

This contract, by and among \_\_\_\_\_

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**(Organization Name, Street Address, City, State, ZIP code, policy number)** ("Employer") and the Administrator of the Ohio Bureau of Workers' Compensation, entered into pursuant to the authority contained in Section 4123.039 of the Ohio Revised Code, in consideration of mutual promises, agreements and covenants herein contained.

#### 1. Definitions

The definitions below, when used with an initial capital letter or letters, shall apply throughout this contract.

**1.1** Administrator means the Administrator of the Ohio Bureau of Workers' Compensation, or their designee.

**1.2** Bureau means the Ohio Bureau of Workers' Compensation, an agency of the State of Ohio government.

**1.3** Code means the Ohio Revised Code, as amended from time to time.

**1.4** Apprentices mean apprentices as defined under Section 4139.01 of the Code, and pre-apprentices, entry-level trainees and journey-person trainees as defined collectively in Section 4123.038 of the Code.

**1.5** Administrative Code means the Ohio Administrative Code, as amended from time to time.

**1.6** Supplemental Instruction means classroom instruction, workshop training, or on-the-job training.

**1.7** IRS means the Internal Revenue Service, an agency of the United States government.

**1.8** ODJFS means the Ohio Department of Job and Family Services, an agency of the State of Ohio government.

**1.9** FUTA means Federal Unemployment Tax Act, as amended from time to time.

**1.10** NCCI means National Council on Compensation Insurance, Inc.

**1.11** DWRF means Disabled Workers' Relief Fund, as defined in Section 4123.412 of the Code.

**1.12** Administrative Assessment means the administrative cost assessment pursuant to Section 4123.342 of the Code and applicable Administrative Code and Bureau policies.

**1.13** SAWW means statewide average weekly wage, as defined in Section 4123.62(C) of the Code.

#### 2. Employer Is a Sponsoring Organization or Joint Committee

Employer acknowledges being a sponsoring organization or joint committee offering, conducting, supervising or giving to Apprentices Supplemental Instruction.

#### 3. Employer Desires Voluntarily to Secure Coverage for Apprentices

Employer recognizes workers' compensation coverage of its Apprentices is not mandatory under Ohio law unless Apprentices are employees of Employer as defined under Section 4123.01 of the Code.

**3.1** Employer elects to secure workers' compensation coverage under Ohio law for its Apprentices for Supplemental Instruction offered by Employer.

**3.2** Employer acknowledges this Contract does not supersede or replace any other obligations to maintain workers' compensation coverage for its employees under Chapter 4123 of the Code.

#### 4. Record Keeping Requirements by Employer

Employer agrees to maintain verifiable, accurate and current records regarding Apprentices covered under this Contract.

**4.1 Names, Addresses and Last Four Social Security Numbers of Apprentices** – Employer agrees to maintain at all times during the life of the contract a verifiable, accurate, and current list of the names, addresses and last four digits of the Social Security number of Apprentices engaged in Supplemental Instruction offered, conducted, supervised or given by Employer.

**4.2 Remuneration to Apprentices** – Employer agrees to document and report all remuneration to Apprentices to the Bureau, with remuneration defined in accordance with IRS, FUTA, ODJFS and Bureau policies on which premium, DWRF Assessment, and Administrative Assessment owed under this Contract are to be calculated.

**4.2.1 Remuneration to be Segregated by Manual Classification** – Employer recognizes premiums levied and collected by Administrator under this Contract are dependent upon an accurate reporting of remuneration received by Apprentices according to the manual classifications developed by NCCI. Employer agrees to record remuneration to Apprentices according to NCCI's manual classifications for each Apprentice in accordance with Section 4.2.2 below.

**4.2.2 NCCI Manual Classifications** – Employer agrees that it will use NCCI classifications in reporting as follows.

**Section 4.2.2.1 Instructors and Assistant Instructors** – Report remuneration to instructors and assistant instructors providing Apprentices Supplemental Instruction under NCCI manual classification 8868, College: Professional Employees & Clerical.

**Section 4.2.2.2 Apprentices in Classroom Instruction or Workshop Instruction Where No Physical Activity Is Performed** – Report remuneration to Apprentices who receive only classroom instruction or workshop instruction where Apprentices do not participate physically or in hands on environment under NCCI manual classification 9101, College: All Other Employees.

**Section 4.2.2.3 Apprentices in On-the-Job Training or Workshop Training Where Physical Activity is Performed** – Categorize remuneration to Apprentices who engage in on-the-job training or in workshop instruction where Apprentices participate physically or in a hands on environment under NCCI's manual classifications based on Apprentices documented duties.

**Section 4.2.2.4 Apprentices Who Receive Classroom Instruction and Perform Physical Activity** – Categorize remuneration to Apprentices who receive Supplemental Instruction under Sections 4.2.2.2 and Section 4.2.2.3



under NCCI's manual classifications on a prorated basis. Administrator and Employer acknowledge this is an exception to NCCI standards.

**4.2.3 Number of Apprentices** – Employer recognizes premiums levied and collected by Administrator under this contract are dependent upon an accurate reporting of the number of Apprentices of Employer covered under this Contract. Employer states at the time of entering into this Contract, \_\_\_\_\_ **(Number)** Apprentices are, or reasonably believes by \_\_\_\_\_, \_\_\_\_\_, **(Date)** engaged in Supplemental Instruction with Employer, all pursuing the knowledge and skills in the occupational field of \_\_\_\_\_. When required to report an updated number of Apprentices by the Bureau, Employer agrees to report at all times an accurate number of Apprentices covered under this Contract. This requirement is for purposes of determining the premium, DWRP assessment, and Administrative Assessment.

**4.3 Release of Apprentice Information to Administrator** – Upon a written or verbal demand, Employer agrees to release any information contained in Sections 4.1 and 4.2 to the Administrator or the Administrator's agent.

**4.4 Four-Year Retention Period** – Employer shall maintain information contained in Sections 4.1 and 4.2 for a minimum of four years for each Apprentice. The four-year retention period commences upon the date each Apprentice completes or otherwise leaves Supplemental Instruction of Employer, or the termination date of this Contract as provided in Section 9, whichever is earlier.

**4.5 Administrator's Right to Audit Employer's Records** – Employer agrees the Administrator may conduct an audit of Employer's records at any time with proper notice in accordance with Bureau policies in effect on the date of notification. This audit is for reviewing Employer's reporting and record keeping under the Contract, and whether additional premium, DWRP Assessment, or Administrative Assessment, may be due to the Administrator under this Contract.

**5. Administrator Agrees to Extend Workers' Compensation Coverage to Apprentices**

Administrator agrees to extend the benefits of the workers' compensation law as set forth in Chapter 4123 of the Code to Employer's Apprentices in the event of their injury, occupational disease or death while engaged in Supplemental Instruction offered, conducted, supervised or given by the Employer.

**5.1 No Exclusions** – Employer and Administrator mutually agree all of Employer's Apprentices, as amenable under Ohio law, will be provided workers' compensation coverage by the Administrator as provided above, and no Apprentices shall be excluded from the coverage.

**6. Monies to be Collected from the Employer**

Employer agrees Administrator shall levy and collect a premium, DWRP assessment and Administrative Assessment from Employer in consideration of extending benefits in Section 5. above to Employer's Apprentices. For the premium, DWRP assessment, and Administrative Assessment, Administrator shall levy and collect these monies from Employer on a periodic basis. This requirement is in accordance with Chapter 4123 of the Code, Chapter 4123 of the Administrative Code and Bureau policies in effect when the payment is due for these monies.

**6.1 Minimum and Maximum Payroll Reporting Limits** – Employer and Administrator mutually agree the minimum and maximum payroll reporting limits for premiums to be collected under this Contract will be 50 percent and 150 percent respectively, of the SAWW in the year the premium is due, per week of coverage under this Contract, per Apprentice.

**6.2 Minimum Premium to be Collected** – Employer agrees the minimum premium to be levied and collected by the Administrator, for each coverage period in which this Contract is in effect, shall be based on 50 percent of the SAWW minimum reporting limits as specified in Section 6.1. This is multiplied by the number of Apprentices reported by the Employer for the coverage period, presently the number of Apprentices reported in Section 4.2.3, as applicable to each NCCI classification and rate the Administrator will determine upon review of the application for each period(s) covered by this Contract.

**6.3 Employer must pay DWRP and Administrative Assessments for Apprentices** – Employer agrees the Administrator shall levy and collect DWRP assessment and Administrative Assessment in addition to any premiums collected by the Administrator under this Contract. This requirement is in accordance with Chapter 4123 of the Code, Chapter 4123 of the Administrative Code and Bureau policies in effect when the premium, DWRP Assessment and Administrative Assessment are due.

**6.4 Premium is Due Prior to the Extension of Coverage** – Employer and Administrator mutually agree the premium, DWRP Assessment and Administrative Assessment with respect to each Apprentice reported by the Employer shall be deemed due and payable prior to the Administrator extending coverage.

**6.5 Employer to be Billed Annually by Administrator** – Administrator agrees to submit to Employer an annual invoice under this Contract for the premium, DWRP Assessment, and Administrative Assessment for Employer's Apprentices. This invoice shall be due and payable on or before June 30<sup>th</sup> immediately preceding each policy year during which the Contract is in effect. Employer may elect to participate in an installment payment plan as permitted under Chapter 4123 of the Administrative Code. If Employer elects to participate in an installment payment plan, Administrator shall send an invoice for each installment, and each installment shall be due and payable on or before the date indicated on the invoice.

**6.6 Employer Shall Comply with All Premium Laws, Rules and Bureau Policies Under this Contract** – Employer agrees to comply with all laws, rules and Bureau policies with regard to reporting NCCI manual classifications, payroll, premium rate setting, and premium payment in effect during the life of this Contract.

**7. Commencement Date of the Contract**

Administrator shall commence coverage to Employer's Apprentices effective on the latest date of the dates specified in Sections 7.1 through and including Section 7.4. If a date is provided in Section 9.1, that date shall be the commencement date of this Contract, but regardless of whether a date is specified in Section 9.1 or not, Section 7.1 through and including Section 7.4 must be fully satisfied before the Contract becomes effective and enforceable.

**7.1** The date the Contract is signed by the Administrator



7.2 The date the Contract is signed by the Employer

7.3 The date Employer submits an *Application for Ohio Workers' Compensation Coverage* (U-3) fully meeting the requirements of Chapter 4123 of the Administrative Code. or

7.4 The date Employer remits premium to the Administrator

**8. Employer Acknowledges Fraudulent Acts are Prohibited**

Employer acknowledges the Administrator considers acts of fraud as serious offenses. The Administrator shall seek all available administrative, civil and criminal remedies against the Employer under Ohio or federal law if fraud is committed.

**8.1 Examples of Fraud** – Employer acknowledges fraud is committed if Employer intentionally misrepresents or intentionally conceals from the Administrator: the number of Apprentices to be covered under this Contract; the trade or industry classification of the Apprentices; NCCI manual classifications of the Apprentices; remuneration paid to the Apprentices; or any violation of 2913.48 of the Code.

**9. Duration of the Contract; Contract Termination.**

**9.1 Duration of the Contract** -- Employer and Administrator agree that this Contract shall commence at 12 a.m. Eastern Standard Time, on \_\_\_\_\_, \_\_\_\_\_, subject to the provisions in Section 7, and terminate at 11:59 p.m. Eastern Standard Time on \_\_\_\_\_, \_\_\_\_\_. If no dates are completed in this Section, Sections 7.1 through 7.4 will govern the commencement date of the Contract, and the Contract shall remain effective until termination occurs as defined in Section 9.2.

**9.2 Termination of the Contract** – This Contract shall remain effective until termination occurs, which is the earlier of the following two triggering events:

**9.2.1 Set Termination Date** – The termination date specified in Section 9.1, if any;

**9.2.2 Termination by United States certified Mail** – Employer or Administrator, in the event a date is specified in Section 9.1, may terminate the Contract at an earlier date by United States certified mail. If no date is specified in Section 9.1, termination of the Contract must be done by United States certified mail. Either Employer or Administrator, to terminate the Contract under this section, must terminate this Contract by notifying the other party in writing, via United States certified mail, of its intention to terminate. The Employer agrees it must send any termination notice of this Contract by the Employer to the Administrator at the following address by United States certified mail:

**Ohio Bureau of Workers' Compensation  
Policy Processing  
30 W. Spring St., 22<sup>nd</sup> Floor  
Columbus, OH 43215**

The termination shall take effect under this Section on the date fixed in the written notification, but not prior to receipt of said notification by the other party.

**9.3 Fraudulent Act(s) by Employer are Grounds to Terminate Contract by the Administrator** – If the Bureau's Adjudicating Committee, or other administrative or judicial body, finds Employer committed fraud in performance with the terms of this Contract, the Administrator may terminate the Contract.

**9.4 Employer Fails to Submit Premiums Immediately When Due** – If the Employer fails to remit all premiums when due, this Contract shall be considered to be in a lapsed status. The lapsed status shall have the same effect as if the Contract had been terminated on the date premiums were due until such time the Employer remits all premiums, DWRF Assessment, Administrative Assessment fines, interest, and the penalties due and payable to the Administrator. This is in accordance with Chapter 4123 of the Code, Chapter 4123 of the Administrative Code and the Bureau policies in effect on the date the lapsed status occurs. Further, Employer's failure to submit premiums immediately when due are grounds for Administrator to cancel this Contract.

**10. Effect of Termination of the Contract**

Employer and Administrator mutually agree, upon termination of this contract, the rights, duties and liabilities of each party shall cease except as to: injuries occurring, or occupational diseases having their inception, to Employer's Apprentices prior to the date of termination; and premium, DWRF Assessment, and Administrative Assessment due and payable to the Administrator from Employer accruing prior to the date of termination. This includes any premium, DWRF Assessment, or Administrative Assessment due and payable to the Administrator from Employer because of any unreported, misreported, or unaudited payroll, number of Apprentices reported, or manual classifications.

**11. General Provisions**

**11.1 Amendments or Modifications to Contract** -- Employer and Administrator mutually agree to make any amendment or modification to this Contract in writing. In addition, Employer and the Administrator agree to each sign any written amendment, and file a copy of the amendment or modification with the Bureau.

**11.2 Dispute Resolution** – Employer and Administrator mutually agree to file first any dispute over the provisions of this Contract with the Bureau's Adjudicating Committee.

**11.3 Severability** -- Every provision of this Contract is severable. If any term or provision hereof is illegal, invalid, or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity, legality or enforceability of the remainder of the Contract.

**11.4 Governing Law** -- This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.

**11.5 Captions** -- The captions contained in this Contract are for reference purposes only and are not intended and shall not be deemed to describe, interpret, define or limit the scope, extent or intent of this Contract or any provision thereof.





In witness whereof, the Administrator of the Ohio Bureau of Workers' Compensation, or an appointed agent or designee of the Administrator with authority to enter this Contract, and Employer, by an officer, member, partner, agent or other designee having authority to enter this Contract, do execute this Contract by affixing their signatures below.

On behalf of Administrator,

On behalf of Employer,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date