AGREEMENT TO PROVIDE SPECIFIED
THIRD PARTY ADMINISTRATOR SERVICES

THIS AGREEMENT effective the 1st day of June, 2018, by and between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD], and the City of Joplin, Missouri [hereinafter the EMPLOYER].

WITNESSETH:

WHEREAS, the EMPLOYER is a Missouri municipal sovereign, with principal offices located at 602 Main Street, Joplin, Missouri, which is qualified as a workers' compensation self-insured employer in the State of Missouri, and as such is authorized to self-insure its workers' compensation risk in the State of Missouri, and which self-insures other lines of insurance risk; and,

WHEREAS, BRENTWOOD is a Tennessee corporation with principal offices located at 104 Continental Place, Suite 200, Brentwood, Tennessee, and is duly authorized to act as an administrator in the State of Missouri; and,

WHEREAS, the EMPLOYER desires to contract with BRENTWOOD to provide certain third party administrator services, as set forth herein, and BRENTWOOD wishes to provide such services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do covenant and agree as follows:

Section I – Agreement to Provide Services

The EMPLOYER hereby contracts with BRENTWOOD to perform, on behalf of the EMPLOYER, the services specified in this agreement and any addenda thereto, and BRENTWOOD hereby agrees to perform such services, on the terms and conditions of, and for and limited to the duration of, this agreement.

Section II – Duties and Responsibilities of BRENTWOOD

A. **Services.** BRENTWOOD shall, during the term of this agreement, provide the services specified herein, consisting of providing claims services for claims

reported to BRENTWOOD during the term of this agreement, as set forth in Exhibit A, attached hereto and incorporated herein by reference;

All such services shall be provided by BRENTWOOD using its best efforts, in an honest manner, in conformance with the industry standard of performance and in compliance with all applicable laws, rules, regulations and regulatory advisory opinions.

B. General Administration. BRENTWOOD agrees to:

1. provide such 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 BRENTWOOD in accordance with this agreement; and,

2. maintain for itself general liability, automobile liability, workers' compensation, fidelity bond and errors and omissions insurance coverage, as may be customary in the industry, but in no event less than may be required by law.

Section III – Duties and Responsibilities of the EMPLOYER

A. Fees. The EMPLOYER agrees to pay to BRENTWOOD fees as set forth in Exhibit B, attached to this agreement and incorporated herein by reference.

B. Other Expenses. The EMPLOYER agrees to be responsible for all other expenses relative to self-insuring its insurance risk, except for expenses directly relating to the performance by BRENTWOOD of its obligations under this agreement. Expenses for which BRENTWOOD shall not be responsible include, but are not limited to: (1) reinsurance and/or excess insurance premium, (2) premium taxes, (3) any assessments, (4) claim and/or loss payments, (5) allocated loss expense, as defined in Exhibit C, attached to this agreement and incorporated herein by reference, and (6) any other expense associated with the servicing of the EMPLOYER's insurance risk which is not specifically delegated to BRENTWOOD by virtue of this agreement.

C. Bank Accounts. The EMPLOYER agrees to maintain a claims fund account, and make adequate funds available from which BRENTWOOD may draw from at any time for claims, loss and/or allocated loss expense payments.

D. Duties, Responsibilities and Obligations Remaining. Nothing in this agreement shall be construed as relieving the EMPLOYER of any duty, responsibility or obligation it has to comply with any constitutional provision, statute, or regulation. The EMPLOYER remains responsible for performing all functions necessary to remain compliant with applicable law.

E. **Access to Electronic Information Maintained by BRENTWOOD.** The EMPLOYER will be granted access to certain information in electronic format relative to its self-insured program that is maintained by BRENTWOOD through BRENTWOOD's claims software. As a condition for such access, the EMPLOYER shall have responsibilities relative to the confidentiality and protection of such software and information as more fully delineated in Exhibit D, attached hereto and incorporated herein by reference.

F. **Transmission of Excess Insurance Policy.** If BRENTWOOD or an affiliate of BRENTWOOD does not produce the EMPLOYER's excess insurance policy(ies), then the EMPLOYER shall transmit a copy of said excess insurance policy(ies) to BRENTWOOD within thirty (30) days of its procurement so as to enable BRENTWOOD to provide claims information to the excess insurance carrier(s) in conformance with such excess insurance policy(ies).

Section IV – Ownership of Books and Records

BRENTWOOD shall maintain and retain custody of the books, records, files and other information as required to perform the services specified herein during the time mutually agreed to by BRENTWOOD and the EMPLOYER; however, BRENTWOOD may destroy any books, records, files and other information after seven (7) years of file inactivity unless ordered by the EMPLOYER, in writing, to maintain said books, records, files and other information. Such books, records, files and other information shall remain the exclusive property of the EMPLOYER and shall be available for review by the EMPLOYER during business hours, with reasonable notice, at the premises of BRENTWOOD. It is further agreed that software programs, computer programs, source codes and other computer software items that are utilized by BRENTWOOD are not the property of the EMPLOYER, and remain the exclusive property of BRENTWOOD. The EMPLOYER understands and agrees that BRENTWOOD may, in its exclusive discretion, retain a copy of all such books, records, files and other information upon termination of this agreement.

Section V – Term of Agreement and Termination

A. **Term of Agreement.** This agreement is effective on the date above written at 12:01 a.m. Central Time, and shall remain in full force and effect until the 1st day of June, 2021, at 12:01 a.m. Central Time.

B. **Just Cause Termination.** Notwithstanding the forgoing subsection, either party to this agreement may terminate the same with proper notice for just cause. A party to this agreement shall have just cause to terminate this agreement upon:

1. the filing of a bankruptcy petition by the other party to this agreement, or the placement into bankruptcy or a declaration of insolvency by a court of

competent jurisdiction of either party to this agreement, or the dissolution of either party;

2. the failure of either party to maintain any license, regulatory approval or other type of regulatory authorization to perform its obligations under this agreement;

3. a material breach of the terms of this agreement by the other party; or the commission of fraud by the other party in the making and/or entering into of this agreement or of the performance of this agreement; or,

4. the commission of an action or an omission which would in a material way negatively reflect on the integrity of the non-acting party or hinder its ability to perform services required under applicable law.

If this agreement is being terminated for just cause, written notice must be provided by the party terminating the agreement for just cause to the other party; such written notice must clearly state the alleged cause for the termination. The noticed party shall have thirty (30) days to correct the cause allegedly giving rise to the termination of the agreement. If such noticed party shall fail to correct a legitimate violation within such thirty (30) day correction period, the party giving notice of the violation may then immediately terminate the agreement.

Notwithstanding the foregoing paragraph, in the event that the EMPLOYER fails to timely pay any fees in accordance with this agreement, then BRENTWOOD may terminate this agreement merely by giving thirty (30) days prior written notice. BRENTWOOD must state in its termination letter that it is terminating the agreement for non-payment of fees.

C. **Renewal and Termination Not for Cause.** During the term of this agreement, either party may terminate this agreement by providing sixty (60) days prior written notice of termination to the other party. This agreement shall be automatically renewed for consecutive one (1) month terms at the ending date of this agreement unless written notice of termination is provided by one party to the other party thirty (30) days prior to the ending date of the agreement or any one (1) month extension thereof, or a new agreement is entered into between the parties, or either of the parties has filed for or has been placed into bankruptcy or another insolvency receivership by a court of competent jurisdiction.

D. **Options of the EMPLOYER Upon Termination.** Upon termination of this agreement, the EMPLOYER shall have one of the following options:

1. Require BRENTWOOD to return all books, records, files and other information which are described herein as being the property of the EMPLOYER in not more than sixty (60) days to the EMPLOYER, to the extent BRENTWOOD is in possession of such files. The EMPLOYER

shall pay the reasonable costs for the transfer of such books, records, files, and other information; or,

2. Require BRENTWOOD to handle to their conclusion all claims and other obligations reported during the contract period. Should the EMPLOYER choose this option, BRENTWOOD shall be compensated on a per claim run-off basis at BRENTWOOD's then prevailing per claim run-off rate, as well as BRENTWOOD's prevailing systems and administrative fee run-off charges; this compensation shall be in addition to any compensation delineated in this agreement. BRENTWOOD's current per claim run-off rate is $200.00 per open claim (to include all open indemnity and medical only claims), per annum. Should the EMPLOYER choose this option, BRENTWOOD shall, on a quarterly basis, return all books, records, files and other information relative to closed files to the EMPLOYER; the EMPLOYER shall pay the reasonable costs for the transfer of such closed books, records, files, and other information.

E. **Duties Limited to Duration of Agreement.** It is understood and agreed by the EMPLOYER that the services described herein to be performed by BRENTWOOD are limited to the duration of this agreement and shall cease upon its termination, and BRENTWOOD shall have no further liability or service obligation to the EMPLOYER subsequent to the termination date of this agreement, unless the EMPLOYER chooses to exercise its right to require BRENTWOOD to handle claims to their conclusion as provided in § V, ¶ D2, supra, in which case BRENTWOOD's further liability and service obligations shall be limited solely to the provision of claims services for claims reported to BRENTWOOD during the contract period.

F. **Billing Upon Termination.** Upon termination of this agreement, if monies are owed from one party to the other, BRENTWOOD will furnish to the EMPLOYER its final billing for services rendered under the terms of this agreement as soon as practicable. If such billing results in monies due BRENTWOOD, the EMPLOYER agrees to tender payment within thirty (30) days. If such billing results in monies due the EMPLOYER, BRENTWOOD agrees to tender payment within thirty (30) days.

Section VI – Indemnification

A. **Indemnification by the EMPLOYER.** The EMPLOYER shall indemnify, defend and hold harmless BRENTWOOD with respect to any and all claims by entities and/or persons not a party to this agreement for any and all claims asserted as a result of any intentional or grossly negligent act on the part of the EMPLOYER and/or its directors, officers, independent contractors, employees, agents and/or servants, unless, and only to the extent that, such actions were taken at the direction of, or contributed to by BRENTWOOD.

B. **Indemnification by BRENTWOOD.** BRENTWOOD shall indemnify, defend and hold harmless the EMPLOYER with respect to any and all claims by entities and/or persons not a party to the agreement for any and all claims asserted as a result of any intentional or grossly negligent act on the part of BRENTWOOD and/or its directors, officers, independent contractors, employees, agents and/or servants, unless, and only to the extent that, such actions were taken at the direction of, or contributed to by the EMPLOYER.

C. **Survival of Indemnification Section.** This Section VI shall survive termination of this agreement.

Section VII – Miscellaneous

A. **BRENTWOOD an Independent Contractor.** It is expressly agreed and acknowledged by the parties to this agreement that this agreement is intended to create and shall create between the EMPLOYER and BRENTWOOD the relationship of Independent Contractor.

B. **Entire Agreement.** This agreement contains all the terms agreed upon between the parties with respect to the subject matter hereof, and supersedes any and all prior oral and written communications between BRENTWOOD and the EMPLOYER, including, if applicable, any prior written agreements in conflict herewith. No modification or amendment of this agreement shall be valid unless made in writing and fully executed by the parties.

C. **Notices.** All notices required herein shall be in writing and shall be sent postage prepaid, via certified mail, return receipt requested, or reputable private carrier (Federal Express, DHL, UPS, etc.), with proof of receipt, to the parties at the following addresses:

If to the EMPLOYER:
City of Joplin, Missouri
ATTN: City Attorney
602 South Main Street
Joplin, Missouri 64801

If to BRENTWOOD:
Brentwood Services Administrators, Inc.
ATTN: General Counsel
104 Continental Place, Suite 200
Brentwood, Tennessee 37027

D. **Assignment.** Neither party shall be entitled to assign its rights or obligations under this agreement without the prior written consent of the other party.

E. **Applicable Law.** This agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

F. **Failure to Enforce.** The failure or delay of either BRENTWOOD or the EMPLOYER to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this agreement, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either BRENTWOOD or the EMPLOYER of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.

G. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. EACH PARTY TO THIS AGREEMENT IS EXEMPTED BY THE OTHER PARTY FROM LIABILITY IN TORT FOR HARM CAUSED BY THE FAILURE TO OBSERVE THE STANDARD OF REASONABLE CARE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES' RELATIONSHIP WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT IS SOLELY CONTRACTUAL AS DEFINED HEREIN.

H. **Arbitration.** In the event of an irreconcilable dispute relating to this Agreement, the parties shall proceed to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. If initiated by the EMPLOYER, the venue for the arbitration shall be Nashville, Tennessee. If initiated by BRENTWOOD, the venue for the arbitration shall be Kansas City, Missouri. The results of the arbitration shall be binding upon the parties and may be enforced in a court of competent jurisdiction. Each party shall bear its own arbitration costs and expenses, and joint arbitration costs and expenses shall be borne equally by the parties.

I. **Contractual Modification of Statute of Limitations.** No case, claim, suit, or cause of action may be pursued and/or prosecuted by either party via arbitration or otherwise (and no damages awarded by an arbitrator or court of competent jurisdiction) unless initiated within one (1) year of the accrual of the case, claim, suit, or cause of action, it being the parties' intent to contractually limit the applicable statute of limitations to one (1) year after said accrual.

J. **Headings.** All headings in this agreement are for convenience of reference only and shall be disregarded.

K. **Interpretation.** The parties hereto have participated jointly in the negotiation and drafting of this agreement, and therefore agree that this agreement will be construed as drafted equally by each party, with no presumption favoring or disfavoring either party.

L. **No Third Party Beneficiaries.** This agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder; there shall be no third party beneficiaries to this agreement.

M. **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

N. **Privacy and Confidential Information.** The parties to this agreement desire to comply with all statutes and regulations relative to the privacy of policyholder health and financial information. The parties understand that the Gramm-Leach-Bliley Act (and rules and regulations promulgated thereunder) and other state and federal privacy laws may obligate the parties to protect the privacy of certain claimant information that may be shared by the parties. Accordingly, the parties agree that they will comply with regulations promulgated by the appropriate Department(s) of Insurance relative to the privacy of consumer financial information and consumer health information that is shared by the parties, to the extent the parties have obligations thereunder.

Furthermore, the EMPLOYER shall keep all Confidential Information confidential and shall not, directly or indirectly, disclose such Confidential Information to any affiliate or third party, and agrees to hold BRENTWOOD's Confidential Information in strict confidence and will safeguard it in at least the same manner as a prudent businessperson would safeguard his own confidential and proprietary information. "Confidential Information" is defined for purposes of this paragraph as the terms and conditions of this agreement, as well as all other information concerning the internal processes or condition of BRENTWOOD whether in oral, written, electronic, graphic, or other format, including without limitation: (a) information regarding BRENTWOOD's, or BRENTWOOD's corporate affiliates, financial condition or performance, business operations, plans, strategies or techniques, products or services, pricing, past or current customer information, systems or system strategies, and marketing and distribution plans, methods or techniques; (b) any other information that is marked "confidential," "proprietary," or like words, or that is summarized in writing as being confidential prior to, or promptly after, disclosure to the other party; (c) any and all related research and data; (d) any and all designs, ideas, concepts, intelligence, engineering, techniques, processes, methodologies, and technology embodied in any of the foregoing; and (e) any administrative structure designed to facilitate or enhance the parties' relationship.

Confidential Information shall not include information which: (a) is or becomes generally available to the public other than as a result of disclosure by the EMPLOYER in violation of this Agreement; (b) was available to or already known by the EMPLOYER on a non-confidential basis prior to its disclosure by Disclosing Party; (c) is developed by the EMPLOYER independently of any information acquired from BRENTWOOD; or (d) becomes available to the EMPLOYER on a non-confidential basis from a source other than BRENTWOOD, provided that the EMPLOYER has no reason to know that such source is or may be bound by a confidentiality agreement with BRENTWOOD. Nothing herein shall prevent disclosures pursuant to a court order, subpoena, or other requirement of any governmental or regulatory authority, provided that the EMPLOYER promptly notifies BRENTWOOD of any such order or requirement and cooperates in an effort to obtain a protective order from the issuing court or governmental or regulatory authority limiting disclosure and use of the information.

The confidentiality obligations set out in this paragraph shall survive the termination of the business relationship between the parties and the termination of this Agreement.

The parties agree that impermissible disclosure or use of Confidential Information or other breach or violation of any of the provisions of this Agreement may cause irreparable harm to BRENTWOOD and that remedies at law may be inadequate to protect against breach of this Agreement. The parties hereto hereby agree in advance that BRENTWOOD shall have the right, in addition to all other available remedies, to injunctive relief without proof of actual damages in order to prevent such acts, attempts and violations.

O. **Force Majeure.** A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates below the parties' signatures, the agreement to be effective on the date above written.

City of Joplin, Missouri	**Brentwood Services Administrators, Inc.**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

Claims Services

In accordance with Section II of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the City of Joplin, Missouri [hereinafter the EMPLOYER] effective the 1st day of June, 2018.

BRENTWOOD shall provide to the EMPLOYER certain claims services necessary for the day to day servicing of (1) the workers' compensation and employer's liability claims, brought against the EMPLOYER by its employees, and (2) any property claims, automobile liability claims, public official/police professional liability claims, and general liability claims brought against the EMPLOYER.

The obligation to provide such services shall be limited to the EMPLOYER's claims that are (i) reported to BRENTWOOD by the EMPLOYER during the term of this agreement; or are (ii) old claims that have been serviced by a previous service company/third party administrator and which BRENTWOOD hereby agrees to assume servicing responsibility for as provided herein. The obligation is further limited to such claims as are properly within the competent jurisdiction of a court or administrative tribunal, and which are filed and pursued by the claimant, in the State of Missouri.

Furthermore, BRENTWOOD hereby agrees to assume servicing responsibility as provided herein for other states as and when requested by the EMPLOYER so long as the EMPLOYER is an authorized self-insurer in such other state (only applicable for workers' compensation), and (1) BRENTWOOD may lawfully perform service company/third party administrator services in that state for the line(s) requested, or (2) BRENTWOOD may lawfully subcontract with a subcontractor in that state and BRENTWOOD successfully negotiates a subcontract with a subcontractor for the line(s) requested.

In particular, for workers' compensation and employers' liability claims, BRENTWOOD shall:

1. service, review, investigate, adjust, process and/or resist workers' compensation and employer's liability claims presented against the EMPLOYER;

2. 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;

3. acknowledge to the EMPLOYER, in writing, the receipt of all such claims, on an agreed basis;

4. acknowledge to the EMPLOYER, in writing, all such claims that have been closed, on an agreed basis, such acknowledgement to contain the date the claim was closed and the amount paid;

5. acknowledge to the EMPLOYER, in writing and on an agreed basis, the receipt of all lawsuits, such acknowledgement to contain the name of the EMPLOYER's defense firm vendor assigned to the case and a copy of the complaint or bill filed. As litigation proceeds, BRENTWOOD shall keep the EMPLOYER apprised, to the extent reasonable, of the dates of discovery requests, depositions, conferences and trials;

6. provide a narrative report to the EMPLOYER on any such claims where the total incurred claim, inclusive of any reserves established, exceeds One Hundred Thousand Dollars ($100,000.00), on an agreed basis;

7. 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 EMPLOYER and its agents, servants, employees and officers upon request;

8. prepare, maintain and file any and all records and reports that may be required by any state regulatory agencies in connection with BRENTWOOD's handling of such claims, as instructed by the EMPLOYER;

9. coordinate the assignment of and/or provide utilization management services and case management services on claims requiring or needing, within BRENTWOOD's reasonable discretion and agreed to by EMPLOYER, such services. Charges for such services are allocated loss expense, and thus the EMPLOYER shall make payment for all such expenses in addition to the fees delineated in Exhibit B. BRENTWOOD may utilize the services, with prior approval of the EMPLOYER, of a subcontractor to perform all or a portion of such services, and the EMPLOYER understands and agrees that BRENTWOOD may be compensated for its administrative expense in connection with the provision of such services. Billing and payment shall occur at least monthly. If BRENTWOOD intends to provide utilization management and/or case management services for the EMPLOYER, then on or about the date this agreement is executed, BRENTWOOD will provide to the EMPLOYER a list of rates that will be charged for such services if and when requested by the EMPLOYER. The EMPLOYER may request and obtain, at any time, a list of current rates being charged for such utilization management services and case management services by BRENTWOOD. Notwithstanding the foregoing, the EMPLOYER may utilize its own vendor for the services (or a portion of the services) to be provided in this paragraph, in which case BRENTWOOD's duties and obligations to

provide the services (or portion of the services) contained in this paragraph shall cease;

10. provide medical provider bill review services at Six Dollars ($6.00) for each medical provider bill reviewed to reduce the bill 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 below the fee schedule or reasonable and customary amounts will be provided for a fee of Twenty-Five Percent (25%) of such savings. Furthermore, BRENTWOOD shall procure, on the EMPLOYER'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 the EMPLOYER, and providing an incentive for BRENTWOOD to locate service providers who obtain the maximum amount of savings off of the fee schedule or usual and customary charges, as applicable, the EMPLOYER shall pay to BRENTWOOD Twenty-Five Percent (25%) 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 the EMPLOYER shall make payment for all such expenses in addition to the fees delineated in Exhibit B. Billing and payment shall occur at least monthly. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such service with prior approval of the EMPLOYER, and the EMPLOYER understands and agrees that BRENTWOOD may be compensated for its administrative expense in connection with the provision of such services;

11. recommend panel physicians, as required or permitted by law, and assist in the implementation of the services such panel physicians provide;

12. investigate and determine subrogation possibilities and subsequent injury fund recovery possibilities, as appropriate. For all subrogation and subsequent injury fund recoveries, BRENTWOOD shall be entitled to Fifteen Percent (15%) of the recovery. Charges for all subrogation and subsequent injury fund recoveries are allocated loss expense, and thus the EMPLOYER shall make payment for all such charges in addition to the fees delineated in Exhibit B. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such service, with prior approval of the EMPLOYER, and the EMPLOYER understands and agrees that BRENTWOOD may be compensated for its administrative expense in connection with the provision of such services;

13. pay out of the EMPLOYER'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 agreement;

14. act as an agent for the EMPLOYER and report to the Centers for Medicare and Medicaid Services as required by Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, otherwise known as the Medicare Secondary Payor Provision, and rules promulgated thereunder, and otherwise assist the EMPLOYER, as the Responsible Reporting Entity, to comply with Section 111. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such service;

15. provide any information requested by any appropriate reinsurance and/or excess insurance carrier(s); and,

16. provide to such certified public accountants, attorneys or actuaries any claim cost information as may be reasonably directed by the EMPLOYER.

In particular, for property claims, automobile liability claims, public official/police professional liability claims, and general liability claims, BRENTWOOD shall:

1. service, review, investigate, adjust, process and/or resist, where appropriate, claims presented against the EMPLOYER, pursuant to any guidelines provided by the EMPLOYER to BRENTWOOD;

2. 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;

3. acknowledge to the EMPLOYER, in writing, the receipt of all such claims, on an agreed basis;

4. acknowledge to the EMPLOYER, in writing, all such claims that have been closed, on an agreed basis, such acknowledgement to contain the date the claim was closed and the amount paid;

5. prepare a loss report respecting all such claims with such information as the EMPLOYER may reasonably direct, and provide such report to the EMPLOYER on a reasonable, agreed upon basis;

6. acknowledge to the EMPLOYER, in writing, the receipt of all legal actions, such acknowledgement to contain the name of the defense firm and a copy of the complaint or bill filed. As litigation proceeds, BRENTWOOD shall keep the EMPLOYER reasonably apprised of the status of any litigation, including but not limited to the dates of discovery requests, depositions, conferences and trials; and be able to attend such;

7. provide a narrative report to the EMPLOYER on any such claims where the total incurred claim, inclusive of any reserves established, exceeds One Hundred Thousand Dollars ($100,000.00) on an agreed basis;

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 EMPLOYER and its agents, servants, employees and officers upon request;

9. prepare, maintain and file any and all records and reports that may be required by any state regulatory agencies in connection with BRENTWOOD's handling of such claims, as and when instructed by the EMPLOYER;

10. provide medical provider bill review services, if applicable. If there are savings achieved through the utilization of a preferred provider organization, then the EMPLOYER shall pay to BRENTWOOD a fee of Twenty-Five Percent (25%) of said preferred provider organization savings. No fee shall be due for savings resulting from a reduction of the medical provider's fee down from the billed amount to the fee schedule amount. All charges for such bill review services are allocated loss expense, and thus the EMPLOYER shall be billed and make payment for all such expenses in addition to the service fees delineated in Exhibit B. Billing and payment shall occur at least monthly. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such bill review, and, in such case, the EMPLOYER understands and agrees that BRENTWOOD will receive a portion of this fee for its administrative expense in connection with the provision of these services;

11. investigate and determine subrogation claim possibilities, as appropriate;

12. timely provide any information requested or required by any appropriate reinsurance and/or excess insurance carrier(s); and,

13. provide to such certified public accountants, attorneys or actuaries any claim cost information as may be reasonably directed by EMPLOYER.

The claims services provided by BRENTWOOD under this exhibit and this agreement shall be in accordance with any rules and regulations adopted by the EMPLOYER and provided to BRENTWOOD, 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 the EMPLOYER, all as consistent with applicable law.

EMPLOYER _____ Initial

BRENTWOOD _____ Initial

EXHIBIT B

Fee Schedule

In accordance with Section III of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the City of City of Joplin, Missouri [hereinafter the EMPLOYER] effective the 1st day of June, 2018.

A. **Claims Service Fee.** The EMPLOYER shall pay to BRENTWOOD a claims service fee according to the following schedule:

Workers' Compensation & Employer's Liability Claims:	
Indemnity, per claim:	$950.00
Medical Only, per claim:	$150.00
Incident Only, per incident:	$50.00
General Liability Claims, per claim:	$600.00
Property Claims, per claim:	$600.00
Automobile Liability Claims (with bodily injury), per claim:	$600.00
Automobile Liability Claims (prop. damage only) per claim:	$300.00
Public Officials/Police Prof. Liability Claims, per claim:	$600.00

Definition of "Claim"; Earning of Claims Service Fee. For purposes of calculating the number of claims, each injured worker with a reportable injury shall be considered a "claim", even if there are multiple workers injured as a result of the same occurrence. All per claim fees are completely earned when the claim is reported to BRENTWOOD.

Billing & Payment. BRENTWOOD shall bill the EMPLOYER on a quarterly basis for the claims service fees owed for the quarter based on actual claims reported to BRENTWOOD for handling. Payment shall be due thirty (30) days after the billing date.

B. **Online Access Fee.** For 24 hour, 7 days a week online (internet) access to BRENTWOOD's vender information system to review claims and loss history: **FREE OF CHARGE** for two (2) users; for each additional user, the EMPLOYER shall pay a fee to BRENTWOOD of Five Hundred Dollars ($500.00) per annum.

C. **CMS Reporting Fee.** In addition to all other fees delineated herein, the EMPLOYER shall pay to BRENTWOOD a CMS Reporting Fee of Five Thousand Dollars ($5000.00) per annum. The CMS Reporting Fee is earned pro-rata.

D. **One-Time Data Conversion Fee.** FREE OF CHARGE

E. System/Administration Fee. FREE OF CHARGE

F. Account Servicing Fee. FREE OF CHARGE

Miscellaneous. It is understood and agreed that nothing in this agreement shall be construed as prohibiting BRENTWOOD or any of its affiliates from receiving ordinary and reasonable commission(s) from any reinsurer and/or insurer(s) providing reinsurance and/or excess insurance or other insurance coverage(s) as shall be necessary and/or desired by the EMPLOYER; no such commission(s) shall be considered a setoff against the fees due under this agreement. It is further understood and agreed between BRENTWOOD and the EMPLOYER that the above fees contemplate BRENTWOOD providing the services described in this agreement only during the time that this agreement, or a renewal thereof, is in full force and effect.

Subrogation and/or Subsequent Injury Fund Recovery. As delineated in Exhibit A, for each subrogation and/or subsequent injury fund recovery, the EMPLOYER shall pay to BRENTWOOD a fee of fifteen percent (15%) of the net recovery. Such subrogation and/or subsequent injury fund recovery fees are an allocated loss expense in accordance with Exhibit D herein and, as such, shall be paid off of the claims file.

Medical Cost Containment Fees. It is understood and agreed that BRENTWOOD shall receive fees for bill review and PPO services, utilization review services, pharmaceutical bill review and PPO procurement services, durable medical equipment bill review and durable medical equipment PPO services, and medical cost containment services in addition to the fees delineated in this Exhibit. Those fees are more fully delineated in Exhibit A herein. Such medical cost containment fees are an allocated loss expense in accordance with Exhibit C herein and, as such, shall be paid off of the claims file.

Late Payment Penalty. Should any payment required herein not be received by BRENTWOOD within sixty (60) days of the above-delineated due dates, the EMPLOYER shall be charged and pay to BRENTWOOD a late fee of one percent (1%) per month or the maximum amount permitted by law, whichever is lower, of the amount not paid timely.

EMPLOYER _____ BRENTWOOD _____
Initial Initial

EXHIBIT C

Allocated Loss Expense

In accordance with Section III of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the City of Joplin, Missouri [hereinafter the EMPLOYER] effective the 1st day of June, 2018.

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

1. claims defense attorneys' fees and claims defense court reporter's fees;
2. claims defense court costs, court fees, and court expenses;
3. pre- and post-judgment interest paid as a result of litigation;
4. claims defense costs of depositions, including but not limited to transcript fees;
5. costs of obtaining copies of public records;
6. costs of obtaining copies of medical records;
7. claims defense fees for service of process;
8. claims defense witness fees and witness travel expenses;
9. claims defense expert fees and related expenses;
10. costs of independent medical examinations and/or evaluations for testimony at trial or to contest disputed facts;
11. medical cost containment services, including but not limited to utilization management services;
12. travel expenses incurred by BRENTWOOD at the request of the EMPLOYER, which must be pre-approved by the EMPLOYER;
13. bill review service costs;
14. 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;
15. costs and expenses of subrogation;
16. costs of operative, investigative and detective services;
17. costs associated with making any regulatory filings with the Centers for Medicare and Medicaid Services, including but not limited to filings in connection with the Medicare Secondary Payor provisions of the Social Security Act;
18. medical case management services; and,
19. 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 subrogation on behalf of the EMPLOYER, with prior approval of the EMPLOYER.

EMPLOYER _____
Initial

BRENTWOOD _____
Initial

EXHIBIT D

Electronically Accessible Information

In accordance with Section III of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the City of Joplin, Missouri [hereinafter the EMPLOYER] effective the 1st day of June, 2018.

WHEREAS, BRENTWOOD will provide the EMPLOYER electronic access to its claims information through the utilization of BRENTWOOD'S claims information software system (the "BRENTWOOD Claims System"); and,

WHEREAS, the EMPLOYER understands and agrees that irreparable harm would befall BRENTWOOD were said BRENTWOOD Claims System made accessible to competitors of BRENTWOOD or persons who could sell or give the BRENTWOOD Claims System to a competitor of BRENTWOOD's; and that furthermore there is intrinsic, monetary value in the BRENTWOOD Claims System; and,

WHEREAS, the EMPLOYER will have electronic access to information gathered during the investigation of present and prior years' insurance claims submitted by claimants through the BRENTWOOD Claims System; and,

WHEREAS, the EMPLOYER understands that this electronic access to information will likely include information that is confidential and private to the employee, the claimant, the EMPLOYER and/or BRENTWOOD, and which may be confidential or privileged pursuant to law; and,

WHEREAS, the EMPLOYER understands and agrees that the confidentiality of such information should be maintained and preserved to the greatest extent possible in order to protect the privacy and interests of its employees, claimants, itself and BRENTWOOD;

NOW THEREFORE, the EMPLOYER agrees, covenants and/or understands that:

1. all electronically stored information made accessible by BRENTWOOD to the EMPLOYER will not under any circumstances be revealed or released to any person or entity not directly in the decision making process of handling the claim to which the information refers; and,

2. it will comply with all laws and regulations relating to the privacy of information within the BRENTWOOD Claims System, including but not limited to the Gramm-Leach-Bliley Act and, to the extent applicable, the Health Information Portability and Accountability Act; and,

3. it will not directly or indirectly release or cause to be released the electronic information access codes (if made available to the EMPLOYER) or passwords of the BRENTWOOD Claims System to persons or entities, other than to those persons identified to BRENTWOOD by the EMPLOYER as persons who require access to such electronically stored information on the BRENTWOOD Claims System; and,

4. it will indemnify and hold harmless BRENTWOOD from any and all claims, losses, liability, costs, damages incurred as a result of any allegation, claim, or litigation arising out of a violation of this exhibit where the EMPLOYER's act or omission caused the loss to BRENTWOOD; and,

5. the BRENTWOOD Claims System is the property of, or is under license to, BRENTWOOD, and the release or review of such information would cause irreparable harm and damages to BRENTWOOD; and,

6. in addition to any legal damages to which BRENTWOOD may be entitled by virtue of a violation of this exhibit, BRENTWOOD shall also be entitled to relief in equity to enjoin a violation or a potential or threatened violation of this exhibit, or to require the EMPLOYER to specifically perform acts to remedy a violation of this exhibit, where the EMPLOYER's act or omission caused the need for BRENTWOOD to seek legal damages or equitable relief.

EMPLOYER _____ Initial

BRENTWOOD _____ Initial