later than one (1) year after the occurrence (Gov. Code §911.2).*
3. **READ ENTIRE CLAIM FOR BEFORE FILING**
4. **ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS**

CLAIMANT INFORMATION:

FULL NAME

DATE OF BIRTH

HOME ADDRESS INCL. CITY, STATE & ZIP

() _____
HOME TELEPHONE NO.

BUSINESS ADDRESS INCL. CITY, STATE & ZIP

() _____
BUSINESS TELEPHONE NO.

ADDRESS AT WHICH CLAIMANT DESIRES TO RECEIVE
NOTICES OR COMMUNICATIONS REGARDING THIS CLAIM
(if different from home address provided above):

1. WHEN DID DAMAGE OR INJURY OCCUR? DATE: _____ TIME: _____ AM PM
2. PLACE OF ACCIDENT (OCCURRENCE) **BE SPECIFIC** – *Describe fully and (if applicable) locate on diagram on reverse side of this sheet. Where appropriate, give street names and addresses, measurements and landmarks.*

3. HOW DID DAMAGE OR INJURY OCCUR?

4. WERE POLICE AT THE SCENE? YES NO WERE PARAMEDICS AT THE SCENE? YES NO

FORM B

(Name of Entity)

LIABILITY CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Page 2

5. WHAT PARTICULAR ACT OR OMISSION DO YOU CLAIM CAUSED THE INJURY OR DAMAGES? *Give the name of the city/town employee causing the injury or damage, if known.*

6. GIVE TOTAL AMOUNT OF CLAIM *Include estimate of amount of any prospective injury or damage* \$ _____

HOW WAS THE ABOVE AMOUNT COMPUTED? *Be specific, list doctor bills, repair estimates, etc. Please attach 2 estimates.*

DAMAGES INCURRED TO DATE:

Item/Date: _____ Amount: \$ _____

TOTAL AMOUNT CLAIMED AS OF PRESENTATION OF THIS CLAIM: \$ _____

ESTIMATED PROSPECTIVE DAMAGES, AS FAR AS KNOWN:

Item/Date: _____ Amount: \$ _____

TOTAL ESTIMATED AMOUNT PROSPECTIVE DAMAGES: \$ _____

7. WITNESSES TO DAMAGE OR INJURY *List all persons known to have information (attach additional pages, if necessary)*

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

TELEPHONE: () _____

TELEPHONE: () _____

8. IF INJURED, PROVIDE NAME, CONTACT INFORMATION AND DATE/TIME DOCTOR(S) OR HOSPITAL(S) VISITED:

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

TELEPHONE: () _____

TELEPHONE: () _____

DATE: _____ TIME: _____ AM PM

DATE: _____ TIME: _____ AM PM

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

TELEPHONE: () _____

TELEPHONE: () _____

DATE: _____ TIME: _____ AM PM

DATE: _____ TIME: _____ AM PM

FORM B

(Name of Entity)

LIABILITY CLAIM FOR DAMAGES TO PERSON OR PROPERTY

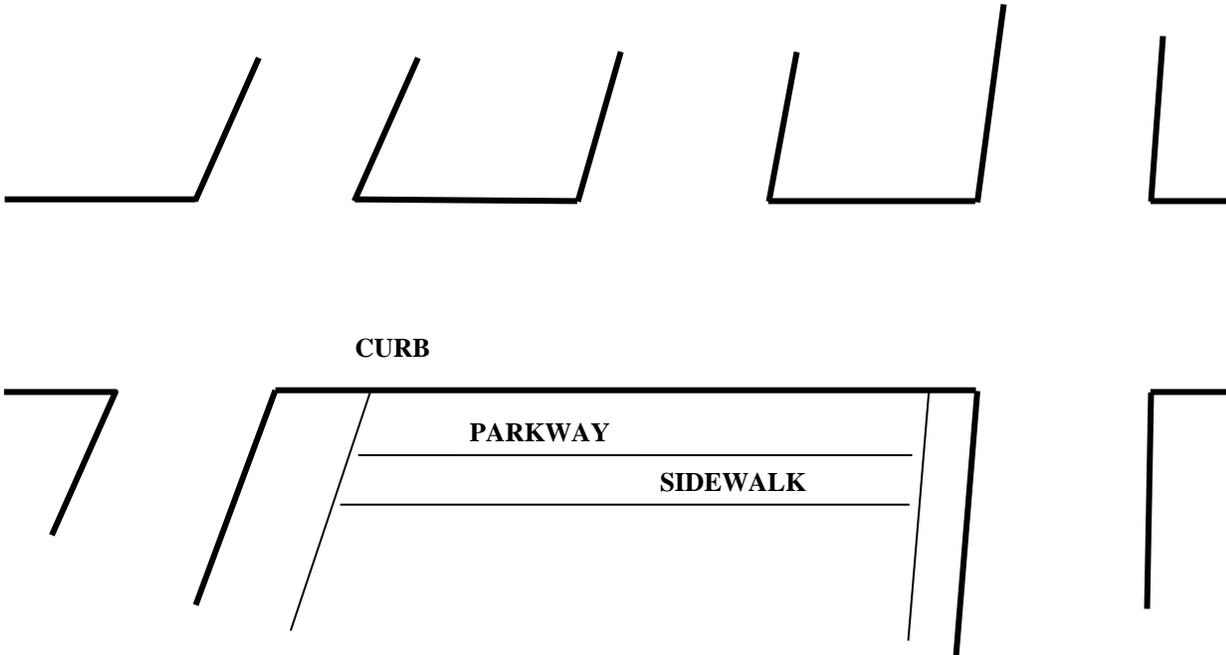
Page 3

9. PLEASE READ THE FOLLOWING CAREFULLY:

For all vehicle accident claims, place on the following diagram, the names of streets, including NORTH, EAST, SOUTH AND WEST directions. Indicate place of accident by "X" and by showing house numbers or distances to street corners.

If a city/town vehicle was involved, designate by letter "A" location of the City/Town vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City/Town vehicle; location of City/Town vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

⇒ **NOTE: IF THE DIAGRAM BELOW DOES NOT FIT THE SITUATION, PLEASE ATTACH A PROPER DIAGRAM SIGNED BY THE CLAIMANT.**



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF; AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HEREIN STATED UPON MY INFORMATION AND BELIEF; AND AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE.

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNATURE OF CLAIMANT OR AGENT

TYPE OR PRINT NAME

DATE

RELATIONSHIP TO CLAIMANT

NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY (CA PENAL CODE 72)

FORM C

(Name of Entity)

NOTICE OF REJECTION

The following text should be typed on city letterhead to notify a potential claimant that his/her claim has been rejected on its merits; not because the claim is late or that the claim is insufficient in contents. If used, this form must be mailed within 45 days of presentation of the claim.

(Date)

(Claimant's Notice Address – Form B)

Dear _____:

Thank you for your recently submitted claim in the matter of

As you know, we are guided by state law and are obligated to pay claims where there is liability on our part. We have reviewed all of the information submitted to us related to your claim and have endeavored to be absolutely fair in considering your case. Your claim, which was presented to the _____ on _____, is hereby rejected.

WARNING: Subject to certain exceptions, you have only six months from the date this notice was personally delivered or mailed to file a court action regarding this claim (Government Code Section 945.6). You may, of course, seek an attorney's advice on this matter. If you plan to consult an attorney, you should do so immediately.

If you have any questions about the claim or this denial of liability, please call the undersigned.

Very truly yours,

City/Town Manager
(or designated deputy)

FORM D

(Name of Entity)

NOTICE OF FULL PAYMENT OF CLAIM

The following text should be typed on city letterhead to notify a potential claimant that his/her claim has been accepted and full payment will be made. This notice must be sent within 45 days of presentation of the claim.

(Date)

(Claimant's Notice Address – Form B)

Dear _____:

Thank you for your recently submitted claim in the matter of

Notice is hereby given that your claim, which was presented to the City/Town of _____
_____ on _____, was allowed for the full amount of the claim. A warrant for the
claim amount will be sent to the above address within _____ days from this notice.

WARNING: Please be advised that pursuant to Sections 128.5 et seq. and 1038 of the California Code of Civil Procedure, the City/Town of _____ will seek to recover all costs of defense in the event a legal action is filed on the matter and it is determined that the action was not filed in good faith and with reasonable cause, or as otherwise determined to justify the imposition of attorney's fees and costs of suit pursuant to such sections, as well as any other sections or laws inuring to the benefit of the City/Town of _____, its officers, officials, employees, agents, or representatives.

PROOF OF SERVICE

On _____, I served the within NOTICE OF FULL PAYMENT OF CLAIM on the claimant by placing a true copy thereof enclosed in a sealed envelope in the outgoing mail addressed as requested by the claimant.

I declare under penalty of perjury that the foregoing is true and correct. Executed at _____, California on _____.

(Type or Print Name)

(Signature)

FORM E

(Name of Entity)

NOTICE OF PARTIAL PAYMENT OF CLAIM

The following text should be typed on city letterhead to notify a potential claimant that his/her claim has been partially accepted and payment will be made. This notice must be sent within 45 days of presentation of the claim.

(Date)

(Claimant's Notice Address – Form B)

Dear _____:

Thank you for your recently submitted claim in the matter of

Notice is hereby given that your claim, which was presented to the City/Town of _____ on _____, was allowed for the amount of _____ only and rejected as to the balance. Please contact the person whose name appears at the bottom of this document within _____ days to arrange payment.

WARNING:

Subject to certain exceptions, you have six (6) months from the date this Notice of Rejection was personally delivered to you or deposited in the mail to file a court action on this claim (Government Code Section 945.6). You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

This Notice of Rejection of Claim applies only to claims under state law and shall not extend any time limits as may be imposed upon the claimant(s) for pursuit of the claimant(s)' rights under federal laws, statutes, or other sources of rights of recovery in favor of claimant(s).

Please also be advised that pursuant to Sections 128.5 et seq. and 1038 of the California Code of Civil Procedure, the City/Town of _____ will seek to recover all costs of defense in the event a legal action is filed on the matter and it is determined that the action was not filed in good faith and with reasonable cause, or as otherwise determined to justify the imposition of attorney's fees and costs of suit pursuant to such sections, as well as any other sections or laws inuring to the benefit of the City/Town of _____, its officers, officials, employees, agents, or representatives.

PROOF OF SERVICE

On _____, I served the within NOTICE OF FULL PAYMENT OF CLAIM on the claimant by placing a true copy thereof enclosed in a sealed envelope in the outgoing mail addressed as requested by the claimant.

I declare under penalty of perjury that the foregoing is true and correct. Executed at _____, California on _____.

(Type or Print Name)

(Signature)

FORM F

SAMPLE RESOLUTION

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL/BOARD OF

(Name of Entity)

DELEGATING TO THE _____
(Name of Position)

AUTHORITY TO ADMINISTER AND MANAGE CLAIMS
AND ACTIONS AGAINST THE _____
(Name of Entity)

OR ITS OFFICERS OR EMPLOYEES AND CLAIMS AND
ACTIONS OF _____
(Name of Entity)

BE IT RESOLVED by the City Council/Board of _____
(Name of Entity)

as follows:

1. The position of _____ is hereby authorized to allow, deny, allow in part, settle or compromise any claims or action for money or damages against the City/Town of _____, its officers or employees, provided its disposition is not otherwise directed by the City Council/Board or by statute, ordinance, resolution, insurance policy or self-insurance pooling agreement, subject to the following conditions:
 - a. The amount to be paid pursuant to such allowance, settlement or compromise does not exceed _____ (up to \$50,000).
 - b. If the amount to be paid exceeds the authorized amount of _____, the approval of the City Council/Board must first be obtained.
 - c. If the claim is in litigation, the concurrence of the City Attorney or other legal counsel retained by the City/Town of _____ representing the City/Town of _____, or its officers or employees is obtained.

2. The position of _____ is hereby authorized to collect, settle, compromise, release or dismiss any claim of the City/Town of _____, provided its disposition is not otherwise directed by the City Council/Board or by statute, ordinance, resolution, insurance policy or agreement, subject to the following conditions:

- a. The amount of the claim does not exceed _____ (up to \$50,000); if it does, the amount to be paid is not less than ninety (90) percent of the amount of the claim.
 - b. If the amount of the claim exceeds the authorized amount of _____, and the amount to be paid is less than ninety (90) percent of the amount of the claim, approval of the City Council/Board must first be obtained.
 - c. If the claim is in litigation, the concurrence of the City Attorney or other legal counsel retained by the City/Town of _____ representing the City/Town of _____, or its officers or employees is obtained.
3. The position of _____ is hereby authorized and directed to perform all functions of the City Council/Board, which are provided for in Part 3 (commencing with Section 900) and Part 4 (commencing with Section 940) Division 3.6, Title 1, California Government Code, or in _____ (if applicable) Municipal Code, subject to the conditions and limitations set forth above.
4. The position of _____ is hereby authorized to delegate his/her authority as set forth above, or any part thereof, subject to such conditions as he/she may deem appropriate, to any subordinate officer or employee of the City/Town of _____.

ADOPTED this _____ day of _____, _____.

ATTEST:

(Name), Clerk of Council/Board

(Name), Mayor

APPROVED AS TO FORM:

(Name), City Attorney/Counsel

ADOPTED BY THE FOLLOWING VOTE:

AYES: _____

NOES: _____

ABSENT: _____

FORM G-1

GENERAL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of _____ Dollars (\$____) to be paid to _____ and _____, his attorney do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge CITY/TOWN OF _____, ITS EMPLOYEES, AGENTS, AND ASSIGNS and his, her, their, or its agents servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the _TH DAY OF _____, 20__ at or near _____, CALIFORNIA.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

“1542. Certain Claims not affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned’s judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that terms of this Release are contractual and not a mere recital.

The undersigned agrees that any and all known liens against me, which relate in any manner to the damages or considerations which are the subject of this case have been paid and satisfied in full, or will be satisfied from the proceeds of the settlement. I further agree that all liens, if any, will be paid by me without any payment by any of the parties or entities who are being released by this Agreement and that I will hold the Releasee harmless and indemnify it/them from any claims related to this case that might be brought by those lien holders. Without limiting my responsibility, this includes liens of governmental entities, Medicare, or insurance liens and any liens of attorneys.

The undersigned agrees that the following amount of the settlement, \$_____ is allocated to future medical expenses to be incurred by reason of this matter. I agree to satisfy such future medical expenses from the settlement proceeds paid pursuant to the settlement of this matter. The undersigned further warrants and represents that I am not presently a Medicare beneficiary, nor do I have any expectation that I will become a Medicare beneficiary at any time during the next 30 months, nor do I have an application for Medicare benefits pending.

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, 20_____.

CAUTION: READ FULLY BEFORE SIGNING BELOW

Attorney	X _____ LS
Witness	_____ LS
Witness	_____ LS

FORM G-1

GENERAL RELEASE OF ALL CLAIMS

Notary Addendum

STATE OF CALIFORNIA COUNTY OF

On the _____ day of _____, 20__ before me personally appeared to be known to be the person(s) named herein and who executed the foregoing General Release of all Claims and acknowledged to me that voluntarily executed the same.

[AFFIX SEAL BELOW]

NOTARY PUBLIC

Term expires _____, 20_____.

FORM G-2

Medicare Sample Release Language

*Reviewed by Greg O'Dea, Esq.
Longyear, O'Dea & Lavra, LLP*

The following language should be inserted in ALL RELEASES to address Medicare liens:

The undersigned agrees that any and all known liens against me, which relate in any manner to the damages or considerations which are the subject of this case have been paid and satisfied in full, or will be satisfied from the proceeds of the settlement. I further agree that all liens, if any, will be paid by me without any payment by any of the parties or entities who are being released by this Agreement and that I will hold the releasee harmless and indemnify it/them from any claims related to this case that might be brought by those lien holders. Without limiting my responsibility, this includes liens of governmental entities, Medicare, or insurance liens and any liens of attorneys.

The following additional language may be required based the case:

In cases where there is a likelihood of future medical expenses, but not enough to warrant establishing a Medicare Set Aside Account, the following language may be included:

The Undersigned acknowledges that the undersigned is a current Medicare beneficiary, [or may become one in the foreseeable future]. The Parties have considered Medicare's interests in maintaining Medicare's secondary payer status in connection with this settlement. In that regard, the undersigned agrees that the following amount of the settlement, \$_____ is allocated to future medical expenses to be incurred by reason of this matter. I agree to satisfy such future medical expenses from the settlement proceeds paid pursuant to the settlement of this matter. I agree that the payment identified above is intended to ensure that I have funds for future medical care which are primary to any Medicare obligation consistent with U.S.C. 1395y(b) and 42 C.F.R. 411.

The Undersigned agrees to indemnify and hold harmless Defendant and Defendant's insurers or public entity risk sharing pools participating in this matter for any failure to recognize Medicare's interests with respect to the settlement payment.

In cases where there is a substantial amount of future medical expenses that comprise the settlement amount, consideration should be given to establishing a Set Aside Account, funded by cash payment or by an annuity.

The Undersigned acknowledges that the undersigned is a current Medicare beneficiary, [or may become one in the foreseeable future]. The Parties have considered Medicare's interests in maintaining Medicare's secondary payer status in connection with this settlement. In that regard, the undersigned agrees that the following amount of the settlement, \$_____ is allocated to future medical expenses to be incurred by reason of this matter. This portion of the settlement proceeds will be placed in an account for the purpose of satisfying such future medical expenses as they are incurred. The

FORM G-2

establishment of the Medicare Set Aside Account (MSA) and use of the funds in the MSA are intended to ensure that the undersigned has the funds for future medical care which are primary to any Medicare obligation consistent with U.S.C. 1395y(b) and 42 C.F.R. 411. The terms and conditions of the Account are set forth in Exhibit A attached hereto.

The Undersigned agrees to indemnify and hold harmless Defendant and Defendant's insurers or public entity risk sharing pools participating in this matter for any failure to recognize Medicare's interests with respect to the settlement payment.

FORM G-3

RELEASE OF ALL PROPERTY CLAIMS

(California Form)

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of _____ dollars (\$ _____) to be paid to _____ do/does hereby, and for my/our/its heirs, executors, administrators, successors and assignees, release, acquit and forever discharge administrators and all other persons, firms, corporations, associations or partnerships of and from any all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the Undersigned now has/have or which hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the _____ day of _____, _____ at or near _____.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

“1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The Undersigned declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the Undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

(§556). “False or fraudulent claim; penalty. It is unlawful to:

- (a) Present or cause to be presented any false or fraudulent claim for the payment of a loss under a contract of insurance.
(b) Prepare, make, or subscribe any writing, with intent to present or use same, or allow it to be presented or used in support of any such claim.

Every person who violates any provision of this section is punishable by imprisonment in the State prison not exceeding three years, or by fine not exceeding one thousand dollars, or both (Stats. 1935, c. 145.p. 511 § 558).”

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, _____

CAUTION: READ BEFORE SIGNING BELOW

Witness _____ Claimant _____

Witness _____ Claimant _____

Witness _____ Claimant _____

STATE OF _____ SS# _____

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared _____ to me known to be the person(s) named herein and who executed the foregoing Release and acknowledged to me that _____ voluntarily executed the same.

My term expires: _____

NOTARY PUBLIC

FORM H

(Name of Entity)

**NOTICE OF INSUFFICIENCY OF CLAIM
AND RETURN WITHOUT ACTION**

The following text should be typed on city letterhead to notify a potential claimant that his/her claim is insufficient. This notice must be mailed within 20 days of presentation of the claim.

Today's Date: _____
Date of Claim: _____
To: _____

This is to advise you that your claim has been reviewed, evaluated, and found to be deficient for the reason(s) circled below:

1. The Claim fails to state the name and mailing address of the claimant.
2. The Claim is not signed.
3. The Claim fails to state the mailing address to which the person desires notices to be sent.
4. The Claim does not provide enough information to determine when, where, and/or how the incident/accident occurred.
5. The Claim does not provide enough information to determine what the loss, damage or injury is.
6. The Claim does not provide enough specific information to determine what, if anything, the public entity did or failed to do to create liability exposure.
7. The Claim does not comply with Government Code §910(f) as to the amount sought or the court of appropriate jurisdiction.
8. The Claim does not provide the name(s) of any of our employees who may be responsible for the incident/accident.
9. The Claim does not provide the claimant's birth date.

The Claim will not be acted upon for fifteen (15) days from the date of this Notice to allow for your amendment of this Claim.

WARNING: A Claim that is deficient or does not contain sufficient information, as required by law, may not be considered to have been filed in a timely manner and may prevent the prosecution of a lawsuit based on the incident/accident which is the subject of this Claim.

PROOF OF SERVICE

On _____, I served the within NOTICE OF INSUFFICIENT CLAIM on the claimant by placing a true copy thereof enclosed in a sealed envelope in the outgoing mail addressed as requested/provided by the claimant.

I declare under penalty of perjury that the foregoing is true and correct. Executed at _____
_____, California on _____.

(Type or Print Name)

(Signature)

FORM I

(Name of Entity)

NOTICE OF LATE CLAIM

The following text should be typed on city letterhead to notify a potential claimant that his/her claim was received late without an accompanying Application for Leave to File a Late Claim. This notice must be sent within 45 days of presentation of claim or the entity waives its defense based on time limit.

(Date)

(Claimant's Notice Address – Form B)

RE: RESPONSE TO YOUR LATE CLAIM FILED WITH THE CITY OF _____

Dear _____:

The claim (or material) which you presented to the City of _____ on _____ is being returned to you herewith, without any action having been taken by the City Council.

The claim (or material) is being returned because it was not presented within the time required by law. See California Government Code §§911.2 to 912.2 and 946.6. Your only recourse at this time is to file a written application for leave to present a late claim as required by the Government Code. After this application has been received by the City Council, it will be reviewed and considered.

Due to legal time requirements, this should be done without delay. To determine if you have a further remedy, or whether other procedures are open to you, you may wish to consult with an attorney of your choosing. If you consult with an attorney, you should do so immediately.

Very truly yours,

City/Town Manager
(or designated deputy)

FORM J

(Name of Entity)

**NOTICE OF BOARD ACTION
ON APPLICATION FOR RELIEF
FROM THE CLAIM'S STATUTE**

The following text should be typed on city letterhead to notify a potential claimant that his/her claim was acted upon. This notice must be sent within 45 days of presentation of application for leave to file a late claim.

(Date)

(Claimant's Notice Address – Form B)

Dear _____:

Please be advised that on _____ the City/Town of _____ granted your application for relief from the claim's filing statute, which was filed with the Board on _____ and therefore has accepted your claim for processing.

After your Claim is evaluated, you will receive additional notice from this office as to the status of your Claim.

PROOF OF SERVICE

On _____, I served the within NOTICE OF BOARD ACTION ON APPLICATION FOR RELIEF FROM THE CLAIM'S STATUTE on the claimant by placing a true copy thereof enclosed in a sealed envelope in the outgoing mail addressed as requested by the claimant.

I declare under penalty of perjury that the foregoing is true and correct. Executed at _____, California on _____.

(Type or Print Name)

(Signature)

FORM K

(Name of Entity)

DENIAL OF LATE CLAIM

The following text should be typed on city letterhead and used to deny late claims presented within one year of accrual with an accompanying application for leave to present a late claim. This notice must be mailed within 45 days of presentation of application for leave to present a late claim.

(Date)

(Claimant's Notice Address – Form B)

RE: DENIAL OF APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM

Dear _____:

Your Application for Leave to Present a Late Claim was presented to the City Council of the City/Town of _____ on _____ and was denied on _____.

WARNING: If you wish to file a court action on this matter, you must first petition the appropriate court for an order relieving you from the provisions of California Government Code §945.4. Also, see Government Code §946.6. Such petition must be filed with the court within six (6) months from the date your Application for Leave to Present a Late Claim was denied.

You may seek the advice of an attorney of your choosing in connection with this matter. If you consult an attorney, you should do so immediately.

Very truly yours,

City/Town Manager
(or designated deputy)

FORM L

(Name of Entity)

REJECTION – OVER ONE YEAR

The following text should be typed on city letterhead and used to reject late claims, with an accompanying application for leave to present a late claim, presented after one year from accrual. This notice must be sent within 45 days of presentation of application for leave to file a late claim.

(Date)

(Claimant's Notice Address – Form B)

RE: DENIAL OF APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM

Dear _____:

The Application for Leave to Present a Late Claim, which you presented to the City Council of the City/Town of _____ on _____ is being returned to you herewith, without any action having been taken on it by the City Council.

The Application is being returned because it was not presented within the time required by law.

To determine whether you have any further remedy or whether further procedures are open to you, you may wish to consult with an attorney of your choosing. If you consult an attorney, you should do so immediately.

Very truly yours,

City/Town Manager
(or designated deputy)

FORM M

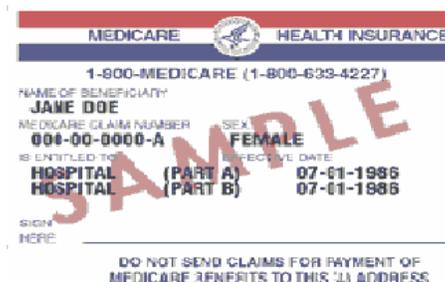
Sample Request for Medicare Information

The Centers for Medicare & Medicaid Services (CMS) is the federal agency that oversees the Medicare program. Many Medicare beneficiaries have other insurance in addition to their Medicare benefits. Sometimes, Medicare is supposed to pay after the other insurance. However, if certain other insurance delays payment, Medicare may make a “conditional payment” so as not to inconvenience the beneficiary, and recover after the other insurance pays.

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), a new federal law that became effective January 1, 2010, requires that liability insurers (including self-insurers), no-fault insurers, and workers’ compensation plans report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to assist CMS and other insurance plans to properly coordinate payment of benefits among plans so that your claims are paid promptly and correctly.

**We are asking you to the answer the questions below
so that we may comply with this law**

Please review this picture of the Medicare card to determine if you have, or have ever had, a similar Medicare card.



Section I

Are you presently, or have you ever been, enrolled in Medicare Part A or Part B?												<input type="checkbox"/> Yes		<input type="checkbox"/> No																	
<i>If yes, please complete the following. If no, proceed to Section II.</i>																															
Full Name: <i>(Please print the name exactly as it appears on your SSN or Medicare card if available.)</i>																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> </table>																															
Medicare Claim Number:												Date of Birth (Mo/Day/Year)		-		-															
Social Security Number: <i>(If Medicare Claim Number is Unavailable)</i>												-		-		Sex		<input type="checkbox"/> Female		<input type="checkbox"/> Male											

Section II

I understand that the information requested is to assist the requesting insurance arrangement to accurately coordinate benefits with Medicare and to meet its mandatory reporting obligations under Medicare law.

Claimant Name (Please Print): _____ Claim Number: _____

Name of Person Completing This Form (Please Print): _____

Signature of Person Completing This Form _____ Date _____

If you have completed Sections I and II above, stop here. If you are refusing to provide the information requested in Sections I and II, proceed to Section III.

PROOF OF SERVICE BY MAIL
C.C.P. SECTIONS 1013(A), 1013A AND 2015.5

I am a citizen of the United States and a resident of the County of _____.
I am over the age of 18 years and have no personal connection to the claim referenced
herein; my business address is _____
in _____, California.

I am familiar with this Company's practice whereby the mail, after being placed
in a designated area, is given the appropriate postage and is deposited in a U. S. Mailbox
in the County of _____, California, after the close of the day's
business.

On _____, I served the within:

(here insert name of document served)

on all parties addressed in the letter by placing a true copy thereof enclosed in a
sealed envelope in the designated area for outgoing mail addressed as set forth below:

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed on _____ at _____,
California.
