

**SERVICE AGREEMENT BETWEEN
VILLAGE OF OAK PARK AND
PMA MANAGEMENT CORP.**

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 21 day of June, 2017 by and between the Village of Oak Park (the "Village"), an Illinois municipal corporation and an authorized self-insured entity, and PMA Management Corp. ("PMA"), a Pennsylvania corporation authorized to conduct business in the State of Illinois.

WHEREAS, the Village intends to have third party administrator services performed by PMA for the Village's self-insured workers' compensation program and other services as set forth herein pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

A. CONTRACT DOCUMENTS.

1. This Agreement shall consist of the following documents (the "Contract Documents"):
 - a. The Village's Request for Proposals, a copy of which is attached to and incorporated into this Agreement;
 - b. PMA's Proposal in Response to the Village's Request for Proposals, a copy of which is attached to and incorporated into this Service Agreement; and
 - c. This Agreement.
2. In case of a conflict between the Contract Documents, the conflict shall be resolved so that the Village's Request for Proposals and/or this Agreement controls over PMA's Proposal.

B. APPOINTMENT OF PMA. For the price and at the terms set out in this Agreement, the Village appoints PMA, and PMA agrees to serve as the Village's Third Party Administrator ("TPA") for the Village's self-insured workers compensation program created and existing under the State of Illinois ("State") Self-Insurance Regulations.

C. FUNCTIONS OF PMA. During the term of this Agreement, PMA shall perform the following functions:

1. Claim Administration.
 - (a) Claim Management and Administration. In compliance with its best practices, PMA will manage and administer all workers compensation claims of the Village that occur during the period of this Agreement. All claim payments shall be made with Village funds. PMA will act on behalf of the Village in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.

- (b) **Claim Settlement.** PMA will settle claims of the Village with Village funds in accordance with guidelines established by the Village.
- (c) **Claim Reserves.** PMA will recommend reserves for unpaid reported claims and unpaid claim expenses.
- (d) **Allocated Claim Expenses.** PMA will pay all approved Allocated Claim Expenses with Village Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Village's program. The Village shall be notified and shall timely approve all Allocated Claim Expenses prior to the expense being incurred. Nothing in this Agreement shall be construed to prohibit the Village from selecting and using its own vendors for Claim Expenses such as medical care, occupational health services, Independent Medical Examiners, nurse case management, surveillance, attorneys, or other claim expenses listed in this paragraph. Allocated Claim Expenses will include, but not be limited to, charges for:
 - 1) Independent medical examinations of claimants;
 - 2) Managed care expenses, which include the services provided by PMAXX, PMA's proprietary managed care program;
 - 3) Fraud detection expenses, such as surveillance, which include the services provided by PMA's Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;
 - 4) Court costs, fees, interest and expenses;
 - 5) Depositions, court reporters and recorded statements;
 - 6) Independent adjusters and appraisers;
 - 7) Index bureau and OFAC (Office of Foreign Assets Control) charges;
 - 8) Electronic Data Interchanges, EDI, charges if required by State law;
 - 9) MMSEA/SCHIP compliance charges;
 - 10) PMA personnel, at its customary rate or charge, but only with respect to claims outside the State of Illinois and only if such customary rate is communicated to the Village prior to incurring such cost;
 - 11) Actual reasonable expenses incurred by PMA employees outside the State of Illinois for meals, travel, and lodging in conjunction with claim management;

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- 12) Police, weather and fire report charges that are related to claims being administered under Village's program;
- 13) Charges associated with accident reconstruction, cause and origin investigations, etc.;
- 14) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Village's program;
- 15) Charges associated with Medicare Set-Aside Allocations; and
- 16) Other expenses normally recognized as ALAE by industry standards.

(e) Subrogation. PMA will monitor claims for subrogation.

(f) Provision of Reports. PMA agrees to provide reports to the Village as specified in the Schedule of Reports attached hereto as Exhibit A.

(g) Funding of Claims and Expenses.

- a. PMA will establish a non-interest bearing checking account in PMA's name ("Payment Account") with PMA's bank, which is to be funded by the Village but which PMA will administer for the purposes of paying claims and ALAE, in accordance with the procedures set forth in this Section. PMA will provide the Village with a monthly schedule ("Payment Register") outlining all claim payments, ALAE, and correction items funded by PMA and will contain the name of the payee, date of payment, amount of payment, and claim number for all transactions occurring during the prior month.
- b. The Village agrees to fund its claim and expense obligations by way of electronic transfer, PMA will automatically withdraw funds from the Village's account at Village's bank through the Automated Clearing House System ("ACH Debit") for deposit to the Payment Account. ACH Debit activities will occur on a monthly basis. The Village acknowledges that it has signed an Authorization to Access Account Form prior to the inception of PMA's services.
- c. The Village agrees that the Payment Account will initially be funded by Village in the amount of \$100,000, an amount equal to 1.5 months estimated claims payments and ALAE which amount may be revised at PMA's discretion at any time based upon the Village's actual claims and expense payment history. If at any time the Payment Account balance is depleted by 75% or more, PMA will automatically withdraw funds sufficient to replenish the Payment Account.
- d. Should the Village fail at any time to maintain the required funding after receiving notification from PMA, then PMA will stop providing services, including ceasing to pay

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claims and expenses, until such funding has been restored and any related PMA bank charges, fees, or penalties have been paid by the Village.

- e. PMA is not obligated to pay any claims or expenses on behalf of the Village unless the required funds are made available by the Village to PMA to do so. Should PMA advance funding on the part of the Village, then the Village shall immediately reimburse PMA or PMA will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related PMA bank charges, fees, or penalties have been paid by the Village.
- f. This Section of the Agreement shall survive the termination of the Agreement.

(h) Section 111 Reporting

- a. The Village understands and acknowledges that it is a Responsible Reporting Entity ("RRE") as defined by the Centers for Medicare and Medicaid Services ("CMS"), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.
- b. The Village authorizes PMA to undertake Village's Section 111 reporting requirements as Village's Account Manager/Reporting Agent as it relates to the Village's Qualified Claims. The Village further agrees to fully cooperate with PMA, including the execution of any documents necessary for such authorization.
 - i. PMA shall not provide any Section 111 reporting services for Village's Record Only Claims.
 - ii. PMA shall not undertake Section 111 reporting activities for Village's claims which were converted from Village's prior TPA to PMA but were never serviced by PMA.
- c. PMA shall charge and the Village shall pay a fee of \$6.00 per claim for any claim PMA needs to query to determine the injured worker's Medicare status.
- d. The Village acknowledges and agrees to provide PMA with complete, accurate, and timely data for Section 111 reporting purposes.
- e. Upon receipt of complete, accurate claim data, PMA shall commence reporting of Village's data to CMS, and shall continue for as long as PMA provides claims handling services for the Village's Qualified Claims.

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PMA shall have no liability for any failure of (i) the Village to register as a RRE; (ii) the Village to execute any documents necessary to authorize PMA as its Account Manager/Reporting Agent; or (iii) the Village or its prior TPA to report the Village's claims when they were first required to do so.

2. **Loss Control Services.** Upon request from the Village and following the execution by PMA and the Village of a written agreement documenting the terms on which the services will be provided, PMA will provide the Village loss control services.

D. VILLAGE RESPONSIBILITIES. The Village agrees to:

1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.
2. Reasonably cooperate in the disposition of all claims.
3. Provide adequate funds to pay all claims and expenses in a timely manner.
4. Respond to reasonable information requests in a timely manner.
5. Provide a complete copy of current excess or other insurance policies, including endorsements and audits, applicable to Village's self-insurance program.
6. Promptly pay PMA's fees in accordance with the Illinois Local Government Prompt Payment Act.

E. OPERATING EXPENSES. The Village agrees to be responsible for and pay all of its own operating expenses other than service obligations of PMA. Such operating expenses shall include but not be limited to charges for the following:

1. All costs associated with the Village meeting its State of Illinois security and licensing requirements;
2. Certified Public Accountants;
3. Attorneys;
4. Outside consultants, actuarial services or studies and State of Illinois audits;
5. Independent payroll audits;
6. Allocated Claims Expenses incurred pursuant to Section (C)(1)(d) of this Agreement;
7. All applicable regulatory fees and taxes;

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8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies and extraordinary postage, such as bulk mailing, express mail or messenger service.
9. National Council on Compensation Insurance ("NCCI") charges;
10. Excess and other insurance premiums;
11. Costs associated with the development, record keeping and filing of fraud statistics and plans, but only if required by any State or regulatory authority having jurisdiction over Village; and
12. Other operating costs as normally incurred by the Village.

F. BOOKS AND RECORDS.

1. (a) PMA shall maintain all claim information relating specifically to the Village which is necessary for the performance of PMA'S obligations under this Agreement (the "Records"). The Records shall remain at all times the sole property of the Village.
(b) Access to Records: PMA shall maintain claim file data electronically and shall allow the Village access to the electronically stored data for the purpose of viewing and monitoring the status of all Village claims.
(c) The Records shall not include any manuals, forms, files and reports, documents, customer lists, rights to solicit renewals, computer records and tapes, financial and strategic data, or information which documents PMA'S processes, procedures and methods, or which PMA employs to administer programs other than the Village. The items specified in this Paragraph F. 1. (c) shall at all times be and remain the sole and exclusive property of PMA, and the Village shall not have any ownership, interest, right to duplicate or right to utilize these items except for the above documentation or information that relates solely to Village's Program.
2. During the term of this Agreement, PMA shall provide the Village with copies of any Records, whether stored electronically or not, if so requested by the Village. In the event this Agreement is terminated or non-renewed, Village Records will be turned over to the Village or to a successor administrator designated by the Village.
3. PMA shall make the Records available for inspection by any duly authorized representative of the Village, or any governmental or regulatory authority having jurisdiction over PMA or the Village.
4. PMA agrees to provide the Village with reasonable technical support to establish the Village's access to the electronic data. PMA agrees to work cooperatively with the Village to resolve any technical issues that interfere with the Village's access to the software.

G. NON-SOLICITATION OF EMPLOYEES. During the term of the Agreement and for two (2) years thereafter, the Village and PMA mutually agree not to recruit, solicit or hire any employee of the other without written permission.

H. TERM AND TERMINATION.

1. **Term of Agreement.** The first term of this Agreement shall be for three (3) years, beginning on August 1, 2017 and terminating on July 31, 2020. Thereafter, the parties may renew this Agreement at fees to be agreed upon at least 60 days prior to the end of the Agreement term.
2. **Termination of Agreement.** This Agreement may be terminated as follows:
 - (a) By mutual agreement of the parties hereto;
 - (b) Upon expiration of the current term of this Agreement if both parties have not agreed at least sixty (60) days prior to the end of the contract term written notice of their intention to renew as set forth in Section (H)(1) above;
 - (c) Upon dissolution of the Village's self-insurance program whether voluntary or due to cessation of Village's authority to self-insure;
 - (d) Upon dissolution of the Village's self-insurance program due to Village insolvency or bankruptcy;
 - (e) Upon thirty (30) days written notice by either party if the other party is in material breach of any term, covenant or condition contained herein; provided, however, that as a condition precedent to termination under this Section the terminating party shall give written notice of breach to the other party, who shall have ten (10) days from the date of the notice to begin to cure or correct the grounds for termination. If the grounds of termination are not corrected or cured within thirty (30) days of the Notice, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the thirty (30) day period.
 - (f) By either party by providing no less than 90 days prior notice.
3. **Services Following Termination of Agreement.** Should this Agreement be terminated or non-renewed for any reason, PMA will cease providing service, and shall turn over to the Village all Village files in PMA's possession or control, which shall include all open and closed files, at no charge to the Village. In addition, PMA will cooperate with any successor administrator in the orderly transfer of all functions, including providing a runoff listing of open claim files if desired by the Village and the transfer of any other records reasonable and necessary for a successor administrator.

Upon the Village's request and subject to agreement by PMA, PMA will be paid a reasonable negotiated fee to:

- (a) Provide for continued administration of the open claim files; and

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(b) Provide an electronic transfer of data if such is feasible, with the reasonable cost of providing such borne by the Village. The electronic transfer of data will be subject to a flat fee of \$2,500.

I. **SERVICE FEE PAYMENTS.** The Village shall pay to PMA a service fee as set forth in the Fee Proposal attached hereto as Exhibit B.

J. **RELATIONSHIP OF THE PARTIES.** With respect to the services provided by PMA in this Agreement, PMA is considered an independent contractor. Nothing in this Agreement shall be construed to create a relationship of employer/employee, partners or joint ventures between the Village and PMA. This Agreement is non-exclusive, and PMA shall have the right to perform services on behalf of other individuals, firms, corporations and entities.

K. **INDEMNIFICATION.**

1. **Indemnification by the Village.** The Village agrees that it will indemnify and hold harmless PMA and PMA's directors, officers, employees, agents, shareholders, subsidiaries and other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by PMA as a result of breach of this Agreement by the Village, or alleged misconduct, error or omissions by the Village, or by any of the Village's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Agreement.
2. **Indemnification by PMA.** PMA agrees that it will indemnify and hold harmless the Village and the Village's trustees, directors, officers, employees, agents, shareholders, subsidiaries, members, or other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by the Village as the result of breach of this Agreement by PMA or alleged misconduct, error or omissions by PMA, or by any of PMA's directors, officers, employees, agents, shareholders, subsidiaries or other affiliates in connection with the performance of this Agreement.

L. **CHANGE IN CIRCUMSTANCES.** In the event the adoption of any statute, rule or regulation materially changes the nature of the relationship between the parties hereto or the legal or economic premises upon which this Agreement is based, the parties hereto shall undertake good faith negotiations to amend the terms of this Agreement to account for such changes in a reasonable manner.

M. **SOFTWARE ACCESS.** The Village may be provided with the right to use one or more PMA Applications in connection with the services provided by PMA in this Agreement. PMA Applications include Cinch Risk Management Information System (Cinch). The right to use PMA Applications is non-exclusive, limited to the term of this Agreement pursuant to Section (H)(1) above, non-transferable and is solely for the internal business use of the Village.

PMA owns and reserves all rights, title, and interest in and to the PMA Applications. Village has no right to receive a copy of the object code or source code to the PMA Applications. Village may not attempt to:

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1. License, sell, lease or otherwise make the PMA Applications available to any other party. Village will not provide any access, passwords or other information regarding the PMA Applications to any third parties and/or competitors of PMA without the prior written consent of PMA;
2. Use the PMA Applications in any way that violates any law, regulation or mandate, or the term of this Agreement; or
3. Take any action that jeopardizes confidential or proprietary information held by PMA.

The Village is responsible for any confidential or proprietary information accessed or downloaded by The Village from the PMA Applications, including the implementation of appropriate information security controls surrounding such information.

Except as expressly provided in this Agreement, PMA Applications are provided "as-is." PMA disclaims all other warranties, express, implied, or statutory, including the implied warranties of merchantability, satisfactory quality, title, fitness for a particular purpose, non-infringement, compatibility, security, quiet enjoyment, or accuracy. Without limiting the foregoing, PMA does not warrant that access to or use of the PMA Applications will be uninterrupted or error-free. PMA will provide support for the PMA Applications.

N. MISCELLANEOUS.

1. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.
2. **Successors in Interest and Assignment.** This Agreement shall be binding upon, and inure to the benefit of the successors in interest and permitted assigns of the parties hereto. This Agreement shall not be assigned by either party without the express written approval of the other party.
3. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.
4. **Paragraph Headings.** All paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
5. **Waiver.** The failure of any party to enforce any provisions of this Agreement shall not constitute a waiver by such party of any provision. A past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to that same provision.
6. **Notice Provision.** All notices, requests and other communications required under this Agreement shall be in writing and delivered by hand or mailed, registered or certified, return receipt requested, postage paid, or sent via a nationally recognized overnight courier to the other party at the following address:

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Village:

Village Manager
Village of Oak Park
123 Madison St
Oak Park, IL 60302

PMA:

Frank X. Altieri, III, President
PMA Management Corp.
380 Sentry Parkway
Blue Bell, PA 19422

Copy to:

General Counsel
PMA Management Corp.
380 Sentry Parkway
Blue Bell, PA 19422

7. File Destruction Policy. PMA will maintain electronic claim file records or hard copy files (where applicable) on all closed files on behalf of the Village for a period of two (2) years after the month of closure, or for as long as necessary to protect the applicable statute of limitations, whichever is longer. PMA will notify the Village prior to the destruction of any file and shall give the Village the option of having the file sent to the Village for storage at its own expense.
8. Insurance. PMA will purchase and maintain insurance coverages for its performance of the services contemplated in this Agreement. Minimum policy limits are as follows:

Workers Compensation – Statutory
Professional - \$5,000,000
General Liability - \$1,000,000 / \$2,000,000
Umbrella - \$5,000,000

The Village, its officers, employees, agents and volunteers shall be named as additional insured on PMA's general liability and umbrella insurance policies set forth herein. PMA shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents and volunteers. PMA understands and agrees that any insurance protection required by this Agreement or otherwise provided by PMA, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, employees, agents and volunteers as herein provided. PMA waives and shall have its insurers waive its right of subrogation against the Village, its officers, employees, agents and volunteers.

9. Amendment. This Agreement may be amended only by a written document executed by the Village and PMA.
10. Confidential Information. Confidential Information includes nonpublic information that is exchanged between the Village and PMA, including, without limitation, information relating to the business, financials, personnel, customer data and operating procedures. Confidential

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Information includes information whether in written, electronic, or oral form created related to services provided under the Agreement. All Confidential Information is proprietary. Village and PMA may use the other party's Confidential Information only for the purpose of this Agreement and will limit its disclosure to only those persons reasonably necessary to perform under the Agreement. PMA will maintain the confidentiality of Village employees' health and other information in accordance with applicable law.

11. **Information Security.** PMA is responsible for the protection of the confidentiality, availability, privacy and integrity of Village information in our custody. PMA has implemented an Information Security Policy that has been developed to comply with applicable federal and state laws or regulations and industry best practices. The Information Security Policy applies to all PMA personnel, including temporary employees, independent contractors and vendors with access to PMA systems.
12. **Binding Authority.** The individuals executing this Agreement on behalf of PMA and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.
14. **Effective Date.** This Agreement shall be effective on the date of its execution by the Village Manager for the Village of Oak Park as set forth below
15. **Headings and Titles.** The headings and titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and dates reflected below.

PMA

By: 
Frank X. Altieri, III

Its: President

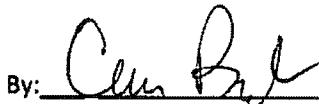
Date: June 28, 2017

ATTEST:

By: 
Vickie Williams

Its: Support Service Administrator

VILLAGE OF OAK PARK

By: 
Cara Pavlicek

Its: Village Manager

Date: 6/21, 2017

ATTEST:

By: 
Vicki Scaman

Its: Village Clerk

Date: 6/21, 2017

REVIEWED AND APPROVED
ASTOR POMPE


Paul L. Flynn
JUN 20 2017
LAW DEPARTMENT

EXHIBIT A

REPORTING

PMA Cinch Risk Management Information System

Workers' Compensation Loss Run

User can limit by location and accident date range.

Loss Run by Policy

Loss Run by Policy/Location

Loss Run by Location

Loss Run by Location/Policy

Open Loss Run by Policy

Open Loss Run by Location

New Claim Loss Run by Policy

New Claim Loss Run by Location

Summary by Policy

Summary by Policy/Location

Summary by Location

Summary by Location/Policy

Policy Summary

Location Summary

Loss Run by Accident State

Loss Run by State/Policy

Supplemental Loss Run by Location

Lost Time Open by Policy

Lost Time Open by Policy/Location

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Lost Time Open by Location

Data Summary – for exporting

Claim Level Table – for exporting

Location List

Workers' Compensation Medical Savings

User can limit by payment dates.

Savings by Policy

Savings by Location

Savings by Accident Year

Savings by Payment Year

Savings by State

Preferred Provider Network Results by Policy

Preferred Provider Network Results by Location

Preferred Provider Network Results by Accident Year

Preferred Provider Network Results by Payment Year

Preferred Provider Network Results by State

Savings Chart

Preferred Provider Network Results Chart

Preferred Provider Network Results by Provider

Preferred Provider Network Results by Location/Provider

Preferred Provider Network Results by State/Provider

Repriced Bills – for exporting

Eligible Bills – for exporting

Workers' Compensation NCCI Code Summary

User can limit by location and accident date range.

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Cause by Policy

Cause by Location

Cause by Policy/Location

Cause by Location/Policy

Cause Group by Policy

Cause Group by Location

Cause Group by Policy/Location

Cause Group by Location/Policy

Injury by Policy

Injury by Location

Injury by Policy/Location

Injury by Location/Policy

Body Part by Policy

Body Part by Location

Body Part by Policy/Location

Body Part by Location/Policy

Workers' Compensation Payments

Standard payment reports detail payments made in previous month. Additional payment report available where user can select any payment date range

Paid by Policy

Paid by Location

Paid by Location/Claim

Payment Detail

Detail by Policy

Detail by Location

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Paid this Period by Amount Paid

Paid this Period by Date

New vs. Existing Claims

Policy Summary

Location Summary

Location/Policy Summary

All Payment Listing – for exporting

Medical Payment Listing – for exporting

Expense Payment Listing – for exporting

Vocational Rehab Payment Listing – for exporting

Indemnity Payment Listing – for exporting

Workers' Compensation Repeaters

User can limit by number of claims and accident date range.

Repeater Report

Repeater Report with Incurred Values

Repeater Table for Exporting

Workers' Compensation Serious Loss

User can limit by total incurred amount and accident date range.

Serious Loss by Policy

Serious Losses by Policy/Location

Serious Losses by Location

Serious Losses by Location/Policy

Open Serious Losses by Policy

Data Summary – for exporting

Claim Level Table – for exporting

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Workers' Compensation Timely Reporting

User can limit by location and accident date range

Accident Report Timeliness

Accident Report Timeliness by Location

Policy Summary

Location Summary

Summary by Policy/Location

Summary by Location/Policy

Policy Summary by Claim Type

Location Summary by Claim Type

Workers' Compensation Reserve Change

Policy Year Totals

Account Total

Location Totals

Reserve Changes by Claim

Reserve Changes by Loss Line

Incurred Changes by Claim

Incurred Changes by Loss Line

Accident Year Totals

All Changes by Claim

All Changes by Claim/Location

Workers' Compensation Trending

User can limit by location and accident date range.

Day of Week by Policy

Day of Week by Location

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Age at Accident

Years of Experience

Job Description

Claims by Month/Year

Claims by Month/Location

Time of Day

Time of Day by Location

In addition to the standard report suite, users will have access to the following:

Workers' Compensation Analysis Tool

Users can analyze data by manipulating the following criteria

Accident date range

Accident state

Claim status

NCCI injury code

NCCI cause code

NCCI body part code

Location code

Policy year

Job description

Claim type

Day of the week

Employer defined custom fields

Workers' Compensation Executive Dashboard

A high level overview of the program, the last five years of loss data is presented in chart and table format. Users have the ability to apply location, claim type, claims status and accident date range limits.

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Incurred by Policy Year

Top Five Locations – Last Five Policy Years

Top Five Open Claims – All Years

Paid by Calendar Year

Policy Year Summary

Claim Status Analysis

Claim Type Summary

Closed Claim Analysis

Top Five Locations

Top Five Open Claims Last Five Years - by Incurred

Top Five Claims Closed this Month

Top Five Accident Cause Group

Top Five Accident Cause

Top Five Nature of Injury

Top Five Body Part

Expenses by Calendar Year

Medical Savings by Calendar Year

Lag Time

Network Penetration

Experience Analysis

Age Group Analysis

EXHIBIT B

FEES AND PAYMENT SCHEDULE

Life of Contract - Per Claim

New Claims Handling	Year 1	Year 2	Year 3
	Estimated Claims	Per Claim Rate	Per Claim Rate
Workers' Compensation Lost Time	20	\$785	\$785
Workers' Compensation Medical Only	25	\$131	\$131
WC - Incident Only	if any	\$25	\$25
Total		\$18,975	\$18,975

Take-over Claims Handling

		Estimated Claims	Per Claim Rate	Per Claim Rate	Per Claim Rate
Workers' Compensation Lost Time	25		\$275 recurring	\$275 per open	\$275 per open
Workers' Compensation Medical Only		15		\$110 one-time	
Total			\$7,205		

Fees include:

Claims Handling Activities - listed above
Account Management
Access to Websource Risk Control online mat'l's
PMA Organizational Safety Institute webinars
Nurse Triage - Lost Time Claims
Excess and Subrogation Recoveries
OSHA Log Tool

Unbundled/Additional Fees:

Account/Financial Administration	\$4,200	\$4,200	\$4,200
Cinch Risk Management Information System	\$6,000	\$6,000	\$6,000
6 users (\$500 for each additional)			
Access to Adjuster Log Notes			
Loss Analysis Reports			
Managed Care Savings Reports			
Reserve Analysis Reports			
Web Imaging/Scanned Documents			

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Total Estimated Annual Fees	\$41,880	\$29,175	\$29,175
		Plus open	Plus open
		LT takeovers	LT takeovers