

**SERVICE AGREEMENT**

**BETWEEN THE**

**DEKALB COUNTY SCHOOL DISTRICT**

**AND**

**BRENTWOOD SERVICES ADMINISTRATORS, INC.**

**Service Provider: Brentwood Services Administrators, Inc.**

**Project Name: Workers' Compensation Third Party Administrative Services**

**Address: 104 Continental PI Suite 200  
Brentwood, TN 37027**

**RFP No.: 22-462**

**Description: District Wide Third Party Administrative Services**

**THIS THIRD-PARTY ADMINISTRATOR SERVICES AGREEMENT** and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the DeKalb County School District (hereinafter the "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 (hereinafter the "Service Provider") whose physical address is 104 Continental Place, Suite 200, Brentwood Tennessee, 37027. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

**WHEREAS**, DCSD is qualified as a workers' compensation self-insured employer, as provided for in O.C.G.A. § 34-9-121, and as such is authorized to self-insure its workers' compensation risk; and

**WHEREAS**, the DCSD has solicited for these services via an advertised request for proposal and has received responsive proposals thereto; and

**WHEREAS**, after review and consideration of all responsive proposals, DCSD intends to engage the Service Provider to provide certain service company services, as set forth herein; and

**WHEREAS**, the Service Provider remains agreeable to provide DCSD the services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposal (RFP) No. **22-462 (Exhibit A)**;
- c. The Service Provider's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; **(Exhibit B)**;
- d. Board Directive Signed by the Superintendent and originally dated **September 13, 2021 (Exhibit C)**;
- e. Notice of Award dated **September 21, 2021 (Exhibit D)**;
- f. Claim Services **(Exhibit E)**; and
- g. Loss Control Services **(Exhibit F)**;

This Service Agreement together with Exhibits A through F, which are incorporated herein by this reference, collectively forms **the Service Agreement**. All prior and contemporaneous negotiations and Service Agreements between the Parties on the matters contained in this Service Agreement are expressly merged into and superseded by this Service Agreement. DCSD shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Provider's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic Service Agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Service Agreement.

Any inconsistency or conflict among the specific provisions of this Service Agreement shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Service Agreement and any change orders or modifications issued after execution of this Service Agreement;

- b. Second, by giving preference to the specific provisions of the RFP attached hereto as **Exhibit "A;"**
- c. Third, by giving preference to the specific provisions of Service Provider's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit "B,"** except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this shall not be included in this Service Agreement and shall be given no weight or consideration.

**NOW, THEREFORE,** in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, DCSD and the Service Provider agree as follows:

## ARTICLE 1

### **PARTIES TO THE SERVICE AGREEMENT**

The DCSD's address and its contact person are:

DeKalb County School District  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

Attention: Glinton R. Darien, Jr., Director of Risk Management

Phone: 678-676-0403

Fax: 678-676-0405

Email: [Glinton\\_Darien@dekalbschoolsga.org](mailto:Glinton_Darien@dekalbschoolsga.org)

With a copy to:

DeKalb County School District  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

Attention: Mrs. Cheryl Watson-Harris, Superintendent

The Service Provider's contact information is:

Company Name: Brentwood Services Administrators, Inc.

Address: 104 Continental Place, Suite 200  
Brentwood, Tennessee 37027

Contact Person: Mr. John Smitherman

Title: Senior Vice President  
Phone: 615-714-6684  
Email: john.smitherman@bwood.com

With a copy to:  
Brentwood Services Administrators, Inc.  
Attn: General Counsel  
104 Continental Place, Suite 200  
Brentwood, Tennessee 37027

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

## ARTICLE 2

### **DURATION OF AGREEMENT**

2.1 **Agreement Term.** The term of this Service Agreement begins on November 1, 2021 (hereinafter the "Effective Date"). The performance period for this Service Agreement is one (1) year from the Effective Date.

2.2 **Agreement Renewal.** In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein.

2.3 **Total Obligation.** Pursuant to O.C.G.A § 20-2-506(b), DCSD's total obligation under this Service Agreement is as follows:

2.3.1 - \$466,000 total annual fee shall be paid to Service Provider, on a quarterly basis, subject to a two percent annual increase. The Parties agree that this cost-plus fee option includes all staff, systems, and administrative costs for Service Provider to handle all open and new claims in place during the base period and each Renewal Term of the Service Agreement, and does not decrease, or increase, depending on the number of claims filed during the base period or each Renewal Term.

2.3.2 – The total annual fee paid to Service Provider excludes bill review fees and other allocated loss adjustment expense items that will be billed monthly. All subsequent 2.3 items are subject to any other costs otherwise provided in this Service Agreement.

2.3.3 – No additional cost will be charged by Service Provider for use of ClaimsXPress, which is the Service Provider’s claims software system.

2.3.4 – No additional cost will be charged by Service Provider for access to SUCCEED, which is a web site that dispenses loss prevention recommendations.

2.3.5 – No additional cost will be charged by Service Provider for issuance of workers’ compensation and liability checks to claimants and vendors.

2.3.6 – No additional cost will be charged by Service Provider for benchmark reports, and other types of reports, requested by various departments within DCSD.

2.3.7 – No additional cost will be charged by Service Provider for Subsequent Injury Trust Fund recoveries.

2.3.8 – No additional cost will be charged by Service Provider for the first 20 hours of loss control service to DCSD each year. Additional loss control services will be provided on an hourly or annual fee basis.

2.3.9 – No additional cost will be charged by Service Provider for the implementation of the Quality Assurance Process for DCSD.

2.3.10 – No additional cost will be charged by Service Provider for reporting claim data of Medicare eligible claimants of DCSD to the Centers for Medicare & Medicaid Services (“CMS”), for the purpose of facilitating DCSD’s compliance with Section 111 of Medicare, Medicaid and SCHIP Extension Act of 2007, P.L. 110-173 (“Section 111”) as well as handling, on behalf of DCSD, disputes with CMS and the U.S. Department of Treasury regarding alleged amounts DCSD owes to the Medicare Program. Service Provider will also, at no cost to DCSD, provide Medicare Set-Aside Allocation services to assist DCSD with its accumulation of medical and legal documentation to establish a justifiable position to present to CMS with respect to post-settlement medical treatment, social security disability status check regarding an individual’s Medicare and Social Security Disability status, CMS submission services recommending supporting medical and legal documentation to fortify DCSD’s position regarding allocation of post-settlement medical treatment, conditional payment investigation to assist in determining if conditional payments were made on a claim and the amount of any conditional payment, conditional payment negotiation services to assist customer with conditional payment reduction, and claims administration support with respect to settlements.

2.3.11 – **Custom Reports & IT Personnel Time.** All system menu reports are included FREE OF CHARGE. Should DCSD request any customized claims or loss control/risk management reports or need any other services from Service Provider’s information technology personnel, then DCSD shall pay to the Service Provider a fee of Two Hundred Fifty Dollars (\$250.00) per hour of reasonable time expended by the Service Company’s information technology personnel. Said fees are earned as the time is expended, and payment of such fees shall occur within thirty (30) days of the receipt of a bill for the time expended.

## ARTICLE 3

### SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal 22-462, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Service Agreement by this reference. A complete copy of the Scope of Work section of RFP 22-462, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Service Agreement.

3.3 DCSD's review, approval, or acceptance of any of the Service Provider's services shall not be construed to: (i) operate as a waiver of any rights the DCSD possesses under this Service Agreement; or (ii) waive or release any claim or cause of action arising out of the Service Provider's performance or nonperformance of this Service Agreement. The Service Provider shall always remain liable to the DCSD in accordance with applicable law for any and all damages to the DCSD caused by the Service Provider's breach of this Service Agreement.

3.4 The Service Provider shall provide DCSD the following services:

3.4.1 – Claims services as set forth in Exhibit "E;"

3.4.2 – Loss control services as set forth in Exhibit "F;"

3.4.3 – Two WC claims' adjusters, a WC claims assistant, and a WC claim supervisor, all dedicated, with an Account Executive and a Claim Manager, not dedicated;

3.4.4 - Access to a workers' compensation claims manager if needed;

3.4.5 – Clerical, secretarial, and administrative support, including necessary equipment and supplies, as may be necessary for the day-to-day compliance of the contractually agreed upon duties of the Service Provider in accordance with this Service Agreement.

3.5 The Service Provider shall provide medical bill review and PPO network services as more specifically provided in Exhibit E, paragraph 9, and shall be compensated from the claims file for such services. As more fully delineated in Exhibit E, paragraph 9, the Service Provider shall be compensated according to the following schedule: a) \$6.50 per medical bill reviewed; b) 22% of PPO and other savings besides specialty audit savings; and c) 20% of specialty audit savings.

3.6 The Service Provider shall provide utilization review management and case management and other medical cost containment services as more specifically provided in Exhibit E, paragraph 8, and shall be compensated from the claims file for such services as provided in that paragraph.

3.7 The Service Provider will provide pharmaceutical bill review services, pharmaceutical PPO network services, DME bill review service, and DME PPO network as more specifically provided in Exhibit E, paragraph 9, and shall be compensated from the claims file for such services. As provided in that paragraph, the Service Provide shall be compensated according to the following schedule: 15% of all savings.

3.8 The Service Provider agrees and understands that its duties, responsibilities and obligations under this Service Agreement are not diminished or reduced by DCSD's filing of the WC-121, on October 8, 2021, as the Notice of Change of TPA/Service Agent form was only filed to satisfy the State Board of Workers' Compensation requirement associated with direct electronic filings by DCSD. Service Provider understands that the purpose for the filing of the WC-121 was so that all adjusters can have access to ICMS and that DCSD will continue to receive all the services and benefits agreed to in this Service Agreement.

3.9 Other expenses for which the Service Provider is not responsible for are contained in Exhibit G, attached hereto and incorporated herein by reference.

#### **ARTICLE 4**

##### **COMPENSATION**

4.1 The Service Provider agrees that the compensation for all services under this Service Agreement shall be the specific price set forth in the attached Exhibit "A" and Exhibit "B." There shall be no add-on charges of any kind unless otherwise provided in this Service Agreement.

#### **ARTICLE 5**

##### **WORKING RELATIONSHIP**

5.1 The Service Provider will function in cooperation with the DCSD's designated representative, which is set forth in Article 1 of this Service Agreement. The Service Provider will consult with the DCSD's representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Provider shall fully cooperate with the DCSD and, if applicable, the DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the DCSD's representative and advising, meeting with, consulting with, and coordinating with the DCSD's representative.

5.2 The DCSD shall have the right, at its sole discretion, to demand and require the Service Provider to remove any employee or subcontractor working for the Service Provider on the Program and to replace the employee or subcontractor without cost or liability to the DCSD.

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors. The Service Provider agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the DCSD's representative and with the Service Provider's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Service Agreement shall be performed.

5.4 The Service Provider shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Provider, or any entity or person under the Service Provider's supervision or control, do not harm, or allow harm, to the DCSD's computers, systems, networks, and technology. The Service Provider shall take any and all

measures possible to protect the DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

## ARTICLE 6

### INVOICING AND AGREEMENT PRICE

6.1 **Invoices.** The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit "A" and Exhibit "B." Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service Provider shall be submitted to: Mr. Ginton R. Darien, Jr, Director of Risk Management, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

6.2 **Agreement Price.** DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price listed in Section 2.3. The price set forth in Paragraph 2.3 shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD, for approval, a minimum of ninety (90) days prior to taking effect.

## ARTICLE 7

### CANCELLATION OR TERMINATION BY DCSD

7.1 The Parties reserve the right to cancel or terminate this Service Agreement at any time for any reason, with notice in writing to the other Party. In the event of cancellation or termination, the DCSD shall pay to the Service Provider all compensation earned for actual services rendered. Any cancellation or termination shall be effective within ninety (90) calendar days of the receipt of such notice.

7.2 Upon termination of this Service Agreement, the Service Provider shall:

- 7.2.1 Cease work under the Service Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs
- 7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider
- 7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

## ARTICLE 8

### INDEPENDENT CONTRACTOR

8.1 The Service Provider and its employees shall perform as an independent contractor and not an employee or representative of the DCSD. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Provider shall maintain strict discipline among all personnel employed at DCSD, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Provider shall use any tobacco product while at any Program site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

8.3 The Service Provider agrees that the Service Provider is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. ("ACA"), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, Service Provider acknowledges and agrees that:

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and
- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Provider agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code

Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to Service Provider of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Provider will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

## **ARTICLE 9**

### **RESPONSIBILITY FOR SERVICES**

9.1 In the performance of this Service Agreement, the Service Provider warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed in accordance with the industry standard of performance. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Service Agreement. Services performed by the Service Provider shall be subject to review and acceptance in stages as required by the DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider's own expense, any errors in the S.

9.2 If Services performed by the Service Provider fail to meet the standards set forth in Paragraph 9.1, the DCSD may elect to have the Service Provider re-perform, or cause to be re-performed, at no cost to the DCSD any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Provider's Services or within one year from the date of completion of the Service Provider's Services, and (ii) the DCSD notifies Service Provider of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of the DCSD to pursue and obtain any and all other remedies against the Service Provider at law or in equity.

9.3 Service Provider warrants that any goods to be produced to or delivered to DCSD during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

9.4 DCSD acknowledges that the Service Provider shall be entitled to rely on the accuracy and currency of information supplied by the DCSD or by any of the DCSD's contractors or consultants, or available from generally accepted reputable sources.

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **ARTICLE 10**

### **OWNERSHIP OF WORK PRODUCT**

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all right, title, and interest, including the copyright, in and to the Information.

10.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the DCSD. This provision shall not act to transfer rights of DCSDs of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Provider shall be delivered to the DCSD upon the completion, cancellation or termination of Services under this Service Agreement within three (3) business days of such completion, cancellation or termination. The Service Provider may retain one (1) copy of all documents produced by the Contractor for its permanent file.

## **ARTICLE 11**

### **ACCOUNTING AND RECORDS**

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. Further, the Service Provider will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Service Agreement.

## **ARTICLE 12**

### **COMPLIANCE WITH LAWS**

12.1 The Service Provider shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

## **ARTICLE 13**

### **EQUAL EMPLOYMENT OPPORTUNITY**

13.1 The Service Provider will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **ARTICLE 14**

### **CONTINGENCY FEES**

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the

DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Service Agreement or any other contract with the DCSD

## **ARTICLE 15**

### **SUBCONTRACTORS**

15.1 Service Provider shall manage all work and Services performed under this Service Agreement. Upon the DCSD's prior written consent, the Service Provider may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Provider and the DCSD will not be diminished.

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to the DCSD for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than the DCSD being a third-party beneficiary to any Service Agreement between the Service Provider and its Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Service Agreement.

15.3 If the Service Provider utilizes Subcontractor(s) with respect to this Service Agreement then the Service Provider will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

## **ARTICLE 16**

### **SUCCESSORS AND ASSIGNS**

The Service Provider shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

## **ARTICLE 17**

### **INSURANCE**

17.1 The Service Provider and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Service Agreement. Prior to the date the Service Provider signs this Service Agreement, the Service Provider shall provide the DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the DCSD requests.

17.2 If the Service Provider is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

17.3 The insurance requirements of this Service Agreement are:

<b>Type of Insurance</b>	<b>Coverage Limits</b>
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$2,000,000 annual aggregate \$1,000,000 per occurrence

17.4 The Service Provider waives all rights, including rights of subrogation, against the DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

17.5 Certificates of Insurance must be executed with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
- (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
- (c) Certificates are to be issued to:  
DeKalb County School District  
DeKalb County Board of Education  
1701 Mountain Industrial Blvd.  
Stone Mountain, GA 30083  
Attention: Risk Management Department
- (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days' prior written notice to the DCSD.
- (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

## **ARTICLE 18**

### **ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**

18.1 The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DCSD Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Provider's compliance is set forth in Exhibit "B". The Service Provider warrants and represents that evidence of the Service Provider and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

- (a) Immigration and Security Certification
- (b) Contractor Affidavit
- (c) Subcontractor Affidavit
- (d) Sub-Subcontractor Affidavit

## ARTICLE 19

### TERMINATION FOR CAUSE

19.1 Either Party hereto may terminate this Service Agreement upon giving seven (7) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party thirty (30) days after receipt of the notice in which to cure any performance deficiency.

## ARTICLE 20

### INDEMNIFICATION

The Service Provider shall indemnify, defend, and hold harmless DCSD and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this agreement), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to the Service Provider's employees), or loss or destruction of property (including loss of use, damage or destruction of Indemnitees' owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the Service Provider, its employees, agents, representatives, or its employees, agents, or representatives in connection with or incidental to the Service Provider's performance of the agreed upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee. The Service Provider shall be excused from its indemnification obligations above: (i) if the claims, demands, suits, actions, proceedings, losses, liabilities arise solely and exclusively out of the negligence of one or any of the Indemnitees; or (ii) if DCSD fails to (a) provide written notice of the third party claim or suit as soon as practicable; (b) cooperate with all reasonable requests of the Service Provider; or (c) assist the Service Provider with the defense and/or settlement of such claim or suit. The Service Provider's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of the Service Provider's agreed upon services for any reason. The Service Provider shall fully indemnify Indemnitees against any claims of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights related to the Service Provider's services performed under this Service Agreement.

## **ARTICLE 21**

### **AGREEMENT ADMINISTRATION**

21.1 DCSD and the Service Provider have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Service Agreement. The DCSD's representative shall have no power or authority to change this Service Agreement, or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Provider.

21.2 To be binding against the DCSD, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Service Agreement must be in writing and signed by the DCSD. The Service Provider acknowledges that the DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Provider and the DCSD will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Service Agreement shall be governed by the laws of the State of Georgia.

## **ARTICLE 22**

### **PUBLIC RECORDS**

22.1 The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

## **ARTICLE 23**

### **FORCE MAJEURE**

23.1 The Parties will not be responsible or liable in any way for delay or failure to perform their obligations under this Service Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

## **ARTICLE 24**

### **CAPTIONS**

24.1 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

## **ARTICLE 25**

### **ENTIRE SERVICE AGREEMENT**

25.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the DCSD and the Service Provider. The signature of Service Provider below, represents to DCSD that he/she is duly authorized to execute and deliver this Service Agreement on behalf of Service Provider.

## **ARTICLE 26**

### **MISCELLANEOUS**

26.1 Unless otherwise expressly provided to the contrary in this Service Agreement, the term "day" shall mean calendar day.

26.2 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Provider's services, the Service Provider may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The DCSD and Service Provider shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by Service Agreement of the parties or a court order. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in DeKalb County, Georgia, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

26.4 If any provision of this Service Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Service Agreement or the

application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforced to the fullest extent permitted by law.

26.5 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Service Agreement.

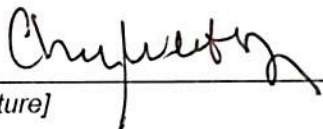
26.6 Service Provider, and all personnel of Service Provider, agree to a background check. The Service Provider, and all personnel of Contractor, shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Service Provider. Additionally, any charges against the Service Provider, or personnel, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the personnel named in the check result, not provide services to DCSD premises. Any failure of the Service Provider, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between Service Provider and DCSD. Confirmation of background checks must be submitted in writing prior to commencement of any services to DCSD for all Service Provider employees who have not previously provided such confirmation to DCSD, to: Ms. Carla Smith, Purchasing Manager III, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

26.7 Service Provider shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by Service Provider, which mentions DCSD, DeKalb County Board of Education, or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to: Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

IN WITNESS WHEREOF, the DCSD and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

DCSD:

DEKALB COUNTY SCHOOL DISTRICT

By:   
[Signature]

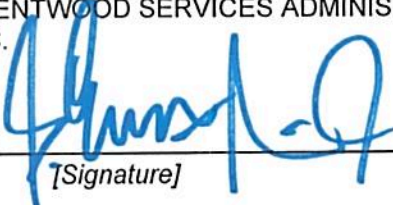
Mrs. Cheryl Watson-Harris, Superintendent

1701 Mountain Industrial Blvd  
Stone Mountain, Georgia 30083

11-10-21  
[Date of Execution]

SERVICE PROVIDER:

BRENTWOOD SERVICES ADMINISTRATORS,  
INC.

By:   
[Signature]

Mr. Everett Sinor, Assistant Secretary

104 Continental Place, Suite 200  
Brentwood, TN 37027

October 22 2021  
[Date of Execution]

**EXHIBIT "A"**

DeKalb County School District RFP No. 22-462

For

Workers' Compensation Third Party Administrator Services

**EXHIBIT "B"**

Service Provider's Proposal including pricing  
and any applicable Scope of Services  
and any applicable Payment and Payment Terms Schedule  
attached except that objections or amendments by the  
Service Provider that have not been explicitly accepted by DCSD in  
Writing In this Service Agreement and Contract shall not be included in  
the Contract Documents Or this Service Agreement and shall be given  
no weight or consideration

**EXHIBIT "C"**

DeKalb County Board of Education Directive

Signed by the Superintendent and originally dated September 13, 2021



Robert R. Freeman Administrative Complex  
1701 Mountain Industrial Boulevard  
Stone Mountain, GA 30083

## MEMORANDUM

TO: Mr. Charles Burbridge, Chief Financial Officer  
Division of Finance

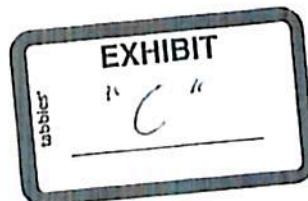
FROM: Mrs. Cheryl L. Watson-Harris, Superintendent  
Office of the Superintendent

DATE: September 13, 2021

RE: **District's Workers' Compensation Third Party Administrator Services Approval**

At its business meeting on Monday, September 13, 2021, the DeKalb Board of Education approved a new contract for the District's Third Party Administrator Services with Brentwood Services Administrators ("Brentwood"), for an amount not to exceed \$466,000.00 in fixed claim costs subject to a two percent annual increase, excluding bill review fees that are billed monthly based on volume. The current contract amount is \$441,000.00 and terminates on October 31, 2021.

Please take the appropriate action to affect this directive of the Board.



CWH:am

c: Ms. Carla Smith, Purchasing Manager, Purchasing Department, Division of Finance  
Ms. Phyllis Jones, Buyer, Purchasing Department, Division of Finance

**EXHIBIT "D"**

Notice of Award Letter Dated September 21, 2021



Finance

September 21, 2021

VIA EMAIL

**Brentwood Services Administrators Inc.**  
104 Continental Pl Suite 200  
Brentwood, TN 37027  
ATTN: John Smitherman, Senior Vice President

Reference: RFP 22-462, Workers Compensation Third Party Administrative Services – Notice of Award

Dear Mr. Smitherman:

Your company has been identified and approved as the award vendor on the above referenced RFP. The purpose of this letter is to obtain Brentwood Services Administrators Inc.'s acceptance of DeKalb County School District's ("DCSD") offer of award of RFP 22-462, Workers Compensation Third Party Administrative Services.

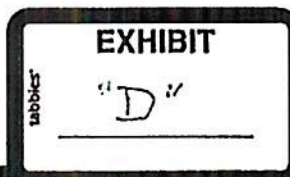
Insurance policy or policies must be maintained throughout the term of this agreement and DCSD shall be listed as additionally insured. It is the responsibility of the award vendor to submit a current copy of insurance renewals. Please submit a copy of your company's proof of insurance reflecting the coverage (s) included with this offer of award. A copy of the insurance requirements for the referenced solicitation has been included for convenience.

An Agreement for Professional Services ("Agreement") will follow upon receipt of your acknowledgement of this award. The Agreement will be based on the renewals outlined in the solicitation as well as the same terms, conditions and pricing as originally stated in the RFP. Please note this letter serves as an acknowledgement of the award and full acceptance is contingent on a duly executed agreement.

If these terms are acceptable, please submit a copy of your company's proof of insurance reflecting the coverage (s) attached, sign the acknowledgement below and email the documents to [phyllis\\_d\\_jones@dekalbschoolsga.org](mailto:phyllis_d_jones@dekalbschoolsga.org) no later than Wednesday, September 29, 2021. Feel free to also fax the above mentioned documents to Ms. Phyllis Jones at 678-676-0170.

**THIS LETTER IS ONLY A NOTIFICATION OF RFP AWARD AND IS NOT AN ORDER.** Purchase orders will be directed to you as these items and/or services may be requested by the various schools/departments within the DeKalb County School District.

If you have any questions or concerns regarding this award, give us a call at 678-676-0315.



Thank you for your interest and cooperation on behalf of the DeKalb County School District.

Sincerely,

*Carla L. Smith*

Carla L. Smith  
Purchasing Manager

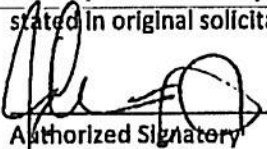
Enclosure: Insurance Requirements

c: Mr. Ginton Darien  
CLS/lw

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**ACKNOWLEDGMENT**

Brentwood Services Administrators Inc. hereby acknowledges DeKalb County School District's offer of award of RFP 22-462, Workers Compensation Third Party Administrative Services, at the same prices, terms and conditions as stated in original solicitation document and understands an Agreement of Professional Services will follow.

  
Authorized Signatory

Everett Sinner  
Name (Typed or Printed)

Date

9/22/2021  
Assistant Secretary  
Title of Authorized Signatory

## EXHIBIT "E"

### Claims Services

SERVICE PROVIDER shall provide to DCSD certain claims services necessary for the day-to-day servicing of the worker's compensation and employer's liability claims brought against DCSD by its employees. SERVICE PROVIDER shall provide such services with respect to DCSD's worker's compensation and employer's liability claims for claims in both of the following two (2) categories: (i) claims that are reported to SERVICE PROVIDER by DCSD during the term of this Service Agreement; and (ii) open claims that have been previously reported to SERVICE PROVIDER by DCSD pursuant to a previous service company/third party administrator agreement(s).

In particular, SERVICE PROVIDER shall:

1. Service, review, investigate, adjust, process and/or resist workers' compensation claims presented against DCSD. No lost time adjuster assigned to DCSD'S account shall carry a caseload greater than one hundred fifty (150) claims, and if by reason of claim volume SERVICE PROVIDER finds that a particular lost time adjuster would be forced to handle more than one hundred sixty-five (165) claims, then DCSD will agree to the utilization of an additional adjuster by either SERVICE PROVIDER or DCSD;
2. Timely complete 24-hour, 3-point contact, which includes the injured employee, witnesses, local hospital or physician contact and DCSD school or employee supervisor;
3. establish claims reserves for each such claim and provide continuous review of and continually update claims reserves to reflect the establishment and/or change in claims reserves;
4. acknowledge to DCSD, in writing, the receipt of all such claims;
5. acknowledge to DCSD, in writing, all such claims that have been closed, such acknowledgement to contain the date the claim was closed, and the amount paid;
6. acknowledge to DCSD in writing the receipt of all lawsuits and disputes relating to claims, and, if appropriate, a copy of the complaint or bill filed. SERVICE PROVIDER shall provide to DCSD all information, records and other reasonable assistance to DCSD to allow DCSD to defend or respond to such lawsuits, claims and demands. DCSD shall have the right to control any such litigation or dispute, including but not limited to the selection of defense counsel. In the event that SERVICE PROVIDER receives any of the following, it shall notify DCSD of: the dates of discovery requests, depositions, conferences and trials;

7. provide a narrative report to the DCSD on any such claims where the total incurred claim, inclusive of any reserves established, exceeds Fifty Thousand Dollars (50,000.00);
8. prepare and maintain a claim file for each such claim, such file to be open at all reasonable times for inspection and copying by the DCSD and its agents, servants, employees and officers upon request;
9. report losses to DCSD's workers' compensation excess carrier;
10. coordinate the assignment of and/or provide utilization management services and case management services on claims requiring or needing, within SERVICE PROVIDER's reasonable discretion, such services. Charges for such services are allocated loss expense, and thus the DCSD shall make payment for all such expenses in addition to the fees delineated in the Service Agreement. SERVICE PROVIDER may utilize the services of a subcontractor to perform all or a portion of such services, and the DCSD understands and agrees that ADMINISTRATOR may be compensated for its administrative expense in connection with the provision of such services in addition to the fees delineated in Section 2.3, with all payments to be made from the claims file. Billing and payment shall occur at least monthly. If SERVICE PROVIDER intends to provide utilization management and/or case management services for DCSD, then on or about the date this Service Agreement is executed, SERVICE PROVIDER will provide to DCSD a list of rates that will be charged for such services. Periodically, SERVICE PROVIDER may adjust these rates. In the event such rates are ever increased, SERVICE PROVIDER shall provide to DCSD an updated list of rates that will be charged for such services. DCSD may request and obtain, at any time, a list of current rates being charged for such utilization management services and case management services by SERVICE PROVIDER. DCSD reserves the right to forego the use of ADMINISTRATOR for this service at any time;
11. provide bill review services, through CareWorks Managed Care Services, at Six Dollars and Fifty Cents (\$6.50) for each provider bill reviewed to reduce the bill down to the fee schedule or reasonable and customary amounts as applicable. Further reductions on the bill to reflect preferred provider organization savings and other types of savings (besides specialty audit review savings) below the fee schedule or reasonable and customary amounts will be provided for a fee of Twenty-Two Percent (22%) of such savings. Further reductions on the bill to reflect savings resulting from specialty audits performed by Russell Reimbursements or a similar specialty review service below the fee schedule or reasonable and customary amounts will be provided for a fee of Twenty Percent (20%) of such savings. Furthermore, SERVICE PROVIDER shall procure, on DCSD's behalf, pharmaceutical bill review services, pharmaceutical PPO network services, durable medical equipment bill review services, and durable medical equipment PPO services. For procuring these services for DCSD and providing an incentive for SERVICE PROVIDER to locate companies who obtain the maximum

amount of savings off of the fee schedule or usual and customary charges, as applicable, DCSD shall pay to SERVICE PROVIDER Fifteen Percent (15%) of all savings achieved below the billed amount or the usual and customary charge/fee schedule, whichever is lower. Charges for all services delineated in this paragraph are allocated loss expense, and thus DCSD shall make payment for all such expenses in addition to the fees delineated in Section 2.3. Billing and payment shall occur at least monthly. SERVICE PROVIDER may utilize the services of a subcontractor to perform all or a portion of such service, and the DCSD understands and agrees that SERVICE PROVIDER may be compensated for its administrative expense in connection with the provision of such services, with payment to be made off of the claims file;

12. recommend panel physicians, as required or permitted by law, and assist in the implementation of the services such panel physicians provide;
13. assist with the return of injured employees to work promptly and safely;
14. assist with the reduction of DCSD work-related injury costs;
15. promote the confidence and good will in the management and treatment of injured employees;
16. payout of the DCSD's claims fund account such disability (lost time; indemnity) benefits, medical benefits, death benefits, allocated loss expense and any other loss and expense as may be required to comply with applicable workers' compensation laws, including any judgments or expenses as set forth in this exhibit and the Service Agreement; and
17. provide to such certified public accountants, attorneys or actuaries any claim cost information as may be reasonably directed by DCSD.

The claims services provided by SERVICE PROVIDER under this exhibit and the Service Agreement shall be in accordance with any rules and regulations adopted by DCSD and provided to SERVICE PROVIDER, the rules and regulations of any governmental regulatory authority, and in accordance with any express requirement of any reinsurance and/or excess insurance contracts issued to SERVICE PROVIDER, all as consistent with applicable law.

## EXHIBIT "F"

### Loss Control Services

Upon the written request of DCSD, SERVICE PROVIDER shall provide to DCSD certain loss control services which shall consist of the enumerated items contained herein below. In particular, SERVICE PROVIDER shall:

1. Provide qualified loss control consultants to visit DCSD on an as needed and agreed upon basis to review and advise the DCSD of its current loss control program;
  2. complete annual safety evaluation and risk review for each location;
  3. assist the management of the DCSD in the development and/or modification of a loss control program, and conduct safety training seminars as agreed;
  4. perform on site surveys for hazard identification and work practice evaluation, including accident analysis, to identify trends and problem areas for loss control focus;
  5. provide written reports to the DCSD with an appropriate summary of activities, listing hazards and loss problems, along with recommendations for improvements;
  6. design and develop risk management cost allocation programs to increase department accountability;
  7. provide to the DCSD information on third party independent contractors which may be utilized, at the DCSD's expense, to secure industrial hygiene and OSHA compliance;
  8. recommend safety awareness and safe behavior recognition initiatives;
  9. provide safety and workers' compensation training seminars;
  10. meet with management to communicate the importance of good safety management and the impact on workers' compensation premiums and organizational costs;
  11. prepare and present accident trend and loss analysis and develop specific action plans to address adverse findings; and
  12. assist with the development or improvement of return-to-work programs.
13. Loss Control Service Fee. If loss controls services are requested by the DCSD and BRENTWOOD performs services, DCSD shall not pay for the first 20 hours; however, if additional services are requested then DCSD shall pay to SERVICE PROVIDER a loss control service fee of Ninety-Five Dollars (\$95.00) per hour of onsite loss control services provided (including any educational training provided), plus all expenses incurred by SERVICE PROVIDER'S loss control personnel in the provision of such loss control services. Further, DCSD shall pay SERVICE PROVIDER a loss control service fee of Sixty Dollars (\$60.00) per hour for travel, and a loss control service fee of Sixty Dollars (\$60.00) per hour for office time. Loss control service fees are earned as the services are provided. All loss control service fees, if any, shall be paid (after being billed) with the next quarterly installment payment. If such services are utilized, the amounts listed in Section 2.3 shall be increased to include the amounts paid for the services in this Exhibit.

14. SERVICE PROVIDER shall provide the following additional services at no additional charge to the DCSD:

- a. One-Time Data Conversion from ATS and ISO Claims Partners;
- b. Host all DCSD workers' compensation and liability data in confidential and secured environment;
- c. System Charge;
- d. Account Servicing Fee;
- e. CMS Reporting Fee;
- f. Use by 6 DCSD employees of ClaimsXPress, which is the Service Provider's claims software system, and 1 DCSD substitute employee on a temporary basis.
- g. Access to SUCCEED, which is a web site that dispenses loss prevention recommendations.
- h. Issuance of workers' compensation, liability and vendor checks to claimants and vendors as DCSD as the issuance of checks by Brentwood, instead of the DCSD's Accounts Payable Department, ensures continual check issuance in the event DCSD offices are closed due to a pandemic or other natural disaster.
- i. Issuance of benchmark reports, and other reports requested by various departments within DCSD from information stored in ClaimsXPress.
- j. Efforts related to recoveries associated with the Subsequent Injury Trust Fund.
- k. Implementation of a Quality Assurance Process for DCSD.
- l. Reporting claim data of CMS, for the purpose of Section 111 mandatory reporting as well as disputes with CMS and the U.S. Department of Treasury.

It is recognized and agreed by the DCSD that it is responsible for its own safety program and that SERVICE PROVIDER makes no representation that every unsafe condition or procedure will be discovered. SERVICE PROVIDER makes no representation that any location, workplace, operation, machinery or equipment is safe, healthful or in compliance with any laws, rules, or regulations.

## **EXHIBIT "G"**

### **Allocated Loss Expenses**

It is agreed that the allocated loss expense shall be defined as:

1. attorneys' fees;
2. court reporter's fees;
3. court costs, court fees, and court expenses;
4. pre- and post-judgment interest paid as a result of litigation;
5. costs of depositions, including but not limited to transcript fees;
6. costs of obtaining copies of public records;
7. costs of obtaining copies of medical records;
8. fees for service of process;
9. witness fees and witness travel expenses;
10. expert fees and related expenses;
11. costs of independent medical examinations and/or evaluations for testimony at trial or to contest disputed facts;
12. medical cost containment services, including but not limited to utilization management services;
18. extraordinary travel expenses incurred by SERVICE PROVIDER at the request of DCSD;
19. bill review service costs;
20. costs associated with indexing claims through and/or submitting claims information to the Insurance Service Office or other rate advisory service organizations, a claims compilation or transmission agency, or any state agency or designee of a state agency;
21. costs of operative, investigative and detective services;
22. medical case management services; and,
23. any other similar fee, cost or expense that is reasonably chargeable to the investigation, negotiation, settlement, adjustment or defense of a claim and/or loss, or as required for the protection of the subrogation rights or the collection of subrogations on behalf of DCSD.

DCSD agrees to be responsible for all other costs and expenses relative to self-insuring its workers' compensation risk, except for costs and expenses directly relating to the performance by the SERVICE PROVIDER of its obligations under this Service Agreement. Expenses for which the SERVICE PROVIDER shall not be responsible include but are not limited to: (1) reinsurance and/or excess insurance premium, (2) premium taxes, (3) any subsequent injury trust fund assessments, (4) claim and/or loss payments, (5) allocated loss expense, as herein defined, and (6) any other expense associated with the servicing of DCSD's workers' compensation risk which is not specifically delegated to the SERVICE PROVIDER virtue of this Service Agreement.

**END OF EXHIBITS**