



BOARD OF TRUSTEES MEETING

Monday, March 20, 2023 at 4:00 p.m.

Please silence cell phones and electronics.

Zoom Meeting is available as a courtesy for viewing the meeting.

MEETING INFORMATION:

The public may dial in or download the Zoom meeting app to access the Board of Trustees meeting with the following credentials:

Meeting ID: 916 3176 7285

Phone: +1 929 205 6099

Password: 059138

CALL TO ORDER

PLEDGE OF ALLEGIANCE

WELCOME

The purpose of this meeting is to conduct the business of Bath Township. At the end of the meeting there will be time for citizen comment.

APPOINTMENT OF FISCAL OFFICER PRO TEMPORE

APPROVAL OF AGENDA

FISCAL OFFICER GREGORY R. THEWES

Report / Recommendations

1. Recommendation to approve payments totaling \$ 158,105.65 and Purchase Orders 2023-00379 to 2023-00421. **Roll Call.**
2. Resolution 2023-07 Approving Permanent Appropriations **Roll Call**
3. Correspondence log available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

POLICE CHIEF VITO F. SINOPOLI

Report / Recommendations

1. Recommendation to enter into an agreement with Getac as the vendor for the body worn cameras and dash cameras for the Bath Township Police Department. The body worn cameras will be purchased in the amount not to exceed \$44, 436 with 100% reimbursement from a grant from the Ohio Criminal Justice Services (OCJS). The dash cameras will be purchased at a cost not to exceed \$48,608 with a private donation of \$25,000 covering a substantial portion of the cost.
2. Recommendation to post internally for the position of patrol sergeant on April 3, 2023.
3. Recommendation to enter into an agreement with Hall Public Safety Upfitters to purchase and install accessory equipment for two 2023 Ford Explorers marked patrol units at a cost not to exceed \$29,500.00. Anticipated delivery of the vehicles is November 2023.

FIRE CHIEF ROBERT CAMPBELL

Report / Recommendations

1. Recommendation to post internally for the position of Assistant Fire Chief on April 7, 2023.

SERVICE DIRECTOR CAINE COLLINS

Report / Recommendations

1. Recommendation to enter into a 3-year rental agreement with Cintas for uniform services.
2. Recommendation to contract with Four Points Architectural Services, for preliminary architectural schematic design and cost estimate for the Service Building expansion project, at a cost not to exceed \$6,750.00.

PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR ALAN GARNER

Report / Recommendations

1. Recommendation to enter into an agreement with Davey Resource Group, in the amount of \$25,343.00, for the 2023 invasive species management control at the Bath Nature Preserve. The areas to be treated include the Garden Bowl, Moore's Chapel, and the Bath Creek wetlands.
2. Recommendation to enter into an agreement with Frost Tile and Marble, in the amount of \$12,150.00, for the bathroom renovation project at 1581 Hickory Farm Lane.
3. Recommendation to enter into an agreement with Miller Roofing & Exteriors, in the amount of \$10,000.00, to install a new roof and gutters at 1581 Hickory Farm Lane.

PLANNING DIRECTOR / ZONING INSPECTOR WILLIAM FUNK

Report / Recommendations

ADMINISTRATOR VITO F. SINOPOLI

Report / Recommendations

1. Recommendation to enter into contract with Sedgwick, Bath Township's Managed Care Organization (MCO) for Bureau of Worker's Compensation claims, and payment for services 1/1/2024-12/31/2024 in the amount of \$6845.00.
2. Resolution 2023-08 Supporting the Summit County Engineer's Request for Funding for replacement of the High -Level Bridge Connecting Akron and Cuyahoga Falls. **Roll Call**

TRUSTEES ELAINA GOODRICH, SHARON TROIKE, AND SEAN GAFFNEY

FUTURE TOWNSHIP MEETINGS AND COMMUNITY EVENTS

*A full list of events and meetings is posted to www.bathtownship.org and updated weekly.

CITIZEN'S COMMENTS

Citizens must be recognized by the President of the Board of Trustees prior to speaking.

Citizens will identify themselves by name and address. Citizens' comments will be limited to 5 minutes each.

Citizens' comments must be addressed to the Board.

A citizen is called out of order twice. He or she will then be asked to leave.

COMMUNITY UPDATES

ITEMS OF INTEREST

THANK YOU FOR ATTENDING / ADJOURNMENT

**BATH TOWNSHIP BOARD OF TRUSTEES
CORRESPONDENCE LOG**

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
3/7/23	Progressive Insurance	Notice of non-coverage for damage to Summit County speed limit sign as the result of an MVA- 2108 N. Medina Line Rd.	Trustees
3/8/23	Amanda Pry	Thank you to Administrator for Bath Country Journal Article	Trustees
			Trustees
			Trustees
			Trustees
			Trustees
			Trustees
			Trustees
			Trustees
			Trustees
			Trustees
			Trustees
			Trustees

BATH TOWNSHIP BOARD AND COMMITTEE LOGS

None at this time.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 20th DAY OF MARCH, 2023 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 4:00 P.M. IN THE TRUSTEE MEETING ROOM AT 3864 W. BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ introduced the following resolution and moved its adoption:

**RESOLUTION 2023-07
TO ADOPT THE 2023 PERMANENT APPROPRIATIONS FOR
BATH TOWNSHIP, SUMMIT COUNTY**

WHEREAS, after careful review of the budget submitted to the Summit County Budget Commission July 2022, the Department Heads and Township Administrator under Ohio Revised Code 505.032 (F) have developed permanent appropriations to operate the Township; and,

WHEREAS, the Fiscal Officer has reviewed the budget and certified that the expenditures are inside the current Official Certificate of Resources; and,

WHEREAS, under O.R.C. 5705.38(C) the minimum level of budgetary control must be specified, the legal level of control for Bath Township has been established at the personal services and other object level within each department for the General Fund and at the personal services and other object level for all other funds.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of Bath Township, County of Summit, State of Ohio, that to provide for the current expenses and other expenditures of said Board of Trustees during the fiscal year ending December 31, 2023, the attached document identified as the 2023 Township of Bath Permanent Appropriations, dated March 20, 2023 are the sums hereby set aside and appropriated for purposes of general government for which expenditures are to be considered during fiscal year 2023 in the amount of \$16,381,253.76 and,

FURTHER that these Permanent Appropriations be submitted to the County of Summit Budget Commission prior to April 1, 2023.

FURTHER, that said money is appropriated as allowed by law.

Mrs. Goodrich seconded the resolution and discussion was held.

The Fiscal Officer called the Roll:

Mr. Gaffney, **aye**
Mrs. Goodrich, **aye**
Mrs. Troike, **aye**

Resolution Adopted

Gregory R. Thewes
Fiscal Officer

Sharon A. Troike, President
Bath Township Board of Trustees

Sean F. Gaffney, Vice President
Bath Township Board of Trustees

Date: March 20, 2023

Elaina E. Goodrich, Trustee
Bath Township Board of Trustees

This Resolution is a true and correct excerpt from the Minutes of the Board of Township Trustees and is recorded in the Bath Township Board of Trustees' *Record of Proceedings* dated March 20, 2023.

Chief of Police Report
March 20, 2023

Recommendations:

Recommendation to enter into an agreement with Getac as the vendor for the body worn cameras and dash cameras for the Bath Township Police Department. The body worn cameras will be purchased in the amount not to exceed \$44,436 with 100% reimbursement from a grant from the Ohio Criminal Justice Services (OCJS). The dash cameras will be purchased at a cost not to exceed \$48,608 with a private donation of \$25,000 covering a substantial portion of the cost.

Recommendation to post internally for the position of patrol sergeant April 3, 2023.

Recommendation to enter into an agreement with Hall Public Safety Upfitters to purchase and install accessory equipment for two 2023 Ford Explorers marked patrol units at a cost not to exceed \$29,500.00. Anticipated delivery of the vehicles is in November 2023.

March 20, 2023

To: Bath Township Trustees – Sean Gaffney, Elaina Goodrich and Sharon Troike
Bath Administrator - Vito Sinopoli
Fiscal Officer – Gregory Thewes

Fire Department

Robert Campbell, Fire Chief

Recommendations:

Recommendation to post internally for Assistant Chief on April 7, 2023.

SERVICE DIRECTOR Caine Collins

AGENDA FOR THE 3-20-2023 MEETING

Buildings and Grounds:

Historic Town Hall: No new business to report.
Bath Center Building: No new business to report.
Ira Road Facilities: No new business to report.
Service Building: No new business to report.

Roads:

No new business to report.

Cemeteries:

No new business to report.

Recommendations by the Service Director:

1. Recommendation to enter into a 3-year rental agreement with Cintas for uniform services.
2. Recommendation to contract with Four Points Architectural Services, for preliminary architectural schematic design and cost estimate for the Service Building expansion project, at a cost not to exceed \$6,750.00.

PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR Alan Garner
AGENDA FOR THE TRUSTEE MEETING 3/20/2023

General Park Information

No new business to report.

Bath Baseball Park

No new business to report.

Bath Community Park

No new business to report.

Bath Hill Park

No new business to report.

Bath Nature Preserve

No new business to report.

North Fork Preserve of Bath

No new business to report.

Recommendations by the Park Director

1. Recommendation to enter into an agreement with Davey Resource Group, in the amount of \$25,343.00, for the 2023 invasive species management control at the Bath Nature Preserve. The areas to be treated include the Garden Bowl, Moore's Chapel, and the Bath Creek wetlands.
2. Recommendation to enter into an agreement with Frost Tile and Marble, in the amount of \$12,150.00, for the bathroom renovation project at 1581 Hickory Farm Lane.
3. Recommendation to enter into an agreement with Miller Roofing & Exteriors, in the amount of \$10,000.00, to install a new roof and gutters at 1581 Hickory Farm Lane.



To: Board of Trustees, Fiscal Officer, Administrator, Executive Assistant
From: William Funk Planning Director/Zoning Inspector
Date: March 20, 2023
Re: Zoning Report

RECOMMENDATIONS

1. None



To: Board of Trustees
From: Vito F. Sinopoli, Township Administrator
Date: March 20, 2023
Re: Administrator's Report – 3/20/23

REPORT:

Project Pride

Community members are invited to participate in the annual roadside clean-up event, known as Project Pride, on Saturday, April 22, 2023. Rain or shine, the event will begin at 9:00 a.m. and conclude at noon. Volunteers are asked to meet at Revere High School, 3420 Everett Road, Richfield, Ohio 44286, to check-in, pick up instructions, receive road assignments and gather safety supplies.

RECOMMENDATIONS:

1. Recommendation to enter into contract with Sedgwick, Bath Township's Managed Care Organization (MCO) for Bureau of Worker's Compensation claims, and payment for services 1/1/2024-12/31/2024 in the amount of \$6845.00.
2. Resolution 2023-08 Supporting the Summit County Engineer's application for federal infrastructure grant funds to replace the high-level bridge connecting the communities of Akron and Cuyahoga Falls.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 20th DAY OF MARCH, 2023, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 4:00 P.M. IN THE BATH TOWNSHIP MEETING ROOM, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ presented the following Resolution and moved its adoption.

**RESOLUTION 2023-08
SUPPORTING THE SUMMIT COUNTY ENGINEER’S REQUEST FOR FEDERAL FUNDING
TO REPLACE THE HIGH- LEVEL BRIDGE CONNECTING THE COMMUNITIES OF
AKRON AND CUYAHOGA FALLS**

WHEREAS, the Summit County Engineer has proposed replacement of a bridge on State Rd. known as the High Level Bridge connecting the communities of Akron and Cuyahoga Falls which provides vital transportation access to Summit County residents;

WHEREAS, as part of the construction of a new bridge, the anticipated cost of engineering and design services is estimated at \$8.6 million dollars with construction costs estimated between \$55-60 million dollars;

WHEREAS, Federal Funds are available for infrastructure projects, including the proposed bridge replacement, and the Summit County Engineer seeks community support in applying for federal infrastructure funds for this project;

WHEREAS, the Bath Township Board of Trustees fully support the bridge replacement project and find that it would advance the public health, safety, and welfare of Bath Township and the businesses and residents of Summit County, Ohio;

NOW, THEREFORE, BE IT RESOLVED, the Bath Township Board of Trustees hereby expresses its support for the bridge replacement project and the Summit County Engineer’s application for federal funds to offset the costs of design and construction of the bridge.

_____ seconded the Resolution and discussion was held.

The Fiscal Officer called the roll:

- Mrs. Troike, **Aye**
- Mr. Gaffney, **Aye**
- Mrs. Goodrich, **Aye**

Resolution Adopted

Gregory R. Thewes
Fiscal Officer

Sharon A. Troike , President
Bath Township Board of Trustees

March 20, 2023
Date

Sean F. Gaffney, Vice-President
Bath Township Board of Trustees

Elaina E. Goodrich, Trustee
Bath Township Board of Trustees

March 20, 2023

Congresswoman Emilia Strong Sykes
United States Congress
1217 Longworth House Office Building
Washington, DC 20515

**Re: Federal Community Project Funding Appropriation Request
Summit County High Level Bridge, Phase II – Engineering and Final Design**

Dear Congresswoman Sykes:

The purpose of this letter is to express our strong support and commitment to the County of Summit, Ohio's application for a Federal Community Project Funding Appropriation Request for the engineering funding for the Summit County High Level Bridge, Phase II Project. The High-Level Bridge, also known as the North Main Street Bridge over the Cuyahoga River is in need of replacement within the next 10 years, with design needing to be completed within the next 5 years to reach that goal. This structure carries North Main Street over the Cuyahoga River and connects it with State Road on the north side of bridge as it enters Cuyahoga Falls. The current structure was built in 1948, is functionally obsolete, and classified as a "fracture critical" type of bridge. This project ties into previous projects on North Main Street in Akron which includes a new approach to the High- Level Bridge. The bridge is on a major route and connects the City of Cuyahoga Falls and the City of Akron, making it critical for commerce and economic activity between the two cities. For the reasons set forth below, I believe the Summit County High- Level Bridge request warrants a Federal appropriation.

The current structure was built in 1948 and has a sufficiency rating of 57 out of 100 and general appraisal rating of 5A out of 9. The structure is categorized as fracture critical, meaning if one element of the bridge fails, the entire bridge will fail. Current bridge design standards require structures to have redundancy built in to prevent catastrophic failures like we saw with the I-35W Bridge in Minnesota, which was also a fracture critical bridge. The High- Level Bridge is 909 feet long, 67 feet wide, and spans 220 feet above the Cuyahoga River and Metro Parks Serving Summit County's High Bridge Trail. In addition to the economic importance of keeping the two largest cities in Summit County connected, a safe and open bridge is critical for recreation activity in the area with the bridge being the main feature for hikers and bikers of the Summit Metro Park's High Bridge Trail.

The new bridge will be constructed alongside the current bridge in order to keep the bridge open throughout construction. The surrounding cities have emphasized the importance of keeping the road open to traffic at all times during construction, so the design engineering and preliminary engineering will have to include additional environmental and right-of-way planning to keep traffic moving between Cuyahoga Falls and Akron. The Summit County Engineer's office recently awarded a \$400,000.00 preliminary engineering contract for Phase I of the project, which is funded with all local funds, as well as budgeting \$2,1470,000.00 over the next five years towards the planning and design project. In addition, the cities of Akron and Cuyahoga Falls made financial

commitments for the Bridge Investment Program grant application of \$250,000.00 and \$200,000.00 respectively.

The Summit County Engineer's Office is funded through license fees and gas taxes. The annual revenue of the office is approximately \$19 million per year. The construction of a new High-Level Bridge is estimated to be between \$55-\$60 million, an estimate that recently increased due to inflation. The planning funding needed is estimated to be \$8.6 million total, which is 45% of the Summit County Engineer's Office annual revenue. The County is also responsible for 280 other bridges and over 360 lanes miles of roadway so getting outside funding for the design and engineering for the High-Level Bridge is the only way to move the project forward without neglecting the rest of the County's road infrastructure. The High-Level Bridge must be replaced within the next 10 years otherwise the bridge will have to be closed for safety reasons, cutting off one of the two major routes between Akron and Cuyahoga Falls.

For the reasons set forth in this letter, I strongly support the County of Summit's application for a Federal Community Project Funding Appropriations Request for the Summit County High Level Bridge, Phase II Project. On behalf of my community, I ask that you submit the same for funding in this year's appropriations process. Thank you for your time and attention, and please do not hesitate to contact me if you wish to discuss this letter further.

Sincerely,

Sharon A. Troike, Trustee President

Sean F. Gaffney, Trustee Vice-President

Elaina E. Goodrich, Trustee

March 20, 2023

Senator Sherrod Brown
United States Senate
713 Hart Senate Office Building
Washington, DC 20002

**Re: Federal Community Project Funding Appropriation Request
Summit County High Level Bridge, Phase II – Engineering and Final Design**

Dear Senator Brown:

The purpose of this letter is to express our strong support and commitment to the County of Summit, Ohio's application for a Federal Community Project Funding Appropriation Request for the engineering funding for the Summit County High Level Bridge, Phase II Project. The High-Level Bridge, also known as the North Main Street Bridge over the Cuyahoga River is in need of replacement within the next 10 years, with design needing to be completed within the next 5 years to reach that goal. This structure carries North Main Street over the Cuyahoga River and connects it with State Road on the north side of bridge as it enters Cuyahoga Falls. The current structure was built in 1948, is functionally obsolete, and classified as a "fracture critical" type of bridge. This project ties into previous projects on North Main Street in Akron which includes a new approach to the High- Level Bridge. The bridge is on a major route and connects the City of Cuyahoga Falls and the City of Akron, making it critical for commerce and economic activity between the two cities. For the reasons set forth below, I believe the Summit County High- Level Bridge request warrants a Federal appropriation.

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For the reasons set forth in this letter, I strongly support the County of Summit's application for a Federal Community Project Funding Appropriations Request for the Summit County High Level Bridge, Phase II Project. On behalf of my community, I ask that you submit the same for funding in this year's appropriations process. Thank you for your time and attention, and please do not hesitate to contact me if you wish to discuss this letter further.

Sincerely,

Sharon A. Troike, Trustee President

Sean F. Gaffney, Trustee Vice-President

Elaina E. Goodrich, Trustee

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 shall be increased on an annual basis over the service fees for the preceding year in an amount equal to five percent (5%).

- 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 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.