

ORDINANCE NO.	<u>2024- 25</u>	FIRST READING	<u>March 25, 2024</u>
		SECOND READING	<u>WAIVED</u>
INTRODUCED BY:	<u>ROTH CAVANAGH</u>	THIRD READING	<u>WAIVED</u>

ORDINANCE APPROVING THE RENEWAL OF THE WORKERS' COMPENSATION SERVICE AGENCY AGREEMENT BETWEEN THE VILLAGE OF SOUTH RUSSELL AND SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. IN THE AMOUNT OF \$440 FOR THE SERVICES FOR THE ANNUAL CONTRACT PERIOD BEGINNING JULY 1, 2024 FOR THE OHIO WORKERS' COMPENSATION GROUP RATING PROGRAM AND POLICY YEAR FOR GROUP RATING ENROLLMENT FOR JANUARY 1, 2025 TO DECEMBER 1, 2025, AUTHORIZING THE MAYOR AND FISCAL OFFICER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to renew the Workers' Compensation Service Agency Agreement ("Agreement") between the Village of South Russell and Sedgwick Claims Management Services, Inc. ("Sedgwick") in the amount of \$440 for Sedgwick's services for the annual contract period beginning July 1, 2024 for the Ohio Workers' Compensation Group Rating Program and Policy Year for Group Rating Enrollment for January 1, 2025 to December 1, 2025.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Agreement between the Village of South Russell and Sedgwick Claims Management Services, Inc., attached hereto and incorporated herein by reference as Attachment A, renewing the annual contract period beginning July 1, 2024 for Sedgwick's services for the Ohio Workers' Compensation Group Rating Program and Policy Year for Group Rating Enrollment for January 1, 2025 through December 31, 2025 in the amount of \$440, is hereby approved.

SECTION 2. The Mayor and Fiscal Officer are hereby authorized to execute the Agreement on behalf of the Village and are authorized to take all necessary and other action in accordance with Agreement.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the Agreement not to lapse; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this

Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

Michael E. Bate
Mayor - President of Council, ~~CEO~~ TEA

ATTEST:

Danielle Romanowski
Fiscal Officer

I certify that Ordinance No. 2024-25 was duly enacted on the 25TH day of MARCH, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski
Fiscal Officer



RENEWAL INVOICE

EXHIBIT A

Bill To:

DANIELLE RMANOWSKI
SOUTH RUSSELL VILLAGE
5205 CHILLICOTHE RD
SOUTH RUSSELL, OH 44022-4334

Policy Number	Invoice Date
32810703	March 8, 2024
Invoice Number	Payment Due Date
1486058	UPON RECEIPT
Group Number	
30001	
Rating Year	Annual Fee
2025	\$ 440

Ohio Workers' Compensation Group Rating Program

The enrollment fee of \$ 440 includes:

- Services for the annual contract period beginning 7/1/2024
- Policy Year: Group Rating enrollment for January 1, 2025 to December 31, 2025

To enroll:

- Pay online at www.sedgwick.com/ohiotpa/enroll or
- Sign and return invoice with remittance
 - Email to ohio.group@sedgwick.com or mail to:

Sedgwick
PO Box 89456
Cleveland OH 441014-6456
 - Include check made out to Sedgwick or complete credit card portion of this invoice.

Credit card number:	
Amount to be charged: \$ 440	Expiration date:
Print name as it appears on card:	
Authorized Signature:	

By returning this invoice or by remittance of the service fee, Client acknowledges and accepts all terms and conditions of the workers' compensation service agreement. Said agreement is hereby incorporated by reference herein (<https://viaoneohio.sedgwick.com/Rating/2025PEgroupcontract.pdf> password: group2025).

This invoice is for Sedgwick's workers' compensation third party administration services pursuant to a service agreement between your company and Sedgwick. Client acknowledges that payment of this invoice does not constitute or guarantee enrollment in any workers' compensation discount/alternative rating program.

X Danielle Romanowski DANIELLE ROMANOWSKI FISCAL OFFICER 3.25.24
Signature Printed Name Title Date

fiscalofficer@southerussell.com 440 338 6700
Email Address Phone number

Questions?

Contact Brittany Harris at 614-526-7231 or
Brittany.Harris@sedgwick.com

If your organization has merged with or acquired another company in the last year or plans to up through the policy year noted above, initial here and contact our office immediately to review your options.

If a W-9 is needed visit <https://viaoneohio.sedgwick.com/Rating/SedgwickW9.pdf>

Invoice #: 1486058

Ohio Municipal League, group #30001 (2025) GRC-M
Villages / policy #32810703

This Agreement is entered into between the employer specified on Exhibit A attached hereto and made a part of this Agreement ("Client") and Sedgwick Claims Management Services, Inc. ("SEDGWICK").

Client has insured its employees for workers' compensation coverage as demanded by any and all federal or state statute(s). The administrator of Client's plan(s) requires the services of an organization to process and analyze the claims filed on behalf of its employees. Sedgwick administers and processes claims on behalf of employers subject to workers' compensation requirements within the Ohio statute(s). Client desires to have Sedgwick administer, process and analyze the claims submitted against its workers' compensation risk, and Sedgwick is agreeable to providing such services.

STATEMENT OF AGREEMENT

Now, therefore, it is agreed as follows:

1 AUTHORIZED REPRESENTATIVE

- 1.1 Client hereby grants to Sedgwick on its behalf the necessary authority to execute action on any documents which may be required in order to carry out the obligations of this Agreement. Sedgwick shall use reasonable efforts (as defined by Sedgwick) to consult with Client regarding matters which require a Client decision. In the event Sedgwick is unable to reach Client, Client agrees to hold Sedgwick harmless concerning any actions taken in such circumstances.
- 1.2 Client reserves the right to engage the services of an attorney, at Client's sole expense, for claims-related matters in which such representation would be appropriate.

2 INDEPENDENT CONTRACTOR. In performing services pursuant to this Agreement, Sedgwick shall be acting as an Independent Contractor of Client, and not as an employee or agent of Client.

3 SERVICES. In administering and processing claims submitted under this plan, Sedgwick shall provide the following Standard Services for claims that are within the Client's experience period, as defined by the Ohio Bureau of Workers' Compensation, or are within the ten (10) year evaluation period if the Client has participated under an individual retrospective rating plan:

- 3.1 Record all relevant claim information received from Client and forward all correspondence to the appropriate agency for processing.
- 3.2 Confer with Client's designated representative(s) in those cases where a dispute occurs, and, when appropriate, contact the claimant, medical provider(s), and/or state agency.
- 3.3 Analyze, on an individual claim basis, claims to determine if rehabilitation intervention is appropriate. Any cost relating to such intervention must be pre-authorized by Client, and shall be Client's responsibility.
- 3.4 Consult with Client when the period of disability for any injury/disease claim exceeds that which, in Sedgwick's experience, would be expected.
- 3.5 Upon authorization by Client, arrange for an employer or independent medical examination of claimant(s). The cost of such examination shall be the responsibility of Client.
- 3.6 Upon notification of a scheduled administrative hearing, arrange for a qualified representative to attend on behalf of Client as permitted by law, or notify Client that representation is not deemed necessary, and arrange for witness attendance, as necessary.
- 3.7 Review claims and request corrections in those cases where overpayments or incorrect reserves have been established.
- 3.8 Review appropriate claims to determine if "handicap refund," "second injury fund," or other cost relief is due Client resulting from a pre-existing condition or injury.
- 3.9 Maintain, within its offices, such records as are necessary to verify Client's assigned rate(s), including, but not limited to data processing files, individual claim records, payroll records, policy records, and manual assignments.
- 3.10 Conduct an annual review of Client's policy for possible participation in available Ohio Bureau of Workers' Compensation ("OBWC") programs, and report to Client regarding eligibility for recommended programs. If Client qualifies for participation in one or more discount/alternative rating programs, and elects to enroll in said program(s), Client must comply with all statutes and regulations of the State of Ohio, whether currently in force or enacted in the future, and must meet all requirements for participation in the program(s). Client accepts sole responsibility for understanding and complying with these rules, regulations and requirements.
- 3.11 Upon request, survey Client's operations and make recommendations to improve procedures relative to injury investigations, personnel training and claim processing policies as they relate to workers' compensation.
- 3.12 Report to Client, through personal contact or special bulletins, any changes in procedures produced by legislative or administrative revisions, as deemed necessary.
- 3.13 Upon request, meet with Client to review and discuss the past, current, and future workers' compensation rate assignments and all relevant account activity.
- 3.14 Other services listed in Exhibit B incorporated herein or Addenda agreed to and signed by both parties. If, and only if, Client is enrolled and accepted into an OBWC group rating or group retrospective rating program, Sedgwick shall provide services in the attached Exhibit B corresponding to that program.

4 REPORTS. For the purpose of continued Client awareness of the status of claims and the overall condition of the policy, upon request, Sedgwick shall provide standard reports pertaining to the policy and/or claims.

5 LOSS PREVENTION. For the purpose of initial and continuing improvement in the cost effectiveness of Client's workers' compensation plan, the following services are offered:

- 5.1 Upon request, Sedgwick shall conduct a basic review of Client's internal procedures to evaluate accident control requirements and recommend appropriate changes to enhance the current safety program. Any service requested beyond basic consultation and recommendations will be considered Non-Standard Services (see Section 10 below) and may incur additional fees.
- 5.2 Upon request, and in cooperation with Client's Managed Care Organization, Sedgwick shall assist in the development of a consistent program to ensure the quality control aspects of medical treatment for the injured employee, and to ensure the full disclosure of medical facts for the determination of compensability.
- 5.3 Upon request, Sedgwick shall provide telephonic consultation with respect to Accident Prevention, Safety Practices, Specific Code Requirements, and other matters relating to workers' compensation in order to assist Client in the reduction of work-related injuries and diseases.

6 PREMIUMS. Client is solely responsible for any assessments of premiums owed to OBWC, including additional monies owed by Client due to rate changes or rating program/discount program assessments calculated by OBWC.

7 TERM. The initial term of this Agreement shall be for one year commencing on the date outlined in Exhibit A attached hereto and incorporated herein, and shall automatically renew itself from year to year unless written notification to the contrary is given by either party thirty (30) days prior to the current expiration date.

8 PAYMENT FOR SERVICES.

- 8.1 Client shall pay to Sedgwick for Standard Services, Reporting Services, Loss Prevention Services and Sedgwick's other obligations under this Agreement an annual Service Fee as defined on Exhibit A. The service fees on each renewal and extension of this Agreement may be increased on an annual basis, over the service fees for the preceding year as determined by Sedgwick.

- 8.2 In the event of an increase of more than twenty percent (20%) in either claims activity or reported payroll/premium, the annual fee may be subject to further adjustment at any time, with the consent of both parties.
- 8.3 Client shall pay all invoices (charges billed in advance) within thirty (30) days of receipt of such invoice.
- 8.4 Payment of Client's Service Fee or remittance of other required documents specified in Section 9 of this Agreement constitutes Client's acknowledgement and acceptance of all of the terms and conditions of this Agreement. Payment of Client's Service Fee for any succeeding automatic renewal term and remittance of other documents as specified in Section 9 of this Agreement constitutes Client's continuing acknowledgement and acceptance of all of the terms and conditions of this Agreement during that renewal period.
- 8.5 Service fees are not refundable.
- 9 REQUIRED DOCUMENTS.**
- 9.1 Service provision will depend on Sedgwick receiving the necessary documents from Client. This includes, but is not necessarily limited to, the completion and submission of the following documents: (1) a signed copy of the service invoice ("*Invoice*"), (2) an AC-2 Permanent Letter of Authorization, and (3) the Service Fee.
- 9.2 Client understands and agrees that failure to execute and provide the necessary documents to Sedgwick may nullify and void the terms of the Agreement in its entirety, at the sole discretion of Sedgwick.
- 10 NON-STANDARD SERVICES.** Non-standard services shall include any service not described above. Non-standard services may be requested by Client, and Sedgwick shall promptly thereafter advise whether or not Sedgwick is able and desirous of providing such service and the fee required therefor.
- 11 CONFIDENTIALITY/NON-SOLICITATION.**
- 11.1 All statistical, financial and personnel data relating to Client and any of its employees provided to Sedgwick by Client, or any employee thereof, pursuant to this Agreement is confidential, and Sedgwick and its employees shall keep such information in the strictest confidence except to the extent necessary to perform the services to be rendered hereunder. Notwithstanding the foregoing, Client agrees to permit Sedgwick to compile and disseminate aggregate, de-identified information for benchmarking purposes or forward to a data collection facility data for claims administered, processed, and analyzed pursuant to this Agreement, provided that such facility agrees in writing to keep Client's data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein. To the extent permitted under the applicable law, Client shall maintain the confidentiality of all data related to Sedgwick's services or Sedgwick and any other confidential and proprietary information of Sedgwick in any form and Client shall limit any disclosures to only those individuals who have a need to know and who agree to maintain the confidentiality in accordance with this section.
- 11.2 The parties agree that they will not employ any person employed by the other during the term of this Agreement and for a period of one (1) year following its termination, without the prior consent of the other party, except in instances in which this provision is otherwise overridden by Ohio law. Notwithstanding the foregoing, this Section shall not preclude either party from hiring any person employed by the other party where such person independently responds to an employment opportunity transmitted by the other party to the general public (such as newspaper, magazine, broadcast, Internet, or employment agencies).
- 12 LIABILITY.**
- 12.1 Client agrees that Sedgwick, and its respective directors, employees, agents, affiliates, subsidiaries, and successors and assigns shall not be liable for any awards, lawsuit damages, penalties, specific performance obligations, costs, expenses, or any other losses or obligations of any kind related to Client's workers' compensation claims or coverage.
- 12.2 Sedgwick shall have no liability under this Agreement except for its actions constituting willful misconduct or gross negligence, in which case Sedgwick's liability shall be limited to the annual fee then in effect under this Agreement.
- 13 WAIVER.** The failure of any party to this Agreement to object to, or take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof or of any future breach or subsequent wrongful conduct.
- 14 PENALTIES.** All penalties or fines assessed by any federal, state or local regulator shall be paid by the party responsible for the assessment of the penalty or fine.
- 15 NOTICES.** All notices and communications hereunder shall be addressed to Client and Sedgwick at their current respective addresses, or to such other addresses as either party may instruct in writing.
- 16 PRACTICE OF LAW.** Sedgwick shall not provide any services to Client which may be construed as the practice of law.
- 17 APPLICABLE LAW AND BINDING EFFECT.** This Agreement shall be governed by the laws of the State of Ohio, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and may not be changed orally but only in writing signed by the parties. Client may not assign this Agreement without the prior written consent of Sedgwick. The parties to this Agreement hereby designate the Court of Common Pleas of Franklin County, Ohio, as a court of proper jurisdiction and venue of and for any and all actions and proceedings relating to this Agreement; hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in the Court of Common Pleas of Franklin County, Ohio.
- 18 MISCELLANEOUS.** Client acknowledges and agrees that no representations or warranties were made by Sedgwick to induce Client to enter into this Agreement, except for those representations and warranties contained in this Agreement. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument. Nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any other party.
- 19 ENTIRE AGREEMENT.** This Agreement, including the attached Exhibits, constitutes the entire understanding between the parties concerning its subject matter. All prior negotiations and agreements of the parties with respect to any of the duties and obligations set forth in this Agreement are merged into this Agreement.

For Sedgwick Claims Management Services, Inc.

By



Title: Sr. Vice President

EXHIBIT B – Workers’ Compensation Group Programs

This Exhibit, attached to and made a part of the foregoing Agreement, is applicable if and only if Client is enrolled in either a **workers’ compensation group rating program (“Group Rating Program”)** or **group retrospective rating program (“Group Retro Program”)** or herein collectively referred to as **“Program”** for any policy year during the term of this Agreement, including any renewals and extensions. Applicability of this Exhibit may be for non-consecutive periods of Program participation.

OBLIGATIONS OF CLIENT. During any term of this Agreement when Client is enrolled in a Sedgwick-administered Program, Client shall comply with all of the terms and conditions set forth below, and all policies, protocols, acceptance criteria, accident prevention, safety and claims management programs, and rules and regulations of the Program.

1. **REQUIRED PARTICIPATION DOCUMENTS.** Client should refer to the Program invitation for confirmation of the documents necessary to participate and to identify the sponsoring organization offering the Program selected by Client. The parties acknowledge that documents necessary for the Program may change from year to year. Client understands and agrees that failure to execute and provide the necessary documents to Sedgwick may result, at the sole discretion of the sponsoring organization or Sedgwick, in Client not being enrolled in the Program.
2. **PROGRAM PARTICIPATION.** Client understands that participation requirements of the Program are solely determined by the sponsoring organization, with consultations from its advisors including, but not limited to, Sedgwick. While it is the intention of the Program to accept and retain as many applicants as possible, acceptance is contingent upon a final review by Sedgwick and compliance by Client and other participating members with the group rules and regulations of OBWC and the requirements of the Program and this Agreement. *The sponsoring organization or Sedgwick, at its discretion, may rescind the Program invitation by giving Client notice before the filing of the Program application with OBWC.* Client acknowledges that it shall have no right to continued participation in any successor group formed for any period after the initial policy year of participation. Such continued participation shall be determined on a case-by-case basis by Sedgwick in its sole discretion in consultation with the sponsoring organization.

Client further acknowledges that OBWC, the Program’s sponsoring organization or Sedgwick may from time to time promulgate new rules and regulations for the Program. Client represents, warrants and covenants that it is in compliance with the current policy year’s participation requirements specified by the sponsoring organization/Sedgwick and OBWC. A list of the current Program requirements may be obtained by contacting Sedgwick in writing to request.

3. CLIENT DISCLOSURE; PROHIBITED PRACTICES

- 3.1 Client acknowledges that, as part of the enrollment process, it has made representations to Sedgwick regarding its past and present status as a Professional Employer Organization or Employment Leasing Operation. Further, Client has fully disclosed and will continue to update Sedgwick as to any past merger, acquisition, reorganization, consolidation or any other business activity that involves the potential combination by OBWC of Client with other workers’ compensation risk accounts. Client understands that this information has been sought to permit Sedgwick to evaluate the potential impact that successorship and resulting risk combination by OBWC could have upon the Program. Client agrees that its application and acceptance into the Program are based upon its represented operating structure and resulting OBWC claim history at the time of application and enrollment.
- 3.2 Client does not currently operate, and does not intend to change its operations to perform, as either a Professional Employer Organization or Employment Leasing Operation, and has not, prior to this Agreement, leased its employment force from a leasing company. Client agrees that, during the term of this Agreement, it will not change from the current business structure to operating as a Professional Employer Organization or Employment Leasing Operation as defined by OBWC.

- 3.3 Client agrees that, during the term of this Agreement, it will not be involved in a merger, acquisition, reorganization, consolidation, or any other activity that will result in a finding by OBWC that Client is a succeeding employer, with negative financial impact on the Program. Client agrees to give written notice to Sedgwick ninety (90) days in advance of any such action so that a determination may be made as to the effect on the Program.
- 3.4 Client agrees that it will be liable for and pay to a fund held by Sedgwick, or its designee, an amount equal to any additional premiums imposed by OBWC on the Program and/or other participating members, for any Program year, due to a successorship imposed by OBWC on Client. This fund will be distributed on an equitable basis to other participating members that paid additional premiums to OBWC for the policy period. Client further agrees to indemnify and hold harmless the Program, other participating members, the sponsoring organization, Sedgwick, and their members, directors, agents, agencies, assigns, affiliates, and/or subsidiaries from all liability arising from its action, including all losses, costs and expenses.
- 3.5 Client further recognizes that any false representation or failure to disclose material information regarding employee leasing or any business activity listed in this section will result in an obligation to indemnify Sedgwick, the Program and/or other participating members for the negative rating or financial impact of any successorship imposed by OBWC on Client. Furthermore, in such case, Sedgwick shall seek, and Client shall consent, to have Client removed from the Program.
- 3.6 This section shall survive the termination of the Agreement and/or termination of Client's participation in the Program at the conclusion of any policy year.

4. GROUP SAVINGS (Client can only be enrolled in one of the following programs as designated in Exhibit A).

Client understands the Group Rating Program savings must be estimated in advanced of the policy period and is based upon the most recent policy period data. Actual outcomes will vary depending upon multiple factors.

Client understands the Group Retro Program savings must be estimated in advance of the policy period. Actual group refunds/assessments will be dependent on the performance of the entire group at the conclusion of any policy period.

5. FAILURE TO MEET PROGRAM QUALIFICATIONS. In the event that it is determined by a court, a governmental agency, or Sedgwick that the Program fails to meet the requirements for group plans or that Client fails to meet the requirements (whether under Ohio law or the standards of Sedgwick or the sponsoring organization) for participation in the Program ("Exclusion"), the provisions of this Exhibit are not applicable as they pertain to participation in the Program. Neither Sedgwick nor the sponsoring organization shall have any liability to Client for any losses or damages arising from or relating to such Exclusion.

6. LIABILITY.

- 6.1 Client understands and agrees that the sponsoring organization is acting only as the group sponsor for the Program and, as such, shall have no liability whatsoever under this Agreement.
- 6.2 Client agrees that the sponsoring organization, other Program participating members, Sedgwick, and their respective members, directors, employees, agents, affiliates, subsidiaries, and successors and assigns shall not be liable for any awards, lawsuit damages, penalties, specific performance obligations, costs, expenses, or any other losses or obligations of any kind related to Client's worker's compensation claims or coverage.