

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") for professional services is entered into by and between the City of Lawrence, Indiana (the "City") with its office at 9001 E. 59th Street, Indianapolis, Indiana 46216 and Charles Taylor TPA, LLC., and its affiliates and subsidiaries, referred to herein as ("Charles Taylor" or "Contractor"), collectively referred to herein as Party or Parties.

1.0 SERVICES

Contractor shall provide services to the City as outlined in Attachment A to this Agreement, Scope of Services.

2.0 TERM

The term of this Agreement shall begin on July 1, 2025 and terminate on December 31, 2025 unless terminated earlier in accordance with this Agreement. A renewal or extension shall be only by written instrument signed by both the City and Contractor and attached hereto as an amendment. All other terms and conditions shall remain the same as set forth herein.

3.0 COMPENSATION

- (a) The cost to the City for Contractor services under this Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000.00). Contractor shall submit detailed invoices on a monthly basis with the appropriate documentation to validate expenses associated with any authorized reimbursements. Fees and rates for any services provided under this Agreement and any authorized reimbursable expenses shall be those set forth in Attachment B to this Agreement, Fees.
- (b) Contractor shall, as a condition precedent to this Agreement, provide an IRS Form W-9 to the City. Compensation will be directed to the entity and address indicated on the IRS Form W-9.
- (c) The City has the right to retain final payments if professional services were not rendered in accordance with this Agreement. The final invoice shall be delivered to the City no later than 45 days after termination of this Agreement. Contractor shall obtain and maintain proper permits and licenses to complete services.

4.0 INDEPENDENT CONTRACTOR

The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. Contractor is solely responsible for all taxes, and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate the City in any way except as otherwise provided in this Agreement.

5.0 FINANCIAL REPORTING

Contractor shall be responsible for all financial record keeping and reporting as well as for any state, federal or local income tax reporting and payment, and any other tax-related reporting and payment, pertaining to any and all income earned during the term of this

Agreement.

6.0 INSURANCE

Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain the types of insurance in the amounts listed below as will protect the City from claims that may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or its subcontractors or by anyone directly or indirectly employed by any of them or by anyone directly for whose acts any of them may be liable:

Type of Insurance	Minimum Required Coverage
Worker's Compensation Employer's Liability	Statutory (as defined by the Indiana Worker's Compensation Statute) \$1,000,000 each accident \$1,000,000 policy limit \$1,000,000 each employee
General Liability (including Contractual)	\$1,000,000 per Occurrence / \$2,000,000 in the aggregate (includes Property Damage/ Bodily Injury, Products – Completed Operations, Personal & Advertising Injury)
Automobile Liability (including owned & non-owned)	\$1,000,000 Combined Single Limit
Excess/Umbrella over General Liability, Employers Liability, Auto Liability	\$1,000,000
Cyber Insurance including Privacy Notification and Response Expenses	\$1,000,000 for general service providers; or \$5,000,000 for service providers that are considered technology vendors and/or Business Associates
Institution as Additional Insured	Contractor will add the City, its officers, agents and employees, as an additional insured under the commercial general and automobile liability policies.

7.0 MUTUAL INDEMNIFICATION & LIMITATION OF LIABILITY

The Parties agree to indemnify, defend, and hold harmless each other, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any negligent or wrongful act or omission or breach of any provision of this Agreement by the other Party or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

Such indemnity shall include attorney's fees and all costs and other expenses arising

therefrom or incurred in connection therewith and shall be limited to the amount of any insurance coverage required herein.

To the maximum extent permitted by law, each Party agrees to limit the other Party's liability for any and all damages (including, as an offset to such damages, all fees and charges for City's attorneys, and other professionals and all court or arbitration or other dispute resolution costs) to the sum of \$35,000 or the total amount of fees paid to Contractor under this agreement during the preceding six (6) months, whichever is greater. This limitation shall not apply to damages resulting from a Party's gross negligence, willful misconduct, or fraud.

8.0 NOTICE

Any notice or other correspondence required to be sent under this Agreement shall be sent to:

CONTRACTOR:	THE CITY:
General Counsel Charles Taylor TPA, LLC. legal@charlestaylor.com 301 Merrit 7, 2 nd Floor Norwalk, CT 06851	The City of Lawrence ATTN: Human Resources 9001 E. 59 th Street Indianapolis, IN 46216
With a copy to:	With a copy to:
Mr. Gregory Sisson Gregory.Sisson@charlestaylor.com 1700 Eastpoint Parkway, Suite 250 Louisville KY 40223	The City of Lawrence ATTN: Corporation Counsel 9001 E. 59 th Street Indianapolis, IN 46216

9.0 MODIFICATIONS

Any modification or revisions to this Agreement shall not be effective nor enforceable against the other party unless such modification or revision is in writing and signed by both the Mayor of the City and Contractor. In the event the services performed by Contractor are not acceptable to the City, Contractor shall honor the requests of the City to make changes to the services at no additional charge, so long as the scope of the services does not change.

10.0 NONDISCRIMINATION

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or

local law. Breach of this covenant may be regarded as a material breach of the Agreement.

11.0 DEBARMENT AND SUSPENSION

Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

12.0 FORCE MAJEURE

Neither party will be liable for failure or delay in performing its obligations under this Agreement if such failure or delay results from any act of God, act of war, civil unrest, labor strike, riot, fire, flood, earthquake, epidemic, act of governmental authorities, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence) ("Force Majeure"). If, due to Force Majeure, either party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then such party will give notice and complete details of such Force Majeure in writing to the other party within a reasonable time after occurrence of such Force Majeure. The contractual obligations of the party giving such notice will be suspended (a) while such party is unable to perform, but for no longer period and (b) only to the extent such party is unable to perform due to the reported Force Majeure. Furthermore, such party will endeavor to remove or overcome such inability to perform with all reasonable dispatch.

13.0 TERMINATION FOR CAUSE OR CONVENIENCE

(a) Termination for Cause.

If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or it refuses to perform disputed work or services as directed pending resolution of such dispute or otherwise violates or fails to perform any term covenant, or provision of this Agreement, the City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing provide that Contractor shall be given (1) not less than ten (10) calendar days' written notice of the City's intent to termination and (2) an opportunity for consultation with the City prior to termination. If the City terminates for cause, Contractor's compensation shall be subject to adjustment, which may include an adjustment to the extent of any additional costs incurred or reasonably foresee by the City to be incurred by reason of Contractor's default. In determining the amount of final payment to made to Contractor upon such termination, if any, no amount shall be allowed for anticipated profit on unperformed services or other work.

(b) Termination for Convenience

- (i) This Agreement may be terminated in whole or in part in writing by either Party for convenience provided that the Party gives (1) not less than thirty (30) calendar days' written notice of its intent to terminate; and (2) an

opportunity for consultation prior to termination. If the City terminates for the City's convenience, Contractor shall be compensated for services performed and expenses reasonably incurred up to the date of receipt of notice of termination.

- (ii) Upon receipt of notice of termination for cause or the City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise; (2) deliver or otherwise make available to the City all documents and information, or materials as may have been accumulated by Contractor in performing this Agreement, whether completed or in process; (3) promptly deliver to the City, upon the City's request, a closing report containing a brief description of any outstanding issues or matters pending at the time of termination, including any upcoming deadlines.
- (c) If, after termination for cause, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of the City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 13.0(b)(i).

14.0 TERMINATION FOR FAILURE OF FUNDING

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any times insufficient or not forthcoming through failure for any entity to appropriate funds or otherwise, the City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. The Contractor shall be reimbursed for all work and expenses performed and incurred through the date of termination for failure of funding.

15.0 APPLICABLE LAWS; FORUM

(a) Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964, and if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City and Contractor to determine whether the provisions of this Agreement required formal modification.

(b) This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable ordinances of the City. Suit, if any, shall be brought in the State of Indiana, County of Marion.

16.0 DISPUTES

Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and the City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the City or Contractor as a result of such failure to proceed shall be borne by the Contractor, and Contractor shall make no claim against the City for such costs. The City may withhold payments on disputed items pending resolution of the dispute.

17.0 ASSIGNMENT

The City and Contractor each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

18.0 COMPLIANCE WITH E-VERIFY PROGRAM

As required by IC §22-5-1.7, by signing this Agreement, Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. Contractor further agrees that Contractor shall enroll in and verify the work eligibility status of its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

19.0 SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement that can operate independently of such stricken provisions shall continue in force and effect.

20.0 QUALIFICATIONS AND LICENSURE

Contractor represents that the person or persons who will work under this Agreement possesses the training, skills, and experience necessary to provide the services described in Exhibit A, Scope of Services. Contractor shall ensure that all personnel who are performing services under this Agreement maintain any necessary, current, valid, and unrestricted licenses or certifications required to perform their duties in accordance with applicable laws and regulations.

21.0 MINORITY, WOMEN, DISABLED OR VETERAN-OWNED BUSINESS PARTICIPATION

The City seeks to utilize minority-owned business enterprises women-owned business enterprises, disabled-owned business enterprises, and veteran-owned business enterprises for public works projects, as well as procurement of goods and services. The City encourages its contractors to utilize minority, women, disabled or veteran-owned business enterprises as subcontractors in the performance of services under this Agreement, and to voluntarily report to the City the use of and dollar amount paid to these subcontractors.

22.0 ELECTRONIC SIGNATURES

The City and Contractor agree to signature both in counterparts and by email.

IN WITNESS THERETO, the parties have executed this Agreement.

CONTRACTOR

 GREG SISSON, Chief Claims Officer
Printed Name and Title

DATE: 8/19/2025

THE CITY OF LAWRENCE, INDIANA

Printed Name and Title

DATE: _____

ATTACHMENT A: SCOPE OF SERVICES

Charles Taylor TPA Duties:

During the term of this Agreement, Charles Taylor TPA shall provide the following services pertaining to the City's claims administration obligations:

- (a) Receive notice of and create a file on each reported claim and maintain each file for the City.
- (b) Investigate claims as required to determine their validity and compensability.
- (c) Determine proper benefits due on compensable claims.
- (d) In accordance with established payment procedures, make timely payment of benefits due out of the Claims Fund Account to be funded by the City.
- (e) Prepare documentation and assist in the defense of cases; represent the City at the appropriate governmental agencies of the involved state; to the extent legally permitted, represent the City at conferences; recommend legal counsel to the City's Corporation Counsel and supervise legal counsel selected by the City's Corporation Counsel.
- (f) Maintain and provide pertinent data on all claim payments.
- (g) Provide loss reports to the City.
- (h) Make timely written reports to the City's insurance carrier to comply with the reporting requirements of the City's insurance policy and provide the City with a copy of all such reports.
- (i) Advise the City in writing of major developments arising in the investigation, adjustment, and settlement of significant claims.
- (j) Seek the City's approval of any proposed lump sum settlement.
- (k) Make available to the City or its authorized representative all claim files subject to this Agreement for the purpose of audit or claim review at any time during normal business hours of Charles Taylor TPA, provided that forty-eight (48) hours advance notice of intent to conduct a claim audit or review is provided to Charles Taylor TPA.

City's Duties:

In addition to any other obligations set forth in this Agreement, the City agrees:

- (a) To promptly provide all claims information to Charles Taylor TPA.
- (b) To cooperate with Charles Taylor TPA and its representatives in the investigation and defense of claims.
- (c) To provide witnesses as reasonably required regarding the defense and investigation of any claims.
- (d) To render decisions concerning payment of claims, and on all matters relating thereto, on a timely basis.
- (e) To be solely responsible for providing sufficient funds required for payment of benefits, fees, and expenses.
- (f) To promptly deliver funds as required to carry out this Agreement as and when requested by Charles Taylor TPA.
- (g) To promptly notify Charles Taylor TPA of any changes in insurance carriers or deductible amounts.

ATTACHMENT B: FEES

This pricing proposal is based on the information provided. Charles Taylor TPA welcomes further discussions with City of Lawrence to understand its risk exposure so we can develop a tailored program designed to maximize efficiencies while reducing program costs.

Claims Fee: Annual Minimum and Service Deposit - \$23,500/annually

Claims Administration Fee Includes:

- Designated account management
- Claims Administration of all Auto and General Liability claims received during the contract period
- Annual administration fee
- Client access to real-time claims data via online portal
- Banking and treasury management
- Customized workflows and client service instructions
- Standard and ad-hoc reports
- Instant claimant messaging tools via text and email
- Reporting compliance to insurance carrier(s)
- Unlimited number of user access to client portal
- User training on client portal
- SOC II security of payments, procedures and systems
- Annual fee adjustment per Consumer Price Index to offset the increasing costs of salaries, benefits and overhead

Annual Tru Up: Year-end Tru Up audits will determine the actual number of claim types administered and the City shall pay Charles Taylor TPA any fee above that aid as a minimum deposit based on the following rates:

<u>Life of Contract – Claims Administration</u>	<u>Fee per Claim</u>
Auto/GL/BI Claims (40 claims included)	\$775 per Claim
Professional Liability Claims (2 claims included)	\$1,050 per Claim
Auto Property Damage Claims (10 claims included)	\$475 per Claim
Record Only (5 claims included)	\$40 per Claim

If the actual number of claim types is less than or equal to the number covered by the Annual Minimum and Service Deposit, no additional fee or refunds will be due.

The total additional amount payable by the City for the Annual Tru Up during the Term of this Agreement shall not exceed the compensation amount specified in Section 3.0(a) of this Agreement, unless an increase is expressly authorized in a written amendment executed by both Parties.

Note: Client and Claimant Portals are included at no additional cost.