



RESPONSES TO MLAC QUESTIONS

To: Oregon Management-Labor Advisory Committee
From: Michael Selvaggio, for United Food and Commercial Workers Local 555 (“UFCW”)
Date: March 29, 2021

In the course of my testimony to MLAC of March 26 on Senate Bill 801 and Senate Bill 802, I was asked to provide several items back to the Committee, which are either in-line below or attached to this letter.

1. Claims Data

Claims data was aggregated from the weekly reports from the Workers Compensation Division within the Department of Consumer and Business Services. Data that we have used in order to develop analyses are attached to this letter, and are continually updated with new weekly information.

There may have been some confusion as to where our analysis values were coming from. We used the DCBS data to create a statistical model and then calculated those values based on commonly-accepted statistical regression analysis methods.

The “R-squared” value, giving an indication of how well the regression line predicts actual data, is given by:

$$\begin{aligned} R^2 &= 1 - \frac{\text{sum squared regression (SSR)}}{\text{total sum of squares (SST)}}, \\ &= 1 - \frac{\sum (y_i - \hat{y}_i)^2}{\sum (y_i - \bar{y})^2}. \end{aligned}$$

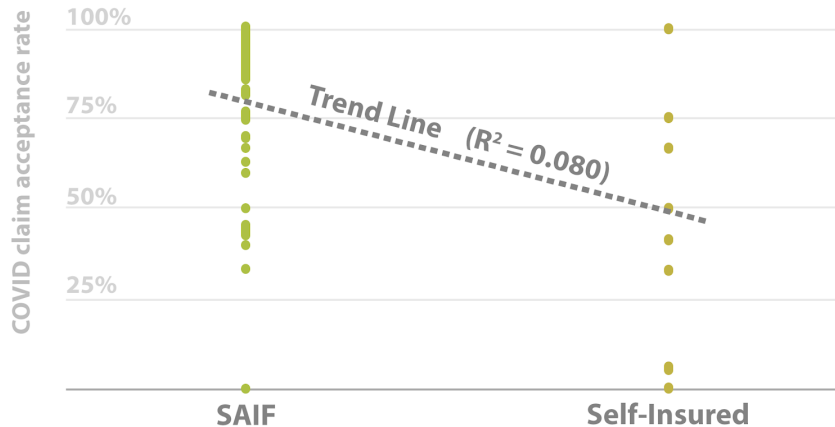
Our “P-value” then basically measures the chances that our correlation would be as strong if the “Null Hypothesis” (in this case, that there is no significant relationship between type of insurer and claims approvals) were true. Therefore, the lower the P-value, the more likely there is a significant relationship between our variables. In this

case, our P-value was zero. The calculation of P-value is a multi-step process beginning with:

$$z_0 = \frac{\hat{p} - p_0}{\sqrt{\frac{p_0(1 - p_0)}{n}}}$$

Where \hat{p} is the sample proportion, p_0 is assumed population proportion in the Null Hypothesis, n is the sample size, and z_0 is a statistical value that will correspond to the next step in the analysis. (This process is almost always automated!)

The resulting data showed a significant relationship between SAIF-vs-Self-insurers illustrated by the following chart:



If MLAC has been presented with different data, or if MLAC's data yield a different result when subjected to standard statistical modeling, UFCW Local 555 would be interested to examine that disparity.

2. Do other states ban Workers Compensation self-insurance?

As per the Self-Insurance Institute of America (SIIA):

"A small number of states do not permit employers to operate self-insured plans, forcing all companies to either buy commercial insurance or participate in the state fund." (siiia.org)

Per the International Risk Management Institute, Inc. (imri.com), two states completely prohibit self-insurance for workers compensation:

- North Dakota
- Wyoming

Further, the following states prohibit group self-insurance for workers compensation:

- Alaska
- District of Columbia
- Idaho
- Indiana
- Nebraska
- New Jersey (*permitted only for hospitals and certain public entities*)
- Ohio
- South Dakota
- Texas
- Utah
- Washington (*permitted only for school districts and nonprofit hospitals*)
- West Virginia
- Wisconsin

3. Testimonials from workers

Attached to this letter are two anonymized accounts from workers in the retail industry that describe their experiences with regard to workers compensation.

Please note that UFCW Local 555 is in close and regular contact with these workers, and any adverse employment actions will be closely monitored.

4. Testimony Re: Manager Bonuses

I have attached a copy of testimony prepared for the Senate Committee on Labor and Business that was presented orally on Tuesday March 23, and which I was using to guide my testimony to MLAC on Friday, March 26.

However, this testimony does not include a portion regarding store manager financial incentives, which I was asked to put in writing. For the record:

UFCW Local 555 is concerned that some managers in the retail sector have bonuses structured so that they are, in part, determined by the disposition of Workers Compensation claims.

Based on UFCW's direct interactions with employers through the grievance process and other negotiations, it has been conveyed to us that Workers Compensation liabilities for some self-insured employers are attributed to specific stores and adversely affects that store's financial metrics for the purpose of calculating manager bonuses. This would create a troubling perverse incentive for managers to be personally biased against the filing of claims.

If this is not the case for any employer, we would ask the appropriate industry representative (such as OBI or NWGA) to clarify that in writing so that we may correct the record.

5. Concerns about impairment of contracts

Opponents referenced *United States Trust Company v New Jersey*, 431 U.S. 1 (1977). UFCW Local 555 points out that the decision in fact supports UFCW's position.

The crux of this case was how to appropriately weigh a state's "reserved powers" of regulation against the sanctity of prior covenants. It is important to note here that the prevailing party -- the United States Trust Company -- was a bondholder of financial instruments that were affected by a New Jersey law diverting certain Port Authority revenues.

In delivering the Court's decision, Justice Blackmun states:

"Although the Contract Clause appears literally to proscribe "any" impairment, this Court observed in *Blaisdell* that "the prohibition is not an absolute one and is not to be read with literal exactness like a mathematical formula." 290 U.S. at 290 U. S. 428. **Thus, a finding that there has been a technical impairment is merely a preliminary step in resolving the more difficult question whether that impairment is permitted under the Constitution.** In the instant case, as in *Blaisdell*, we must attempt to reconcile the strictures of the Contract Clause with the "essential attributes of sovereign power," *id.* at 290 U. S. 435, necessarily reserved by the States to safeguard the welfare of their citizens. *Id.* at 290 U. S. 434-440." (emphasis added)

Essentially, the case underscored the principle that despite the Contracts Clause, states retain various powers necessary to "safeguard the welfare of their citizens." Or, to put it more succinctly:

"The States must possess broad power to adopt general regulatory measures without being concerned that private contracts will be impaired, or even destroyed, as a result. Otherwise, one would be able to obtain

immunity from state regulation by making private contractual arrangements.”
(emphasis added)

In the above case, the Court sided with the Trust because the existing contract and the affecting legislation were primarily financial in nature, and not subjects of broad regulatory determinations:

“Such a promise is purely financial, and thus not necessarily a compromise of the State's reserved powers.”

As such, the broader regulatory decision as to workers compensation systems would not have been held to the same scrutiny as in this decision, and in fact the opinion deftly outlines that states may in fact exercise broad regulatory powers without running afoul of the contracts clause.

Opponents also cite *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234 (1978), which again acknowledges the ability of a state to enact broad regulatory measures and was resolved in favor of the plaintiff only because the state's actions did not meet the criteria that are in fact met with SB 801 and SB 802.

Justice Stewart acknowledges that “it does not inexorably follow that the Act, as applied to the company, violates the Contract Clause of the Constitution,” and goes on to cite prior case law:

“First of all, it is to be accepted as a commonplace that the Contract Clause does not operate to obliterate the police power of the States. "It is the settled law of this court that the interdiction of statutes impairing the obligation of contracts does not prevent the State from exercising such powers as are vested in it for the promotion of the common weal, or are necessary for the general good of the public, though contracts previously entered into between individuals may thereby be affected. This power, which in its various ramifications is known as the police power, is **an exercise of the sovereign right of the Government to protect the lives, health, morals, comfort and general welfare of the people, and is paramount to any rights under contracts between individuals.**”

Opponents stated to MLAC that in this case, the Court determined that “the test is whether the impairment is -- quote-- substantial and severe.” However, that's not quite the full story! The Court did indeed establish a test to determine if a law impairing an existing contract was in fact justified under the contracts clause, but the “substantial and severe” test was merely the first hurdle. Upon determining that a law constituted a substantial and severe impairment, the Court then turned to the following criteria:

- Is the law ‘enacted to deal with a broad, generalized economic or social problem’?

- Does the law “operate in an area already subject to state regulation”?
- Is the law narrowly tailored to meet its objective?

In the case of the Allied Structural Steel Company, the state of Minnesota failed to meet any of these criteria. However, Senate Bill 801 and Senate Bill 802 clearly do:

- Proponents have delivered both quantitative and qualitative data describing the breadth of the problem at hand.
- The State of Oregon already plays a significant role in the regulation of Workers Compensation programs.
- The laws are tailored narrowly in that SB 801 in fact preserves self-insured plans with changes only to the claims processing element, while SB 802 addresses only specific circumstances of coverage.

In sum, the cases referenced by the opponents in no way imply that these policies would run afoul of case law, and in fact illustrate the Court’s express determination that states retain these types of regulatory powers.

6. Concerns about the Sherman Act and restraint of trade

Opponents bring up concerns about SB 801 running afoul of the Sherman Antitrust Act, which we take to also include subsequent core antitrust policies, the Federal Trade Commission Act and the Clayton Act.

Firstly and most obviously, two states prohibit self-insured workers compensation plans outright: North Dakota and Wyoming. If MLAC is concerned about the breadth of the narrower policy contained in SB 801, UFCW would gladly take this path instead.

With regard to the cited case, *California Liquor Dealers v. Midcal Aluminum, Inc.*, 445 U.S. 97 (1980), it is hardly parallel to the policy contained in SB 801. The crux of the case involved the State of California permitting and enforcing private-sector price controls among wine distributors, which the Supreme Court ruled unconstitutional because -- in large part -- California was unable to “indicate that the wine pricing system helps sustain small retailers or inhibits the consumption of alcohol by Californians,” which was the stated intent of the legislation. In the case of SB 801, however, proponents have produced quantitative and qualitative accounts detailing how SB 801 would directly address the intended outcomes.

Opponents are correct in that the Supreme Court “has ruled consistently that resale price maintenance illegally restrains trade.” However, they fail to address that in *Parker v. Brown*, 317 U.S. 341 (1943), which is cited liberally in *California Liquor Dealers*, the Court drew a very careful line around federal antitrust laws in order to preserve state regulatory powers. Justice Stone delivered the opinion:

“Here, the state command to the Commission and to the program committee of the California Prorate Act is not rendered unlawful by the Sherman Act, since, in view of the latter's words and history, **it must be taken to be a prohibition of individual, and not state, action.**” (emphasis added)

In addition, the Court asserted that this action would not impede the commerce clause:

“The governments of the states are sovereign within their territory save only as they are subject to the prohibitions of the Constitution or as their action in some measure conflicts with powers delegated to the National Government, or with Congressional legislation enacted in the exercise of those powers. This Court has repeatedly held that the grant of power to Congress by the Commerce Clause did not wholly withdraw from the states the authority to regulate the commerce with respect to matters of local concern, on which Congress has not spoken.”

At no point has Congress spoken as to whether Oregon may or may not regulate the processing of Workers Compensation claims through its independent public corporation, the State Accident Insurance Fund, or similar framework.

With regard to *California Liquor Dealers*, the Court then had only to answer whether the activity in question constituted “state involvement” to the degree that antitrust immunity would be conferred:

“Thus, we must consider whether the State's involvement in the price-setting program is sufficient to establish antitrust immunity under *Parker v. Brown*, 317 U. S. 341 (1943). That immunity for state regulatory programs is grounded in our federal structure.”

The Court in *California Liquor Dealers* described a two-part standard for determining whether antitrust immunity would apply:

“First, the challenged restraint must be “one clearly articulated and affirmatively expressed as state policy”; second, the policy must be “actively supervised” by the State itself.”

With regard to *California Liquor Dealers*, the Court found that while the state had indeed sufficiently articulated its policy intentions, it had not played a sufficient supervisory role in executing the policy. In that case, the State of California merely authorized the private entities to set prices and enforced the result.

Proponents assert that SB 801 would create a similarly unconstitutional result, but the significant difference between the cases is that SAIF is, in fact, a creature of statute and

a public corporation. It operates at the direction of a Board appointed by the Governor and subject to confirmation by the Senate. SAIF's purpose and functions are ascribed by statute and it is subject to regular auditing by the Secretary of State. There is no basis on which to claim that the State of Oregon plays an insufficient role in this process. As such, the Court in *California Liquor Dealers*, applying the same standards, would have almost certainly conferred antitrust immunity to the policy within SB 801.

7. Contract of adhesion

Opponents suggested to MLAC that the policy within SB 801 constitutes a "contract of adhesion," whereby a court would find the imbalance of power so fundamentally unfair that a court would repudiate it:

"when one party is in such a superior bargaining position that it totally dictates all terms of the contract and the only option presented to the other party is to take it or leave it some such contract of adhesion (thank you for the warning) is so one-sided as to be unconscionable and therefore illegal"

However, this ignores the fact that, under SB 801, any employer would be free to avail themselves of any one of at least dozens of private sector insurers willing to provide workers compensation insurance, and so the scenario cannot constitute a contract of adhesion whereby they are somehow unduly forced to accept the terms.

Again: it is settled fact that a state may, if it so chooses, legally opt to ban self-insured Workers Compensation plans outright. SB 801 represents a policy that is less restrictive than that option, because it provides an avenue whereby an employer can seek a self-insured/SAIF-processed option.

8. The Commerce Clause and Equal Protection Clause

Opponents assert that SB 801 would be found to be unconstitutional based on the principle under the interstate commerce clause that states must treat all commerce, whether inter-state or intra-state, with equal protection:

"The Supreme Court has interpreted the clause to mean that states cannot enact laws which discriminate or impose undue burdens on interstate commerce. Discriminations in favor of local businesses are almost always found per se invalid."

UFCW suggests that the opponents familiarize themselves with the market participant doctrine, under which the Supreme Court has consistently acknowledged that when a

State is acting as a participant in a market, it is free to favor intra-state commerce over inter-state commerce without running afoul of the commerce clause.

The Supreme Court began crafting this doctrine in the 1970s, beginning with *Hughes v. Alexandria Scrap Corp.*, 426 U.S. 794 (1976). Justice Powell delivers the opinion of the Court:

"...until today, the Court has not been asked to hold that the entry by the State itself into the market as a purchaser, in effect, of a potential article of interstate commerce creates a burden upon that commerce if the State restricts its trade to its own citizens or businesses within the State. We do not believe the Commerce Clause was intended to require independent justification for such action."

This case served as a watershed decision in weighing commerce clause cases, and the Court further followed up with a more explicit determination in *Reeves, Inc. v. Stake*, 447 U.S. 429 (1980). At issue was South Dakota's preferential treatment of in-state purchasers of cement produced by a plant owned by the State, which was challenged by an out of state purchaser. The Court found that as a market participant, South Dakota's actions were not impeded by the commerce clause or principle of equal protection, as noted by Justice Blackmun:

"The basic distinction drawn in *Alexandria Scrap* between States as market participants and States as market regulators makes good sense and sound law. As that case explains, the Commerce Clause responds principally to state taxes and regulatory measures impeding free private trade in the national marketplace. * * * There is no indication of a constitutional plan to limit the ability of the States themselves to operate freely in the free market"

The Court goes on to indicate its general unwillingness to wade into this particular type of evaluation and preference to allow Congress to make a determination:

"Finally, as this case illustrates, the competing considerations in cases involving state proprietary action often will be subtle, complex, politically charged, and difficult to assess under traditional Commerce Clause analysis. Given these factors, *Alexandria Scrap* wisely recognizes that, as a rule, the adjustment of interests in this context is a task better suited for Congress than this Court."

The Court ultimately determined that South Dakota was protected by the market participant doctrine (which undergirded the balance of the Court's argument). As such, the organizational parallels between the South Dakota State Cement Plant Commission and Oregon's State Accident Insurance Fund Corporation would extend Oregon the same market participant protections. Although South Dakota's plant was sold to a private buyer in 2001, at the time the Court made its determinations, the plant operated

as a state-owned but independently run enterprise, authorized by law and with a public benefit mission -- similar to SAIF.

After *Reeves*, the Court weighed in on the issue of market participation in *South-Central Timber v. Wunnicke*, 467 U.S. 82 (1984). Though it ruled against the State of Alaska in that circumstance, the ruling did not impact the crux of *Reeves*.

In *South-Central Timber*, at issue was an Alaska law requiring state-sold timber to be processed in state prior to export. (MLAC may recognize this as a policy that Oregon enforces regularly without constitutional challenge.) The Court's test, described by the majority opinion delivered by Justice White was to determine first whether, in the absence of express Congressional approval, "Alaska is acting as a market participant, rather than as a market regulator," and if not acting as a market participant, to determine whether the policy comported with the commerce clause:

"Our cases make clear that, if a State is acting as a market participant, rather than as a market regulator, **the dormant Commerce Clause places no limitation on its activities.**" (emphasis added)

In this particular case, the Court found against the State of Alaska specifically because its role as a "market participant" was not in the same market as the regulatory effect of its policy:

"South-Central argues, on the other hand, that although the State may be a participant in the timber market, it is using its leverage in that market to exert a regulatory effect in the processing market, in which it is not a participant. We agree with [that] position."

This disconnect is not evident with regard to SB 801, in that to support a commerce clause violation, opponents would have to allege that the regulatory effect of SB 801 was within a market other than the workers compensation market -- not merely that the workers compensation market would be affected, which is permissible under *Reeves*.

9. Public entity pools

MLAC heard compelling testimony from the Special Districts Association's workers compensation trust and by the League of Cities, which by all accounts have been performing within expected parameters. UFCW put on the record to the Senate Labor and Business Committee that we did not consider that a pooled plan among multiple public entities would be considered "self insured" under the terms of SB 801, and **we are happy to clarify that with an appropriate amendment.**

Notably, the stellar data points proffered by these witnesses were not reflected in the testimony from many of the witnesses representing private-sector self-insured entities. We would ask that when one witness provides data points in order to bolster their case, other witnesses are asked to provide the same data as it pertains to them, so that the Committee may more easily compare “apples-to-apples.”

10. SAIF Concerns re: Onboarding timeline

Representatives from SAIF expressed concerns about the length of time needed to be able to appropriately implement SB 801, as well as fielding certain questions as to procedural details.

“[[It] would take us you know 15 months only to onboard the necessary claim-specific staff which is only one of a whole bunch of different resources that are going to be necessary to process this number of claims.”

For the record: UFCW is perfectly willing to work with SAIF to provide whatever timelines and rulemaking authorities are necessary in order to appropriately implement SB 801.

As a number of private third-party claims processing entities have already worked out these same details, we have faith that SAIF and the affected employers can work them out as well.

Insurer Type	Accepted	Denied	Total
Saif	1740	85.9%	2025
Private	200	48.9%	409
Self-insured	221	54.7%	404
Grand Total	2161	76.1%	2838
self-insured/private combined	421	51.8%	813
Private	14.2%		
Self-insured	14.4%		
Saif	71.4%		

Insurer	Accepted	Denied	Total
SAIF Corporation	1740	85.9%	2025
Providence Health & Services-Oregon	83	41.7%	199
LM Insurance Corporation	1	1.4%	72
Guideone Mutual Insurance Company	20	39.2%	51
Old Republic Insurance Company	46	97.9%	47
Special Districts Insurance Services Trust	44	100.0%	44
Clackamas County Oregon	2	5.6%	36
New Hampshire Insurance Company	13	46.4%	28
Adventist Health System/West	28	100.0%	28
Church Mutual Insurance Company	8	30.8%	26
CIS Trust	20	83.3%	24
Transportation Insurance Company	17	94.4%	18
American Zurich Insurance Company	9	50.0%	18
Indemnity Insurance Company of North America	7	41.2%	17
Kaiser Foundation Health Plan of the Northwest	12	75.0%	16
Charter Oak Fire Insurance Company	8	57.1%	14
Asante	7	50.0%	14
Continental Divide Insurance Company	10	90.9%	11
AIU Insurance Company	7	77.8%	9
Federal Insurance Company	4	50.0%	8
Starr Specialty Insurance Company	6	100.0%	6
Sentry Casualty Company	6	100.0%	6
Lane County	4	66.7%	6
Evraz Inc Na			6
Arch Indemnity Insurance Company	1	16.7%	6
Seneca Sawmill Company	5	100.0%	5
XL Insurance America, Inc.	1	25.0%	4
Safety National Casualty Corporation	2	50.0%	4
Legacy Health	4	100.0%	4
City of Portland	3	75.0%	4
Ace American Insurance Company	4	100.0%	4
Washington County	1	33.3%	3
Travelers Property Casualty Company of America	2	66.7%	3
Sentry Insurance a Mutual Company	1	33.3%	3

Insurer Type	Accepted	Denied	Total	Insurer	Accepted	Denied	Total
				Deschutes County	3	100.0%	3
				Berkshire Hathaway Homestate Insurance Company	1	33.3%	3
				Accident Fund Insurance Company of America	2	66.7%	3
				Tri-County Metropolitan Transportation District of Oregon			2
				Technology Insurance Company, Inc.	2	100.0%	2
				State Farm Fire and Casualty Company	2	100.0%	2
				Qbe Insurance Corporation			2
				National Liability & Fire Insurance Company	2	100.0%	2
				Multnomah County Oregon			2
				Manufacturers Alliance Insurance Company	1	50.0%	2
				Macy's Inc.			2
				Liberty Insurance Corporation			2
				Hartford Fire Insurance Company	1	50.0%	2
				Everest Premier Insurance Company			2
				AIG Assurance Company			2
				Ace Fire Underwriters Insurance Company			2
				Accident Fund General Insurance Company	2	100.0%	2
				Zurich American Insurance Company	1	100.0%	1
				WCF National Insurance Company	1	100.0%	1
				Wal-Mart Associates Inc			1
				Vanliner Insurance Company	1	100.0%	1
				United States Bakery	1	100.0%	1
				Travelers Casualty and Surety Company	1	100.0%	1
				Tokio Marine America Insurance Company	1	100.0%	1
				Target Corporation			1
				Stonington Insurance Company	1	100.0%	1
				Sompo America Insurance Company			1
				Republic Indemnity Company of America			1
				Praetorian Insurance Company			1
				Peopleready, Inc.	1	100.0%	1
				Pacific Indemnity Company	1	100.0%	1
				May Trucking Company	1	100.0%	1
				Liberty Mutual Fire Insurance Company			1
				Home Depot Usa Inc			1

Insurer Type

Accepted

Denied

Total

Insurer	Accepted		Denied		Total
Hartford Insurance Company of the Midwest	1	100.0%			1
Fred Meyer Stores Inc	1	100.0%			1
Federal Express Corporation			1	100.0%	1
City of Salem			1	100.0%	1
City of Gresham	1	100.0%			1
City of Beaverton			1	100.0%	1
City of Ashland	1	100.0%			1
Carolina Casualty Insurance Company	1	100.0%			1
Berkley National Insurance Company			1	100.0%	1
Barrett Business Services, Inc.			1	100.0%	1
Amtrust Insurance Company of Kansas, Inc.			1	100.0%	1
Grand Total	2157	76.1%	677	23.9%	2834

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Salem Health	SAIF Corporation	348	94.57%	20	5.4%	368
Providence Health and Services Oregon	Providence Health & Services-Oregon	83	41.71%	116	58.3%	199
Good Samaritan Hospital Corvallis	SAIF Corporation	94	97.92%	2	2.1%	96
Redacted Total		58	65.91%	30	34.1%	88
State of Oregon Military Dept Emergency Per	SAIF Corporation	59	95.16%	3	4.8%	62
United Parcel Service Inc	LM Insurance Corporation	1	1.67%	59	98.3%	60
Care Center (Cascade Terrace) Inc	SAIF Corporation	46	97.87%	1	2.1%	47
Good Shepherd Health Care System	SAIF Corporation	43	95.56%	2	4.4%	45
St Jude Operating Company Llc	SAIF Corporation	43	97.73%	1	2.3%	44
Oregon Woods Inc	SAIF Corporation	42	97.67%	1	2.3%	43
Oregon Health & Science University	SAIF Corporation	38	90.48%	4	9.5%	42
Mid-Valley Healthcare Inc	SAIF Corporation	36	94.74%	2	5.3%	38
Avalon Health Care-Corvallis Manor Llc	SAIF Corporation	34	91.89%	3	8.1%	37
Pci Care Venture i Inc	SAIF Corporation	33	91.67%	3	8.3%	36
Clackamas County	Clackamas County Oregon	2	5.56%	34	94.4%	36
Life Care Centers of America Inc	Old Republic Insurance Company	33	100.00%			33
	Church Mutual Insurance Company	1	100.00%			1
Waterford Operations Llc	SAIF Corporation	27	90.00%	3	10.0%	30
Care Center (Menlo Park) Inc	SAIF Corporation	26	86.67%	4	13.3%	30
Care Center (Hood River) Inc	SAIF Corporation	25	86.21%	4	13.8%	29
Albany General Hospital	SAIF Corporation	28	96.55%	1	3.4%	29
Csl - Eugene i Llc	Guideone Mutual Insurance Company	7	25.00%	21	75.0%	28
Cascade Living Group Oregon Llc	SAIF Corporation	25	92.59%	2	7.4%	27
Avalon Health Care-French Prairie Llc	SAIF Corporation	23	85.19%	4	14.8%	27
Asante	SAIF Corporation	12	100.00%			12
	Asante	7	50.00%	7	50.0%	14
Tuality Healthcare	SAIF Corporation	23	92.00%	2	8.0%	25

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Riverpark Operations Llc	SAIF Corporation	19	76.00%	6	24.0%	25
Avalon Senior Living - Rn Villa Llc	SAIF Corporation	22	91.67%	2	8.3%	24
Tsl Oak Lane Llc	SAIF Corporation	21	91.30%	2	8.7%	23
Cascade Living Group Management Llc	SAIF Corporation	22	95.65%	1	4.3%	23
City of Bend	SAIF Corporation	10	45.45%	12	54.5%	22
Care Center (Laneco) Inc	SAIF Corporation	22	100.00%			22
Pace Staffing Services Llc	SAIF Corporation	19	90.48%	2	9.5%	21
Lava River Forestry Inc	SAIF Corporation	19	95.00%	1	5.0%	20
j c Orozco Reforestation Inc	SAIF Corporation	17	94.44%	1	5.6%	18
Prestige Senior Living, Llc	SAIF Corporation	17	100.00%			17
Care Center Reedwood Inc	SAIF Corporation	16	94.12%	1	5.9%	17
Virginia Garcia Memorial Health Center	SAIF Corporation	10	62.50%	6	37.5%	16
Kaiser Foundation Health Plan of the Northw	Kaiser Foundation Health Plan of the Northwest	12	75.00%	4	25.0%	16
City of Springfield	CIS Trust	13	86.67%	2	13.3%	15
Ashland Brothers Landscaping Inc	SAIF Corporation	9	60.00%	6	40.0%	15
Tsl Springfield Operating Llc	SAIF Corporation	12	85.71%	2	14.3%	14
Fhc Property Management	Church Mutual Insurance Company			14	100.0%	14
Care Center (Park Forest) Inc	SAIF Corporation	12	85.71%	2	14.3%	14
Avalon Health Care-Hillside Heights Llc	SAIF Corporation	12	85.71%	2	14.3%	14
Adventist Health System/West	Adventist Health System/West	14	100.00%			14
Hermiston Highland Operations Llc	SAIF Corporation	10	76.92%	3	23.1%	13
Bay Area Health District	SAIF Corporation	11	84.62%	2	15.4%	13
Avamere Home Health Care Llc	SAIF Corporation	12	92.31%	1	7.7%	13
Summervent Llc	SAIF Corporation	11	91.67%	1	8.3%	12
Samaritan Pacific Health Services Inc	SAIF Corporation	11	91.67%	1	8.3%	12
Portland Adventist Medical Center	Adventist Health System/West	12	100.00%			12
Panda Express Inc	New Hampshire Insurance Company			12	100.0%	12

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Premere Rehab Llc	Continental Divide Insurance Company	10	90.91%	1	9.1%	11
Lebanon Rural Fire Protection District	Special Districts Insurance Services Trust	11	100.00%			11
Avalon Senior Living-Tabor Crest Ii Llc	SAIF Corporation	9	81.82%	2	18.2%	11
Csl-Monmouth i Llc	Guideone Mutual Insurance Company	9	90.00%	1	10.0%	10
Concepts in Community Living	SAIF Corporation	6	60.00%	4	40.0%	10
Avamere Lake Oswego Operations Investors	SAIF Corporation	7	70.00%	3	30.0%	10
Avalon Senior Living-Tabor Crest Llc	SAIF Corporation	9	90.00%	1	10.0%	10
St Mary's Home	SAIF Corporation	3	33.33%	6	66.7%	9
Oregon State Police	SAIF Corporation	8	88.89%	1	11.1%	9
Medford Operations Llc	SAIF Corporation	9	100.00%			9
Evergreen Family Medicine Pc	SAIF Corporation	8	88.89%	1	11.1%	9
Emeritus Corp	Transportation Insurance Company	8	88.89%	1	11.1%	9
Clackamas County Fire District No. 1	SAIF Corporation	9	100.00%			9
Brookdale Employee Services Llc	Transportation Insurance Company	9	100.00%			9
Ram Steelco Inc	SAIF Corporation	8	100.00%			8
Oswego Place Assisted Living Community Llc	SAIF Corporation	6	75.00%	2	25.0%	8
Oregon Potato Company	SAIF Corporation	7	87.50%	1	12.5%	8
National Performance Warehouse Llc	Federal Insurance Company	4	50.00%	4	50.0%	8
Lane Fire Authority	Special Districts Insurance Services Trust	8	100.00%			8
City of Ontario	SAIF Corporation	7	87.50%	1	12.5%	8
Princeton Property Management Inc	SAIF Corporation	3	42.86%	4	57.1%	7
Molalla Rural Fire Protection District #73	Special Districts Insurance Services Trust	7	100.00%			7
Mcminnville Medical Investors Llc	Old Republic Insurance Company	7	100.00%			7
Kan-Di-Ki Llc	American Zurich Insurance Company	7	100.00%			7
Gateway Assisted Living Inc	SAIF Corporation	7	100.00%			7
Ups Ground Freight Inc.	LM Insurance Corporation			6	100.0%	6
The Oregon Clinic Pc	SAIF Corporation	5	83.33%	1	16.7%	6

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Northwest Community Alliance Inc	SAIF Corporation	6	100.00%			6
Mid-Columbia Medical Center	SAIF Corporation	6	100.00%			6
Life Flight Network Llc	Starr Specialty Insurance Company	5	100.00%			5
	Pacific Indemnity Company	1	100.00%			1
Laurelhurst Operations Llc	SAIF Corporation			6	100.0%	6
Lane County	Lane County	4	66.67%	2	33.3%	6
Evrax Inc., N.a.	Evrax Inc Na			6	100.0%	6
Dennis Seven Dees Landscaping Inc	SAIF Corporation			6	100.0%	6
Csl - Springfield Ii Llc	Guideone Mutual Insurance Company			6	100.0%	6
Beaverton Rehab & Specialty Care Llc	SAIF Corporation	3	50.00%	3	50.0%	6
St Anthony Hospital	Indemnity Insurance Company of North America	2	40.00%	3	60.0%	5
Seneca Sawmill Company	Seneca Sawmill Company	5	100.00%			5
Linn County	SAIF Corporation	5	100.00%			5
Hood River County	SAIF Corporation	5	100.00%			5
Fm Pelican Llc	SAIF Corporation	5	100.00%			5
Express Services Inc	New Hampshire Insurance Company	1	100.00%			1
	AIU Insurance Company	3	75.00%	1	25.0%	4
Dhs Cw & Ssp Delivery	SAIF Corporation	2	40.00%	3	60.0%	5
Csl - Springfield i Llc	Guideone Mutual Insurance Company	3	60.00%	2	40.0%	5
City of Tigard	SAIF Corporation	5	100.00%			5
City of Prineville	SAIF Corporation	3	60.00%	2	40.0%	5
Arcadia Senior Living Llc	SAIF Corporation	5	100.00%			5
Work Unlimited	SAIF Corporation	4	100.00%			4
University of Oregon	SAIF Corporation	3	75.00%	1	25.0%	4
Trillium Family Services Inc	SAIF Corporation	3	75.00%	1	25.0%	4
The Portland Clinic Llp	SAIF Corporation			4	100.0%	4
Sapphire at Gateway Llc	SAIF Corporation	4	100.00%			4

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Peacehealth	SAIF Corporation	4	100.00%			4
Oha Hs Oregon State Hospital	SAIF Corporation	4	100.00%			4
Odyssey Healthcare Operating a Lp	Charter Oak Fire Insurance Company	3	75.00%	1	25.0%	4
Newport Rehabilitation Llc	SAIF Corporation			4	100.0%	4
Mid Willamette Valley Community Action Ag	SAIF Corporation	4	100.00%			4
Klamath Health Partnerships Inc	SAIF Corporation	4	100.00%			4
Jubitz Corporation	SAIF Corporation	4	100.00%			4
Clackamas Rehabilitation Llc	SAIF Corporation	3	75.00%	1	25.0%	4
City of Portland	City of Portland	3	75.00%	1	25.0%	4
Chestnut Lane Operations Llc	SAIF Corporation	2	50.00%	2	50.0%	4
Black Butte Ranch R.f.p.d.	Special Districts Insurance Services Trust	4	100.00%			4
Avalon Health Care-Umpqua Valley Llc	SAIF Corporation	3	75.00%	1	25.0%	4
American Medical Response Northwest Inc	Indemnity Insurance Company of North America	4	100.00%			4
Altru Home Care Llc	SAIF Corporation	4	100.00%			4
Washington County	Washington County	1	33.33%	2	66.7%	3
Wasco County	SAIF Corporation	3	100.00%			3
U.s. Renal Care Inc	Arch Indemnity Insurance Company			3	100.0%	3
Tp Freight Lines Inc.	SAIF Corporation	3	100.00%			3
Sunshine Retirement Living Llc	Church Mutual Insurance Company			3	100.0%	3
Sunset Empire Transportation District	Special Districts Insurance Services Trust	3	100.00%			3
State of Oregon Department of Corrections	SAIF Corporation	3	100.00%			3
St Charles Health System Inc	SAIF Corporation	3	100.00%			3
Skanska Usa Building Inc	American Zurich Insurance Company			3	100.0%	3
Senior Haven Llc	SAIF Corporation	3	100.00%			3
Select Rehabilitation Llc	Charter Oak Fire Insurance Company	3	100.00%			3
Samaritan North Lincoln Hospital	SAIF Corporation	3	100.00%			3
Prokleen Inc	SAIF Corporation			3	100.0%	3

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Praxis Medical Group Pc	SAIF Corporation	2	66.67%	1	33.3%	3
People 2.0 Global Llc	New Hampshire Insurance Company	3	100.00%			3
Peckham-Miller Inc	SAIF Corporation	1	33.33%	2	66.7%	3
Ohana Harmony House Llc	SAIF Corporation	3	100.00%			3
Northwest Human Services Inc	SAIF Corporation	3	100.00%			3
New Generation Landscape Inc	SAIF Corporation			3	100.0%	3
Mountain View Rehab Llc	SAIF Corporation	2	66.67%	1	33.3%	3
Miller Timber Services Inc	SAIF Corporation	3	100.00%			3
Millennium Building Services Inc	SAIF Corporation	2	66.67%	1	33.3%	3
Mercy Medical Center Inc	Indemnity Insurance Company of North America	1	50.00%	1	50.0%	2
	Church Mutual Insurance Company			1	100.0%	1
Loving Care Providers Inc	SAIF Corporation	2	66.67%	1	33.3%	3
Health Care Services Llc	SAIF Corporation	3	100.00%			3
Hcsg West Llc	New Hampshire Insurance Company	3	100.00%			3
Flexforce Staffing Services Llc	Travelers Property Casualty Company of America	2	66.67%	1	33.3%	3
Deschutes County	Deschutes County	3	100.00%			3
Crestview Operations Llc	SAIF Corporation	3	100.00%			3
Columbia Lutheran Charities	SAIF Corporation	3	100.00%			3
City of Medford	SAIF Corporation	3	100.00%			3
Central City Concern	SAIF Corporation	2	66.67%	1	33.3%	3
Cascade Park Retirement Center Ta	Old Republic Insurance Company	3	100.00%			3
Care Center (Milwaukie) Inc	SAIF Corporation	2	66.67%	1	33.3%	3
Care Center (Linda Vista) Inc	SAIF Corporation	3	100.00%			3
Broadway Medical Clinic Llp	SAIF Corporation			3	100.0%	3
Brb Enterprises Inc	SAIF Corporation	2	66.67%	1	33.3%	3
Boone Road Senior Living Llc	SAIF Corporation	2	66.67%	1	33.3%	3
Avalon Health Care-Green Valley Llc	SAIF Corporation	3	100.00%			3

Employer name	Insurer	Accepted		Denied		Total
Albertina Kerr Centers	SAIF Corporation	1	33.33%	2	66.7%	3
Aerometal International Inc	SAIF Corporation	2	66.67%	1	33.3%	3
Yellow Cab Medical Transport Llc	SAIF Corporation	2	100.00%			2
Wingmen v Llc	Manufacturers Alliance Insurance Company	1	50.00%	1	50.0%	2
Willamette Valley Medical Center Llc	Safety National Casualty Corporation	2	100.00%			2
West Coast Shoe Co	SAIF Corporation	2	100.00%			2
Washington Roofing Company	SAIF Corporation	2	100.00%			2
Washington Co School Dist 88j	SAIF Corporation	2	100.00%			2
Tualatin Valley Fire and Rescue	SAIF Corporation	2	100.00%			2
Tri-County Metropolitan Transportation Distr	Tri-County Metropolitan Transportation District of Oregon			2	100.0%	2
Townsend Farms Inc	SAIF Corporation	2	100.00%			2
Totalmed Inc	Qbe Insurance Corporation			2	100.0%	2
The Shangri-La Corporation	SAIF Corporation	2	100.00%			2
The Evangelical Lutheran Good Samaritan Soc	Sentry Insurance a Mutual Company			2	100.0%	2
Thaxton Interim Leadership Llc	Old Republic Insurance Company	2	100.00%			2
Staffers Llc	SAIF Corporation	2	100.00%			2
Sandy Rural Fire Protection Dist. 72	Special Districts Insurance Services Trust	2	100.00%			2
Salem Assoc Llc	Church Mutual Insurance Company	2	100.00%			2
Russellville Park Llc	Berkshire Hathaway Homestate Insurance Company			2	100.0%	2
Ro Health Inc	National Liability & Fire Insurance Company	2	100.00%			2
Riverbend Memory Care Community Llc	SAIF Corporation	2	100.00%			2
Rehab Associates Llc	SAIF Corporation	2	100.00%			2
Porter w Yett Company Inc	SAIF Corporation	2	100.00%			2
Plumper Pumpkin Patch & Tree Farm Llc	SAIF Corporation	2	100.00%			2
Pacific Seafood - Newport Llc	LM Insurance Corporation			2	100.0%	2
Oregon Mattress Acquisition Co Llc	SAIF Corporation	1	50.00%	1	50.0%	2
Oregon Healthcare Resources Llc	SAIF Corporation	2	100.00%			2

Employer name	Insurer	Accepted		Denied		Total
Opportunity Foundation of Cntrl Ore	SAIF Corporation	2	100.00%			2
Oeg Inc	Liberty Insurance Corporation			1	100.0%	1
	Ace American Insurance Company	1	100.00%			1
Occupy Medical	LM Insurance Corporation			2	100.0%	2
n w f f Inc	SAIF Corporation	2	100.00%			2
Milestone Management (or)-Mcloughlin Llc	SAIF Corporation	2	100.00%			2
Mennonite Home of Albany Inc	SAIF Corporation			2	100.0%	2
Macy's West Stores, Llc	Macy's Inc.			2	100.0%	2
Keizer Rural Fire Protection District	Special Districts Insurance Services Trust	2	100.00%			2
Kauer Family Farms Llc	SAIF Corporation	1	50.00%	1	50.0%	2
Hallmark Interiors Inc	SAIF Corporation	1	50.00%	1	50.0%	2
Federal Express Corporation	Indemnity Insurance Company of North America			1	100.0%	1
	Federal Express Corporation			1	100.0%	1
Eugene Rehabilitation Llc	SAIF Corporation			2	100.0%	2
Csl-Corvallis Llc	Guideone Mutual Insurance Company	1	50.00%	1	50.0%	2
Coos Bay Rehabilitation Llc	SAIF Corporation			2	100.0%	2
Connected Healthcare Inc	Everest Premier Insurance Company			2	100.0%	2
City of Rogue River	SAIF Corporation	2	100.00%			2
City of Redmond	SAIF Corporation	2	100.00%			2
City of North Bend	SAIF Corporation	2	100.00%			2
City of Klamath Falls	SAIF Corporation	2	100.00%			2
City of Junction City	SAIF Corporation	2	100.00%			2
City of Cottage Grove	SAIF Corporation	1	50.00%	1	50.0%	2
City of Baker City	SAIF Corporation	2	100.00%			2
City of Albany	CIS Trust	2	100.00%			2
Cdsi i Holding Co Inc	New Hampshire Insurance Company	2	100.00%			2
Cary Enterprises Llc	SAIF Corporation			2	100.0%	2

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Care 3 Llc	SAIF Corporation	2	100.00%			2
Boys and Girls Club of Bend	SAIF Corporation	1	50.00%	1	50.0%	2
Bob's Red Mill Natural Foods Inc	SAIF Corporation	1	50.00%	1	50.0%	2
Bjk Murphy Enterprises Llc	SAIF Corporation			2	100.0%	2
Barch Inc	SAIF Corporation	2	100.00%			2
Bandon Dunes Lp	SAIF Corporation	2	100.00%			2
Amn Allied Services Llc	Arch Indemnity Insurance Company	1	50.00%	1	50.0%	2
Alaska Airlines Inc	Ace Fire Underwriters Insurance Company			2	100.0%	2
Adult Learning Systems of Oregon Inc	SAIF Corporation	2	100.00%			2
Adp Totalsource Fl Xvi Inc	New Hampshire Insurance Company	1	50.00%	1	50.0%	2
1st Church of the Nazarene Mcminnville	SAIF Corporation	2	100.00%			2
Yakima Valley Farm Workers Clinic	SAIF Corporation	1	100.00%			1
Y&t Brothers Llc	SAIF Corporation			1	100.0%	1
Womens Healthcare Associates I I c	SAIF Corporation			1	100.0%	1
Willamette Dental Group Pc	SAIF Corporation	1	100.00%			1
Whole Foods Market Pacific Northwest Inc	American Zurich Insurance Company			1	100.0%	1
Western Pacific Tree Service Inc	SAIF Corporation			1	100.0%	1
Western Lane Ambulance District	SAIF Corporation	1	100.00%			1
Western Indtrl Fabrcatrs and Machnst Inc	SAIF Corporation	1	100.00%			1
Western Health Resources	Adventist Health System/West	1	100.00%			1
West Salem Machinery Company	SAIF Corporation	1	100.00%			1
West Hills Village Lp	Charter Oak Fire Insurance Company			1	100.0%	1
Wal-Mart Associates, Inc.	Wal-Mart Associates Inc			1	100.0%	1
Vinyl Northwest Llc	Sentry Insurance a Mutual Company	1	100.00%			1
Vibra Specialty Hospital of Portland Llc	Charter Oak Fire Insurance Company			1	100.0%	1
Veterans Care Centers of Oregon	SAIF Corporation			1	100.0%	1
Valley View Investors Llc	SAIF Corporation			1	100.0%	1

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Ups Cartage Services Inc	LM Insurance Corporation			1	100.0%	1
Universal Protection Service Lp	XL Insurance America, Inc.			1	100.0%	1
United States Bakery	United States Bakery	1	100.00%			1
Union Gospel Mission of Salem Oregon	SAIF Corporation	1	100.00%			1
Ultra Clean Technology Systems & Service Inc	Charter Oak Fire Insurance Company	1	100.00%			1
Tvp Inc	SAIF Corporation			1	100.0%	1
Trader Joe's Co	Indemnity Insurance Company of North America			1	100.0%	1
Touchmark in the West Hills Llc	SAIF Corporation	1	100.00%			1
Total Renal Care Inc	New Hampshire Insurance Company	1	100.00%			1
Tokyo Electron America Inc	Tokio Marine America Insurance Company	1	100.00%			1
Timber Products Co Ltd Prt	SAIF Corporation	1	100.00%			1
Tilly's Inc	Safety National Casualty Corporation			1	100.0%	1
Thompson Landscape Company	SAIF Corporation	1	100.00%			1
Therapeutic Associates Inc	Hartford Insurance Company of the Midwest	1	100.00%			1
The Star Portland Llc	Republic Indemnity Company of America			1	100.0%	1
The Springs Living Llc	SAIF Corporation	1	100.00%			1
The Children's Clinic Pc	SAIF Corporation	1	100.00%			1
Templeton Property Management Llc	SAIF Corporation	1	100.00%			1
Target Corporation	Target Corporation			1	100.0%	1
Sylvia's Legacy Inc	SAIF Corporation	1	100.00%			1
Sunriver Service District	SAIF Corporation			1	100.0%	1
Sunnyside Operations Llc	SAIF Corporation	1	100.00%			1
Summit Rwp Inc	SAIF Corporation			1	100.0%	1
Summit Orthopaedics Llp	SAIF Corporation			1	100.0%	1
Stimson Lumber Company	SAIF Corporation	1	100.00%			1
Stephen Waldroup Construction Inc	SAIF Corporation	1	100.00%			1
State of Oregon Youth Authority	SAIF Corporation			1	100.0%	1

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
State of Oregon Employment Department	SAIF Corporation	1	100.00%			1
State of Oregon Department of Transportatio	SAIF Corporation	1	100.00%			1
State of Oregon Department of Agriculture	SAIF Corporation	1	100.00%			1
Source Holding Delaware Llc	Accident Fund Insurance Company of America			1	100.0%	1
Silverton Health	Legacy Health	1	100.00%			1
Secure Transportation of Oregon Inc	SAIF Corporation	1	100.00%			1
Rsl Springfield Llc	SAIF Corporation			1	100.0%	1
Rsl Beaverton Llc	SAIF Corporation	1	100.00%			1
Ron Wilson Center for Effective Living Inc	SAIF Corporation	1	100.00%			1
Rogue Valley Urology Pc	SAIF Corporation			1	100.0%	1
Robison Jewish Home	SAIF Corporation			1	100.0%	1
Robert Half International Inc	XL Insurance America, Inc.	1	100.00%			1
River Grove Operating Company Llc	SAIF Corporation	1	100.00%			1
Renal Treatment Centers - West Inc	New Hampshire Insurance Company	1	100.00%			1
Regency Hermiston Nursing & Rehabilitation	SAIF Corporation	1	100.00%			1
Redmond Learning Center & Childcare	SAIF Corporation	1	100.00%			1
Rdf Builders Co	SAIF Corporation	1	100.00%			1
Rayborns Plumbing Inc	SAIF Corporation			1	100.0%	1
Raphael House of Portland	SAIF Corporation	1	100.00%			1
Rac Acceptance West Llc	Hartford Fire Insurance Company	1	100.00%			1
Powell's Books Inc	SAIF Corporation			1	100.0%	1
Portland Veterinary Surgical Center Llc	Hartford Fire Insurance Company			1	100.0%	1
Portland Metro Residential Services	SAIF Corporation	1	100.00%			1
Pediatric Associates of the Nw Pc	SAIF Corporation	1	100.00%			1
Pay less Compounders Llc	SAIF Corporation			1	100.0%	1
Partnerships in Community Living Inc	SAIF Corporation	1	100.00%			1
Pain Management Consultants Pc	SAIF Corporation			1	100.0%	1

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Pacific Motion Llc	SAIF Corporation	1	100.00%			1
Pacific Living Centers Inc	SAIF Corporation			1	100.0%	1
Pac Green Landscape Llc	SAIF Corporation	1	100.00%			1
Orepac Holding Company	SAIF Corporation	1	100.00%			1
Oregon Museum of Science & Industry	SAIF Corporation			1	100.0%	1
Oregon Beverage Recycling Cooperative	SAIF Corporation			1	100.0%	1
Oregon Anesthesiology Group Pc	SAIF Corporation	1	100.00%			1
O'hara's Manor Inc	SAIF Corporation	1	100.00%			1
Northwest Mental Health Management Servi	SAIF Corporation	1	100.00%			1
Northwest Medical Foundation of Tillamook	Adventist Health System/West	1	100.00%			1
Northwest Hospice Llc	SAIF Corporation	1	100.00%			1
Northwest Acute Care Specialists Pc	SAIF Corporation	1	100.00%			1
No Worries Corporation	SAIF Corporation	1	100.00%			1
New Seasons Market Llc	SAIF Corporation			1	100.0%	1
New Season Foods Inc	Sompo America Insurance Company			1	100.0%	1
Necanicum Operations Llc	SAIF Corporation			1	100.0%	1
Naumes Inc	SAIF Corporation			1	100.0%	1
Multnomah County School District #1	Multnomah County Oregon			1	100.0%	1
Multnomah County	Multnomah County Oregon			1	100.0%	1
Mt Hood Community College	SAIF Corporation			1	100.0%	1
Mmnw Holding Co	SAIF Corporation			1	100.0%	1
Metro-West Ambulance Service Inc	SAIF Corporation			1	100.0%	1
Medical Transportation Management Inc	Vanliner Insurance Company	1	100.00%			1
Medford Mc Care Properties Llc	SAIF Corporation	1	100.00%			1
Mcminville Water and Light	CIS Trust	1	100.00%			1
Mcmenamins Inc	SAIF Corporation	1	100.00%			1
Mckenzie Living Incorporated	SAIF Corporation			1	100.0%	1

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Mcdonald Wholesale Co	SAIF Corporation	1	100.00%			1
may Trucking Company	May Trucking Company	1	100.00%			1
Lon & Nancy Baley - Mark & Dawn Trotman	SAIF Corporation			1	100.0%	1
Lmc Inc	SAIF Corporation	1	100.00%			1
Lincare Inc	Charter Oak Fire Insurance Company			1	100.0%	1
Lifeways Inc	SAIF Corporation	1	100.00%			1
Legacy Mount Hood Medical Center	Legacy Health	1	100.00%			1
Legacy Health	Legacy Health	1	100.00%			1
Legacy Emanuel Hospital & Health Center	Legacy Health	1	100.00%			1
Lc Remco Llc	Berkshire Hathaway Homestate Insurance Company	1	100.00%			1
Laurel Hill Center Incorporated	SAIF Corporation			1	100.0%	1
La Tapatia Supermarket Salem Inc	Technology Insurance Company, Inc.	1	100.00%			1
Kuni German Motors Llc	SAIF Corporation	1	100.00%			1
Koffler Boats Inc	SAIF Corporation			1	100.0%	1
Knez Building Materials Co	SAIF Corporation	1	100.00%			1
Kelly Services Usa Llc	Indemnity Insurance Company of North America			1	100.0%	1
Kehe Distributors Inc	Charter Oak Fire Insurance Company			1	100.0%	1
Junction City Rehabilitation Llc	SAIF Corporation			1	100.0%	1
Jefferson R.f.p.d.	Special Districts Insurance Services Trust	1	100.00%			1
Inter Pacific Management Inc	American Zurich Insurance Company			1	100.0%	1
Independent Transport Llc	SAIF Corporation			1	100.0%	1
In-n-Out Burgers a California Corp	American Zurich Insurance Company			1	100.0%	1
Icco Llc	SAIF Corporation	1	100.00%			1
Homecare Delivery Services Llc	SAIF Corporation	1	100.00%			1
Home Depot Usa Inc	Home Depot Usa Inc			1	100.0%	1
Hillsboro Aero Academy Llc	Starr Specialty Insurance Company	1	100.00%			1
Hearthstone at Murrayhill Llc	SAIF Corporation			1	100.0%	1

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Hcw Clients	SAIF Corporation	1	100.00%			1
Hattenhauer Distributing Co	SAIF Corporation	1	100.00%			1
Hamiltons Appliance & Tv Inc	SAIF Corporation			1	100.0%	1
h & I Care Centers Inc	SAIF Corporation	1	100.00%			1
Guitar Center Stores Inc	American Zurich Insurance Company	1	100.00%			1
Grande Ronde Hospital Inc	SAIF Corporation	1	100.00%			1
Genesis Newberg Operation Co Llc	SAIF Corporation			1	100.0%	1
Gateway Gardens Assisted Living Inc	SAIF Corporation			1	100.0%	1
Friendship Health Center Inc	SAIF Corporation	1	100.00%			1
Fred Meyer Stores Inc	Fred Meyer Stores Inc	1	100.00%			1
Fox Hollow Care Inc	SAIF Corporation			1	100.0%	1
Fought & Company Inc	SAIF Corporation	1	100.00%			1
Forest Glen Oaks Inc	SAIF Corporation	1	100.00%			1
Espresso Building Services Llc	SAIF Corporation			1	100.0%	1
Evergreen Oregon Healthcare Portland Llc	Ace American Insurance Company	1	100.00%			1
Eugene Country Club	SAIF Corporation			1	100.0%	1
Employers Resource Managment Co	American Zurich Insurance Company	1	100.00%			1
Eagle Veneer Inc	SAIF Corporation			1	100.0%	1
Dept of Administrative Services	SAIF Corporation			1	100.0%	1
Delta Air Lines Inc	Indemnity Insurance Company of North America			1	100.0%	1
Curry Health District	SAIF Corporation			1	100.0%	1
Crystal Greens Llc	SAIF Corporation			1	100.0%	1
Creskide Rehabilitation and Nursing, Llc	WCF National Insurance Company	1	100.00%			1
Cornerstone Valley Inc	SAIF Corporation			1	100.0%	1
Coquille Valley Hospital	SAIF Corporation	1	100.00%			1
Columbia Sportswear Co	Safety National Casualty Corporation			1	100.0%	1
Columbia River Dairy Llc	SAIF Corporation	1	100.00%			1

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Columbia Medical Clinic Pc	SAIF Corporation			1	100.0%	1
Columbia Helicopters Inc	Old Republic Insurance Company	1	100.00%			1
Claire's Stores Inc	Stonington Insurance Company	1	100.00%			1
City of Tillamook	CIS Trust	1	100.00%			1
City of Salem	City of Salem			1	100.0%	1
City of Lincoln City	CIS Trust			1	100.0%	1
City of Keizer	CIS Trust	1	100.00%			1
City of Jacksonville	CIS Trust	1	100.00%			1
City of Gresham	City of Gresham	1	100.00%			1
City of Gold Beach	CIS Trust			1	100.0%	1
City of Eagle Point	SAIF Corporation	1	100.00%			1
City of Beaverton	City of Beaverton			1	100.0%	1
City of Ashland	City of Ashland	1	100.00%			1
Cherry Mountain Orchards Inc	SAIF Corporation			1	100.0%	1
Centria Healthcare Llc	Accident Fund Insurance Company of America	1	100.00%			1
Cbm Systems Llc	XL Insurance America, Inc.			1	100.0%	1
Cassiel Inc	SAIF Corporation			1	100.0%	1
Cascadia Behavioral Healthcare Inc	SAIF Corporation			1	100.0%	1
Cascade Behavioral Intervention Llc	Travelers Casualty and Surety Company	1	100.00%			1
Caring for Portland Llc	SAIF Corporation	1	100.00%			1
c s r Enterprises Inc	SAIF Corporation	1	100.00%			1
Butler Hospitality Llc	SAIF Corporation			1	100.0%	1
Blue Line Transportation Co Inc	SAIF Corporation	1	100.00%			1
Bethesda Lutheran Communities Inc	Sentry Casualty Company	1	100.00%			1
Best Buy Stores Lp	XL Insurance America, Inc.			1	100.0%	1
Bend Memorial Clinic Pc	SAIF Corporation			1	100.0%	1
Bd Prineville i Llc	SAIF Corporation	1	100.00%			1

<i>Employer name</i>	<i>Insurer</i>	<i>Accepted</i>		<i>Denied</i>		<i>Total</i>
Barrett Business Services Inc	Barrett Business Services, Inc.			1	100.0%	1
Axiom Electronics Llc	SAIF Corporation			1	100.0%	1
Avamere-Sherwood Operations Llc	SAIF Corporation	1	100.00%			1
Atlas Medstaff Llc	Carolina Casualty Insurance Company	1	100.00%			1
Around the Clock Support Services Llc	SAIF Corporation	1	100.00%			1
American Furniture Rentals Inc	Liberty Mutual Fire Insurance Company			1	100.0%	1
Amazon.com Services Llc	American Zurich Insurance Company			1	100.0%	1
Allied Systems Company	SAIF Corporation	1	100.00%			1
Aljoi Inc	SAIF Corporation			1	100.0%	1
Affinity Home & Design Llc	SAIF Corporation			1	100.0%	1
Adp Totalsource i Inc	New Hampshire Insurance Company			1	100.0%	1
Adapt	SAIF Corporation	1	100.00%			1
Grand Total		2154	76.17%	674	23.8%	2828

UFCW LOCAL 555 TESTIMONY TO SENATE LABOR/BUSINESS

“PAUL’S STORY”

SB 801/802
MARCH 23, 2021

To the Senate Committee on Labor and Business:

As a worker in the retail industry, I would like to share my experiences regarding the workers compensation system in the hopes that it convinces the committee to pass Senate Bills 801 and 802 in order to better protect workers like myself.

Prior to working in retail, I was employed at a residential care facility, where my duties stocking and retrieving supplies. At one point, my kneecap slammed into a cabinet, which was so painful and injurious I was immobilized on the floor howling in pain. My manager helped me to a couch and iced my knee. However, when I asked for a Workers Compensation form, she said that it wasn't necessary yet and that we'd file it later if we really needed to. She later confessed that she didn't actually know where the forms were. At the time, I didn't know much about my rights as an employee and didn't think much of it. I used my health insurance plan for the resulting medical care. I don't know whether a workers comp application was ever filed.

This same employer was listed on the Oregon Health Authority's list of residential care facilities that experienced COVID outbreaks in 2020, though I've been informed that no workers compensation claims were ever filed. Based on my own experience there, this may be due in large part to management's lax attitude towards their workers compensation responsibilities, rather than lack of an actual need.

I currently work at a large retailer who self-insures their workers compensation plan. My job involves lots of bending down, stooping, and standing up: circumstances ripe for a repetitive stress injury. Recently as I was stooping down, I heard a pop in my left knee. Initially, the joint seemed fine, but within a few minutes it had swollen up and become incredibly painful. Luckily, my department manager is very responsive, and supported my filing of a workers compensation claim. But due to the nature of my department, we were obligated to wait until a “person in charge” (who works elsewhere in the store) delivered the form to our area. With the end of my shift coming up, it nevertheless took over an hour for the paperwork to be delivered.

Hardly being able to walk, and not at all able to perform the physical demands of my job, I took an unpaid week off, during which time I used my existing insurance plan to see a doctor. The doctor indicated that it was likely the injury was caused at work, but I'm still waiting on test results to determine whether a referral to an orthopedic surgeon is needed.

In this particular circumstance, my claim was filed and I expect it to be accepted. But my experience at other sites working for this same employer have showed me how lucky I am to have a supportive manager.

Working previously at another location, I found it was common practice for that manager to regale his staff with workers comp horror stories. Any time workers compensation came up in discussion, that manager would make a point to emphasize the danger of filing a false claim, even in at least one situation where the employee was found later to have herniated a disc at work and their claim was accepted. Other times it may have been as simple as convincing us that claims were generally very likely to be denied. The clear attitude of not wanting employees to file claims told me that if I ever wanted to file a claim, it would have to be in some way not through this manager. The message was that I shouldn't deal with him if I had a claim. I don't know what I would have done if I had needed to file a claim under that manager.

My story is ultimately a lucky one, but for every worker like me who was able to navigate the process, there are dozens more who have simply not tried, whether because of fear of retribution, lack of faith that the claim would be honored, or because they didn't know their rights. And while legislation can't eliminate unscrupulous managers, it can help remove incentives for managers to throw up barriers, as well as address the legitimate COVID claims that have so far gone unfiled.

Please pass SB 801 and SB 802.

Thank you,

Paul

UFCW LOCAL 555 TESTIMONY TO SENATE LABOR/BUSINESS

“ANTONIO’S STORY”

SB 801/802
MARCH 23, 2021

Senator Riley and Committee on Labor and Business:

My name is Antonio. I have worked for several years at [REDACTED] in a number of roles, and I interact with the general public and my co-workers on a daily basis when at work.

Over the past year, I, my family, and my co-workers’ families have been placed at risk by a system that is designed to shield employers from liability, but that doesn’t shield employees from infection.

Throughout the COVID-19 epidemic, my family and I have been extremely careful for the sake of our two small children. Although my job in the grocery industry requires me to be a front-line, public-facing worker, I take every precaution possible and our family does not go on unnecessary outings. So when I began exhibiting symptoms of COVID-19 and received a positive diagnosis, I knew I had caught it at work because I hadn’t been anywhere else for the previous month.

I called human resources to inform them that I wouldn’t be able to come in to work because of my diagnosis. They immediately asked me to send my test results to them. They then asked me if I had been anywhere aside from work recently. I now suspect that this was so that my employer could begin defending against a prospective workers compensation claim, even though that hadn’t yet been discussed. I was told to not come to work for ten days, and to contact them when I had been symptom-free for 24 hours.

Near the end of that period, my employer reached out to confirm that I would be returning to work. Around that time, I received an e-mail from what I now know is my employer’s workers compensation processor. Although my employer is self-insured, they use a third party to process claims, and I didn’t know that at the time. According to the e-mail my claim had already been filed, without anyone first coming to me to ask details about my activities or whether any incidents in the store may have led to my infection. The e-mail said that if the claim involved lost time, a claim examiner would be in touch with me, said “Nothing else is required at this time,” and wished me a speedy recovery.

Without anyone ever getting back to me, the claim was denied several weeks later. I didn’t have an opportunity to participate in the claim process in any way whatsoever. There was no way for me to make my case. As soon as my employer knew I had contracted COVID-19, a claim was filed and denied without even involving me. This was described in the e-mail as a “courtesy.”

During that time, my wife contracted COVID-19 as well, and we had limited contact with our two children in hopes that they did not catch it as well. The older one was only briefly symptomatic, thankfully, which was a scary time for our family. It is heart-wrenching to want to comfort your children while knowing that you are carrying a disease that is potentially deadly to you or to them.

But my family has been extraordinarily blessed: We are a little worse for the wear but have a support network of family and friends that made all the difference, and we started out healthy.

When I returned to work I encountered a co-worker who I had been closely training the day I began exhibiting symptoms of my infection. He asked me where I had been, which was the first time I realized that the reason for my absence had been kept from my co-workers. When I explained that I had been COVID-quarantined, he responded with shock and fear. This co-worker, who I had been working with closely while symptomatic, lives with and cares for his mother who has stage-2 cancer.

Had he brought COVID-19 back to his home and had an experience similar to mine, the company would have simply filed and denied a claim before they'd had a chance to ask some basic questions of him, such as "Who had you been working closely with over the past few weeks?" Questions that might have actually showed that the infection was work-related.

As far as I know, that co-worker did not become infected, but it certainly made me think about the questions I hadn't been asked before my claim was denied.

Many employees where I work, even before 2020, don't bother filing workers comp claims. Those who are injured at work tend to go on working through the injury or just get it settled with our health insurance and sick leave. Workers compensation has become a joke. Our employer has become exceedingly efficient at denying claims -- they denied mine before I even had a chance to file it.

Please pass SB 801 and SB 802 to reform workers comp plans and make the system work for families like mine.

Sincerely,

Antonio

UFCW LOCAL 555 TESTIMONY TO SENATE LABOR/BUSINESS
SB 801/802
MARCH 23, 2021

Chair Riley, members of the Committee:

Thank you, for the record my name is Michael Selvaggio, I am here representing United Food and Commercial Workers Local 555 and tens of thousands of front-line workers in the grocery and healthcare sectors.

As Senator Gorsek noted, this issue is literally one of life and death for many workers, and a fundamental issue of fairness for all workers.

When the pandemic came to Oregon over a year ago, the labor community quickly recognized the need for rationalizing access to the workers compensation system for workers who contracted the COVID-19 virus in their workplace. We pushed for a presumption that front-line worker contagion was employment-related in certain scenarios... though for various reasons outside the scope of this Committee, that concept is not being heard today.

But over the same past year, staff at Oregon AFL-CIO meticulously surveyed every single Workers Comp claim for COVID, broken out by industry, employer, and type of workers compensation insurance used. The results are quite frankly startling, and reveal deep problems within the Workers Compensation system that need to be addressed.

{ADVANCE SLIDE}

A common cry we heard throughout the past year was that corrective legislative action to the system was unnecessary or superfluous given that 76% of claims -- a reasonable number -- were being accepted.

I will describe why that claim is misleading based on the numbers that you do see, as well as based on the numbers you aren't seeing. Then I will explain briefly how SB 801 prospectively addresses this problem and how SB 802 addresses some of the systemic shortcomings from the past year.

It's true that 76% of all COVID claims were accepted... but that's merely camouflaging the real problem.

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Oregon allows three types of Workers Comp insurers: SAIF, private insurers, and self-insured employers. SAIF handles the far majority of COVID claims -- about 70% -- and while SAIF seems to be operating as one would expect, an interesting thing happens when we break out the acceptance rates by type of insurer. SAIF's 86% acceptance rate has been buoying the

acceptance rate of the whole system due to its sheer size, but private plans and self-insured employers are hovering around half: at 49% and 55% respectively.

Breaking out specific examples:

SAIF's approval rate of OHSU, Good Samaritan, and other healthcare facilities trends between 90 to 98%.

But St. Anthony Hospital insures privately through Indemnity Insurance Company of North America; they've approved only 40% of claims.

Clackamas County, self-insuring, has approved just under 6% of claims.

These plans are all meant to be evaluating claims on the same bases, so presumably there should be a closer relationship between these figures. A simple statistical comparison illustrates the problem:

{SLIDE}

Here we have acceptance rates of COVID claims by employer, for any employers that had more than one claim. Employers covered by SAIF are on the left, employers covered by private insurers are on the right. A "trend line" calculates the expected disparity between them, meaning that, in a fair system, it would be horizontal. Here we can see the trend line sloped to the right, indicating that a private insurer would be somewhat less likely to approve a claim. The "r-squared" value gives us the relative strength of the correlation, and a value of .05 begins to indicate a significant correlation. The value on this relationship is .052 -- barely significant.

{SLIDE}

A stronger correlation occurs when we examine the relationship between SAIF and self-insured plans. Here, the trend line is even steeper (remember, a horizontal line would indicate a fair system), and the r-squared value has blown up to .080.

{SLIDE}

Particularly concerning, though is the correlation between all three types of insurers. If our premise were true, that there is a relationship between claims approval and the financial interest of the insurer, then if we compare SAIF (having a public benefit mission), private insurers (having a profit incentive but with some distance between the evaluators and the ratepayers), and self-insurers (who have a direct financial interest in the outcome of claims), the trend would be steep and significant.

And in fact, it is: This correlation has an r-squared value higher than either of the other two comparisons: .082. And while that merely describes the strength of the correlation of these

factors, a P-value of zero means that this relationship is not coming about by chance; the relationship is statistically significant.

{SLIDE}

The red bars indicate 95% “confidence intervals,” meaning that there is a 95% chance the true mean falls into those ranges. As you can see, we are unable to draw a horizontal line within these intervals.

We often talk about policy in terms of maintaining a “level playing field.” Usually, that’s a metaphorical concept, but thanks to the data we have at hand, we can see the actual tilt of the playing field in front of us.

By a quantitative analysis, we know that there is a problem here, whereby any particular worker is less likely to have their claim covered if they are employed by a self-insurer. This is a mathematical fact.

Additionally, a significant portion of the grocery industry in particular is self-insured. A qualitative survey of many UFCW members indicated an additional factor explaining a lack of denied claims: lack of faith in the workers compensation system.

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Many workers, fully aware of the challenges of proving an employment-related contagion, choose not to file claims at all, either because they are accessing their health care coverage instead, because they are using accrued paid time off in order to stay home, because they have been paid not to file a claim by their employer, or a combination of these factors. We see a lot of this in self-insured industries. And while this kind of quick solution is a no-brainer for someone whose rent is coming due... it ignores the fact that any secondary effects of COVID down the road will remain uncovered by any workers comp program, and those costs will be passed on to insurance ratepayers or taxpayers years from now.

Notably, while the OHA reported that 8.9% of workplace outbreak-related cases of COVID came from the retail sector, only 1 percent of workers comp claims came out of that sector. Food and Beverage processing accounted for nearly 15% of all workplace outbreak cases... but only 0.5% of claims. Warehousing accounted for nearly 7% of workplace outbreak cases but about 0.1% of claims.

But even without these workers filing claims, the gross disparities that we saw in the previous data still exist!

This brings us to our solutions.

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Our amendments to SB 801 address the issue around self-insured plans, which have an obvious perverse incentive to deny claims (or encourage non-filing of claims) which is proved by the data collected over the past year.

While several states have simply banned self-insured plans, SB 801-1 takes a more nuanced approach, in stating that an employer may continue to self-insure, allowing that SAIF -- the public entity with a broad not-for-profit mission -- processes those claims. These claims would be processed alongside SAIF's own claims, using the same criteria meant to be utilized by these self-insured entities currently. The difference, however, is that as SAIF makes determinations, any necessary funds would be drawn from the self-insured employer's own pool, as opposed to SAIF's funds. Additionally, SAIF would be empowered to recoup its administrative costs.

(A question you might ask to any employers concerned about additional costs is: "Why, if these claims would be evaluated on the same basis as today, would you be concerned about additional costs?")

{SLIDE}

With regard to non-filing of claims, SB 802-1 ensures that front-line workers who are providing a public-facing service during the Governor's emergency order may seek coverage for secondary effects of COVID if they opted not to file an initial claim during the emergency. This helps address the tough but necessary decision some workers have made to take paid time off as opposed to seeking a Workers Comp claim, which otherwise leaves any as-yet-unknown future effects stemming from COVID uncovered. As an example, a worker who contracted COVID at work and had few symptoms may have opted to utilize paid time off and their health insurance instead of filing a claim. In several years though, if they begin experiencing respiratory troubles that are COVID-related, this measure leaves the door open so that they would be able to file a claim for that.

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In the interest of time, I'll leave it there and acknowledge that the measures themselves are somewhat more precise and there are details that will be determined by rule. I want to let us get to hearing from workers who have been affected by the current system. Suffice to say, these are real problems experienced by real people, as well as the data collected over the past year verifying that these are not isolated issues. We look forward to working on solutions.

Thank you.