



Crawford & Company
City of West Monroe Claims Administration Program
2022-23 Renewal
One (1) Year Price Quote: 011/01/2022 – 10/31/2023

Auto Liability:

Commercial Lines BI: \$702.00 Commercial
Lines Property Damage: \$378
All other claims types and all Mediation/Litigation: T&E at \$110/hour

General Liability:

Commercial Lines BI: \$702
Commercial Lines Property Damage: \$378.00
All other claim types and all Mediation/Litigation: T&E at \$110/hour

Account Management Fee:

\$3,500/year

General Conditions

- The terms, fees, and conditions in this proposal will apply only to claims that are referred to Crawford for handling within the Agreement period beginning 11/01/2022 – 10/31/2023.
- All outside investigation or field work will be performed in accordance with Crawford Limited Assignment Menu of services, which is in addition to the flat rate, per claimant fees quoted.
- Crawford & Company's TPA agreement is on an annual basis. The agreement will not automatically renew. A new and separate claim handling agreement will be negotiated for each period where Crawford & Company is to perform as your TPA. Payment of the annual Account Management Fee and execution of the Letter of Agreement is required in order for the TPA agreement to become effective.
- Either party may cancel the agreement with 60 days written notice to the other party.
- Reserving recommendations will be based upon the exposure presented. Any file where exposure meets or exceeds the SIR, or where a catastrophic injury is involved, will result in a captioned report sent to our client, with a copy to the broker and excess carrier. This report will advise that the exposure now exceeds the SIR and our client's legal right to direct and control further claim activity has ended. We will request the excess carrier now assume responsibility for directing any further claim activity.
- Tax on Crawford Services where applicable now or in the future will be added to the service fee.

- To the extent fees and expenses are not stated herein, all fees and expenses shall be in accordance with Crawford's Standard Billing Policies (U.S.) (the "Policies"), which are posted on Crawford's web address at www.crawfordandcompany.com. The Policies are subject to change from time to time, at Crawford's discretion, and such changes shall be posted on Crawford's web site. Both the Policies and any changes thereto are hereby incorporated by reference into this Agreement.
- Crawford & Company will maintain, update, and report claims data during the period when this agreement remains active. Our responsibility for maintaining and reporting of claims data will cease upon non-renewal of this Agreement.
- Client will be responsible for making all claims and allocated expense payments. Client will provide Crawford & Company with verification of each claim or allocated expense payment, to enable Crawford to post these payments as non-cash entries in CMS. Only those payments where written confirmation has been received will be posted.
- Fees for client access to our CMS system are included in the Annual Administrative fee quoted.
- Vehicle or Property appraisal services, if needed, will be performed as per Crawford & Company's National Vehicle or Property Appraisal Schedules. These fees are in addition to the claim handling fees quoted.
- Crawford shall defend, indemnify and hold harmless Client, and its agents, assigns and employees from and against any damages or injuries arising out of the negligence or willful misconduct of Crawford, its agents, assigns and employees.
- In return for Crawford's providing Client with its services, Client hereby agrees to defend, indemnify and hold harmless Crawford and its agents, assigns, and employees against and reimburse it for any fines or penalties that may be imposed in connection with Client's negligence or willful misconduct.
- Allocated expenses, which shall be in addition to the service fees quoted, are defined as expense items such as attorney's fees, commercial photographers' fees, experts' fees (i.e., engineering, physicians, chemists, etc.), fees for independent medical examinations, witnesses' travel expense, extraordinary travel expense incurred by Crawford & Company at the request of the client, court reporters' fees, any sales or similar taxes to which our services are subject under any existing or future tax laws, transcript fees, the cost of obtaining public records, witnesses fees, auto appraisal or property appraisal fees, extraordinary claim investigation requests, rehabilitation fees, subrogation handling, trial and hearing attendance, extraordinary photocopy expense, subrogation investigation, second injury fund third party contribution, social security and any other recovery or offset investigation or activity with respect to any claim, including arbitration, mediation litigation and any other activity (except for a first notice letter to the adverse party or entity), all outside expense items, and any other similar fee, cost or expense associated with the investigation, negotiation, settlement or defense of any claim. If performed by an outside vendor, the vendor's invoice will be submitted to Client for payment as an allocated expense.
- Flat Rate Claims – Billing: Flat Rate handling period is from date of accident or loss. Flat rate per claimant fees for newly reported assignments are billed monthly or at closure, whichever comes

first. Flat rate files that remain open into a new one or two year handling period are billed at the beginning of that handling period equal to the expiring flat rate plus CPI plus 1%. Flat rates exclude allocated expenses such as outside investigative, appraisals, extensive subrogation, or other ancillary services and field activities. These items are considered allocated expenses and will be handled according to the current rates (Limited Assignment Menu of Services, applicable fee schedule or T&E if no menu or fee schedule applies) in place at the time services are provided.

- Flat Rate pricing is from date of loss.
- Payment for services can be made to Crawford on a monthly basis at 1/12th of the total estimated claims management fee. Reconciliation to actual claim frequency will be prepared 12 months following the end of the contract period. Any credits or payments will be applied for at that time.
- As an alternative, claims may be billed monthly on an “as incurred” basis. The invoice would be based upon the actual number of claims reported during the billing month.
- Time and Expense Claims – Billing: Crawford will submit time and expense billings to Client when Claims are concluded. If any such time and expense Claim is not concluded within 45 days from the date such Claim is assigned, Crawford will submit an interim time and expense billing to Client for activity recorded on such Claim. Until assignment is concluded, Crawford will submit interim time and expense billing thereafter at 30 day intervals for subsequent activity recorded on such Claim. Any such Claim so interim billed shall continue to be handled by Crawford after such interim billing(s) on a time and expense basis at most current hourly rate and expense method of billing in effect at the time of such interim billing(s).
- Payment Terms and Conditions: Crawford’s established payment terms require invoices to be paid upon receipt in U.S. dollars. Remittance address for all Client payments is Crawford & Company, P.O. Box 404579, Atlanta, GA 30384-4579.
- We reserve the right to assess a service charge of 1.5% per month (18% per year) for all past due balances. In the event that the applicant's account is not paid according to terms and placed for collection; customer agrees to pay all collection agency fees, attorney fees and interest owed. Client agrees that non-payment of billed invoices according to payment terms constitutes a material breach, allowing Crawford the right to enforce termination of client specific agreements and active claim assignments.