

# › Workers' Compensation Private Employer Group Rating Plan Participation Agreement

The undersigned Sponsoring Organization (Plan Administrator) and the undersigned Employer (Employer) agree that the Plan Administrator, pursuant to Section 4123.29 of the Ohio Revised Code, has established a group of employers for workers' compensation premium rating purposes ("Plan"); and the Employer desires to participate in the Plan subject to the following terms and conditions:

- 1. Purpose and Eligibility.** The purpose of the Plan is to achieve all reductions in workers' compensation premium rates which are reasonably available to employers in the Plan. While it is the intention of the Plan Administrator to accept as many applicants as possible for inclusion in the Plan, such acceptance is not only subject to legal and regulatory requirements, but must also be consistent with achieving and maintaining a favorable experience record for the Plan. For this reason, the Plan Administrator retains the right at all times to decide which employers are eligible to participate in the Plan. All decisions with respect to who may participate and with respect to the administration of the Plan shall be made by the Plan Administrator and the designated authorized service representative for the Plan. All decisions of the Plan Administrator shall be final. Participation in the Plan in any prior year does not automatically qualify an Employer for participation in the Plan for this particular or any subsequent Plan Year. Plan Administrator may establish criteria for new applicants to the Plan different from criteria for employers continuing in the Plan.
- 2. Participation Fee.** Employer shall pay a participation fee when billed. The participation fee is subject to change during subsequent renewals of this Agreement. The first billing received by an Employer who is a new participant in the Plan may include a one-time set up fee.
- 3. Payment of Premiums.** Payment of workers' compensation premiums is the responsibility of each Employer in the Plan. Neither the Plan Administrator nor its authorized service representative is required to pay any workers' compensation premiums for or on behalf of any employer in the Plan. Employer shall pay all workers' compensation premiums attributable to it. Employer agrees to hold Plan Administrator and the authorized service representative

harmless from and shall indemnify the Plan Administrator and the service representative for any workers' compensation premiums due on behalf of Employer. Employer understands that this Plan is being formed to attempt to obtain savings on workers' compensation premiums for Employer, however, there is no guarantee that a savings for Employer will be realized. Past performance is no guarantee that there will be similar savings in the future. Rate reduction under this Participation Agreement, if any, shall begin to be realized with the reporting of payroll to BWC for the period beginning July 1 of the year this Agreement is effective.

4. **Service Representative.** Plan Administrator has designated CareWorks Comp to be the authorized service representative for representation of the Plan before the BWC and the Industrial Commission in any and all risk related matters pertaining to participation in the workers' compensation fund. Employer understands and agrees that CareWorks Comp is performing its services for Employer as an independent contractor and not as an agent of Plan Administrator. Employer agrees to sign whatever documents or authorization cards may be necessary in order to qualify CareWorks Comp or other representative designated by Plan Administrator to act as the representative of the Plan. Plan Administrator may for any reason change the authorized representative for the Plan at any time.
5. **Services Provided.**
  - a. CareWorks Comp shall provide the necessary representation services to properly qualify applicants for the Plan in accordance with BWC rules. CareWorks Comp will provide Employer with full service account and claims administration services and other services deemed necessary and important to servicing the Plan and Employers of the Plan as a whole. CareWorks Comp will represent Employer in all risk, payroll and claims related matters before the BWC.
  - b. Employer shall advise CareWorks Comp of all claims and deliver to CareWorks Comp all claims related filings required by BWC in sufficient time to permit a review and timely filing by CareWorks Comp with BWC. It is understood that CareWorks Comp is prohibited from and not engaged in the practice of law or medicine. Employer will be responsible for payment of any medical exam fees and investigative and attorneys' fees related to the processing of a claim involving an employee of the Employer. Employer may retain the services of an attorney or other authorized representative for claims related matters such as representation at claims hearings before the BWC and Industrial Commission at the Employer's sole expense.
6. **Term.** This Agreement covers the one year period commencing July 1 through June 30 for claims administration and representation before the BWC as provided in Section 5.A above, the four months immediately preceding. An application for group rating is applicable to only one Plan Year. Because the BWC requires that a group remain constant for the experience period, no Employer will be allowed to withdraw from the Plan prior to the end of the Plan Year. The Agreement shall automatically renew for successive one (1) year experience periods and shall

remain in full force and effect, unless modified or terminated by Plan Administrator or the Employer submits a Notice of Withdrawal (a Notice of Withdrawal must be submitted to Plan Administrator and the authorized representative between October 15 and November 15, and in the event a Notice of Withdrawal is timely given, the withdrawal shall become effective on the nearest July 1 subsequent to the Notice of Withdrawal).

7. **Prohibition of Change.** Employer understands that its application and acceptance into the Plan is based upon its current organizational structure. Employer has not and will not be involved in a reorganization, acquisition, merger, employee leasing organization/professional employer organization (PEO) or change of organizational structure in any way (herein collectively referred to as "change") which negatively affects the Plan. In the event Employer is contemplating a change, Employer shall give immediate written notice to the Plan Administrator and CareWorks Comp of any such change so that the effect on the Plan may be determined. In the event such change has a negative effect on the Plan, Employer agrees to indemnify and save harmless the Plan from all losses, costs, expenses incurred by the Plan resulting from any change in which Employer may be involved.
8. **Failure to Meet Requirements.** In the event it is determined by a court, BWC, other governmental agency, the Plan Administrator, or CareWorks Comp that the Employer fails to meet the requirements for participation in the Plan, this Agreement shall automatically be terminated, and in the event of such termination, the Plan Administrator and CareWorks Comp shall have no liability to the Employer. It is understood that the final approval for the makeup of the Plan rests solely with the BWC and final approval results are not available from the BWC until the December preceding the Plan Year. Further, if the employer is denied participation or renewal into the group rating plan for the upcoming rate year the employer agrees to automatically become a CareWorks Comp State Fund client.
9. **Compliance.** Employer shall comply with all rules and regulations and policies established by the Plan Administrator and its authorized representative and all statutes of the state of Ohio and rules adopted by the Administrator of Workers' Compensation with respect to group rating, including, but not limited to, O.A.C. 4123-17-61 et seq. Employer shall also comply with the Group Rating Minimum Safety Program Guidelines adopted by the BWC and any safety program and policies established by Plan Administrator.
10. **Governing Laws and Entire Agreement.** This Agreement is governed by the laws of the State of Ohio. This Agreement contains the entire Agreement and understanding of the parties hereto with respect to the Plan and supersedes any prior agreement or understanding between the parties with respect to the subject matter of this Agreement. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Participation Agreement as of the date set forth next to their signatures.

**Employer**

\_\_\_\_\_  
*Name of Employer*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title (Must be an authorized officer of the Employer)*