

# › Workers' Compensation Private Employer Group Retrospective 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 group retrospective rating premium 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 premiums 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 group retrospective rated premium 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 regard 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. The Plan Administrator may establish criteria for new applicants to the Plan different from criteria for an employer continuing in the Plan.
2. **Participation Fee.** Employer shall pay a participation fee when billed. The participation fee shall cover the administrative services for a one year period and 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. Any refund of the participation fee is at the sole discretion of the Plan Administrator and/or CareWorks Comp. At no time, regardless of the reason, shall the Employer be entitled to receive more than one hundred percent (100%) of its participation fee.

3. **Employer's Application.** Employer understands and agrees that failure to execute and provide all the necessary documents to either the Plan Administrator or CareWorks Comp may nullify and void all or part of this Agreement, at the sole discretion of the Plan Administrator or CareWorks Comp. The Employer may not terminate this Agreement, or withdraw from the Plan, once the necessary documents have been submitted and received by the Plan Administrator and/or CareWorks Comp.
4. **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 refunds of workers' compensation premiums for Employer; however, there is no guarantee that a refund for Employer will be realized. Past performance is no guarantee that there will be similar savings in the future. Group Retrospective Rating Premium refunds or invoices under this Participation Agreement, if any, shall be realized within the timeframe from 16 months to 40 months after the end of the Plan Year for which this Agreement is effective.
5. **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 necessary 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.
6. **Service Provided.**
  - a. CareWorks Comp shall provide the necessary representation service 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.

7. **Term.** This Agreement covers the one year rating period commencing July 1 of the year this Agreement is effective through June 30 and for program administration and representation before the BWC through the final BWC premium calculation as provided in Section 6.A above. An application for group retrospective rating is applicable to only one Plan Year. Because the BWC requires that a group remain intact for the Plan Year, no Employer will be allowed to withdraw from the Plan prior to the end of the Plan Year. The Agreement shall remain in full force and effect, unless modified or terminated by Plan Administrator. Further, if the employer is denied participation or renewal into the group retrospective plan for the upcoming rate year the employer agrees to automatically become a CareWorks Comp State Fund client.
8. **Prohibition of Change.** Employer understands that its application and acceptance into the Plan is based upon its organizational structure at the time of application. Employer will not be involved in a reorganization, acquisition, merger, participating in an 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 written notice to the Plan Administrator and CareWorks Comp ninety (90) days in advance 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.
9. **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, then Employer will automatically convert to an individual contract by and between CareWorks Comp for the same term as stated under Section 7, and all fees paid for the current Plan will be applied to the fee for the individual contract. The Employer will not be entitled to any premium savings or discounts under the Plan. If the Employer applies to multiple group retrospective rating plans, and elects not to participate in the Plan Administrator's Plan, the Employer will not be entitled to a refund of any fees paid.
10. **Compliance.** Employer shall comply with all rules, 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 the Bureau of Workers' Compensation with respect to the group retrospective rating program, including, but not limited to, O.A.C. 4123-17-73 et

seq. Employer shall also comply with the Group Retrospective Rating Minimum Safety Program Guidelines adopted by the BWC and any safety program and policies established by Plan Administrator. These policies and programs as proposed by the Plan Administrator and/or its authorized service representative will include: (a) Salary Continuation: Required on all lost-time claims with dates of injury in the program period or when recommended by the assigned CareWorks Comp Claims Examiner (b) Safety Program (c) Transitional Duty Program (d) Lump Sum Settlement (e) Onsite inspections. Failure to implement required program management techniques may impact future eligibility.

11. **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. Any action brought under this Agreement in a court of law shall be in Franklin County, OH.
12. **Membership Acknowledgment.** Employer hereby represents and warrants that it is a member in good standing of the membership organization. Employer further understands and agrees that it will continue to pay membership dues and remain a member in good standing of the membership organization throughout the term of this participation agreement and any extensions thereof.

**Employer**

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

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

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

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