

**SERVICE AGREEMENT BETWEEN  
CITY OF AURORA AND  
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

**THIS SERVICE AGREEMENT** is made and entered into this 15 day of April, 2024, by and between City of Aurora (the “Client”), an authorized self-insured entity, and Cannon Cochran Management Services, Inc. (“CCMSI”), a Delaware corporation. It is agreed between the parties hereto as follows:

- A. APPOINTMENT OF CCMSI.** The Client hereby appoints CCMSI, and CCMSI hereby agrees to serve, as Third Party Administrator (“Administrator”) of the Client’s self-insurance program created and existing under the State of Illinois (“State”) Self-Insurance Regulations.
- B. FUNCTIONS OF CCMSI.** During the term of this Agreement, the regular functions of CCMSI as the Client’s Administrator shall include the following:
1. Claim Administration.
    - (a) Claim Management and Administration. In compliance with its Best Practices, CCMSI will manage and administer all claims of the Client that occur during the period of this Agreement. All claim payments shall be made with Client funds. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.
    - (b) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.
    - (c) Claim Reserves. CCMSI will establish reserves for unpaid reported claims and unpaid claim expenses.
    - (d) Allocated Claim Expenses. CCMSI will pay, at market rates, all Allocated Claim Expenses with Client 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 Client’s program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by CCMSI. 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 comp mc™, CCMSI’s proprietary managed care program. Examples of managed care expenses includes but is not limited to state fee schedule, PPO networks, utilization review, nurse case management, medical bill audits and medical bill review;
      - 3) Fraud detection expenses, such as surveillance, which include the services provided by FIRE, CCMSI’s proprietary Special Investigation Unit (SIU), and other related expenses

associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;

- 4) Attorneys, experts and special process servers;
  - 5) Court costs, fees, interest and expenses;
  - 6) Depositions, court reporters and recorded statements;
  - 7) Independent adjusters and appraisers;
  - 8) Index bureau and OFAC (Office of Foreign Assets Control) charges;
  - 9) MMSEA/SCHIP compliance charges; CCMSI, in conjunction with its reporting agent/MSP vendor, will comply with applicable MMSEA and Section 111 reporting requirements on behalf of the client. CCMSI will provide monthly Medicare eligibility query checks and quarterly mandatory insured reporting compliant with applicable CMS guidelines
  - 10) Electronic Data Interchanges, EDI, charges if required by State law;
  - 11) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;
  - 12) Actual reasonable expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management;
  - 13) Police, weather and fire report charges that are related to claims being administered under Client's program;
  - 14) Charges associated with accident reconstruction, cause and origin investigations, etc.;
  - 15) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;
  - 16) Charges associated with Medicare Set-Aside Allocations and other related MSP Services;
  - 17) Legal bill review expenses, which include, the services provided by CLEAR, CCMSI's proprietary legal bill review program. This shall include charges related to legal bill review / audit, which shall include reviewing and auditing invoices submitted by Client-approved law firms for compliance with the Client's Defense Counsel Billing Guidelines.
  - 18) Other expenses normally recognized as ALAE by industry standards.
- (e) Subrogation. CCMSI will monitor claims for subrogation.

- (f) Provision of Reports. CCMSI agrees to provide reports to the Client as specified in the Schedule of Reports attached hereto as Exhibit A.
- 2. Risk Management Services. CCMSI will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties. The Schedule of additional Risk Management Services to be provided is attached hereto as Exhibit B.
- 3. Loss Control Services. CCMSI will provide the Client loss control services upon mutual agreement of the parties. The client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices.

CCMSI assumes no responsibility for the detection, identification, communication, mitigation, or elimination of any unsafe condition or practice associated with the safety program of any client. Further, CCMSI assumes no responsibility for any injury sustained by an employee of the client. The Schedule of Loss Control Services to be provided is attached hereto as Exhibit C.

- 4. Legal Bill Review / Audit Services. In conjunction with its claims administration services, CCMSI will provide Client with Legal Bill Review / Audit Services (CLEAR). The Schedule of Legal Bill Review / Audit Services, including applicable fees, is attached hereto as Exhibit E.
- 5. Managed Care Services. CCMSI will provide the Client with managed care services (comp mc™) upon mutual agreement of the parties. The Schedule of Managed Care Services to be provided is attached hereto as Exhibit D.

**C. CLIENT RESPONSIBILITIES.** Client 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. Identify in writing all insurance carriers applicable to CCMSI's claim handling responsibilities contemplated in this Service Agreement that CCMSI will have claim or data reporting requirements. In this regard, Client agrees to provide CCMSI with a complete copy of the current excess or other insurance policies, including applicable endorsements and audits, applicable to Client's insurance program and this Service Agreement. CCMSI assumes no responsibility of any kind for not reporting an otherwise reportable claim to any carrier that Client has failed to disclose to CCMSI and / or provide CCMSI with a copy of the applicable insurance policy and reporting instructions relative to that carrier.

6. When applicable, obtain and provide to CCMSI an active Registered Reporting Entity (RRE) number through the Centers of Medicare & Medicaid Services that CCMSI is explicitly authorized to use for mandatory MMSEA Section 111 reporting. When applicable, client agrees to maintain this RRE # by fulfilling CMS's annual recertification process.
7. Pay any fees or costs charged by any carrier or prior TPA of Client for the conversion of data associated with CCMSI handling run off claims for Client, or for the general transfer of data to CCMSI's operating systems.
8. Promptly pay CCMSI's fees.

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

1. All costs associated with Client meeting its State security and licensing requirements;
2. Certified Public Accountants
3. Attorneys, other than provided for in Section B.1. (d) 3) and B.1. (d) 4) of this Agreement;
4. Outside consultants, actuarial services or studies and State audits;
5. Independent payroll audits;
6. Allocated Claims Expenses incurred pursuant to Section B. 1. (d) of this Agreement;
7. All applicable regulatory fees and taxes;
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 Client;
12. Other operating costs as normally incurred by the Client.

**E. BOOKS AND RECORDS.**

1. (a) CCMSI shall maintain all claim information relating specifically to the Client which is necessary to the performance of CCMSI's obligations under this Agreement (the "Records"). The Records shall remain at all times the sole property of the Client.  
  
(b) 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 CCMSI's processes, procedures and methods, or which CCMSI employs to administer programs other than the Client. The items specified in this Paragraph E. 1. (b) shall at all times be and remain the sole and exclusive property of CCMSI, and the Client 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 Client's Program.
2. During the term of this Agreement, CCMSI shall provide the Client with copies of the Records, if so requested by the Client. Any reasonable costs of reproduction of the Records shall be borne by the Client.
3. CCMSI shall make the Records available for inspection by any duly authorized representative of the Client, or any governmental or regulatory authority having jurisdiction over CCMSI or the Client.

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

**G. OTHER INSURANCE.** If CCMSI places any specific or aggregate excess insurance, reinsurance, or other insurance product associated with this Agreement, then customary commissions and fees will be retained by CCMSI.

**H. TERM AND TERMINATION.**

1. Term of Agreement. The first term of this Agreement shall be for Three (3) years beginning on April 15, 2024 and terminating on April 14, 2027. Unless the Agreement is terminated as set forth in paragraph H. 2., it will automatically renew for successive Three (3) year terms. At least ninety (90) days prior to the expiration of each Three (3) year term of this Agreement, the parties shall enter into good-faith negotiations regarding any proposed change in Agreement terms or fees. If there are no changes requested by either party, then the Agreement will automatically renew under the same terms and fee arrangement as the prior term.
2. Termination of Agreement. This Agreement may be terminated:
  - (a) By mutual agreement of the parties hereto;

- (b) Upon expiration of the current term of this Agreement if either party has given the other at least ninety (90) days written notice of its intention to terminate as set forth in paragraph H. 1.;
- (c) Upon dissolution of the Client's self-insurance program whether voluntary or due to cessation of Client's authority to self-insure;
- (d) Upon dissolution of the Client's self-insurance program due to Client insolvency or bankruptcy;
- (e) Upon ninety (90) 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 H. 2. (e), the terminating party shall give written notice to the other party, who shall have sixty (60) days from the date of such notice to cure or correct the grounds for termination. If the grounds of termination are not corrected or cured during the sixty (60) day period, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the ninety (90) day period described herein.

I. **SERVICE FEE PAYMENTS.** The Client shall pay to CCMSI a service fee as outlined in the Fee and Payment Schedule attached hereto as Exhibit F.

J. **ARBITRATION.** If an irreconcilable difference of opinion or claim should arise between the Client and CCMSI as the interpreters of any matter relating to this Agreement, such matter will be submitted to mediation or arbitration as the sole remedy available to both parties. Any such mediation or arbitration will take place in the City of Aurora, Illinois and will be conducted in accordance with the then-current rules of the American Arbitration Association.

K. **RELATIONSHIP OF PARTIES.** With respect to the services provided by CCMSI in this Agreement, CCMSI 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 Client and CCMSI. This Agreement is non-exclusive, and CCMSI shall have the right to perform services on behalf of other individuals, firms, corporations and entities.

L. **INDEMNIFICATION.**

1. **Indemnification by Client.** The Client agrees that it will indemnify, as allowed by state of Illinois case law/statutes and public policy, and hold harmless CCMSI and CCMSI'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 CCMSI as a result of breach of this Agreement by the Client, explicit instruction by the Client, or alleged misconduct, error or omissions by the Client, or by any of the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Agreement. Agents as used herein include third party vendors selected by Client.

2. **Indemnification by CCMSI.** CCMSI agrees that it will indemnify and hold harmless the Client and the Client'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 Client as the result of breach of this Agreement by CCMSI or alleged misconduct, error or omissions by CCMSI, or by any of CCMSI's directors, officers, employees, agents, shareholders, subsidiaries or other affiliates in connection with the performance of this Agreement.

**M. 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. This includes the happening or development of a local, regional, national or global health situation, crisis, pandemic, or catastrophic event that would impact the volume and type of claims to be administered by CCMSI under this Agreement. In the event of any such occurrence, either party may contact the other in good faith and seek to amend the terms and / or service fees applicable to this Agreement.

**N. SOFTWARE ACCESS.** The Client may be provided with the right to use one or more CCMSI Applications in connection with the services provided by CCMSI in this Agreement. CCMSI Applications include iCE, MyReports, Loss Control ASAP, Loss Control Resources and iCEBAR. The right to use CCMSI Applications is non-exclusive, limited to the term of this Agreement per paragraph H.1., non-transferable and is solely for the internal business use of Client. If Client wants access to any CCMSI application after expiration of the term of this Agreement, the minimum annual fee will be \$25,000.

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

1. License, sell, lease or otherwise make the CCMSI Applications available to any other party. Client will not provide any access, passwords or other information regarding the CCMSI Applications to any third parties and/or competitors of CCMSI without the prior written consent of CCMSI;
2. Use the CCMSI 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 CCMSI.

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

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

**O. MISCELLANEOUS.**

1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of law.
2. Timing of Services. CCMSI may exercise its own reasonable judgment, within the parameters set forth herein and in compliance with State regulations, as to the time and manner in which it performs the services required hereunder. Additionally, CCMSI will be held to a standard of like administrators performing like services for customers such as Client.
3. Successors in Interest. This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.
4. 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.
5. 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.
6. 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.
7. 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:

Client:  
Law Department  
Corporation Counsel  
City of Aurora  
44 E. Downer Pl.  
Aurora, IL 60507

CCMSI:  
Cannon Cochran Management Services, Inc.  
2 E. Main St.  
Danville, IL 61832  
Attn: Chief Operating Officer

8. File Destruction Policy. CCMSI will maintain electronic claim file records or hard copy files (where applicable) on all closed files on behalf of Client for a period of fifteen (15) years after the month of closure, or for as long as necessary to protect the applicable statute of limitations, whichever is longer. It is the sole responsibility of Client to advise CCMSI if files are not to be destroyed per this policy.

9. Insurance. CCMSI 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  
Cyber Coverage - \$5,000,000

10. Escheatment. CCMSI is responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports on CCMSI escrow accounts.
11. Confidential Information. Confidential Information includes nonpublic information that is exchanged between the Client and CCMSI, including, without limitation, information relating to the business, financials, personnel, customer data and operating procedures. Confidential Information includes information whether in written, electronic, or oral form created and relating to services provided under the Agreement. All Confidential Information is proprietary. Client and CCMSI 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. CCMSI will share non-personal bulk claim data with the IDS National Database unless the Client directs otherwise. Client is subject to the Illinois Freedom of Information Act. If a request for confidential information is requested, Client will notify CCMSI.
12. Information Security. CCMSI is responsible for the protection of the confidentiality, availability, privacy and integrity of Client information in our custody. CCMSI 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 CCMSI personnel, including temporary employees, independent contractors and vendors with access to CCMSI systems.
13. Entire Agreement/Amendment. This Agreement sets forth the full and final understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior agreements and understandings between them, whether written or oral. This Agreement may be amended only by written document executed by the Client and CCMSI.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: \_\_\_\_\_  
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

CITY OF AURORA

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**SCHEDULE OF REPORTS**

1. A detailed listing of all claims broken down by location, policy year and line of coverage. (MONTHLY)
2. A summary of all claims broken down by location, policy year and line of coverage. (MONTHLY)
3. A check register listing all checks issued during a reporting period. (MONTHLY)
4. Detailed financial summary AL/GL valued including special check issue (MONTHLY)
5. Detailed Financial Summary WC valued (MONTHLY)
6. Special Summary WC report including special check issue (MONTHLY)

**EXHIBIT B**

**SCHEDULE OF RISK MANAGEMENT SERVICES**

None to be Provided

**EXHIBIT C**

**SCHEDULE OF LOSS CONTROL SERVICES**

None to be Provided

CCMSI will provide the Client loss control services upon mutual agreement of the parties. The client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices.

CCMSI assumes no responsibility for the detection, identification, communication, mitigation, or elimination of any unsafe condition or practice associated with the safety program of any client. Further, CCMSI assumes no responsibility for any injury sustained by an employee of the client.

**EXHIBIT D**

**SCHEDULE OF comp mc™ SERVICES AND FEES**

**Provider Bill Re-pricing**

<b><i>Service</i></b>	<b><i>Fee</i></b>
Usual and Customary re-pricing	\$10.00 per bill
Fee Schedule state re-pricing	\$10.00 per bill
Medical Bill State Reporting for applicable medical bills to reportable state	\$1.50 per reportable bill

**PPO Re-pricing / Out of Network Negotiations**

PPO re-pricing / Specialty and Hospital bill negotiation is billed at 33% of savings
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**Pharmacy Network Services**

Pharmacy Network services are priced at 33% of savings.
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**EXHIBIT E**

**SCHEDULE OF CLEAR SERVICES AND FEES**

<b>Service</b>	<b>Description</b>	<b>Service Fee</b>
Legal Bill Review / Audit Services	Review and audit all legal invoices submitted by Client-approved law firms for adjudication in compliance with Client’s Defense Counsel Billing Guidelines and Generally Accepted Legal Billing Principles.	<p align="center"><b>PAID TO BOTTOMLINE TECHNOLOGIES, INC.</b></p> 1.95% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).
Management Fee for administration of Legal Bill Review Program, administration and integration of data reporting and data transfer, development and delivery of Performance Reports, and maintenance of technology interface	Integration and interface of legal bill review / audit software with CCMSI’s claim system necessary to review and adjudicate legal invoices electronically. Periodic standard reports will be developed and produced summarizing Client’s overall savings results. Metrics will be applied to analyze the overall performance of law firms. A Bill Analysis Report (BAR) will be generated for each legal invoice reviewed. The BAR will be included with each check to the appropriate law firm and include details and supporting documentation for any deductions applied to the original billing.	<p align="center"><b>PAID TO CCMSI</b></p> 0.25% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).

**Note:** Fees relative to legal bill review services will appear on the transaction register payable to “CLEAR”, CCMSI’s proprietary legal bill review program.

**Guarantee:** If Legal Bill Review savings achieved for Client is less than the 2.20% total service fee incurred on an annual basis, the Client will be refunded the difference between the service fee incurred and the amount actually saved on invoices. Therefore, service fees will never exceed the savings achieved for Client on an annual basis. Bottomline Technologies, Inc. and CCMSI service fees are paid as ALAE to the applicable claim file as described in section B. 1.(d)17) of this Agreement.

**EXHIBIT F**

**FEE AND PAYMENT SCHEDULE**

<b>Service Agreement Term: April 1, 2024 to March 30, 2027</b>	
<i>Services:</i>	<i>Fees:</i>
<b>Claims Administration</b>	<b>As Outlined</b>
<p>CCMSI will manage all workers' compensation claims for the <b>Life of Contract</b> for a <b>per claim fee</b> as follows:</p> <p>Claims will be analyzed by the number and type of claim on an on-going basis and priced on a per claim basis as outlined below. CCMSI will bill quarterly.</p> <p><b><u>New Life of Contract Claim Fees:</u></b></p> <p><u>WC</u></p> <ul style="list-style-type: none"> <li>• Indemnity: \$1,000</li> <li>• Medical Only: \$190</li> <li>• Complex Medical Only: \$350</li> <li>• RPO \$0</li> </ul> <p><u>GL</u></p> <ul style="list-style-type: none"> <li>• GLB/ALB: \$825</li> <li>• GLP/ALP: \$500</li> <li>• RPO \$0</li> </ul> <p><b><u>Transfer Claim Pricing:</u></b></p> <ul style="list-style-type: none"> <li>• WC Indemnity: \$350 first 48 months, \$45 per month for open claims thereafter.</li> <li>• WC Med Only: No Charge, New Indemnity claim fee if claim converts to Indemnity</li> <li>• GLP \$150</li> <li>• GLB \$350</li> </ul> <p>There will be a 3% fee increase to claim fees only in Year three.                      Annual increase fee to be negotiated prior to the end of the original contract.                      (This does not include the Complex/Enhanced medical only surcharge fee).</p> <p><b><u>Workers' Compensation Claim Definitions</u></b></p> <ul style="list-style-type: none"> <li>▪ <b>Indemnity Claims</b> – Claims involving lost-time, questionable compensability, legal involvement/client attorney representation, subrogation, second injury fund, probable permanent impairment, jurisdictional issues, coverage issues and complex medical issues that are assigned or transferred to indemnity adjusters for claims handling.</li> </ul>	

<ul style="list-style-type: none"> <li>▪ <b>Medical Only Claims</b> – Claims which have no issues of lost time, no evidence of other indemnity benefit exposure, no obvious question of compensability, no evidence of potential subrogation or second injury recovery, no evidence of problematic medical issues and no requirement or need for any formal statements (3-point or 2-point verbal contact is not required).</li> <li>▪ <b>Complex/Enhanced Medical Only</b> – Medical only claims that have 6 or more paid medical transactions and total paid dollars greater than \$2,500.</li> <li>▪ <b>Report Only/Incident Only Claims</b> – Reported claims which require only input into RMIS system and requires no claims management activity.</li> </ul>	
<p><b>Annual Administration Fee</b></p>	<p><b>\$15,000</b></p>
<ul style="list-style-type: none"> <li>• Dedicated client service team</li> <li>• Development of specific client service requirements</li> <li>• Monthly loss reporting</li> <li>• Quarterly claim reviews at client’s request</li> <li>• Issuance of 1099’s</li> <li>• Assistance in filing of all required state forms including state mandated assessments <ul style="list-style-type: none"> <li>○ If Client has directed CCMSI to utilize a third party vendor selected by Client for the provision of services then such assistance will be the responsibility of the third party vendor</li> </ul> </li> <li>• Workers’ compensation claim packets/state forms</li> <li>• Preparation for, compliance with and response to regulatory audits</li> <li>• Account Management and Administration</li> </ul>	
<p><b>Account Set-up (One time only fee)</b></p>	<p><b>\$9,500</b></p>
<p><u>Initial set-up meeting to review and establish the following:</u></p> <ul style="list-style-type: none"> <li>• Computer Set-up</li> <li>• Banking and Funding</li> <li>• Reports</li> <li>• Special Claim Handling Guidelines</li> <li>• All Other Miscellaneous Start-up Issues</li> </ul>	
<p><b>Annual Internet Claim Access Fee</b></p>	<p><b>Included</b></p>
<p><u>Internet claims system access which includes:</u></p> <ul style="list-style-type: none"> <li>• Viewing access to all claims data</li> <li>• Risk Management statistical analysis</li> <li>• Comprehensive and complete access to claims management process</li> <li>• On-line reports</li> <li>• On-line reporting capability via the internet</li> <li>• Ability to generate First Notice of Loss</li> </ul>	

<p><b>Loss Control Services</b></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>CCMSI will provide the Client loss control services upon mutual agreement of the parties. The client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices.</p> <p>CCMSI assumes no responsibility for the detection, identification, communication, mitigation, or elimination of any unsafe condition or practice associated with the safety program of any client. Further, CCMSI assumes no responsibility for any injury sustained by an employee of the client.</p> </div>	<p><b>Optional \$150/hr</b></p>								
<p><b>Managed Care Service Fees</b></p> <p style="text-align: center;"><b>Provider Bill Re-pricing</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Service</i></th> <th style="text-align: left;"><i>Fee</i></th> </tr> </thead> <tbody> <tr> <td>Usual and Customary re-pricing</td> <td>\$10.00 per bill</td> </tr> <tr> <td>Fee Schedule state re-pricing</td> <td>\$10.00 per bill</td> </tr> <tr> <td>Medical Bill State Reporting for applicable medical bills to reportable state</td> <td>\$1.50 per reportable bill</td> </tr> </tbody> </table> <p style="text-align: center;"><b>PPO Re-pricing / Out of Network Negotiations</b></p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px; text-align: center;"> <p>PPO re-pricing / Specialty and Hospital bill negotiation is billed at 33% of savings</p> </div> <p style="text-align: center;"><b>Pharmacy Network Services</b></p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px; text-align: center;"> <p>Pharmacy Network services are priced at 33% of savings.</p> </div>	<i>Service</i>	<i>Fee</i>	Usual and Customary re-pricing	\$10.00 per bill	Fee Schedule state re-pricing	\$10.00 per bill	Medical Bill State Reporting for applicable medical bills to reportable state	\$1.50 per reportable bill	<p><b>See Detail</b></p>
<i>Service</i>	<i>Fee</i>								
Usual and Customary re-pricing	\$10.00 per bill								
Fee Schedule state re-pricing	\$10.00 per bill								
Medical Bill State Reporting for applicable medical bills to reportable state	\$1.50 per reportable bill								
<p><b>State Reporting EDI Fees</b></p>	<p><b>Current Market Rate</b></p>								
<p><b>Index Bureau</b></p> <p>Note: The index fee is a direct pass through charge for ISO. If ISO increases their current market rate per index, CCMSI will adjust the fee accordingly.</p>	<p><b>Current ISO Market Rate</b></p>								
<p><b>Subrogation Fee</b></p> <p>15% of recovery with a cap of \$50,000 per claim.</p>	<p><b>15% of Recovery</b></p>								
<p><b>Data Conversion Fee (one-time fee)</b></p> <p>This includes the transfer of claim data from the prior TPA(s) claim system to CCMSI (if applicable).</p>	<p><b>\$7,500</b></p>								

<b>Mandatory MMSEA Compliance Section 111 Reporting Fee</b>	<b>Current Market Rate</b>
<p>CCMSI, in conjunction with its reporting agent / MSP Vendor, will comply with applicable MMSEA and Section 111 reporting requirements on behalf of (City of Aurora).</p> <ul style="list-style-type: none"> <li>• All qualifying injury claims will be queried to CMS to determine Medicare eligibility.</li> <li>• CCMSI will collect additional mandatory data on claims where Medicare eligibility has been verified. CCMSI, along with its reporting agent, will report all claims meeting the reporting guidelines as set forth by CMS.</li> <li>• CCMSI will provide ongoing monthly Medicare eligibility query checks and continued quarterly mandatory insured-reporting compliant with applicable CMS guidelines.</li> </ul> <p><b>Note:</b> In order for CCMSI and its reporting agent to comply with mandatory Section 111 reporting, the client must provide CCMSI an active RRE # wherein CCMSI is explicitly authorized to report data on the client’s behalf.</p>	
<b>Carrier Fees</b>	<b>As Outlined</b>
If applicable, Client will be responsible for payment of any carrier fees associated with the transition of claim handling responsibilities to CCMSI.	
<b>Special System Reports</b>	<b>\$125 an hour</b>
CCMSI will provide special reports, (reports not currently programmed or written) for a fee of \$125 per hour for system programming time. CCMSI will provide an estimate of charges before any work will be done.	
<b>Taxes</b>	<b>See Detail</b>
CCMSI fees will be increased by any applicable Sales, Gross Receipts, or similar (excluding income) taxes imposed by Federal, State or Local bodies.	
<b>GRAND TOTAL</b>	<b>\$32,000</b>
<b>Fee &amp; Payment Schedule</b>	
<p>CCMSI will be quarterly for New and Transfer claim fees.                      The quarterly installments will be due on April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup></p> <p>1<sup>st</sup> Year Administration, Set-up and Data Transfer Fee Installments:                      April 15, 2024: \$8,000                      July 15, 2024, \$8,000                      October 15, 2024: \$8,000                      January 15, 2025: \$8,000</p> <p>Subsequent year service fees shall be subject to a 3% increase, in year three. Future annual fee increases to be negotiated prior to the expiration of the original three-year contract.</p>	

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CANNON COCHRAN MANAGEMENT SERVICES, INC.**

By: \_\_\_\_\_  
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

**CITY OF AURORA**

By: \_\_\_\_\_

Its: \_\_\_\_\_