

**SERVICE AGREEMENT BETWEEN THE BOARD OF TRUSTEES
OF COMMUNITY COLLEGE DISTRICT NO. 508 AND
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

THIS SERVICE AGREEMENT is made and entered into this **1st** day of, **July 2016**, by and between the Board of Trustees of Community College District No. 508 (the "Program" or "CCC"), a self-insured body politic and corporate established pursuant to the provisions of the Illinois Public Community College Act, 110 ILCS, 805/1-1, et. seq. and existing under the State of Illinois ("State") Self-Insurance Regulations, and **Cannon Cochran Management Services, Inc.** ("CCMSI"), a Delaware corporation. It is agreed between the parties hereto as follows:

- A. APPOINTMENT OF CCMSI.** The Program hereby appoints CCMSI, and CCMSI hereby agrees to serve, as Third Party Administrator ("Administrator") of the Program under applicable State regulations and laws having jurisdiction over Program.
- B. FUNCTIONS OF CCMSI.** During the term of this Agreement, the regular functions of CCMSI as the Program's Administrator shall include the following:
1. General Administrative Duties and Responsibilities.
 - (a) Regulatory Functions.
 - 1) CCMSI will perform or supervise functions set forth in the rules and regulations promulgated by the State Self-Insurance Regulations.
 - 2) CCMSI will prepare, compile, and file notices, reports, documents, forms and surveys as may be required of the Program by the State and by Federal Statutes.
 - 3) CCMSI will represent the Program to the best of its ability at necessary hearings, meetings, conventions and administrative inquiries involving the interests of the Program, as required of the Administrator by the State, except those requiring representation by an attorney at law.
 - (b) Account Management Functions. CCMSI will perform and manage the daily business affairs of the Program, including but not limited to:
 - 1) Preparing and maintaining adequate and correct books, member files, records and accounts on behalf of the Program in compliance with applicable statutes, regulations and established practices. This includes Program records relating to underwriting and accounting. CCMSI shall adhere to the Client's Protocols & Profile as defined in Exhibit I which may be periodically amended by the Client.
 - 2) Recommending firms or individuals to perform legal, actuarial, audit, financial and other professional services on behalf of the Program, and paying such firms or individuals with Program funds.
 - (c) Cooperation by CCMSI. CCMSI will fully cooperate with any fiscal or fiduciary agent appointed by the Program for the management of the Program's investments, however, it is acknowledged that CCMSI has no responsibility for the structure or performance of Program's investment portfolio.
 - (d) CCMSI shall report to Commercial Insurance Carriers CCC spending per individual file pursuant to Notification Requirements set forth by the individual carriers with respect to the

satisfaction of Self Insured Retention (SIR) levels or associated reportable thresholds. Please refer to Exhibit G for Policy Profiles.

2. Claim Administration.

- (a) Claim Management and Administration. In compliance with its Best Practices, CCMSI will manage and administer all claims of the Program that occur during the period of this Agreement. All claim payments shall be made with Program funds. CCMSI will act on behalf

of Program in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.

Workers' Compensation Claims. CCMSI shall establish three point contact (employee, medical care provider and appropriate manager) within 24 hours of receipt of a lost time or medical only Workers' Compensation claim. Given instances where a Witness Report has been provided or a Witness has been identified, CCMSI shall contact the Witness during the Investigation Process to confirm information that has been reported by the Claimant.

General Liability Claims. CCMSI shall establish contact with the claimant and claimant counsel (where applicable), witnesses and appropriate CCC Contact within 24 hours of receipt of a claim. Claims are to be promptly and aggressively investigated for liability exposure. CCMSI is expected to conduct the Investigation through internal means in an effort to maintain allocated loss expense and keep legal fees to a minimum. CCMSI is required to engage CCC staff at various locations to assist with Investigations when appropriate. Where warranted, CCMSI is expected to secure all applicable police or fire reports, medical records, photographs, evidence and other materials that may be deemed useful in the adjudication and defense of the claim.

Student Athlete Claims. CCMSI shall establish three point contact (student athlete, medical care provider and appropriate Coach) within 24 hours of receipt of a claim. In instances whereby the claim may require further investigation, the Claim Adjudicator may contact the Dean of Student Services or Athletic Director of the College enrolling the injured Student. CCMSI shall identify claims that may approach the Self Insured Retention (SIR) and notify the CCC Director of Risk Management of same. Upon exhausting the SIR, CCMSI shall notify the Excess Carrier of this event and coordinate the submission of a Claim to the Excess Carrier together with all supporting documentation from the CCMSI file.

Student Accident Health Claims. CCMSI shall establish three point contact (student, medical care provider and Academic Program Administrator) within 24 hours of receipt of a claim. CCMSI shall exercise the Investigation of the Claim and shall make payments from the Escrow Account payment of Medical Invoices and expenses associated with the Claim. These obligations has be administered and paid by the Agent for the Commercial Insurance Carrier underwriting the Program.

- (b) Claim Settlement. CCMSI will settle claims of the Program with Program funds in accordance with reasonable limits and guidelines established with the Program.

- 1) CCMSI shall have the Authority to settle claims up to an amount not to exceed Five Thousand Dollars and 00/100 (\$5,000) and is required only to advise the Director of Risk Management of this intended expenditure. For Settlements in the range of Five Thousand One Dollars and 00/100 (\$5,001) to Ten Thousand Dollars and 00/100 (\$10,000) CCMSI must submit a Settlement Authority Request (Exhibit F) accompanied by the Recommendation Letter of Defense Counsel to substantiate the Request. The requirement to submit a Letter of Defense Counsel may be waived under circumstances whereby the case is settled on a Pro Se basis. CCMSI should note that Settlement

Requests in excess of Twenty Five Thousand Dollars and 00/100 (\$25,000) must be approved by the Program's Board of Trustees. The Board meets on a monthly basis to conduct the affairs of the District and that given this frequency of meeting schedule, CCMSI is advised to consider this timeline in discussions with Defense Counsel and other appropriate parties. CCC may elect to fund Settlements or Illinois Workers' Compensation Awards in excess of Twenty Five Thousand Dollars and 00/100 (\$25,000) by special appropriation and deposit to the Escrow Account.

- (c) Claim Reserves. CCMSI will recommend reserves for unpaid reported claims and unpaid claim expenses.
- (d) Allocated Claim Expenses. CCMSI will pay all Allocated Claim Expenses with Program funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms other than CCMSI and which are eligible claim expenses under the Program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Program 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 include, but are not limited to 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 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) Electronic Data Interchange, EDI, charges, if required by state law;
 - 10) 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 Program prior to incurring such cost;
 - 11) Actual reasonable expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management;
 - 12) Police, weather and fire report charges that are related to claims being administered under Program;
 - 13) Charges associated with accident reconstruction, cause and origin investigations, etc.;

- 14) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Program; and
 - 15) Other expenses normally recognized as ALAE by industry standards.
- (e) Subrogation. CCMSI will monitor claims for subrogation. Upon identification of Claims eligible for Subrogation, CCMSI shall consult with the CCC Director of Risk Management before pursuing Subrogation efforts against a third party.
 - (f) Provision of Reports. CCMSI agrees to provide reports to the Program as specified in the Schedule of Reports attached hereto as Exhibit A.
 - (g) Banking Relationship. CCMSI shall establish and maintain an Escrow Account with the Bank of America located at 135 S. LaSalle Street, Chicago, IL 60603 for the benefit of CCC and shall draw upon the account to pay all related claims expense and claimant benefits for CCC claims reported to CCMSI. The Escrow Account shall be funded by monthly contributions made by CCC to CCMSI for this sole purpose. Should CCMSI seek to transfer the Banking Relationship for CCC to another FDIC Insured banking institution, CCC grants authority for the transfer to another FDIC Insured banking institution selected by CCMSI provided that written notice is issued to CCC in advance of the transfer.
 - (h) Monthly Escrow. CCMSI and CCC shall establish by mutual agreement the initial level of Monthly Escrow Deposits to be made by CCC. This determination shall be based upon an analysis of historic claims payments. The initial Monthly Escrow Deposit shall be in the annual principal amount of Seven Hundred Thousand (\$700,000), transmitted monthly to the Escrow Account. An annual review of the adequacy of the Monthly Escrow Deposit shall occur on or about June 1 of each Contract Year. Adjustments shall be made to increase or to decrease the Monthly Escrow Deposit based upon an analysis similar to the analysis engaged to establish the initial Monthly Escrow Deposit.
 - (i) IWCC Awards and Settlements. In addition to funding defined under Section B, paragraph 2, subparagraph (h), CCC shall Pre-Fund Illinois Workers' Compensation Commission (IWCC) Awards and Lump Sum Settlement Contracts approved by the IWCC that exceed Ten Thousand and 00/100 (10,000) in principal sum. These Pre-Funding amounts shall be transmitted by CCC to CCMSI and deposited to the Escrow Account for payment to the appropriate parties by CCMSI.
3. Risk Management Services. CCMSI will provide the Program with additional risk management services not contemplated in this Agreement upon written mutual agreement of the parties. The Schedule of additional Risk Management Services to be provided is attached hereto as Exhibit B.
 4. Loss Control Services. CCMSI will provide the Program loss control services upon written mutual agreement of the parties. The Program 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. The Schedule of Loss Control Services to be provided is attached hereto as Exhibit C.
 5. Managed Care Services. CCMSI will provide the Program with managed care (comp mc™) services upon written mutual agreement of the parties. The Schedule of Managed Care Services to be provided is attached hereto as Exhibit D.

C. PROGRAM RESPONSIBILITIES. Program agrees to:

1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.

2. Reasonably cooperate fully in disposition of all claims.
3. Provide adequate funds to pay all claims and expenses in a timely manner.
4. Respond to reasonable information requests in a timely manner.
5. Provide a complete copy of current excess or other insurance policies, including endorsements and audits applicable to Program's self-insurance program.
6. Promptly pay CCMSI's fees.
7. CCC reserves the right to appoint an Attorney Panel which shall be recognized as the exclusive firms authorized to represent CCC before the Illinois Workers' Compensation Commission and other appropriate jurisdictions. CCMSI shall distribute case assignments to various members of the Panel in an equitable fashion and together with the CCC Director of Risk Management shall periodically evaluate the performance of Panel Members. Further, CCC retains the right to make additions or deletions to the Attorney Panel and shall advise CCMSI in writing of such actions.
8. CCC reserves the right to appoint a First Report of Injury Partner, a Telephonic Medical Case Management Partner and an On-site Medical Case Management Partner as may be required to enhance claims adjudication and achieve Best Practices status with respect to the overall administration of the Claim Program.
9. CCC shall maintain a series of Claim Forms to be engaged in the administration of the Workers' Compensation Program, the General Liability Program, the Student Athlete Injury Program and the Student Accident Health Plan. CCMSI shall provide input as to the content of the forms and shall accept the forms as the exclusive documents associated with the administration of the CCC account. CCC shall be responsible for implementing use of the forms together with conducting appropriate training for CCC staff as may be required.

D. OPERATING EXPENSES. The Program 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 meeting State security and licensing requirements where applicable;
2. Certified Public Accountants;
3. Attorneys, other than provided for in Section B.2(d)3) and B.2.(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.2.(d) of this Agreement;
7. All applicable regulatory fees and taxes; and
8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies, operator-assisted conference calls 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 Program;
12. Other operating costs as normally incurred by the Program.

E. BOOKS AND RECORDS.

1. (a) CCMSI shall maintain all books, records, applications and other forms of information relating specifically to the Program that are 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 Program.

(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 Program. 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 Program 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 the Program.
2. During the term of this Agreement, CCMSI shall provide the Program with copies of the Records, if so requested by the Program. Any costs of reproduction of the Records shall be borne by the Program. In the event this Agreement is terminated or non-renewed, Program Records will be turned over to the Program or to a successor administrator designated by Program.
3. CCMSI shall make the Records available for inspection by any duly authorized representative of the Program, or any governmental or regulatory authority having jurisdiction over CCMSI or the Program.
4. CCMSI shall provide a Monthly Reconciliation Report reflecting all payments made from the Escrow Account and provide a Monthly Bank Statement confirming Deposits and Expenditures.

F. NON-SOLICITATION OF EMPLOYEES. During the term of this Agreement, including renewal terms, 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 any 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 term of this Agreement is for the period beginning on July 1, 2016 through June 30, 2019.
2. Termination of Agreement. This Agreement may be terminated:
 - (a) By mutual agreement of the parties hereto;
 - (b) Upon expiration of the first 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 Program's self-insurance program, whether voluntary or due to cessation of Program's authority to self-insure;

- (d) Upon dissolution of the Program's self-insurance program due to Program 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.
 - (f) Termination of Convenience. CCC may terminate this Agreement, or any portion of the Services, at any time, upon thirty (30) days prior written notice to CCMSI. If this Agreement is terminated by the CCC under this section f, CCMSI shall immediately deliver to the CCC all finished or unfinished materials, documents, data, studies and reports prepared by them or under their direction in connection with the Services. CCC will pay CCMSI for the portion of the Services satisfactorily performed by CCMSI in those amounts accrued but not yet paid prior to the effective date of termination. Such payment to CCMSI shall be in full settlement for all services.
3. Services Following Termination of Agreement. Should this Agreement be terminated for any condition described under Section H.2., CCMSI will cease providing services, turn over to the Program all Program files in CCMSI's possession, which shall include loss control records, reports, surveys and correspondence, underwriting surveys and premium calculations, reinsurance and excess insurance files, all open and closed claim files, Program files, and readable form copies of all regulatory filings. Upon the Program's request and subject to agreement by CCMSI, CCMSI will be paid a reasonable negotiated fee to:
- (a) Provide continued administration of the open claim files;
 - (b) Cooperate with any successor administrator in the orderly transfer of all functions; and
 - (c) Provide an electronic transfer of data if such is feasible, with the cost of providing such borne by the Client.
- I. **SERVICE FEE PAYMENTS.** The Program shall pay to CCMSI a service fee as outlined in the Fee and Payment Schedule hereto as Exhibit E. The total Service Fee paid to CCMSI shall not exceed \$168,000.00 for the Term of the Agreement
- J. **ARBITRATION.** If an irreconcilable difference of opinion or claim should arise between the Program and CCMSI as the interpreters of any matter relating to this Agreement, such matter will be submitted to mediation or arbitration. Any such mediation or arbitration will take place in the City of Chicago, 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 Program 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 Program. CCC agrees that it will indemnify 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 CCC reasonable attorneys' fees incurred by CCMSI as a result of breach of this Agreement by the Program, or negligence, misconduct, error or omissions by CCC, or by any of CCC's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Agreement.
2. Indemnification by CCMSI. CCMSI agrees that it will indemnify and hold harmless CCC and CCC'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 attorneys' fees incurred by CCC as the result of breach of this Agreement by CCMSI or negligence, 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.
3. Insurance. Throughout the Term, CCMSI, at its own expense, shall provide and maintain the following insurance coverage:
 - (a) Workers Compensation and Employers Liability Workers Compensation as prescribed by applicable law, covering all employees who are providing the Services and Employer's Liability coverage with limits of not less than \$1,000,000 each accident or illness; and
 - (b) b.Commercial General Liability Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, separation of insured, defense, and contractual liability (with no limitation endorsement); and
 - (c) c.Automobile Liability When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage; and
 - (d) d.Professional Liability. Professional liability insurance covering errors, omissions or negligent acts must be maintained with limits of not less than \$5,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.
 - (e) e.Excess/Umbrella Liability. Excess/Umbrella Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate for all acts arising out of responsibility due to negligence as imposed by law or assumed by contract.
 - (f) f. Cyber Liability. Cyber and Privacy Policy shall be maintained with limits of not less than \$1,000,000 to address liability for a data breach which may result in the compromise of personal data pertaining to District Trustees, Employees, Students, Administrators, Staff, Visitors and Guests. The Policy shall cover a variety of expenses associated with data breaches, including, but not limited to: notification costs, credit monitoring costs, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. Cyber Liability Insurance with limits of not less than \$1,000,000 per occurrence and in the aggregate for all acts arising out of responsibility due to negligence as imposed by law or assumed by contract.

Prior to the execution of this Agreement, CCMSI shall furnish CCC with original insurance certificates evidencing the required coverage. All insurance certificates shall name the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and its officers, directors, agents, students, employees, contractors and volunteers as additional insured on a primary, non-contributory basis. CCC's failure to obtain certificates or other insurance evidence from CCMSI shall not be deemed a waiver of this provision by CCC. This Agreement, at CCC's sole discretion, may be terminated if CCMSI fails to comply with this provision. All insurance policies required hereunder shall include a provision which requires CCC to receive thirty (30) days prior written notice before coverage is substantially changed, cancelled or non-renewed. Any insurance or self-insurance programs maintained by Institution shall apply in excess of and not contribute with insurance provided by CCMSI.

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.

N. 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.
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 provision 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 full 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 hereunder shall be in writing and either (i) delivered personally; or (ii) sent by nationally recognized express courier; or (iii) sent by certified mail (return receipt requested). Any such notice will be deemed given when actually received and addressed as follows:

If to CCC:

Cheryl L. Hyman
Chancellor
City Colleges of Chicago
226 W. Jackson Blvd.
14th Floor
Chicago, IL. 60606

with a copy to:

Eugene Munin
General Counsel
City Colleges of Chicago
226 W. Jackson Blvd.
14th Floor
Chicago, IL. 60606

If to CCMSI:

Notices shall be sent to CCMSI addressed as follows:

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

8. File Destruction Policy. CCMSI will maintain all closed files on behalf of Program for a period of seven (7) 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 Program to advise CCMSI if files are not to be destroyed per this policy.
9. Standard of Performance. CCMSI shall perform the Services in accordance with the degree of professional skill, care and diligence shown by a professional performing services of a comparable scope, purpose and magnitude customarily provided in the performance of such Services. CCMSI shall at all times act in the best interests of CCC. CCMSI acknowledges that it is entrusted with and will have access to valuable and confidential information and records of the Institution and agrees to be held to the standard of care and diligence of a fiduciary. All Services that require the exercise of professional skill or judgment will be performed by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. CCMSI remains responsible for the professional and technical accuracy of all Services and deliverables furnished, whether by CCMSI, CCMSI's subcontractors or others on its behalf. All deliverables must be prepared in a form, content and schedule satisfactory to the Institution. Moreover, CCMSI shall use its best efforts, furnish its best professional skill and judgement and cooperate with Institution officials, employees, contractors and agents in completing the Services. If CCMSI fails to comply with these standards, the CCMSI must re-perform, at its own expense, all Services required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of the Services by the Institution does not relieve the Consultant from this re-performance obligation or its responsibilities hereunder.
10. MBE/WBE. Unless waived by Institution in writing, CCMSI must expend at least 25% of the Fee (including all modifications and amendments to it) with one or more certified minority business enterprises ("MBE") and at least 7% of the Fee (including all modifications and amendment to it) with one or more certified women's owned business enterprises ("WBE"). Failure to comply with this provision constitutes a material breach of this Agreement and may result in termination of the Agreement and other remedies.
11. CCMSI Representations and Warranties. In connection with this Agreement, CCMSI represents and warrants that:
 - (a.) It is ready, willing and able to perform, and will perform, the Services in accordance with this Agreement; and

- (b.) No officer, agent or employee of CCC is employed by CCMSI or to the best of CCMSI's knowledge, after due diligence and inquiry, has a financial interest directly or indirectly in this Agreement or the Services except as may be permitted under CCC's Ethics Policy. Further, CCMSI agrees to comply with CCC's Ethics Policy and with any amendments enacted thereafter; and
 - (c.) CCMSI shall not use any debarred or ineligible subcontractor to perform all or any portion of the Services; and
 - (d.) CCMSI and its subcontractors, if any, are not currently in default and have not been in default within the past five (5) years of any contract awarded by the Institution; and
 - (e.) CCMSI understands the nature of the Services and all other matters that may affect this Agreement or its performance and CCMSI has carefully examined and analyzed this Agreement and determined that the Agreement is feasible of performance in accordance with its terms; and
 - (f.) No representation, statement or promise, oral or in written, by CCC, its officials, agents or employees, has induced CCMSI to enter into this Agreement or has been relied upon by CCMSI; and
 - (g.) CCMSI is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois. CCMSI has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
 - (h.) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of CCMSI. This Agreement constitutes the legal, valid and binding agreement of CCMSI, enforceable against CCMSI in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies; and
 - (i.) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) conflict with or result in any violation of any provision of the charter or bylaws of CCMSI, each as amended to date; or (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract or other instrument to which CCMSI is a party of or by which any of its properties or assets are or may be bound; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to CCMSI; and
 - (j.) Professionals competent to perform the Services shall perform all Services that require the exercise of professional skill or judgment.
12. Ethics Policy. CCMSI agrees to comply with CCC's Ethics Policy with any amendments adopted thereafter. A copy of the CCC's Ethics Policy can be found at www.ccc.edu.
13. Inspector General. CCMSI shall have the duty to cooperate with the CCC's Inspector General in any investigation conducted pursuant to the Inspector General's authority under Board Rule 2.7. A copy of the Board Rule can be found at <http://www.ccc.edu/RulesOperations.asp>.

14. CCC Representations and Warranties. In connection with this Agreement, the Institution represents and warrants that:
- (a.) CCC is a body politic and cooperation duly organized, validly existing and in good standing under the laws of the State of Illinois. CCC has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
 - (b.) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein, have been duly authorized by all requisite corporate action on the part of CCC. This Agreement constitutes the legal, valid and binding agreement of CCC, enforceable against CCC in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies; and
 - (c.) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) conflict with or result in any violation of any provision of the charter or bylaws of the Institution, each as amended to date; or (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract or other instrument to which CCC is a party or by which any of its properties or assets are or may be bound; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to CCC.
15. Cooperation with Successors. If this Agreement expires or is terminated for any reason, CCMSI shall use its best efforts to assure an orderly transition to CCC and to the successor consultant, if any. CCMSI must make an orderly demobilization of its own operations, provide the Services uninterrupted until the effective day of such termination or expiration, and otherwise comply with the reasonable requests and requirements of CCC in connection with the termination or expiration.
16. Amendments/Changes. No modification or amendments to this Agreement shall be effective unless such amendment is in writing and signed by both parties hereto.
17. Assignment and Delegation. CCMSI shall not subcontract, assign, or otherwise transfer all or any portion of this Agreement, nor delegate its duties or obligations hereunder without CCC's prior written consent.
18. Survival. Upon the expiration or termination of this Agreement, those provisions that would by their nature survive this Agreement will so survive.
19. Third Party Beneficiaries. Nothing contained in this Agreement is intended to confer upon any person (other than the parties hereto, CCC Indemnified Parties and the CCMSI Indemnified Parties) any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third-party beneficiary under or by reason of this Agreement.
20. Force Majeure. Neither party will have any liability to the other for any failure or delay in performing any obligation under this Agreement due to acts of God or nature, fires, floods, strikes, civil disturbances, terrorism, or power, communications, satellite or network failures (individually and collectively "Force Majeure Event"). Either party upon prior written notice may terminate this Agreement if such Force Majeure Event continues for more than ten-(10) calendar days.
21. Entire Agreement/Amendment. This Agreement, and CCMSI's response to CCC's Request for Proposal #KD1602 set forth the full and final understanding of the parties hereto with respect to the matters described herein, and supersede 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 Program and CCMSI. In the event there is a conflict between the terms of this Agreement and CCMSI's response to CCC's Request for Proposal #KD1602, the language of this Agreement will prevail.

Executed this ____ day of _____, 2016

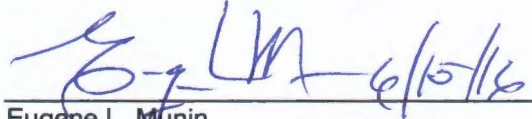
The Board of Trustees of Community College
District No. 508:

Cannon Cochran Management Services, Inc.:

By: 
Charles R. Middleton
Its: Chairman

By: 
Rod Golden
Its: Chief Operating Officer

APPROVED AS TO LEGAL FORM:

By: 
Eugene L. Munin
General Counsel

32982

EXHIBIT A

SCHEDULE OF REPORTS

<u>Report</u>	<u>Frequency</u>
Adjuster Claim Notes	Client Access
Attorney Panel Litigation Performance Report	Quarterly
Bank Account Balance Report	Monthly
Check Register by Association	Monthly
Claim Detail Report	Client Access
Claim Financial Summary Report	Client Access
Claim Review Reports conducted with Client	Quarterly
Claim Summary Text Report	Client Access
Claim Status Report	Monthly
Claim Transaction Detail Report	Client Access
Escrow Account Reconciliation Report	Monthly
Excess Insurance Carrier Submission and Updates	Periodic
Historical Claim Data Report	Upon Request
Initial Claim Report	Client Access
Illinois Workers' Compensation Commission Report	Semi-Annual
Late Claim Reporting Report	Monthly
Litigation Report	Client Access
Loss History Reports	Upon Request
Medial Payment Savings Report	Monthly
OSHA Reports by Client Colleges	Client Access
Payment Release Authorization Report	Monthly
Portfolio Report by Claim Type	Client Access
TTD Status Report	Client Access
US Department of Health & Human Services, CMS Report	Quarterly

EXHIBIT B

SCHEDULE OF ADDITIONAL RISK MANAGEMENT SERVICES

Telephonic Nurse Case Management (WBE)

- Average Market Rate - \$90 per hour

On-Site Nurse Case Management (WBE)

- \$90 per hour

Pre-certification of Hospital Stays and Physical Medicine

- Pre-certifications - \$90 per hour
- Inpatient review - \$90 per hour (includes up to two concurrent reviews.)
- Continued stay/Concurrent review - \$90 per hour
- Outpatient review - \$90 per hour

File Review/Retrospective Utilization Review

- Nurse - \$100 per hour
- M.D. - \$250 per hour billed in 15 minute increments

Bill Repricing - IWCC Schedule & Usual and Customer Fees

- 33% of savings if all bills routed through comp mc TM (\$10.00 flat fee if not routed through comp mc TM)

Surveillance

- Intrastate and Interstate - \$675 (8 per day hours)

Ad Hoc Reporting Requests

- Fee - \$75 per hour

Legal Representation

- CCC assigns. Market Rate Average - \$140 to \$150 per hour

EXHIBIT C

SCHEDULE OF LOSS CONTROL SERVICES

Loss Control

- Fee - \$100 per hour
- Assignments shall be made at the request of the Client
- Assignments shall be directed to CCMSI internal Loss Control Department.
- Client reserves the right to select additional external partners with CCMSI consensus to deliver services outside the realm of expertise.

32982

EXHIBIT D

Duties of MBE and WBE

MBE: Insurers Review Services

- Shall provide Claims Support Services, inclusive of, but not limited to processing of Medical and Expense Invoices associated with the four Claims types within the CCC Portfolio.
- The Annual Compensation shall be in the principal amount of \$14,000.

WBE: Eagle One CMS

- Shall provide On Site Medical Case Management Services and Telephonic Case Management as required.
- Services shall be invoiced at a rate of \$90 per hour.
- The Annual Compensation shall be in the principal amount of \$3,920

EXHIBIT E

FEE AND PAYMENT SCHEDULE

Annual Administration Fee.....\$56,000

Services Include:

- Manage all aspects of transition
- Deliver and discuss written contract
- Coordinate data and physical file transfers
- Execute new client set-up on computer, e.g., hierarchies
- Establish banking/funding protocols
- Deliver monthly reporting needs
- Coordinate ICE system training
- Serve as primary contact for administrative/technical questions
- Memorialize all handling standards in Client Service Instructions
- Orchestrate Claim Reviews and Stewardship Meetings
- Facilitate audit requests
- Manage billing process
- Assist in state or regulatory filings
- Issue 1099's for vendors
- Deliver PPO/Bill review Savings Report
- Interact with CCC broker to provide insight and support
- Provide other services as CCC deems necessary

Summary of Minimum Fee Based on Projected Losses (Bundled Adjusting Fees) \$56,000

• Workers' Compensation	Lost Time & Med Only	\$22,500
• General Liability	Bodily Injury & Property Damage	\$15,000
• Student Athlete	Medical Only	\$15,000
• Student Accident Health	Investigation	\$ 3,500

System Access (2 users included in Flat Fee, additional at \$250 per User..... (\$ 1,500)

TOTAL ESTIMATED ANNUAL FEES.....\$ 56,000

Note:

1. PPO/Medical Bill Review savings are paid as an Allocated Loss Adjustment Expense. CCC realizes 67% of savings. CCMSI is paid 33% of savings.
2. CCMSI shall issue an Invoice for the Escrow Deposit on the First Day of each Month.
3. CCMSI shall issue an Invoice for Administrative Services on the Last Day of each Month.
4. City Colleges of Chicago reserves the right to remit the Annual Service Fee as a flat monthly payment in the initial amount of Four Thousand Six Hundred Eighty Five Dollars and 00/100 (\$4,685), followed by 11 payments of Four Thousand Six Hundred Sixty Five Dollars and 00/100 (\$4,665) for services based upon the anticipated annual claim volume. The parties shall annually adjust the monthly payment as required based upon an annual review of claim volume with the exercise of Renewal at Year 4 and Year 5. Upon annual reconciliation revenues or refunds due CCMSI or CCC shall be applied in the form of credit.

EXHIBIT F SETTLEMENT AUTHORITY REQUEST

CITY COLLEGES OF CHICAGO WORKERS' COMPENSATION		
SETTLEMENT AUTHORITY REQUEST		
DATE:	CASE NUMBER:	
NAME:		
COLLEGE:		
DATE OF ACCIDENT:	SSN:	DOB:
DEMAND: \$		
PETITIONER ATTORNEY:		
AMOUNT APPROVED: \$	AUTHORITY EXPIRATION DATE:	
CCC ATTORNEY:		
ATTORNEY RECOMMENDATION MUST BE ATTACHED		
NATURE OF INJURY:		
Q-DEX REFERENCES:	1.	2.
3.	4.	5.
COMMENTS:		
AWW: \$	TTD RATE: \$	PPD RATE: \$
EXPENDITURES TO DATE:	TTD: \$	MEDS: \$
IME: \$	OSCM: \$	ADMIN: \$
LEGAL: \$	OTHER: \$	TOTAL: \$
ADJUSTER SIGNATURE		DATE:
DIRECTOR OF RISK MGMT. SIGNATURE		DATE:
CCC STAFF ATTORNEY SIGNATURE		DATE:

32982

EXHIBIT G DISTRICT COMMERCIAL INSURANCE POLICIES

November 15, 2015 – November 15, 2016

General Liability

Policy Period 11/15/15 – 11/15/16
Policy Number GLX201500175400
Carrier United Educators
Limits \$3,000,000 aggregate limit / \$750,000 occurrence
Deductible \$250,000

Excess Liability

Policy Period 11/15/15 – 11/15/16
Policy Number BLX201100175400
Carrier United Educators
Limits \$15,000,000 limit
Deductible \$1,000,000

Workers' Compensation

Policy Period 11/15/15 – 11/15/16
Policy Number SP4054024
Carrier Safety National
Limits Statutory
Deductible \$600,000 SIR

Student Athlete Injury

Policy Period 11/15/15 – 11/15/16
Policy Number COSC – 50563-595
Carrier AXIS Insurance Company
Limits \$5,000,000 / \$10,000 accidental death benefit
Deductible N/A

Student Accident Health Policy

Policy Period 11/15/15 – until Plan termination
Policy Number xxxxxxxx
Carrier City Colleges of Chicago – Self Insured Plan
Limits \$10,000
Deductible N/A

EXHIBIT H

CCMSI DISTRICT CONTACTS (page 1 of 5)

Claim Reporting (all matters) – District Administration	
<p>Ralph G. Passarelli Director of Risk Management City Colleges of Chicago 226 W. Jackson Blvd. Room 1024 Chicago, IL 60606 Tel: 312-553-3276 Fax: 312-553-2927 E-mail: rpasarelli@ccc.edu</p>	<p>Eugene Munin General Counsel City Colleges of Chicago 226 W. Jackson Blvd. Floor 14 Chicago, IL 60606 Tel: 312-553-2724 Fax: 312-553-3438 E-mail: emunin@ccc.edu</p>
<p>Atonio Littleton Associate General Counsel II City Colleges of Chicago 226 W. Jackson Blvd. Floor 14 Chicago, IL 60606 Tel: 312-553-2543 Fax: 312-553-2539 E-mail: alittleton1@ccc.edu</p>	<p>Shawn Burnett-Whitaker Deputy General Counsel City Colleges of Chicago 226 W. Jackson Blvd. Floor 14 Chicago, IL 60606 Tel: 312-553- 2899 Fax: 312-553-2539 E-mail: sburnett-whitaker@ccc.edu</p>
<p>Michelle Crawley Legal Secretary City Colleges of Chicago 226 W. Jackson Blvd. Floor 14 Chicago, IL 60606 Tel: 312-553-2536 Fax: 312-553-2539 E-mail: mcrawley1@ccc.edu</p>	<p>Donna Sacco Assistant to the General Counsel City Colleges of Chicago 226 W. Jackson Blvd. Floor 14 Chicago, IL 60606 Tel: 312-553-2538 Fax: 312-553-2539 E-mail: dsacco@ccc.edu</p>

EXHIBIT H

CCMSI DISTRICT CONTACTS (page 2 of 5)

HUMAN RESOURCES & PAYROLL DIRECTORY					
COLLEGE	LIAISON	TITLE	PHONE #	FAX #	CELL #
Ricahrd J.Daley	Elinore Moore	HR Director	773/838-7528	773/838-7928	312/810-6677
	Laura Paz - HR	HR Associate	773/838-7630	773/838-7630	
	Suzan Haddad - PR	College Pers. Asst. II	773/838-7537	773/838-7537	
Harold Washington	Valerie Goode	HR Director	312/553-5654	312/553-5645	773/816-6053
	Aremilis Galva - HR	HR Associate	312/553-5624	312/553-6014	
	Valetta Buckner - PR	College Pers. Asst. II	312/553-5623	312/553-3095	
	Kenya Thomas	College Pers. Asst. I-PT	312/553-5814	312/553-3095	
Kennedy-King	Araceli Cabrales Medina	HR Director	773/602-5365	773/602-5366	312/502-8681
	Jackie Lawrence - HR	HR Associate	773/602-5579	773/602-5103	
	Ferrell Freeman - PR	College Pers. Asst. II	773/602-5070	773/783-9454	
Malcolm X	Stanley Beamon	HR Director	312/850-7038	312/850-7089	708/269-0533
	Michelle Passantino	HR Associate	312/850-7033	312/850-7089	
	Wilma Flowers-Rice	College Pers. Asst. I	312/850-7017	312/850-7021	
Olive-Harvey	Latasha Larry	HR Director	773/291-6210	773/291-6563	773/480-1157
	Kimberly Terrell	HR Associate	773/291-6318	773/291-6412	
	Arbie Harris - PR	College Pers. Asst. I	773/291-6323	773/291-6412	
Harry S Truman	Michael Roberts	HR Director	773/907-4462	773/907-4479	773/710-4230
	Christine Guerres - HR	HR Associate	773/907-4481	773/907-4479	
	Teresa Walker - PR	College Pers. Asst. II	773/907-4461	773/907-4479	
	Azra Dzafic	College Pers. Asst. I-PT	773/907-4460	773/907-4479	
Wilbur Wright	Griselda Silva	HR Director	773/481-8186	773/481-8662	312/520-0124
	(VACANT)	HR Associate	773/481-8837	773/481-8662	
	Mary Walsh - PR	College Pers. Asst. II	773/481-8187	773/481-8662	
1/12/2015					

EXHIBIT H

CCMSI DISTRICT CONTACTS (page 3 of 5)

CITY COLLEGES OF CHICAGO – ATHLETIC DIRECTORS & ATHLETIC TRAINERS (8-5-15)			
District Office			
Associate Vice Chancellor - Athletics	Michael Daigler	Phone	312-553-2809
E-mail	mdaigler@ccc.edu	Cell	773-218-4247
Richard J. Daley College		Olive-Harvey College	
Athletic Director	Erin Sullivan	Athletic Director	VACANT
Phone	773-838-7784	Phone	773-291-6143
Cell	847-602-1661	Cell	
E-mail	esullivan16@ccc.edu	E-mail	
Athletic Trainer	Jill Rogacki	Athletic Trainer	Janese Evans
Cell	734-347-6853	Cell	773-706-5726
E-mail	Jill.Rogacki@athletico.com	E-mail	Janese.Evans@athletico.com
Kennedy-King College		Harry S. Truman College	
Athletic Director	Rodell Davis	Athletic Director	Alison Guengerich
Phone	773-602-5359	Phone	773-907-4445
Cell	708-674-3935	Cell	773-505-0907
E-mail	rdavis221@ccc.edu	E-mail	aguengerich1@ccc.edu
Athletic Trainer	Arnold Lee	Athletic Trainer	Lauren Krysciak
Cell	630-699-5749	Cell	773-807-5193
E-mail	Arnold.Lee@athletico.com	E-mail	Lauren.Krysciak@athletico.com
Malcolm X College		Wilbur Wright College	
Athletic Director	Julian Springer	Athletic Director	John McDonnell
Phone	312-850-7884	Phone	773-481-8253
Cell	773-350-2408	Cell	773-988-4628
E-mail	jspringer6@ccc.edu	E-mail	jmcdonnell@ccc.edu
Athletic Trainer	Samantha Cochran	Athletic Trainer	Ali Kotek
Cell	219-218-4407	Cell	630-841-2888
E-mail	Samantha.Cochran@athletico.com	E-mail	Ali.Kotek@athletico.com
8/11/15			

**EXHIBIT H
CCMSI
DISTRICT CONTACTS
(page 4 of 5)**

SECURITY DIRECTORS CONTACT							
District Office (DO)	Daley (DA)	Harold Washington (HW)	Kennedy King (KK)	Malcolm X (MX)	Olive Harvey (OH)	Truman (TR)	Wright (WR)
312-553-2575	773-838-7608/7944	312-553-5643	773-602-5148/5276	312-850-7168/7408 312-850-0911/0311	773-291-6348/6780	773-907-4800	773-481-8970
Peter Fegan	Ronald Martin	Milton Owens	Hershey Norise	Angela Hearts-Glass	Louis Torres	Andres Durbak	Jack Murphy
312-553-2587	773-838-7607	312-553-5698	773-602-5484	312-850-7169	773-291-6245	773-907-4708	773-481-8123/8124
773-450-3791	773-719-2097	773-418-1979	773-742-7965	773-407-3892	773-647-0875	773-680-9278	773-573-3390
pfegan@ccc.edu	rmartin1@ccc.edu	mowens63@ccc.edu	hnorise@ccc.edu		ltorres57@ccc.edu	adurbak@ccc.edu	jmurphy@ccc.edu
Gissella Limon	Ronnie DeVance		Nick Moyenda	Anthony Alexander	William Rogers	Oscar Galarza	Victor Guerrieri
312-553-2884	773-838-7607/7608	312-553-3316	773-602-5560	312-850-7167	773-291-6347	773-907-4801	773-481-8973
312-305-4415	312-618-8521		773-842-0838	872-333-7498	312-545-4824	773-495-7226	773-391-0882
glimon7@ccc.edu	rdevance@ccc.edu		nmoyenda@ccc.edu	aalexander78@ccc.edu	wrogers15@ccc.edu	ogalarza2@ccc.edu	vguerrieri@ccc.edu
	Arturo Velasquez Institute (AVI)		Dawson Technical Institute (DTI)				Wright Humboldt Park (HP)
	Dennis Ross		Deborah Pascua				
	773-838-3919		773-487-3652				773-489-8921/8922
	773-838-7858/1566		773-487-3615				773-489-8989
	312-719-2248		773-512-2887				
	dross77@ccc.edu		dpascua@ccc.edu				
Office of Safety and Security	Executive Office Manager	District Director	Dir of Emergency Preparedness	Operations Manager	Security Liaison	Staff Assistant	Staff Assistant
Beatrice O'Donnell Vice Chancellor	Sharon Beamon	Frank Russo	Stanley Thomas	Ron Rufo	Roy Cameron	Maureen Kristin	Darlene Leal
312-553-2960	312-553-3338	312-553-2534	312-553-2511	312-553-2647	312-553-2759	312-553-2532	312-553-2717
773-603-6633	773-415-7042	202-441-4838	773-339-0608	773-616-3404	708-250-3225	708-310-1812	773-946-6944
bodonnell4@ccc.edu	sbeamon5@ccc.edu	frusso@ccc.edu	stthomas45@ccc.edu	rrufo1@ccc.edu	rcameron3@ccc.edu	mkristin@ccc.edu	dleal4@ccc.edu

EXHIBIT H

CCMSI DISTRICT CONTACTS (page 5 of 5)

Student Accident Health Claims – Deans of Student Services	
<p>Michelle Adams Dean of Student Services Olive-Harvey College 10001 South Woodlawn Chicago, IL 60628 Tel: 773-291-6358 E-mail: madams@ccc.edu</p>	<p>Tasha Williams Dean of Student Services Malcolm X College 1900 West Van Buren Chicago, IL 60012 Tel: 312/850-7120 E-mail: tholmes@ccc.edu</p>
<p>Romell Murden-Woldu Dean of Student Services Wilbur Wright College 4300 North Narragansett Chicago, IL 60634 Tel: 773-481-8451 E-mail: rmurden@ccc.edu</p>	<p>Johnny Craig Dean of Student Services Kennedy-King College 6301 S. Halsted Street Chicago, IL 60021 Tel: 773-602-5541 E-mail: jcraig37@ccc.edu</p>
<p>Mary Ann Soley Dean of Students Harry S. Truman College 1145 W. Wilson Avenue Chicago, IL 60645 Tel: 773-907-4754 E-mail: msoley@ccc.edu</p>	<p>Eduardo Garza Dean of Student Services Richard J. Daley College 7500 S. Pulaski Road Chicago, IL 60652 Tel: 773-838-7583 E-mail: egarza20@ccc.edu</p>
<p>Wendell Blair Dean of Student Services Harold Washington College 30 E. Lake Street Chicago, IL 60601 Tel: 312-553-5662 E-mail: wblair@ccc.edu</p>	
ORM 4-25-16	

32982

EXHIBIT I

CCMSI Client Service Instructions for City Colleges of Chicago		
Effective Date: July 1, 2015		
ACCOUNT INFORMATION (Revised 12/19/13)		
Client Name	City Colleges of Chicago ('CCC')	
Association Number	#284- REPL SERVER	
Account Type	Stand-Alone CCC: Workers' Compensation, General Liability, Student Athletic Injury Program and Student Accident Health	
Federal I.D. #	36-2606236	
Team # Assigned	Chicago - 105	
CCMSI Executive	Bob Vansellow, Vice President 312/455-6481	
Account Manager	Steve Varzino 312/455-5124	
Account Supervisors	Workers Compensation	General Liability
	Cindy Memenga 312/455-6468	Steve Varzino 312-455-5124
	Student Athletic Injury	Student Accident Health Plan
	Cindy Memenga 312/455-6468	Cindy Memenga 312/455-6468
Claim Representatives	Workers' Compensation	General Liability
	Chuck Pawluk Sonya Sigers Vicky Finney (Med. only)	Linesh Joseph Steve Varzino
	Student Athletic Injury	Student Accident Health
	Ivon Mendez	Ivon Mendez
Program Inception Date	November 1, 2004	
Program End Date	June 30, 2019	
CONTACT INFORMATION		

Client Contact	Ralph G. Passarelli Director of Risk Management
Address	City Colleges of Chicago 226 West Jackson Boulevard Chicago, IL 60606-6998
Telephone	312-553-3276
Fax	312-553-2927
E-mail	rpassarelli@ccc.edu
Broker Contact	<p>Frank D. Cella, Senior Vice President Marsh, USA 540 West Madison Chicago, IL 60661 312-627-6082 frank.d.cella@marsh.com</p> <p>Kate Weisenberger Kenny Marsh, USA 540 West Madison Chicago, IL 60661 312-627-6524 kate.kenny@marsh.com</p>

CLAIM HANDLING PHILOSOPHY

City Colleges of Chicago (CCC) consists of a District Office, seven colleges, satellite locations and learning centers throughout the City of Chicago. Approximately 160,000 students attend the various locations. A total of 6,664 employees deliver teaching and operational services to these students. CCMSI shall investigate and adjudicate claims in the following areas: Workers' Compensation (WC); General Liability (GL), Student Athletic Injury Program (SAIP) and the Student Accident Health Plan (SAHP). The SAIP shall be treated as the equivalent of a medical only claim in worker's compensation, without the lost wages or permanency elements. The SAHP shall be treated as an investigation claim with payments made by CCMSI from the Escrow Account up to Plan Limits.

CCC seeks effective claim management that results in the containment of costs, constructive communication and coordination with all interested and affected parties, education of its employees and the maintenance of adequate reserves. CCMSI should promptly initiate investigations and determine liability and/or compensability to minimize litigation and losses. All efforts should be made to reduce expenses and to simplify the complexity of the program administration. CCMSI shall establish practical, measurable and attainable standards against which the effectiveness of the program can be evaluated. CCMSI maintains a comprehensive claim and management reporting system in place to track data, i.e. iCE.

To comply with the above, claim handling should be in accordance with CCMSI's **Corporate Claims Handling** criteria.

FIRST NOTICE OF LOSS

CCC submits all claims via direct input to iCE. CCC personnel reporting work comp losses may call

32982

(312) 455-1612. Route all calls to Support Staff. If a claim is called and input to iCE by CCMSI Staff, notification to the Director of Risk Management must be provided via e-mail transmission advising of the claim.

Route WC, SAIP & SAHP to Cindy Memenga for review and assignment to the appropriate claim personnel. Route GL claims to Steve Varzino for review and assignment.

The Chicago office assists CCC in the preparation of any documents or reports to be filed with the Illinois Industrial Commission and the Illinois Department of Insurance or with any other governmental agency.

CCC POINTS OF CONTACT

- Workers' Compensation – CCC Human Resources Administrators
- General Liability - CCC Security Directors.
- Student Athlete – CCC Athletic Directors
- Student Accident Health Plan – CCC Deans of Student Services

Lists of these contacts are captured in Exhibit H.

INVESTIGATION

WC; SAIP: Establish three point contact (employee, medical care provider and appropriate manager) within 48 hours of receipt of a lost time or medical only claim.

GL: Establish contact with the claimant/counsel, witnesses and appropriate manager within 48 hours of receipt of a claim. Claims are to be promptly and aggressively investigated for liability and/or compensability.

SAHP: Establish three point contact (Student, Dean, Witness or Site Coordinator).

CCMSI conducts as much of the investigation as possible to keep allocated loss expenses and legal fees to a minimum. CCMSI should utilize staff at the CCC's locations to assist with investigations when appropriate. Where warranted, CCMSI shall secure all applicable police or fire reports, medical records and photographs. Outside investigators will be utilized on an as needed basis.

WAGE HISTORIES & RTW DATES

Contact the Director of Risk Management via e-mail to request a spreadsheet reflecting gross wages for the 52 week period preceding the Date of Accident. The Director in turn shall submit the request to the District Payroll Office.

COMPENSABILITY & DENIALS

Discuss the denial of any claim with Director of Risk Management. CCMSI must confirm authority to issue denial in writing, preferably in an e-mail that can be attached to the file's notes in Toolbar.

SUBROGATION

CCMSI must consult with Director of Risk Management or CCC's Legal Department before pursuing subrogation against a third party.

COVERAGE	
<p>CCC maintains a \$600,000 self-insured retention for workers compensation claims, with excess insurance placed beyond that threshold. The GL policy carries a \$250,000 self-insured retention; there is excess coverage above this limit. SAIP claims are subject to a \$25,000 deductible; an excess policy sits above this level. SAHP Claims provide first dollar coverage. See Exhibit 1 for a list of the various carriers and retention limits. CCMSI is responsible for notifying the excess carrier of any loss that falls within their reporting criteria. CCMSI must notify CCC's Risk Management and Legal Departments of any potential coverage issues regarding losses filed against it.</p>	
RTW & TTD PAYMENTS	
<p>CCC would like injured employees to return to work as quickly and reasonably as possible. TTD payments should be sent directly to the claimant. The CCC Office of Risk Management stresses the importance of issuing timely TTD checks. Prior to initiating TTD Benefits, the Adjuster must confirm the current payroll status of the Claimant with the College's Human Resources Administrator.</p>	
LEGAL COUNSEL	
<p>CCC's Attorney Panel consists of 4 external firms who provide defense of Workers' Compensation Claims. In-house attorneys and Outside Counsel litigate General Liability Matters. The CCC General Counsel has complete control over whether to handle the case in-house or assign a file to one of several approved panel firms. Only firms on the panel list are eligible for assignments. These include:</p>	
<p>Workers' Compensation Matters:</p> <ul style="list-style-type: none"> • Nyhan, Bambrick, Kinzie & Lowry • Power & Cronin • Leahy, Eisenberg & Fraenkel, LTD • Smith Amundsen 	<p>General Liability Matters:</p> <ul style="list-style-type: none"> • CCC Associate General Counsel II • Appointments made by CCC General Counsel to Outside Counsel on an individual case basis
RESERVING AUTHORITY	
<p>Reserve for probable outcome. CCMSI need not consult with CCC Risk Management department prior to establishing a Reserve. Pay particular attention to cases that exceed 50% of CCC's SIR levels or involve serious injuries. Excess Carrier MUST be notified by CCMSI of such losses.</p>	
SETTLEMENT AUTHORITY	
<p>Up to \$5,000 on all cases. Authority must be sought from either the Director of Risk Management or Office of the General Counsel between \$5,000 and \$25,000. The full Board of Trustees meets once a month to approve significant settlements which may require a Special Appropriation above the Escrow Deposit resources.</p>	
EXPENSE AUTHORITY	
<p>No authority limit. Use common sense. If an expense payment exceeds \$5,000, consult with the supervisor about communicating these figures to CCC.</p>	
CHECK PRINTING	
<p>Checks will be issued out of the Danville office. Checks in excess of \$5,000 must bear two signatures.</p>	
OUTSIDE VENDORS	
<p>CCMSI has authority to select vendors of its choosing with the exception of the following:</p> <ul style="list-style-type: none"> • CCC Legal assigned Counsel Panel • Use Insurers Review Service (MBE) for consulting and analytical work 	

- Use Eagle One (WBE) for nurse case management

MANAGED CARE

Utilize CCMSI's designated managed care vendor. To that end, all bills must be routed through **comp mc**™. This includes any prescription drug charges and ancillary treatment such as chiropractic sessions and physical therapy. In addition, CCC desires to take advantage of CCMSI's prescription card program, where possible. Forward quarterly reports to CCC summarizing all captured savings. Use MDM Dia Tri for diagnostic testing. CCMSI is free to select whomever CCMSI believes is the most appropriate party to perform independent medical examinations. CCMSI is required to consult with the Director of Risk Management before initiating an investigation to Global Options.

BANKING INFORMATION

CCMSI Escrow checks

Bank Name:	Bank of America
Routing Number:	071000039 ACH
Routing Number:	026009593 Wire
Account Number:	8666622642
Account Name:	CCMSI
Other Beneficiary Info:	1243 – City Colleges of Chicago

How will Escrow Account be funded? Monthly by CCC. And as may be required for large settlements and expenses that exceed monthly funding.

Checks: Printed in Danville. **Signing Authority:** \$5,000

Check Voiding/Stop Pays: CCMSI is responsible for issuing any stop pays or voiding any checks.

CLAIM FILE REPORTING

Upon request by the CCC, CCMSI will provide a written status report on designated claim files to Director of Risk Management. The reports must include current reserves, case strategies, short term and long-term goals, recommendations and future diary dates.

All Loss Runs are to be submitted to the CCC Office of Risk Management for review and approval on a monthly basis in an excel spreadsheet format via *iCE*, to the extent the Director of Risk Management requests a different interval.

CCMSI shall submit a monthly check register to Director of Risk Management by the fifth day of each month to enable and facilitate a reconciliation of CCMSI records with the bank's records.

CCC has the right to conduct audits of all claim files.

ATTORNEY'S LIEN LETTER & DEMAND LETTER

On occasion, CCC may receive correspondence from an Attorney registering an Attorney's Lien and/or making a Demand on behalf of a Claimant who has allegedly suffered Bodily Injury or Property Loss but has not filed a General Liability Claim with the Office of Risk Management. The Director of Risk Management shall issue correspondence to the Attorney acknowledging the letter, explaining the CCC process and seeking the completion of the CCC General Liability Claim form.

The Director of Risk Management shall provide a copy of the correspondence to the CCC General Counsel and the appropriate CCMSI Claim Supervisors. The Campus Incident Report (if available) shall also be provided to appropriate CCMSI Claim Supervisors. In turn, CCMSI Claim Supervisor shall create a file in the iCE Claim System and begin adjudicating the Claim.

MISCELLANEOUS

STEWARDSHIP MEETINGS: The meetings will be held quarterly and will address pending issues and review the success of plans of action developed to address same.

BILLING: Billing will be issued on a monthly basis, in arrears. All bills should be submitted to Director of Risk Management for processing.

CLOSED FILES: Maintain for 7 years after the month of closure, or as long as necessary to protect the applicable statute of limitations, whichever is longer. It is the sole responsibility of CCC to advise CCMSI if files are to be destroyed or returned to CCC while CCMSI has possession of these documents.

City Colleges of Chicago CLAIM CONTACTS

ACCOUNT MANAGER

Contact: Steve Varzino
Address: 114 S. Racine, 2nd Floor
 Chicago, IL 60607
Phone: 312/455-5124
Fax: 217/477-6367
E-Mail: svarzino@ccmsi.com

SUPERVISOR: WORK COMP CLAIMS, STUDENT ATHLETE INJURY CLAIMS & SAHP CLAIMS	SUPERVISOR: GENERAL LIABILITY CLAIMS
<p>Contact: Cindy Memenga Address: 114 S. Racine, 2nd Floor Chicago, IL 60607 Phone: 312/455-6468 Fax: 312/455-1659 E-Mail: cmemenga@ccmsi.com</p>	<p>Contact: Steve Varzino Address: 114 S. Racine, 2nd Floor Chicago, IL 60607 Phone: 312/455-5124 Fax: 217/477-6367 E-Mail: svarzino@ccmsi.com</p>