

## EMPLOYER ADMINISTRATIVE SERVICES AGREEMENT

This Employer Administrative Services and Group Rating Plan Participation Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_, between (“Employer”) and V & A Risk Services, LLC., (“V&A”)

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

**A. CLAIMS MANAGEMENT ADMINISTRATION:** V&A will through the use of generally accepted actuarial risk and claims management procedures and policies assist in the control of the variable expense associated with workers’ compensation claims within the risk experience of the Employer for the term of this agreement. V&A will act as the exclusive claim and risk representative for Employer in connection to its Ohio workers’ compensation matters for the term of this agreement. In this regard, V&A will provide the following third-party claims management administrative services:

### 1. Proper and efficient Claim administration

- Administration and management of workers’ compensation claims.
- Review BWC First Report of Illness/Injury (FROI) claim applications for completeness and compliance with BWC and IC rules and regulations.
- Provide guidance on the certification and rejection of claims, motions for disability benefits, further allowance of claim, medical treatment and related claim matters.
- Provide claims management, in conjunction with the Employer’s selected Managed Care Organization (“MCO”),
- Advise Employer when it would be actuarially beneficial to accommodate restricted duty requests or pay wage continuation benefits in lieu of workers compensation benefits.
- Pursue handicap reimbursement, claims settlement and subrogation where appropriate.
- Coordinate representation of the Employer’s interests at Administrative hearings before the BWC and Industrial Commission of Ohio.

This agreement shall not include representation of the Employer regarding application for an additional award of compensation for alleged violations of specific safety requirements (V.S.S.R.), BWC payroll audit or any other matter that would constitute the practice of law.

### 2. Risk Technical Services

- Annually review Employer’s risk experience history as provided by the BWC and current and projected premium rates.
- Prepare an analysis of estimated Employer’s potential savings through various BWC Employer discount programs.
- Analyze BWC claim data and history for consideration of settlement, wage continuation and other options to minimize the financial/ actuarial impact of claims. Coordinate actuarial analysis with client and client’s retained legal counsel to assist in the settlement of claims and other litigated matters.
- Prepare special studies and reports designed to aid in workers’ compensation cost control for Employer.
- Retroactively audit the Employer’s merit rating experience, verify the adjusted annual rates, review the accuracy of reserves assigned to open and pending claims, verify the correct charging of awards, and file request for corrections where indicated.
- Analyze the feasibility of alternative methods of financing the Employer’s worker’s compensation obligation and assist in the processing of all information with the BWC necessary to obtain group-rating, retrospective-rating, self-insurance or any other available BWC funding or payment alternative.

**B. EMPLOYER OBLIGATION** Employer shall fully and promptly cooperate with V&A in its delivery of third-party administrative services by:

1. Notifying V&A of any material changes in the operation of the Employer, including, but not limited to, mergers, acquisition or significant adjustments to the employer’s payroll (such as an adjustment that results in changing the National Council on Compensation Insurance (“NCCI”) classifications under which the Employer was originally contracted with by V&A.) For purposes of this Agreement, “significant adjustments to the Employer’s payroll” shall be defined as a reduction or increase in reported payroll in excess of 10% from the initial reported payroll or any change in the occupational classifications utilized by the Employer over the term of this Agreement. Any change in payroll or reported classifications under this section shall be reported in writing to V&A no later than the six month payroll report is mandated to be filed with the BWC.
2. Provide V&A notice and results of any BWC audit including copies of all documents provided to the BWC auditor.
3. Provide V&A such other information in such form as is reasonably requested by V&A and otherwise reasonably cooperates with V&A in furtherance of its administration under this agreement.

4. Maintain timely payment of its workers' compensation premium, penalties and other assessments. Nothing contained in this agreement is intended or shall be construed to relieve Employer of such obligation. The Employer will notify V&A of any inability or failure to pay premium obligations within the BWC time frames.

### **C. ADMINISTRATIVE HEARINGS**

1. Employer authorizes V&A through this agreement to arrange for representation of its interests before the BWC or IC. Employer understands that V&A does not and cannot provide legal services as part of its contracted scope of services.
2. Employer hereby directs V&A to refer any claim matter that would constitute the practice of law to the Employer's retained counsel or other counsel referred by V&A. In such cases where V&A referred counsel attends the hearing, the Employer directs and V&A agrees to pay for legal services provided from the annual service fee paid by the Employer. No other legal service other than what is specifically provided herein will be payable by V&A. If legal services are to be provided the Employer will execute an IC R-1 representation card to be filed with the IC.
3. The Employer may retain its own legal counsel independent of any representation provided under this agreement by V&A. V&A will, upon written notice from the Employer, provide retained counsel timely notice of all hearings and all claim documents requested. The Employer shall be responsible to pay all fees related to this representation.

### **IV. EMPLOYER REPRESENTATIONS**

- A. **Employer Representations.** Employer represents and agrees that at the time of signing of this agreement and during the term of this agreement it has not in the previous four (4) rating years and shall not subsequently, enter into any employee leasing or payroll service arrangement or contract, written or unwritten, of any nature or extent with a registered or unregistered professional employer organization (PEO) as defined in the Ohio Administrative Code that would result in the creation of co-employment status for its employees with another legal entity or the creation of co-employment relationship with employees of another legal entity .
- B. **Prohibition of Change.** Employer understands that its application and acceptance into the Plan is based upon its current organizational structure. Employer herein represents and agrees that it has not and will not be involved in a reorganization acquisition, merger, or change of organizational structure in any manner (herein collectively referred to a "change") within the four (4) year period preceding this Agreement or during the Plan years covered by this Agreement. In the event Employer is contemplating a change, Employer shall give immediate written notice to the Plan Administrator, V&A, of the proposed or implemented change, so that the effect on the Plan may be determined.
- C. **Plan Indemnification** In the event any prior unreported or subsequent change in Employer's operations has a negative rating impact on the Plan, Employer agrees to indemnify and save harmless the Plan, its employer members and V&A from all losses, costs, expenses incurred by the Plan resulting from any change in which Employer may be involved.
- D. **Failure to Meet Requirements.** In the event it is determined by a court, BWC, other governmental agency, The Plan Administrator, or V&A that the Employer fails to meet the requirements for participation in the Plan, Employer shall notify the BWC that it will voluntarily withdraw from participation in the Plan, this Agreement shall automatically be terminated, and in the event of such termination, the Plan Administrator and V&A shall have no liability or contractual obligation to the Employer. It is specifically understood by the Employer that the final approval of the Plan Employer roster rests solely with the BWC and the BWC determination on submitted Plan rosters are not reported by the BWC to the Plan administrator until the June preceding the Plan Year.
- E. **Compliance.** Employer shall comply with all rules and regulations and policies established by the Plan Sponsor, the Plan Administrator, its authorized representative and all statutes of the state of Ohio and rules adopted by the Administrator of Workers' Compensation. Employer shall also comply with the Group Rating Minimum Safety Program Guidelines adopted by the BWC and any safety program and policies established by Plan Administrator.

### **V. ADMINISTRATION FEE**

- A. In consideration for the services provided hereunder, Employer agrees to remit to V&A a voucher acknowledging receipt and execution of this agreement with the Service Fee The billing for participation will be annual and the invoice will be immediately payable upon receipt.
- B. Employer acknowledges that V&A has calculated the initial Service Fee of \_\_\_\_\_ based upon the Employer's reported claim management and/or legal service activity from the immediately preceding twelve-month period prior to the beginning date of this contract. The parties specifically agree that if the Employer's claim and/or legal service activity significantly increases during each successive twelve month term of the contract, the Service Fee may be modified or amended in writing by V&A at the beginning of next successive twelve (12) month term. Any amendment that increases the financial obligations of the Employer will be effective only after notice thereof to the Employer.

**VI. LIABILITY OF V&A RISK SERVICES**

A.. V&A shall not be liable for any awards, damages, penalties, fines, specific performance obligations, costs, expenses or any other loss or obligation arising from or relating to any action brought against the Employer alleging (i.) any workers' compensation claim (ii) any claim for violation of a specific safety requirement (VSSR), (iii) any claim under Section 4123.90 of the Ohio Revised Code, (iv) any lawsuit for or based intentional tort, dual capacity or any other theory under which an employer is not immune under Section 4123.74 of the Ohio Revised Code or case law, (v.) any suit brought by a third party (vi) any enforcement action by any local, state, or federal agency.

**VII. INDEMNIFICATION**

A. The Employer shall indemnify and hold harmless V&A, and their successors, agents, assigns, affiliates and subsidiaries from and against and all claims, demands, suits, damages, losses, costs, expenses and fees (including attorneys' fees) arising out of or resulting from any workers' compensation claim made against Employer and any other claim, lawsuit or action described herein.

**VIII. GENERAL TERMS**

- A. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Ohio, the Ohio Administrative Code and the rules and regulations promulgated by the BWC or Industrial Commission of Ohio.
- B. Entire Agreement This Agreement sets forth the entire Agreement and understanding of the parties and supersedes any and all prior agreements and understandings relating to the subject matter of this Agreement. No representations, promises, inducements or statements of intention have been made by V&A or the Employer that are not embodied in this Agreement.
- C. Amendment. This Agreement may be modified or amended in writing by V&A or the Employer; provided, however, that any amendment that increases the obligations of either party will be effective only after notice thereof to the other party.
- D. Binding Effect. This Agreement shall be binding upon and inure to the benefit of V&A and the Employer and their respective successors and permitted assigns.
- E. Assignment. Neither this Agreement nor any rights or obligations of the Employer hereunder shall be assigned by the Employer without the prior written consent of V&A. No other person or persons shall have any right of action based on this Agreement.
- F. Relationship. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency relationship or an other relationship other than as expressly provided herein.
- G. Accuracy of Information. V&A has no obligation to verify the accuracy of any information contained in the Employer's group rating enrollment form, payroll reports or other data submitted to V&A or any third party that has contracted to provide services for the Employer.

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ by  
Year City State

\_\_\_\_\_  
**Employer Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



\_\_\_\_\_  
**Vice President**

**Deborah B. Sandusky**

**Title**

**Date**

**V&A Risk Services, LLC**

Policy # 1

Study ID 101