

07/01/2024 - 07/01/2025

FLAT FEE- LIFE OF PARTNERSHIP	Est. Claim Frequency		Projected Service Fee
Liability			
Auto Liability/Bodily Injury	9		Included
Auto Liability/Property Damage	37		Included
Auto/Physical Damage	24		Included
General Liability/Bodily Injury	7		Included
General Liability/Property Damage	43		Included
Professional Liability	14		Included
Incidents - Liability	335		Included
Total Liability Flat Fee			\$110,784
Property	-		
Property	12		Included
Incidents - Property	0		Included
Total Property Flat Fee			\$9,900
ADMINISTRATIVE SERVICES	Quantity	Rate	Estimated Annual Fee
Administrative Services			
Administration / Data Management			\$12,639
RMIS - 2 Users Full Access			Included
Luminos Incident Management			\$11,700
Total Administrative Services			\$24,339

If the claim counts for the 2024/2025 contract are 15% higher than the annual forecast by individual coverage type (the overage would not be calculated by a global overage, but instead by bodily injury, property damage, auto physical damage, property, or professional), then GB reserves the right to bill for the overage on a perclaim basis at the below rates:

**TOTAL** 

Auto and General Liability Bodily Injury - \$990 Auto and General Liability Property Damage - \$456 Auto Physical Damage - \$311 Property - \$820 Professional - \$2,400 \$147,663



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# **OTHER SERVICES**

SERVICES	CHARGES		
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined	RMIS View-only User, \$500 annually per user		
under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS Full Access User, \$1,000 annually per user		
Loss control	\$140 per hour		
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.		
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date		
	Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action.		
	Applies to all coverage types		
Gallagher Bassett Investigative Services (GBIS)			
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses		
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report		
Gallagher Bassett Litigation Management Program (GBLMP)			
Invoice and Matter Management platform for adjusters/counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as		
5 client licenses for Legal Analytics platform	discount off total payment remitted to counsel and will be		
Attorney-led legal bill review	reflected as an allocated expense on the claim file.		
Gallagher Bassett Compliance Services (GBCS)			
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply		
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service		
Taxes			
Taxes	All applicable taxes will be added to the service fees where required		



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#### PROGRAM SPECIFIC TERMS AND CONDITIONS

#### 1. Claim Count Reconciliation:

There will be one claim count reconciliation 18 months after the inception of the service period, to bill for any claims beyond the 15% threshold above the annual forecast.

2. Billing and Payment Terms: Fees will be billed quarterly during the service period.

## 3. Claim Pricing Terms:

## Life of Partnership:

Claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

### **Additional Charges:**

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

### 4. Account Administration includes the following:

- Client Services
- 2 Telephonic Claim Strategy Meeting(s)
- 2 Standard Meeting(s) Included
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$10,000
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)
- · Acknowledgement Letter to Claimant Liab
- Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.
- 6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.
- Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.



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#### **GENERAL CONTRACT TERMS AND CONDITIONS**

- 1. Independent Adjusters If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
- The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as
  existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require
  adjustments to the quoted pricing.
- 3. Taxes All applicable taxes will be added to the service fees where required.
- 4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
  - · Legal Fees
  - · Legal Bill Review
  - Medical Examination
  - Professional Photographs
  - Travel made at client's request
  - · Costs for witness statements
  - Court reporter service, translation, and interpretation
  - · Record retrieval and copying services (Including medical and legal)
  - · Accident reconstruction
  - · Experts' rehabilitation costs
  - Chemist
  - Fees for service of process
  - · Collection cost payable to third parties on subrogation
  - · Architects, contractors
  - Engineer
  - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
  - Police, fire, coroner, weather, or other such reports
  - Property damage appraisals
  - Vehicle appraisals (vehicle damage assessment)
  - SIU, surveillance and sub rosa investigation
  - · Official documents and transcripts
  - Pre- and post-judgment interest paid
  - Outside Field Investigations
  - Subrogation at 20% of net recovery
  - Index Bureau Reporting (All Coverages)
  - · Second Injury Fund Recovery
  - Data Intelligence Self-Service Reports
  - Medical Management Medical Management services may include, but are not limited to:
    - Preferred provider organization networks
    - Utilization review services
    - Automated state fee scheduling
    - Light duty/return-to-work programs
    - Medical case management and Vocational rehabilitation network
    - Prospective injury management services
    - Hospital bill audit services



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#### **DEFINITIONS**

## **Incidents**

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

# Auto Physical Damage (APD)

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

# **Liability Claims**

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

# **Property Claims**

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.



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# **ACKNOWLEDGEMENT OF COST & TERMS**

The undersigned parties acknowledge and agree that this Cost & Terms is effective for the service period stated above.

Notices to Gallagher Bassett Services, Inc. should be directed to: Gallagher Bassett Services, Inc. 2850 Golf Road Rolling Meadows, Illinois 60008-4050

Attn: Legal Department

Email: GB-Contracts@gbtpa.com

ACCEPTED AND AGREED TO BY:	ACCEPTED AND AGREED TO BY:
GALLAGHER BASSETT SERVICES, INC.	HALL COUNTY, GA
Ву:	Ву:
Print Name:	Print Name:
Title:	Title:
Date:	Date: