



Village of Downers Grove

Report for the Village Council Meeting

Table 1 - Council Agenda item.

Subject	Approve Renewal Agreement for Third Party Claims Administration Services
Submitted By	Enza Petrarca, Village Attorney

Synopsis

A resolution has been prepared to authorize renewal of a three-year agreement between the Village and Charles Taylor TPA to be the Village's Third Party Claims Administrator (TPA) to administer and manage general/auto and worker's compensation claims against the Village.

Strategic Plan Alignment

The Strategic Goals for 2025-2027 include *Exceptional Municipal Services*.

Fiscal Impact

The annual cost for this service is a not to exceed service fee of \$30,000. The Fiscal Year 2026 budget includes sufficient funds for this service.

Recommendation

Approval on the June 9, 2026 Consent Agenda.

Background

The Village is self-insured for Risk Management and uses a Third Party Claims Administrator (TPA) to manage general and auto liability claims and worker's compensation claims. Charles Taylor TPA has served as the Village's TPA since 2011 and has agreed to not increase the not to exceed amount of the contract. Staff is pleased with the services provided by Charles Taylor and its approach to claims administration. Charles Taylor continues to have a solid record of client retention and also provides an online portal that allows the Village instant access to records.

Staff recommends approval of the agreement with Charles Taylor TPA for a three-year agreement.

Attachments

Resolution

Agreement

Resolution No.

A Resolution Authorizing Execution of an Agreement Between the Village of Downers Grove and Charles Taylor, TPA

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

SECTION 1. That the form and substance of a certain Third Party Administrative Services Agreement (the "Agreement"), between the Village of Downers Grove (the "Client") and Charles Taylor TPA ("CT TPA"), for the administration of workers compensation and liability claims programs, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

SECTION 2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

SECTION 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

SECTION 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

By: Mayor

Passed:

Published:

Attest:

By: Village Clerk



THIRD-PARTY ADMINISTRATIVE SERVICES AGREEMENT

This Third-Party Administrative Services Agreement (“Agreement”) is made as of the 1st day of August 2026 (“Effective Date”) by and between **Charles Taylor TPA, LLC** and its affiliates (“CT TPA”) and the **Village of Downers Grove, Illinois** (“Client”).

RECITAL

Client desires to engage the services of CT TPA to provide claims, administrative and other services specifically set forth in this Agreement, all on the terms and conditions set forth herein. For and in consideration of the mutual promises set forth herein, and for such other and further considerations, the parties hereby agree as follows:

1. Term of Agreement:

This Agreement shall commence at 12:01 a.m. on the Effective Date above and shall be for three (3) annual service periods as follows, unless cancelled in accordance with Paragraph 9 hereof.

- 8/1/2026 to 7/31/2027
- 8/1/2027 to 7/31/2028
- 8/1/2028 to 7/31/2029

2. CT TPA Duties:

During the term of this Agreement, CT TPA shall provide the following services pertaining to Client’s workers’ compensation obligations:

- (a) Receive notice of and create a file on each reported claim and maintain each file for Client.
- (b) Investigate claims as required to determine their validity and compensability.
- (c) Determine proper benefits due on compensable claims.
- (d) In accordance with established payment procedures, make timely payment of benefits due out of the Claims Fund Account to be funded by Client.
- (e) Prepare documentation and assist in the defense of cases; represent Client at the appropriate governmental agencies of the involved state; to the extent legally permitted, represent Client at conferences; recommend legal counsel and supervise legal counsel selected by Client.
- (f) Maintain and provide to Client pertinent data on all claim payments.
- (g) Provide loss reports to Client.
- (h) Make timely written reports to Client’s insurance carrier to comply with the reporting requirements of Client’s insurance policy and provide to Client a copy of all such reports.
- (i) Advise Client in writing of major developments arising in the investigation, adjustment, and settlement of significant claims.

- (j) Seek Client's approval of any proposed lump sum settlement.
- (k) Make available to Client or its authorized representative all claim files subject to this Agreement for the purpose of audit or claim review at any time during normal business hours of CT TPA, provided that forty-eight (48) hours advance notice of intent to conduct a claim audit or review is provided to CT TPA.
- (l) Provide enhanced bill review with PPO Network and medical bill review discounting.
- (m) Scan claim documents, medical bills, reports and explanation of benefit reports with client access to the scanned documents.
- (n) Provide pharmacy Discount Program.
- (o) Provide a claim and managed care integrated utilization review process.
- (p) Provide client access to adjuster memos, payment detail, scanned file documents and report writing that is easy to use and intuitive.
- (q) Provide experienced adjusters.
- (r) Provide a client service contact assigned to coordinate delivery of service.
- (s) Provide a client service person assigned to assist with reporting needs.
- (t) Provide a client service person assigned to provide special request cost and analysis reports.
- (u) Secure claim loss subrogation reimbursements.
- (v) Prepare an excess reimbursement report available online for client viewing.
- (w) SSAE audit report by CT TPA's Certified Public Accountant to assist Client with the client's financial audit.
- (x) Prepare standard financial reporting of data for use by the Client and its insurance broker of record.
- (y) Escrow funds management.
- (z) Client internet access to claim data for management of the Client to view adjuster notes, payment detail and to run standard loss runs and check register reports.
- (aa) Monitoring of the excess reimbursement status of claims, excess claim reporting to underwriters and the requesting of excess reimbursement from the excess insurance company.
- (bb) Attendance at claim review meetings (in person or virtually, as mutually agreed).

3. Client Duties:

In addition to any other obligations set forth in this Agreement, Client agrees:

- (a) To promptly provide all claims information to CT TPA.
- (b) To cooperate with CT TPA and its representatives in the investigation and defense of claims.
- (c) To provide witnesses as reasonably required regarding the defense and investigation of any claims.
- (d) To render decisions concerning payment of claims, and on all matters relating thereto, on a timely basis.
- (e) To be solely responsible for providing sufficient funds required for payment of benefits, fees, and expenses.
- (f) To promptly deliver funds as required to carry out this Agreement as and when requested by CT TPA.
- (g) To promptly notify CT TPA of any changes in insurance carriers or deductible amounts.

4. Claims Fund Account:

- (a) CT TPA agrees to maintain a claims fund account at a federally insured bank from which payments will be made to satisfy Client's claims and Allocated Claim Expense obligations.
- (b) Client agrees to timely provide funds for the Claims Fund Account in amounts requested by CT TPA.
- (c) At no time will CT TPA be required to extend credit or advance its own funds to satisfy Client's payment obligations and in no event will CT TPA be liable for fines, penalties, or other consequences arising from or related to Client's failure to properly and timely fund the Claims Fund Account.

5. Allocated Claim Expenses:

CT TPA will pay all Allocated Claim Expenses from the Claims Fund Account. Allocated Claim Expenses are all expenses incurred in connection with the investigation, adjustment, settlement, or defense of Client claims. Allocated Claim Expenses includes, but is not limited to, those charges incurred for:

- (a) Attorneys and experts;
- (b) Court cost, depositions, court reporter and related expenses;
- (c) Independent medical examinations of claimants;
- (d) Appraisers and Independent Adjusters;
- (e) Surveillance and private investigation;
- (f) Index Bureau (ISO) and Office of Foreign Assets Control (OFAC);
- (g) Electronic Data Interchange (EDI) if required by state law;
- (h) Managed care expenses including, but not limited to, utilization review, nurse case management, PPO networks, medical bill audits and medical bill review;
- (i) Subrogation;
- (j) Medicare set-aside allocations and related expenses;
- (k) Medical records, personnel records, and other similar documents; and
- (l) Medicare, Medicaid, SCHIP Extension Act (MMSEA) Section 111 eligibility queries and reporting required by federal law.

6. Compensation

A. Basic Fees:

Fees for these services shall not exceed the amount provided for in Exhibit B attached hereto and incorporated herein by reference. Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

B. CT TPA Invoices:

CT TPA shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, amounts billed to date, and amounts received to date.

C. Prompt Payment Act:

The Client will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to CT TPA within sixty (60) days of receipt of a proper bill or invoice. If payment is not issued to CT TPA within this sixty (60) day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this sixty (60) day period, until final payment is made.

The Client shall review in a timely manner each bill or invoice after its receipt. If the Client determines that the bill or invoice contains a defect making it unable to process the payment request, the Client shall notify CT TPA requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

7. General Terms and Conditions

A. Relationship Between CT TPA and the Client

The relationship between the Client and CT TPA is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

In the event of CT TPA's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), CT TPA may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, CT TPA agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of CT TPA's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with CT TPA in its efforts to comply with such Act and Rules and Regulations, CT TPA will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

C. Sexual Harassment

CT TPA, as a party to a public contract, has a written sexual harassment policy so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes CT TPA or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

CT TPA, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or CT TPA's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or CT TPA's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Non-Discrimination

CT TPA and its employees agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

F. Campaign Disclosure Certificate

CT TPA shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

G. Patriot Act Compliance

CT TPA represents and warrants to the Client that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CT TPA further represents and warrants to the Client that CT TPA and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CT TPA hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

H. Cooperation with FOIA Compliance

CT TPA acknowledges that the Freedom of Information Act may apply to public records in possession of CT TPA. CT TPA shall cooperate with the Client in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et. seq.

I. Copyright or Patent Infringement

CT TPA agrees to indemnify, defend, and hold harmless the Client against any suit, claim, or proceeding brought against the Client for alleged use of any equipment, systems, or services provided by CT TPA that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

J. Standard of Care

Services performed by CT TPA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or

guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If CT TPA fails to meet the foregoing standard, CT TPA will perform at its own cost, and without reimbursement from the Client, the professional services necessary to correct errors and omissions caused by CT TPA's failure to comply with the above standard and reported to CT TPA within one (1) year from the completion of CT TPA's services for the Project.

8. Insurance and Indemnification of the Client

A. Insurance

CT TPA shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect CT TPA from the types of claims set forth below which may arise out of or result from CT TPA's operations under this Contract and for which CT TPA may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of CT TPA's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than CT TPA's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by CT TPA, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by CT TPA or failure to properly perform services under the scope of the agreement between CT TPA and the Client.

CT TPA shall demonstrate having insurance coverage for a minimum of \$2 million (\$2,000,000.00) for professional liability (errors and omissions).

As evidence of said coverages, CT TPA shall provide the Client with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least thirty (30) days prior notice to the Client.

B. Indemnification

CT TPA will indemnify and hold harmless the Client and its officers, employees and agents from any and all liability, losses or damages the Client may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of CT TPA under this Agreement. This indemnification does not apply to liability caused by the Client's own negligence. This provision shall survive termination of this Agreement.

9. Miscellaneous Provisions

A. Termination

In the event of CT TPA's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Client, the Agreement may be canceled, in whole or in part, upon the Client's written notice to CT TPA. The Client will pay CT TPA's costs actually incurred as of the date of receipt of notice of termination. Upon termination, CT TPA will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination. No services will be performed by CT TPA under this Agreement after the date this Agreement is terminated, and CT TPA will turn over all Client files as set forth in Paragraph 14 hereof. However, upon Client's request and subject to written agreement by CT TPA, CT TPA will be paid a reasonable and negotiated fee to:

- (1) Provide continued adjustment and administration of open claim files existing as of the date of termination of this Agreement;
- (2) Cooperate with any successor administrator in the transfer of all functions, and, if requested by Client, provide a runoff listing of open claim files and other records reasonable and necessary for the successor administrator; and/or
- (3) Provide an electronic version of the claim data.

B. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

C. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

D. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any

future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

E. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

F. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

G. Assignment

CT TPA will not assign or subcontract any portion of this Agreement, unless the Client agrees to the assignment or subcontract in writing. Any assignment will not relieve CT TPA from its obligations or change the terms of this Agreement.

H. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first-class postage affixed and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

Village Manager
Village of Downers Grove
850 Curtiss Street
Downers Grove, IL 60515

Copy to:
Village Attorney
Village of Downers Grove
850 Curtiss Street
Downers Grove, IL 60515

Any notice by Client to CT TPA required or permitted to be given under this Agreement shall be given in writing and sent by registered or certified mail to the attention of CT TPA's Chief Claims Officer, as follows:

Charles Taylor TPA
Attn: Chief Claims Officer
1700 Eastpoint Pkwy, Suite 250
Louisville, KY 40223

11. Disadvantaged Business Enterprise (Dbe) Certification

Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE

status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE CLIENT UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

12. Village Ordinances

CT TPA will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

13. Use of Village's Name

CT TPA is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the CLIENT.

14. Ownership of Files and Records:

1. All claim files generated by CT TPA because of its activity pursuant to this Agreement shall remain the property of Client. After the termination of this Agreement and settlement of all accounts with CT TPA, upon request of Client, all claim data shall be electronically transmitted to Client or their designee.
2. Manuals, forms, CT TPA files and reports, customer lists, computer records, financial and strategic data, information which documents CT TPA's processes, procedures and methods and information and data which CT TPA employs to administer programs, other than Client's program, shall at all times be and remain the exclusive property of CT TPA and Client shall not have any ownership, interest, right to duplicate or right to utilize such items except for documentation or information that specifically and solely relates to Client's program

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WITNESS: _____

FOR: The Village of Downers Grove (Client)

BY: _____

TITLE: _____

DATE: _____

FOR: Charles Taylor TPA
 PO Box 436499
 Louisville, Kentucky 40253-6499



BY: Greg Sisson

TITLE: Chief Claims Officer

DATE: May 28, 2026

**Exhibit A
Campaign Disclosure Certificate**

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Consultant agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

- Consultant has **not** contributed to any elected Village position within the last five (5) years.



Signature

Gregory Edward Sisson

Print Name

- Consultant has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

EXHIBIT B
THIRD-PARTY ADMINISTRATIVE SERVICES AGREEMENT

Pursuant to Paragraph 6 of the Agreement, the service fees of CT TPA will be determined as follows:

Liability and Workers' Compensation
Third Party Claims Administration Service Fees:

Annual Minimum Service Fee Deposit: **\$25,000 with a maximum claims service fee of \$30,000**

- This service deposit fee includes the following:
 - New claims received
 - Continued management of all existing claims
 - Annual administration fee
 - Access to your claims data through our claims system
- Annual Audit – to be completed following the end of each contract period to determine the actual number of claims and claim types, and Client shall pay CT TPA any fee above that paid as a minimum deposit based on the following rates:
 - 1st and 3rd Party Property Damage and APD: **\$600**
 - Auto and GL Bodily Injury: **\$1,100**
 - Professional Liability (LEL, POL, EBL, & EPLI): **\$1,750**
 - Incident Only: **\$40**
 - Medical Only: **\$195**
 - Indemnity/ Extensive Medical: **\$1,250**
 - Annual Administration Fee: **\$6,000**
 - Claims open longer than three (3) years (per month / claim): **\$45**
 - **Fees are subject to annual adjustment based on Consumer Price Index starting year 2.**

Other Ancillary Services:

- Medical and Pharmacy Bill Review: **\$10 / bill**
- Medical Bill Savings (below fee schedule rates): **30%**
- Telephonic Case Management (per hour – if authorized): **\$95**
- Field Case Management (per hour – if authorized): **\$99**
- Utilization Review:
 - Pre-Certification (per hour): **\$225**
 - Re-consideration (per hour): **\$95**
- Nurse Claim Review (per hour): **\$175**
- MMSEA, Section 111 Reporting - CT TPA will serve as the Client's Account Manager on files that CT TPA administers for the Client, to assist with Section 111 MMSEA queries and reporting. Queries will be completed by CT TPA as required by the MMSEA at no additional cost. An allocated expense of \$525 will be charged

when file reporting of confirmed Medicare eligible claimants is required and accomplished.

- Nurse Triage Services: (optional). CT TPA offers client nurse triage services to assist in coordination of care for injured workers at the point of injury to receive appropriate treatment by a nurse 24/7 at an offered rate of \$150 per triage call
- FMLA Claims Services: (optional). At any point in the contractual period, client can choose to utilize CT TPA's absence management services for FMLA claims management and compliance at a rate of \$225 per claim.
- Unemployment Claims Services: (optional). At any point in the contractual period, client can choose to utilize CT TPA's Unemployment claims services at a rate of \$55 per claim.

Claim Type Definitions:

1. Incident-Only

- a. Created only to record initial information provided
- b. Closed immediately after creation
- c. No investigation, handling or payments will occur

2. Medical-Only

Basic claims with total incurred less than \$3,500, which have:

- no indemnity benefit exposure
- no compensability questions
- no subrogation recovery
- no problematic medical issues
- no litigation involved
- open less than 180 days

3. Indemnity / Extensive Medical

- a. Claims which are not Incident-Only or Medical-Only defined above