

ADDENDUM
To the Products and Services Agreement
Between
OHIO BUREAU OF WORKERS' COMPENSATION
And
NATIONAL COUNCIL ON COMPENSATION INSURANCE

This is an Addendum for Extension of the Products and Services Agreement (the "Agreement") by and between the **National Council on Compensation Insurance, Inc.** (hereinafter referred to as "NCCI"), having offices at 901 Peninsula Corporate Circle, Boca Raton, Florida 33487 and the **State of Ohio, Bureau of Workers' Compensation** (hereinafter referred to as the "Bureau"), having offices at 30 W. Spring Street, Columbus, Ohio 43215-2256, entered into the day, month and year set out below.

Whereas, the Bureau is required by Ohio Revised Code 4123.29(A)(1) to "classify occupations or industries with respect to their degree of hazard and determine the risks of the different classes according to the categories the National Council on Compensation Insurance establishes that are applicable to employers in this state;"

Whereas, the Bureau and NCCI entered into a Products and Services Agreement effective July 1, 2007 whereby NCCI granted the Bureau a license for the use of NCCI's manual classification rating system, Section 6(g) of the Agreement provides for extensions of that Agreement; and

Whereas, the Bureau and NCCI wish to extend the Agreement granting the Bureau a license for the use of NCCI's manual classification rating system through Fiscal Year 2025, ending June 30, 2025;

Now, therefore, the parties mutually agree to the following provisions:

TERM: The Agreement granting the Bureau a license for the use of NCCI's manual classification rating system, shall be extended for an additional two-year period commencing on July 1, 2023 and continuing to June 30, 2025.

AMOUNT AND METHOD OF PAYMENT: The Bureau, in consideration of NCCI's promise to perform services in accordance with the terms of this Agreement, agrees and promises to pay NCCI as follows:

For Fiscal Year 2024, commencing on July 1, 2023 and ending June 30, 2024, the amount of two hundred seven thousand, five hundred eighty-one dollars (\$207,581.00) along with the consulting fee of ten thousand, five hundred dollars (\$10,500.00) for an annual total of two hundred eighteen thousand, eighty-one dollars (\$218,081.00).

For Fiscal Year 2025, commencing on July 1, 2024 and ending June 30, 2025, the amount of two hundred seventeen thousand, nine hundred sixty dollars (\$217,960.00) along with the consulting fee of ten thousand, five hundred dollars (\$10,500.00) for an annual total of two hundred twenty-eight thousand, four hundred sixty dollars (\$228,460.00).

Notwithstanding any provision to the contract, total charges shall not exceed the amount of four hundred forty-six thousand, five hundred forty-one dollars (\$446,541.00), unless additional sums are agreed to in writing.

The Bureau shall use its best efforts to pay NCCI within thirty (30) days upon receipt of NCCI's properly submitted invoice. Failure to pay NCCI promptly within thirty (30) days entitles NCCI only to interest on the amount due and payable at the rate allowed by law in accordance with the provisions of Ohio Revised Code Section 126.30. Failure to promptly pay within thirty (30) days shall not be deemed to constitute default on the part of the Bureau.

CONDITIONS PRECEDENT: It is expressly understood and agreed that approval of this Agreement by the Office of Budget & Management, pursuant to Ohio Revised Code Section 126.07, and that certification of the availability of funds sufficient to meet the obligation proposed to be incurred hereunder, shall be conditions precedent to the creation of any obligation under this Agreement. The Bureau shall send NCCI prompt written notice of the satisfaction of such conditions and NCCI shall have no obligation hereunder until such notice is received. It is further agreed that the approval for expenditure of funds pursuant to this Agreement shall be obtained from the Ohio State Controlling Board, if applicable.

None of the duties or obligations in this Agreement are binding on the State, and the Supplier will not begin performance on this Agreement, until such conditions are satisfied and the Bureau issues an official State of Ohio Purchase Order (P.O.) and the P.O. is received by the Supplier. Any terms or conditions in the Agreement that are prohibited by O.R.C. 9.27 are void ab initio and unenforceable.

Notwithstanding any other terms, because state appropriations expire on June 30 of every odd-numbered year, the duty of the Bureau to make payments must also expire on June 30 of every odd-numbered year and continuation thereafter is conditioned upon renewal to continue the contract into the next biennium budget period. All provisions of the contract are subject to appropriation and terminate, unless renewed, at the end of the State of Ohio biennium budget period, to wit: the 30th day of June of each odd-numbered year.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: NCCI will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, for any amount of \$5,000.00 or more, an Affirmative Action Program Verification Form must be submitted to the Ohio Department of Development to comply with the Ohio affirmative action requirements. More information regarding the Affirmative Action Verification Form requirement for goods and services contracts can be found at the following web site:

<https://development.ohio.gov/business/construction-compliance#AffirmativeActionProgramVerificationGoodsandServices>

The State encourages NCCI to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

CONFLICTS OF INTEREST: NCCI affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, NCCI affirms that a person who is or may become an agent of NCCI, not having such interest upon execution of this Contract shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract.

NCCI agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Bureau or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

OHIO ELECTIONS LAW: NCCI hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

INDEPENDENT CONTRACTOR RELATIONSHIP: It is mutually understood and agreed that the Recipient is at all times acting as an Independent Contractor in performing services under this Agreement and shall not be considered a public employee for the purpose of Ohio Public Employees Retirement System (OPERS) benefits. Recipient shall be responsible for compliance with all laws, rules, regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. The persons provided by the Recipient shall be solely the Recipient's employees and shall not be considered public employees for the purpose of OPERS benefits, or employees of the Bureau. The Recipient shall be responsible for payment of federal, state, and municipal taxes and costs such as social security, unemployment, workers' compensation, disability insurance, and federal and state withholding with respect to its employees.

PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES:

No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the [Contractor/Subcontractor Affirmation and Disclosure Form](#) affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

UNRESOLVED FINDINGS FOR RECOVERY: NCCI warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State within the meaning of Ohio Revised Code Section 9.24 or that it has taken the appropriate remedial steps required

under Section 9.24 or otherwise qualifies under that section. If it is discovered after the contract has been awarded that NCCI was subject to an unresolved finding for recovery on the date the contract was awarded, the contract will be declared "void ab initio," and the Bureau will not pay for any services rendered or goods delivered under the contract.

DEBARMENT: NCCI represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code Section 153.02 or Ohio Revised Code Section 125.25. If this representation and warranty is found to be false, this Agreement will be declared "void ab initio" and NCCI shall immediately repay to the Bureau any funds paid under this Agreement.

BOYCOTTING: Pursuant to Ohio Revised Code 9.76(B) Supplier warrants that Supplier is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

ORDER OF PRIORITIES: The parties mutually agree that if any provisions in this Addendum for Extension of the Agreement are in conflict and cannot be reconciled with any provisions of any prior extension or any provisions of the Agreement between the Bureau and NCCI granting the Bureau a license for the use of NCCI's manual classification rating system effective July 1, 2007, the terms and conditions of which are incorporated as if fully re-written herein, the provisions of this Addendum shall control.

**NATIONAL COUNCIL ON
COMPENSATION INSURANCE, INC.**

**STATE OF OHIO, BUREAU OF
WORKERS' COMPENSATION**

TAX I.D. _____

Signature

**John Logue
Administrator/CEO**

Name

Title

Date

Date

NCCI OBWC Addendum 03.16.2023
Risk