

RESOLUTION NO. 2018-33

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A THIRD PARTY ADMINISTRATOR AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND
INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, L.L.C.
RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM
AND WORKERS' COMPENSATION PROGRAM
(MAY 1, 2018 TO MAY 1, 2019)**

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to continue to retain a third party administrator to provide claims administration services for its general liability (property and casualty) coverage program and workers' compensation coverage program pursuant to a written Agreement entitled "Third Party Administrator Agreement (General Liability (Property and Casualty) Program and Workers Compensation Program) For May 1, 2018 to May 1, 2019", a copy of which is attached hereto as **Exhibit "1"** (the "Agreement") and made a part hereof, subject to the terms contained in the Agreement; and

WHEREAS, Insurance Program Managers Group Claims Management Services, L.L.C., an Illinois limited liability company ("IPMG"), desires to serve as third party administrator to the Village of Maywood (the "Village") to provide claims administration services for the Village's general liability (property and casualty) coverage program and workers' compensation coverage program in accordance with the terms, provisions and conditions of the attached Agreement (**Exhibit "1"**); and

WHEREAS, the compensation to be paid to IPMG by the Village under the attached Agreement for the claims administration services to be provided by IPMG to the Village in regard to workers compensation claims and general liability (property and casualty) claims is set forth in the "Fee Schedule", which is attached to the Agreement as **Exhibit "A"**. In regard to the specific obligations of the parties in regard to handling claims, payment for services and obligations of the parties upon termination of the Agreement, those details are set forth in **Exhibit "B"** (Claims Service Plan) of the Agreement; and

WHEREAS, the Village of Maywood and IPMG are authorized to enter into the Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have determined that it is in the Village's best interests to enter into the attached Agreement with IPMG.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, AS FOLLOWS:

SECTION 1: The recitals set forth above are incorporated by reference into this Section 1 as material terms.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the final version of the attached "Third Party Administrator Agreement (General Liability (Property and Casualty) Program and Workers Compensation Program) For May 1, 2018 to May 1, 2019" (the "Agreement"), a copy of said Agreement being attached hereto as **Exhibit "1"** and made a part hereof. The final version of the Agreement may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney. Further, the President and Board of Trustees of the Village of Maywood authorize and direct the Village President and Village Clerk, or their designees, to execute said Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

ADOPTED this 17th day of July, 2018, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

NAYS: None

ABSENT: Trustee H. Yarbrough

APPROVED this 18th day of July, 2018, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Exhibit "1"

**THIRD PARTY ADMINISTRATOR AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND
INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, L.L.C.
RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM
AND WORKERS' COMPENSATION PROGRAM
(MAY 1, 2018 TO MAY 1, 2019)**

(attached)

THIRD PARTY ADMINISTRATOR AGREEMENT

(TERM: MAY 1, 2018 TO MAY 1, 2019)

This Third Party Administrator Agreement ("Agreement") is entered into as of May 1, 2018, by and between Insurance Program Managers Group Claims Management Services, L.L.C., an Illinois limited liability company ("IPMG Claims Management Services") located at 225 Smith Road, St. Charles, Illinois 60174 and the Village of Maywood, an Illinois home rule municipal corporation, ("Client") located at 40 East Madison Street, Maywood, Illinois 60153.

RECITALS

- A. IPMG Claims Management Services is in the business of providing claims administrative services, including those set forth in Paragraph B of the Recitals and Section 2 of Page 1 below.
- B. In reliance on the expertise of IPMG Claims Management Services to provide claims administrative services, Client desires to contract with IPMG Claims Management Services to provide, and IPMG Claims Management Services desires to provide, claims administrative services claims received within the term of this Agreement for those lines of coverage outlined in Exhibit "A", which is attached hereto and made a part hereof.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

- 1. Recitals. The above recitals are incorporated into this Agreement and made a part hereof.
- 2. Third Party Administrator Services. In consideration of payment from Client to IPMG Claims Management Services of the fees in accordance with the Fee Schedule attached hereto as Exhibit "A" and made a part hereof, IPMG Claims Management Services agrees to provide the following services, as specified in the service plan attached hereto as Exhibit "B" and made a part hereof, to Client for Client's Insurance Coverages:
 - (a) Evaluation and establishment of reserves for claims.
 - (b) Investigation and adjustment of claims.
 - (c) Supervision of medical treatment of injured claimants.
 - (d) Negotiation of settlements with claimants.
 - (e) Participation in the selection and assistance in the supervision of attorneys appointed to defend formal claims.
 - (f) Audit of medical, hospital and miscellaneous expenses prior to making payments.
 - (g) Payment from funds made available by Client of any final award, judgment or settlement of a claim or loss, together with all expenses incurred for investigation, negotiation or defense.
 - (h) Monitoring of claims for subrogation.
 - (i) Preparation of regular reports detailing claims, payments and reserves.

- (j) Preparation of reports required by excess insurers.
- (k) Preparation and filing of reports required by applicable governmental agencies.

3. Term and Termination. This Agreement shall be effective for the period outlined in Exhibit "B" unless terminated sooner as provided herein. At the conclusion of the term of this Agreement, IPMG Claims Management Services will continue to service claims until closed for an additional fee as set forth in Exhibit "A".

This Agreement (as a whole) may be terminated prior to the Termination Date upon the earliest of any of the following:

- (a) the written agreement of the parties hereto;
- (b) following at least thirty (30) calendar days' written notice by either party to the other if the other is in breach or default of any material obligation under this Agreement and does not cure such breach or default within thirty (30) calendar days of said notice;
- (c) automatically upon bankruptcy, receivership, disability or liquidation of IPMG Claims Management Services.
- (d) following at least fourteen (14) calendar days' written notice by IPMG Claims Management Services that Client has failed to provide sufficient funds for the performance of IPMG Claims Management Services' obligations pursuant to the Claims Service Plan, attached hereto as Exhibit "B" and Client's failure to provide such funds within the period set forth in the notice.

4. Insurance. IPMG Claims Management Services agrees to obtain and maintain errors and omissions insurance with \$1million dollars (\$1,000,000) occurrence/aggregate limits. IPMG Claims Management Services shall not commence TPA Services hereunder until it has obtained all insurance required hereunder.

5. Independent Contractor/Binding Authority. IPMG Claims Management Services and Client are independent contractors and shall be solely responsible for the employment, control and direction of their employees and agents. Nothing in this Agreement shall be construed to establish a partnership or joint venture between the parties. Except as otherwise expressly provided herein, each party shall bear its own expenses with respect to the services to be provided pursuant to this Agreement.

6. Notices. All necessary notices, demands and requests required or permitted to be given hereunder shall be deemed duly given if personally delivered, mailed by certified or registered mail, postage prepaid, if sent by courier by overnight carrier, or if sent by facsimile with hard copy to follow via first class mail with evidence of facsimile transmission, and, subject to subsequent designation of another address, addressed as follows:

<p>If to Client:</p> <p>Willie Norfleet, Jr. Village Manager Village of Maywood 40 East Madison Street Maywood, Illinois 60153</p>	<p>If to IPMG Claims Management Services:</p> <p>Gregg Peterson President IPMG Claims Management Services. 311 Kautz Road St. Charles, Illinois 60174</p>
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7. Confidentiality. IPMG Claims Management Services acknowledges the confidentiality of records and information it receives from Client and agrees that such records and information will be used solely for the purpose of providing the services contemplated by this Agreement.

8. Successors and Assigns. This Agreement is binding on any and all successors to the parties and assignable,

in whole or any part, only with the written consent of the non-assigning party.

9. Remedies Cumulative. All rights and remedies conferred upon the parties hereto by this Agreement or by law, in equity or otherwise, shall be cumulative of each other, and neither the exercise nor the partial exercise nor the failure to exercise any such right or remedy shall preclude the later exercise of such right or remedy or the exercise of any other right or remedy.
10. Severability. If any provision of this Agreement is invalid, illegal or unenforceable by reason of any rule of law, administrative order, judicial decision or public policy, all other terms and provisions of this Agreement shall remain in full force and effect. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, duration, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the full extent compatible with the applicable law as it shall then appear.
11. Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, provided that such amendment or waiver will be binding on the party against whom enforcement of such amendment or waiver is sought, only if such amendment or waiver is in writing and signed by the party against whom enforcement of such amendment or waiver is sought. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.
12. References. All references herein to the singular shall include the plural as the case may require. All references to the masculine gender shall be construed as references to the feminine gender as the case may require.
13. Captions. The captions and headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions hereof.
14. Governing Law. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Illinois.
15. Compliance with Laws. IPMG Claims Management Services shall comply with any and all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the services under this Agreement. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act (OSHA) standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, the Occupational Safety and Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Maywood.
16. Contract Representations.
 - A. No Collusion. IPMG Claims Management Services represents and certifies that it is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Village, unless IPMG Claims Management Services is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS

5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. IPMG Claims Management Services represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that IPMG Claims Management Services has, in procuring this Agreement, colluded with any other person, firm or corporation, then IPMG Claims Management Services shall be liable to the Village for any loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

B. Conflict of Interest.

(a) IPMG Claims Management Services represents and certifies that, to the best of its knowledge: (1) no Village employee or agent is interested in the business of IPMG Claims Management Services or this Agreement; (2) as of the date of this Agreement, neither IPMG Claims Management Services nor any person employed or associated with IPMG Claims Management Services has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither IPMG Claims Management Services nor any person employed by or associated with IPMG Claims Management Services shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

(b) IPMG Claims Management Services agrees to perform no professional services during the term of this Agreement for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village without notification to the Village prior to rendering services. IPMG Claims Management Services agrees to provide the Village with written notification whenever the services provided under this Agreement shall require IPMG Claims Management Services to review or inspect a project, business or work performed by any other firm or corporation for whom IPMG Claims Management Services is or has within the previous twelve (12) months provided professional services, or with any of IPMG Claims Management Services' partners or principals have a financial interest.

C. Illinois Freedom Of Information Act. IPMG Claims Management Services agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et seq.) ("FOIA") request within three (3) calendar days after the Village issues notice of such request to IPMG Claims Management Services. IPMG Claims Management Services agrees to defend, indemnify and hold harmless the Village from any costs, fines or sanctions and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from IPMG Claims Management Services' actual or alleged violation of the FOIA or IPMG Claims Management Services' failure to furnish all documentation related to a request within three (3) calendar days after the Village issues notice of a request. Furthermore, should IPMG Claims Management Services request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, IPMG Claims Management Services agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. IPMG Claims Management Services agrees to defend, indemnify and hold harmless the Village and agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses and any awards of plaintiff's attorney's fees, court costs, fines or sanctions)

to defend any denial of a FOIA request by IPMG Claims Management Services' request to utilize a lawful exemption to the Village.

- D. Equal Opportunity Employer. IPMG Claims Management Services shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by State law and IDHR Regulation, the Equal Opportunity clause is incorporated by reference as though fully set forth herein.

- 17. Entire Agreement. This Agreement, including any exhibits hereto and any other documents referred to or provided for herein, represents the entire agreement among the parties with respect to the subject matter hereof, and shall not be modified or affected by any other offer, proposal, statement or representation, whether oral or written, made by or for any party in connection with the negotiation of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.**

VILLAGE OF MAYWOOD

By: _____
Name: Gregg Peterson
Title: President

By: _____
Name: Edwenna Perkins
Title: Village President

Date: _____

Date: _____

EXHIBIT "A" FEE SCHEDULE

This fee schedule shall be attached to and constitute an integral part of the Third Party Administrator Agreement into on May 1, 2018 (the "Third Party Administrator Agreement"), between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and the Village of Maywood ("Client"). Client agrees to pay IPMG Claims Management Services fees for services provided pursuant to the Third Party Administrator Agreement as follows:

1. Client agrees to pay IPMG Claims Management Services an annual minimum and deposit fee of Fifteen Thousand Eight Hundred Thirty-Five Dollars (\$15,835.00) for the Workers Compensation service and Eight Thousand Four Hundred Fifteen Dollars (\$8,415.00) for the Property & Casualty service upon execution of the Third Party Administrator Agreement.

2. (a) 1. Thirteen Thousand Three Hundred Sixty Dollars (\$13,360.00) of the annual minimum and deposit fee will be credited against the following per claim(ant) rates for new claims received by IPMG Claims Management Services:

Workers Compensation:

Indemnity	\$835
Medical Only	\$200

(a) 2. Five Thousand Nine Hundred Forty Dollars (\$5,940.00) of the annual minimum and deposit fee will be credited against the following per claim(ant) rates for new claims received by IPMG Claims Management Services:

Property & Casualty:

Auto Physical Damage	\$420
Auto Liability	\$840
General Liability	\$840
Police Liability	\$945
Public Officials and Employees Liability	\$945
Crime	\$815

Workers Compensation and Property & Casualty:

Post Agreement Term Monthly Handling Fee \$50

*Will only apply in the event of a non-renewal of the TPA Agreement.

Incident Report	Included
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Claim Handling Fees that may apply per claim:

Attorney Represented Claimants	\$150
Excess Reportable Claims	\$150
Medicare Data Reporting	\$100
Subrogation Service	\$150
Telephonic Medical Case Management	\$85 Per hour

(b) IPMG Claims Management Services will perform an audit within sixty (60) calendar days of the termination date of the Third Party Administrator Agreement to determine claims frequency and status during the preceding annual period, which audit shall be made available to Client. In the event that the audit establishes that the above allocated portion of

annual minimum and deposit (\$13,360 for Workers Compensation and \$5,940 for Property & Casualty) has been exceeded by actual claims experience, then IPMG Claims Management Services may invoice Client at that time for additional sums due IPMG Claims Management Services in accordance with the above per claim(ant) rates.

Upon non-renewal of any term of this Agreement, IPMG Claims Management Services will continue to administer open claims at a cost of \$50 per month per open claim. This service will be provided automatically by IPMG Claims Management Services unless the client notifies IPMG Claims Management Services in writing before expiration of the term contained in **Exhibit "B"** of this Agreement.

- (c) If a claim changes to a different claim status, Client agrees to pay the difference between the two rates. This includes any applicable claims handling fee as a result of such change status. Such claims handling fees will be chargeable at the time of the audit described above and may thereafter be invoiced on a quarterly basis or annually at the discretion of IPMG for any additional post term charges incurred after the original annual audit.

3. Four Thousand Nine Hundred Fifty Dollars (\$4,950.00) of the annual minimum and deposit fee represents an administrative fee, which shall include the following services:

- (a) Monthly or quarterly loss runs (or as needed)
- (b) Claim Loss Fund Payment and Cash Log Tracking
- (c) State reports assistance
- (d) Claims review and report
- (e) Provider 1099s
- (f) Excess Reporting
- (g) Systems
- (h) Supervision
- (i) Data storage and maintenance
- (j) Medicare Data Reporting to comply with Section 111 of the Medicare and Medicaid Act
- (k) On line claims reporting (In-Sight) – Unlimited users
- (l) Access to operating system for system reports and claim status
- (m) Implementation of Best Practice Litigation Handling Guidelines and Legal Audits
- (n) Medical Bill Review and Re-pricing (at cost – no hidden fees)
- (o) Pharmacy prescription drug card program (at cost – no hidden fees)
- (p) IPMG Nurse Case Management at \$85 per hour
- (q) Implementation of Preferred Provider Program (PPP)
- (r) PPP implementation warrants use of IPMG in house NCM

4. Additional expense, including the printing of computer compatible checks, carrier cost, other programming or printing specifically requested by Client shall be invoiced at IPMG Claims Management Services' cost.

Dated: Effective Date - May 1, 2018

IPMG

CLAIMS MANAGEMENT SERVICES, L.L.C.

By: _____

Name: Gregg Peterson

Title: President

Date: _____

VILLAGE OF MAYWOOD

By: _____

Name: Edwenna Perkins

Title: Village President

Date: _____

EXHIBIT "B"

CLAIMS SERVICE PLAN

This service plan shall be attached to and constitute an integral part of the Third Party Administrator Agreement entered into on May 1, 2018 (the "Third Party Administrator Agreement") between Insurance Program Managers Group Claims Management Services, L.L.C. ("IPMG Claims Management Services") and the Village of Maywood ("Client").

**Term: 12 Months
May 1, 2018 to May 1, 2019**

WITNESS:

IPMG Claims Management Services and Client agree as follows:

IPMG Claims Management Services Agrees:

1.
 - (a) To receive and review all claims and/or losses reported during the term of this Agreement which involve claims under Client Insurance Coverages (as defined in the Third Party Administrator Agreement).
 - (b) To establish, evaluate and reserve all such claims.
 - (c) To investigate, adjust, settle or resist all reported losses and/or claims within discretionary settlement authority limit.
 - (d) To investigate, adjust, settle or resist all reported losses and/or claims that are in excess of the discretionary settlement authority limit subject to approval of Client.
 - (e) To utilize medical cost containment programs (i.e., utilization review, PPO network, audits and similar cost containment service) to manage the costs of medical services on claims where such programs are allowed by governmental authority.
 - (f) To participate in the selection and assist in the supervision of attorneys appointed to defend formal claims.
 - (g) To investigate and advise Client of all situations involving subrogation and, where appropriate, pursue collection from responsible third parties.
 - (h) Advise Client of all claims which meet the reporting threshold of Client's excess insurance program and to report such claims to the appropriate carrier; provided, however, that Client has furnished IPMG Claims Management Services with complete copies of all excess policies which could apply to the claims reported during the term of this Agreement.
 - (i) To print and distribute claim and claims expense payments on all Client claims handled by IPMG Claims Management Services.
 - (j) To ensure that all payments, other than legal expense or medical bills that are greater than \$5,000, have a second signature from the Client before such are issued.
2. To make necessary filings of claim reports with appropriate governmental agencies.

3. To furnish all claim forms necessary for proper claims administration.
4. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of Client. Such files are available for review by Client at any reasonable time, with notice.
5. To furnish Client with reports as agreed to by IPMG Claims Management Services and Client.
6. If included in Exhibit "A", to take over the handling of all claims pending as of the effective date of the Third Party Administrator Agreement and provide those services set forth in sections 1(a)-(i) above for such claims.

Client Agrees:

1. To assure that funds are available from which IPMG Claims Management Services may draw at any time and from time to time for claim and/or loss payments and for associated allocated expense within the discretionary settlement authority limit and for claim and/or loss payments in excess of the discretionary settlement authority limit subject to approval of Client.
2. To pay IPMG Claims Management Services fees in accordance with the Fee Schedule attached as Exhibit "A" to the Third Party Administrator Agreement.
3. To pay IPMG Claims Management Services within thirty (30) days of the effective date of all invoices.
4. (a) To pay all Allocated Loss Expense in addition to the claim service fee to be paid to IPMG Claims Management Services as prescribed in the Third Party Administrator Agreement.

(b) Allocated Loss Expense shall include but not be limited to attorneys' fees; court reporters' fees; transcript fees; the cost of obtaining public records; witness fees; witnesses' travel expense; commercial photographers' fees; experts' fees (i.e., engineering, physicians, chemists, etc.); fees for independent medical examinations; all outside expense items; and any other similar fee, cost or expense associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of Client.

(c) To pay all Unallocated Loss Expense, which is defined as automobile appraisal or property appraisal fees and extraordinary travel expense incurred by IPMG Claims Management Services at the request of Client.

(d) To provide IPMG Claims Management Services with complete copies of all excess policies which could apply to the claims reported during the term of this Agreement..

IPMG Claims Management Services and Client Mutually Agree as Follows:

1. (a) The term of this service plan shall be as agreed to in the Third Party Administrator Agreement between Client and IPMG Claims Management as outlined in Exhibit "B".

(b) Client shall have the option upon termination or expiration of the Third Party Administrator Agreement:
 - (i) with the approval of the applicable carrier, to assign to a third party or to self-handle to a conclusion all claims and/or losses and associated services pending on the date of termination or expiration of the Third Party Administrator Agreement, such handling not to result in any expense or reduction in revenue to IPMG Claims Management Services;
or

- (ii) to have IPMG Claims Management Services continue to service the open claims for an additional fee of \$50 per claim per month. Sufficient funds of Client, including allocated claim and/or loss expense, shall remain available to IPMG Claims Management Services to liquidate such claims and/or losses. Such will be further subject to the claims handling fees as outlined in Exhibit "A".
2. To not employ a person who has been employed by any other party to this Agreement at any time during the term of the Third Party Administrator Agreement, unless the person to be employed shall not have been employed by the other party during the immediately preceding twelve (12) months, or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of the Third Party Administrator Agreement for a period of one (1) year.
 3. IPMG Claims Management Services agrees to store closed files at no additional cost to Client while IPMG Claims Management Services is providing claims service to Client. After this period, files will either be returned to Client or stored at Client's option and expense. IPMG Claims Management Services agrees to store the closed claims after Client ceases handling claims for Client for up to five (5) years. If stored by IPMG Claims Management Services, Client will be charged a one-time inventory fee and monthly storage fees at IPMG Claims Management Services' outside vendor's prevailing rates.

Indemnification.

(a) Notwithstanding anything to the contrary herein, IPMG Claims Management Services agrees to indemnify, hold harmless and defend the Client and each of its officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any claimed error or omission or intentionally wrongful act of IPMG Claims Management Services, its corporate parents, subsidiaries and affiliates, and each of their officers, directors, agents, servants and employees, or breach of any material term or condition of this Agreement by IPMG Claims Management Services, its officers, directors, agents, servants and employees, except to the extent that such liability, damages or costs result from the wrongful actions or directions of the Client, or its officers, directors, agents, servants or employees.

(b) Notwithstanding anything to the contrary herein, Client agrees to indemnify, hold harmless and defend IPMG Claims Management Services, its corporate parents, subsidiaries and affiliates, and each of their officers, directors, agents, servants and employees from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any claimed error or omission or intentionally wrongful act of the Client and each of its officers, directors, agents, servants and employees, or breach of any material term or condition of this Agreement by Client, its officers, directors, agents, servants and employees, except to the extent that such liability, damages or costs result from the wrongful actions or directions of IPMG Claims Management Services or its officers, directors, agents, servants or employees.

Dated: Effective Date - May 1, 2018

**IPMG
CLAIMS MANAGEMENT SERVICES, L.L.C.**

VILLAGE OF MAYWOOD

By: _____
Name: Gregg Peterson
Title: President

By: _____
Name: Edwenna Perkins
Title: Village President

Date: _____
#369679v5

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. 2018-33

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A THIRD PARTY ADMINISTRATOR AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND
INSURANCE PROGRAM MANAGERS GROUP CLAIMS MANAGEMENT SERVICES, L.L.C.
RELATIVE TO THE GENERAL LIABILITY (PROPERTY AND CASUALTY) PROGRAM
AND WORKERS' COMPENSATION PROGRAM
(MAY 1, 2018 TO MAY 1, 2019)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting held on the 17th day of July, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of July, 2018.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) I. Brandon, A. Sanchez, K. Wellington, M. Lightford
and R. Rivers

NAYS: None

ABSENT: Trustee H. Yarbrough

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 18th day of July, 2018.

Viola Mims, Village Clerk

[SEAL]