# POOLED WORKERS' COMPENSATION PROGRAM MEMORANDUM OF COVERAGE FOR THE 2024/2025 PROGRAM YEAR

## FIRE RISK MANAGEMENT SERVICES (FRMS)

#### **WORKERS' COMPENSATION COVERAGE**

#### **DECLARATIONS**

#### FRMS FORM 2024-1-WC

1. **NAMED COVERED MEMBER**: Fire Risk Management Services, et al

As per Endorsement No. 1

1750 Creekside Oaks Drive, Suite 200

Sacramento, CA 95833

2. **TERM:** 

Inception: 12:01 a.m. Pacific Standard Time on July 1, 2024 Expiration: 12:01 a.m. Pacific Standard Time on July 1, 2025

3. **LIMITS OF LIABILITY**:

Workers' Compensation \$750,000 any one occurrence Employer's Liability \$750,000 any one occurrence

4. **ENDORSEMENTS**: Endorsement No. 1. Covered Party—additional Named

**Covered Parties** 

FORMING PART OF THE COVERAGE AT

INCEPTION

Endorsement No. 2. Form 2024-1-WC-Memorandum of

Coverage

ON BEHALF OF FIRE RISK MANAGEMENT SERVICES

**AUTHORIZED REPRESENTATIVE** 

#### FIRE RISK MANAGEMENT SERVICES (FRMS)

#### **MEMORANDUM OF COVERAGE**

#### **WORKERS' COMPENSATION COVERAGE**

#### **ENDORSEMENT NO. 1 – Covered Party – Additional Named Covered Parties**

The named Covered Party on the Declarations Page shall include, in addition to the named Covered Party shown in item #1 of the Declarations, the following named Covered Party:

Adin Fire Protection District
Alta Fire Protection District
Amador Fire Protection District
American Canyon Fire Protection District
Anderson Fire Protection District
Arbuckle-College City Fire Protection District
Bald Mountain Fire Protection District
Big Valley Fire Protection District
Bolinas Fire Protection District
Bridgeport Fire Protection District
Burbank-Paradise Fire Protection District
Cachagua Fire Protection District
Canby Volunteer Fire Department
Carlotta Community Services District
Carmel Highlands Fire Protection District
Castella Fire Protection District
Cazadero Community Services District
Cedarville Fire Protection District
Central Calaveras Fire and Rescue Protection District
Chalfant Valley Fire Department Community Service District
Clements Rural Fire Protection District
Cloverdale Fire Protection District
Coastside Fire Protection District
Collegeville Fire Protection District
Copperopolis Fire Protection District
Cordelia Fire Protection District
Cottonwood Fire Protection District
Covelo Fire Protection District
Crescent Mills Fire Protection District
Cypress Fire Protection District
Daggett Community Services District
Davis Creek Fire Protection District

Danair Fire Protection District
Denair Fire Protection District
Diamond Springs/El Dorado Fire Protection District
Douglas City Community Services District
Doyle Fire Protection District
Eastern Plumas Rural Fire Protection District
El Dorado County Fire Protection District
Escalon Consolidated Fire District
Fairview Fire Protection District
Farmington Rural Fire Protection District
Ferndale Fire Protection District
Foresthill Fire Protection District
Fort Bidwell Fire District
Fort Bragg Fire Protection Authority
Fort Dick Fire Protection District
French Camp-McKinley Rural Fire Protection District
Fresno County Fire Protection District
Garberville Fire Protection District
Gasquet Fire Protection District
Gazelle Fire Protection District
Georgetown Fire District
Gold Ridge Fire Protection District
Graeagle Fire Protection District
Graton Fire Protection District
Happy Valley Fire Protection District
Hayfork Fire Protection District
Huntington Lake Volunteer Fire Department
Hyampom Community Services District
Independence Fire Protection District
Indian Valley Community Services District
Janesville Fire Protection District
Junction City Fire Protection District
June Lake Fire Protection District
Kanawha Fire Protection District
Kelseyville Fire Protection District
Kentfield Fire Protection District
Kenwood Fire Protection District
Keyes Fire Protection District
Klamath Fire Protection District
Lake City Volunteer Fire Department
Lake County Fire Protection District
Lake Forest Fire Protection District
Lathrop-Manteca Fire Protection District
Lee Vining Fire Protection District
Leggett Valley Fire Protection District

Liberty Rural County Fire Protection District Linden-Peters Rural Fire Protection District Little Lake Fire Protection District Lockwood Fire Protection District Loma Rica/Browns Valley Community Services District Lone Pine Fire Department Long Valley Community Services District Lookout Fire Protection District Mammoth Lakes Fire Protection District Meadow Valley Fire Protection District Meeks Bay Fire Protection District Milford Fire District Millville Fire Protection District Mokelumne Hill Fire Protection District Mokelumne Rural County Fire Protection District Mono City Volunteer Fire Protection District Monte Rio Fire Protection District Monterey County Regional Fire District Moraga-Orinda Fire Protection District Mosquito Fire Protection District Mountain Gate Community Services District Mountain Valley Fire Department Mountain View Fire Protection District Murphys Fire Protection District **Newberry Community Services District** Newcastle Fire Protection District North County Fire Protection District North San Juan Fire Protection District North Sonoma Coast Fire Protection District North Tahoe Fire Protection District Northern Sonoma County Fire Protection District **Novato Fire Protection District** Occidental Community Services District Olancha Community Service District Ophir Hill Fire Protection District **Orange Cove Fire Protection District** Paradise Fire Protection District Peardale-Chicago Park Fire Protection District

Peninsula Community Services District

(As respects fire safety service volunteers only (previously Samoa-Peninsula Fire Protection District). No coverage under this Memorandum is afforded to non-fire safety service volunteers of the Peninsula Community Services District).

Penryn Fire Protection District

Petrolia Fire Protection District

Diamagn Fine Dueto stien Dietwiet
Pioneer Fire Protection District
Plumas Eureka Community Services District
Post Mountain Public Utility District
Prattville-Almanor Fire Protection District
Princeton County Fire Protection District
Quincy Fire Protection District
Rescue Fire Protection District
Rio Dell Fire Protection District
Ripon Consolidated Fire District
Rodeo-Hercules Fire Protection District
Ross Valley Fire Department
Sacramento River Fire Protection District of Colusa County
Salida Fire Protection District
Salyer Community Service District
Santa Margarita Fire Protection District
Schell-Vista Fire Protection District
Scott Valley Fire Protection District
Shasta Lake Fire Protection District
Shaver Lake Volunteer Fire Department
Sierra City Volunteer Fire Protection District
Sierra Valley Fire Protection District
Smith River Fire Protection District
Sonoma County Fire District
Sonoma Valley Fire District
South Lake County Fire Protection District
South Monterey County Fire Protection District
South Placer Fire Protection District
Southern Inyo Fire Protection District
Southern Marin Fire Protection District
Southern Trinity Volunteer Fire Department
Spalding Community Service District
Standish-Litchfield Fire District
Stanislaus Consolidated Fire Protection District
Stones-Bengard Community Service District
Suisun Fire Protection District
Susan River Fire Protection District
Sutter Basin Fire District
Sutter Creek Fire Protection District
Telegraph Ridge Fire Protection District
Thornton Rural County Fire Protection District
Tiburon Fire Protection District
Timber Cove Fire Protection District
Turlock Rural Fire Protection District
Vacaville Fire Protection District

Valley Center Fire Protection District
Walnut Grove Fire Protection District
Waterloo-Morada Rural County Fire Protection District
West Almanor Community Services District
West Point Fire Protection District
West Stanislaus County Fire Protection District
Westport Fire Protection District
Westport Volunteer Fire Department
Wheeler Crest Fire Protection District
Whitethorn Fire Protection District
Willow Ranch Fire District
Woodbridge Rural Fire Protection District
Woodland Avenue Fire Protection District

Attached to and forming part of FRMS FORM 2024-1-WC

Effective Date: July 1, 2024 AUTHORIZED REPRESENTATIVE

### FIRE RISK MANAGEMENT SERVICES (FRMS)

#### **Endorsement No. 2 – Memorandum of Coverage**

# Pooled Workers' Compensation Program Memorandum of Coverage FRMS FORM 2024-1-WC

The Fire Risk Management Services, a joint powers authority ("Authority"), in consideration for the payment of assessments and contributions, and subject to all terms of this Memorandum, does hereby agree to provide coverage to the Covered Parties named in Endorsement No. 1 of the Declarations Page subject to the terms and conditions set forth in the Memorandum:

#### **GENERAL SECTION**

#### A. THE MEMORANDUM

This Memorandum attached to the Declarations Page and any and all endorsements issued at, or subsequent to, inception of the coverage as defined in the Declarations Page shall define the coverage provided to the Covered Parties.

#### B. TERM

This Memorandum is effective at 12:01 a.m. on the date stated in Item 2 of the Declaration Page, and expires at 12:01 a.m. on the date specified in Item 2 of the Declarations Page.

#### C. COVERED PARTY

The member, as defined in the Authority's Agreement, and named in, or incorporated by endorsement into, the Declarations Page is a Covered Party. If a Covered Party loses its status as "Member" of the Authority, the coverage under this Memorandum of Coverage shall terminate immediately upon such change in status.

#### D. WORKERS' COMPENSATION ACT

Workers' Compensation Act means Divisions 4 and 5 of the California Labor Code and shall also include any separate occupational disease act, but shall not include the non-occupational disability benefit provisions of any such act. It does not include any federal workers' compensation law, any federal occupational disease law, the workers' compensation law of any state other than California, or the provisions of any law that provides non-occupational disability benefits.

#### E. STATE

State means any state of the United States of America and the District of Columbia.

#### F. QUALIFIED SELF-INSURER

Each Covered Party represents that it is a duly qualified self-insurer under the Workers' Compensation Act of the State of California and will continue to maintain such qualifications during the term this Memorandum is in effect. If the Covered Party should fail to qualify or fail to maintain such qualifications, the coverage provided under this Memorandum shall automatically terminate the first date of such failure.

#### PART ONE - WORKERS' COMPENSATION COVERAGE

#### A. COVERAGE

The Authority will pay Loss for which the Covered Party becomes liable under the Workers' Compensation Act to which this coverage applies, provided that such liability is due to Bodily Injury or Occupational Disease to an Employee caused by an Occurrence during the Coverage Period, provided that:

- 1. Injury must take place during the coverage period; and
- 2. Illness by disease must be caused or aggravated by the conditions of employment by the Covered Party and the employee's last day of exposure to the conditions causing or aggravating such injury by disease must occur during the coverage period.

The Authority will not pay more than the Limit of Liability stated in Item 3 of the Declarations page and further defined under Part Four of this Memorandum.

#### B. DEFENSE

The Authority has the right and duty to defend any claim, proceeding or suit against the Covered Party for liabilities payable by this coverage. The Authority has the right to investigate and settle these claims, proceedings or suits. The Authority will pay expenses of defense, including court costs, interest upon awards or judgments, and allocated investigation, adjustment and legal expenses, but shall not pay salaries paid to employees of the Covered Party, nor fees and retainers paid to any service organization. The Authority has no duty to defend any claim, proceeding or suit after the Authority has paid applicable limit of liability for this coverage.

The Authority shall provide for the defense of, but will not indemnify for, serious and willful misconduct pursuant to Labor Code 4553, or discrimination or any other actions pursuant to Labor Code 132a brought before the Workers' Compensation Appeals Board (WCAB). The Authority's duty to defend such claims shall cease upon the resolution of the underlying claim for disability.

#### C. PAYMENTS THE MEMBER MUST MAKE

The Authority is not responsible for any payments in excess of benefits regularly provided by the Workers' Compensation Act including those imposed on the Covered Party because:

- Of the Covered Party's serious and willful misconduct (except as stated herein above);
- 2. The Covered Party knowingly employs an Employee in violation of law;
- 3. The Covered Party fails to comply with a health or safety law or regulation;
- 4. The Covered Party discharges, coerces, or otherwise discriminates against any Employee in violation of the Workers' Compensation Act; or
- 5. The Covered Party violates or fails to comply with any Workers' Compensation Law or regulation.
- 6. An Employee elects to pursue benefits or file a claim under the laws of any State other than California.

If the Authority makes any payments in excess of the benefits regularly provided by the Workers' Compensation Act on the Covered Party's behalf, the Covered Party shall reimburse the Authority promptly.

#### PART TWO - EMPLOYER'S LIABILITY COVERAGE

#### A. COVERAGE

The Authority will pay on behalf of the Covered Party Loss because of Bodily Injury or Occupational Disease to an Employee arising out of and in the course of employment caused by an Occurrence during the coverage period, up to the Authority's Limit of Liability stated in Item 3 of the Declarations Page.

#### B. DEFENSE

The Authority has the right and duty to defend any claim, proceeding or suit against the Covered Party for damages payable by this coverage. The Authority has the right to investigate and settle these claims, proceedings or suits. The Authority will pay expenses of defense, including court costs, interest upon awards or judgments, and allocated investigation, adjustment and legal expenses, but shall not pay salaries paid to employees of the Covered Party, nor fees and retainers paid to any service organization. The Authority has no duty to defend any claim, proceeding or suit after the Authority has paid applicable limit of liability for this coverage.

#### **PART THREE – EXCLUSIONS**

This Memorandum of Coverage shall not apply to:

- A. any liability imposed by the Workers' Compensation Act because of injury, illness or disease to prisoners or inmates who receive compensation from an entity, other than the Covered Party, for the work performed except for liability imposed by the Workers' Compensation Act because of injury, illness or disease to participants of a work release program or other community service program established by a county of the State of California;
- **B.** any liability imposed upon the Covered Party by Section 4850 of the California Labor Code, except to the extent that the Covered Party or the Authority would be obligated to pay temporary disability benefits if Labor Code Section 4850 did not apply;
- **C.** any liability imposed by the Workers' Compensation Act providing coverage for Employees below eighteen years of age; and
- **D.** additionally, the Employer's Liability Coverage herein does not apply to:
  - 1. any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
  - 2. injury, illness or disease intentionally caused or aggravated or caused at the direction of the Covered Party;
  - 3. any liability assumed by contract;
  - 4. punitive or exemplary damages, fines, penalties, or other amounts awarded in addition to compensatory damages;
  - 5. liability arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against, or termination of any employee, or any personnel practices, policies, acts or omissions.
- **E.** any injury, illness or disease to an Employee while employed in violation of law with the actual knowledge of the Covered Party;
- **F.** Liability imposed by Labor Code Section 4856.
- **G.** Liability for claims by or on behalf of a Member's Employee who has relocated to a State other than California and whose claim is pursued in a jurisdiction other than California.

#### PART FOUR - THE COVERED PARTY'S RETENTION AND AUTHORITY'S LIMIT OF LIABILITY

#### A. LIMIT OF COVERAGE BY AUTHORITY

Payment under Part One, including court costs, interest upon awards or judgments, and allocated investigation, adjustment and legal expenses) will not exceed the Limits of Liability for Workers' Compensation stated in Item 3 of the Declaration Page for any one (1) Occurrence.

Payment for Employer's Liability under Part Two, including costs of defense, will not exceed the Limits of Liability for employers' liability stated in Item 3 of the Declaration Page for any one (1) Occurrence.

#### B. HOW THE LIMIT OF COVERAGE APPLIES

The Authority's Limit of Coverage stated in Item 3 of the Declaration Page applies to claims covered under the Workers' Compensation coverage or Employer's Liability coverage as follows:

- 1. All Bodily Injury sustained or alleged by one or more Employees, as a result of any one disaster, accident, or event, or series of disasters, accidents, or events, and is traceable to the same single disaster, accident or event, or series of disasters, accidents, or events, shall be deemed to arise from a single Occurrence, but any one Occurrence shall be limited to no more than seven calendar days such that each individual Employee claimant's date of injury must fall within the seven calendar day period. The Authority will defer to the Authority's excess coverage provider (PRISM) as to the date when any such seven calendar day period begins, provided that it is not earlier than the date and time of the first recorded Employee claimant's date of injury, and provided that no two periods overlap. Should this Memorandum expire or terminate while an occurrence covered hereunder is in progress, the Authority will be responsible for its portion of loss arising from such Occurrence under this Memorandum through the conclusion of the seven calendar day period, even if such period extends beyond the term of this Memorandum, subject to the terms and conditions hereof, provided that no amount of loss for the same Occurrence shall be claimed against any renewal or replacement of this Memorandum, and provided that the Covered Party has continued coverage with the Authority during the subsequent coverage period.
- Occupational Disease sustained or alleged by each Employee shall be deemed to arise from a separate Occurrence, and the Occurrence shall be deemed to take place on the last day of the last exposure, in the employment of the Covered Party, to conditions causing or aggravating the disease OR the date upon which the Employee first suffered disability and either knew, or in the exercise of reasonable diligence should have known, that such disability was caused by his or her employment with the Covered Party, whichever comes first.

The inclusion of more than one (1) legal entity as a Covered Party will not increase the Authority's Limit of Coverage.

#### **PART FIVE - CONDITIONS**

#### A. NOTICE OF ACCIDENT

- 1. The Covered Party shall immediately, within the reporting requirements of the State of California, give prompt written notice to the Authority if a claim for an injury, illness or disease occurs appears to involve coverage by the Authority.
- 2. Notice of injury, illness or disease given to the Authority shall contain complete details on the injury, illness or disease. If a suit, claim, or other proceeding is commenced which appears to involve coverage by the Authority, the Covered Party shall give the Authority:
  - a) all notices and legal papers related to the claim, proceeding, or suit, or copies of these notices and legal papers;
  - b) copies of reports on investigations made by the Covered Party on such claims, proceedings, or suits.
- 3. If written notice is not provided by the Covered Party to the Authority within thirty (30) calendar days of knowledge of such claim, coverage will not be provided under this Memorandum of Coverage.

#### B. SUBROGATION - RECOVERY FROM OTHERS

The Authority has the Covered Party's rights, and the rights of persons entitled to compensation benefits from the Covered Party, to recover the Authority's loss from any third person liable for the injury, illness or disease.

The Covered Party shall not take any action after injury or disease that would jeopardize the Authority's right of recovery.

Any subrogation recovery by the Authority, after deducting the Authority's recovery expenses, will first be used to reduce the Authority's loss. The balance, if any, will be disbursed to the Covered Party.

#### C. MEMORANDUM CONFORMS TO LAW

If terms of this Memorandum are in conflict with any laws applicable to this Memorandum, the Authority's Agreement, the Authority's Bylaws, or the Authority's Pooled Workers' Compensation Program Master Plan Document, this section amends this Memorandum to conform to such law or document.

#### **PART SIX – DEFINITIONS**

The term:

- 1. "Accident" means an accident or occurrence or series of accidents or occurrences arising out of any one event.
- 2. "Bodily Injury" shall have the meaning as provided by the applicable Workers' Compensation Act, and include death resulting there from, but shall not include Occupational Disease;
- 3. "Claim Expense" shall include court costs, interest upon awards and judgments, and investigation, adjustment, and legal expenses that are actually paid by the Covered Party as it pertains to the loss. However, the term "claim expenses" shall not include, salaries paid to employees of the Covered Party, nor shall it include fees and retainers paid to the Covered Party's service organizations;
- 4. "Covered Party" shall mean the entity named in, or incorporated into, the Declarations;
- 5. "Employee" shall mean the same as provided under the Workers' Compensation Act;
- 6. "Occupational Disease" means disease (including communicable disease), illness, and cumulative trauma, including death resulting from any of these, that are compensable under the Workers' Compensation Act.
- 7. "Occurrence" means Bodily Injury or Occupational Disease arising out of and in the course of employment. Bodily Injury sustained by one or more "employees", as a result of any one disaster, accident, or event, or series of disasters, accidents, or events, and is traceable to the same single disaster, accident or event, or series of disasters, accidents, or events, shall be deemed to arise from a single Occurrence, but any one Occurrence shall be limited to no more than seven calendar days such that each individual employee claimant's date of injury must fall within the seven calendar day period. The Authority will defer to PRISM as to the date when any such seven-calendar-day period begins, provided that it is not earlier than the date and time of the first recorded employee claimant's date of injury, and provided that no two periods overlap. Should this Memorandum expire or terminate while an Occurrence covered hereunder is in progress, the Authority will be responsible for its portion of loss arising from such Occurrence under this Memorandum through the conclusion of the seven calendar day period, even if such period extends beyond the term of this Memorandum, subject to the terms and conditions hereof, provided that no amount of loss for the same Occurrence shall be claimed against any renewal or replacement of this Memorandum. Occupational Disease sustained by each employee shall be deemed to arise from a separate Occurrence, and the Occurrence shall be deemed to take place on the last day of the last exposure, in the employment of the Covered Party, to conditions causing or aggravating the disease or the date upon which the employee first suffered disability and either knew, or in the exercise of reasonable diligence should have known, that such disability was caused by employment with the Covered Party, whichever comes first.
- 8. "Loss" shall mean only such amounts as actually paid on behalf of the Covered Party, applicable under the Workers' Compensation Act, in settlement of claims, or in satisfaction of awards or judgments for liabilities imposed by the Workers' Compensation Act or other law for Bodily Injury or Occupational Disease to an employee. Also, Loss shall include "claims

expense" payable under Part One and the costs of defense payable under Part Two.

Notwithstanding the foregoing, Loss does not include any amounts paid by the Covered Party as benefits, or in payment of amounts imposed upon the Covered Party by law, deriving solely from any covered party's enactment, resolution, or other act establishing a presumption of work-related illness or injury or any other expansion of benefits beyond those prescribed by the applicable Workers' Compensation Act. Despite any such enactment, resolution, or act, the Covered Parties shall retain the burden of establishing Loss within the Memorandum of Coverage.

#### PART SEVEN – PREMIUM

#### A. DEPOSIT CONTRIBUTION

The Covered Party shall pay contributions and assessments as required by the Authority's Bylaws and other governing documents.

#### B. RECORDS

The Covered Party will keep records of information needed to compute contributions. The Covered Party will provide the Authority with copies of those records upon the Authority's request.

#### C. FINANCIAL AUDIT

The Covered Party will allow the Authority to examine and audit all of the Covered Party's records that relate to this Memorandum. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and computer programs for storing and retrieving data. The Authority may conduct the audits during regular business hours during the program year and within three (3) years after the program year ends. Information developed by audit will be used to determine final premium.

#### **PART EIGHT – CONDITIONS**

#### A. ACCEPTANCE

By acceptance of this Memorandum, the Covered Party agrees that the statements made on the Declarations Page are the Covered Party's agreements and representations, that this Memorandum is issued in reliance upon the truth of such representations, and that this Memorandum embodies all agreements existing between the Covered Party and the Authority or any of the Authority's agents relating to this coverage.

#### B. CANCELLATION

The Covered Party may not withdraw from this Memorandum during the program year.

#### C. INSPECTION

The Authority has the right, but is not obligated, to inspect the Covered Party's workplaces at any time. The Authority's inspections are not safety inspections. They relate only to the insurability of the workplaces and premiums to be charged. The Authority may give the Covered Party reports on the conditions the Authority finds. The Authority may recommend changes. While they may help reduce losses, the Authority does not undertake to perform the duty of any person to provide for the health or safety of the Covered Party's employees or the public. The Authority does not warrant that the Covered Party's workplaces are safe or healthful or that they comply with law, regulations, codes, or standards.

#### D. TRANSFER OF THE COVERED PARTY'S RIGHTS AND DUTIES

The Covered Party's rights and duties under this Memorandum may not be transferred without the Authority's written consent.

#### E. ARBITRATION

Final decisions by the Authority concerning a claim (including, but not limited to, decisions regarding claim resolution, negotiation, investigation, defense, appeal or settlement, and decisions about whether coverage exists for a particular claim or part of a claim) shall be made by the Board of Directors of the Authority or its designee. The Authority and Covered Parties may agree to submit any dispute arising from such decisions to binding arbitration if mutually agreeable by all disputing parties.

Arbitration shall be conducted pursuant to the California Code of Civil Procedure, Title 9 (commencing with Section 1280). The parties may agree upon a single arbitrator, in which case arbitration shall be conducted by that single arbitrator. If the parties cannot agree upon a single arbitrator, arbitration shall be conducted by a three-person panel. The Covered Party or Parties shall select one (1) arbitrator and the Authority shall select one (1) arbitrator, and the two (2) arbitrators shall select a third (3<sup>rd</sup>) arbitrator upon mutual agreement. No arbitrator shall be employed or affiliated with the Authority or the Covered Party.

The selection of arbitrators shall take place within twenty (20) calendar days from the receipt of the request for arbitration.

If a single arbitrator is used, each party shall bear one-half (1/2) of the cost of the arbitrator. In three (3) arbitrator cases, each party shall bear the cost of its selected arbitrator and one-half (1/2) of the third  $(3^{rd})$  selected arbitrator. In addition, each party shall be responsible for its own costs and expenses of arbitration.

#### Attached to and forming part of FRMS FORM 2024-1-WC

Effective Date: July 1, 2024 AUTHORIZED REPRESENTATIVE