

## Agreement

between

OHIO BUREAU OF WORKERS' COMPENSATION

and

\_\_\_\_\_ (Employer Full Legal Name)

This is an Agreement by and between \_\_\_\_\_ (hereinafter, "the employer"), with its principal place of business located at \_\_\_\_\_, and the State of Ohio, Bureau of Workers' Compensation (hereinafter "BWC"), having offices at 30 W. Spring Street, Columbus, Ohio 43215-2256, entered into the day, month and year set out below.

**Whereas**, the Administrator of Workers' Compensation may issue a grant to defray the costs incurred by the employer who elects to participate in BWC's Transitional Work Program Development Grants Program, also known as the Transitional WorkGRANTS (TWG) Program, pursuant to Ohio Revised Code Section (RC) 4123.29 and Ohio Administrative Code Rule (OAC) 4123-17-55 and 4123-18-06, wherein the employer may receive grant monies for the development of a transitional work program; now

**Therefore**, for good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree to the following:

**CONDITIONS PRECEDENT.** Approval of a TWG grant is contingent upon the following criteria: If the employer employs more than 500 employees (or such smaller number as deemed sufficient by BWC on a case-by-case), it is eligible for a TWG grant only three times per policy number. Otherwise the employer is eligible for a TWG grant only one time per policy number. Only state fund employers or certain public employers are eligible for such a grant.

**TASK DESCRIPTION.** The employer in consideration of the grant given to it as a participant in the **BWC's TWG Program** promises to pay the transitional work developer for its work and to implement the program in good faith in accordance with OAC 4123-17-55, as amended, which shall be incorporated as if fully rewritten herein. Where applicable, the employer participating in the **TWG Program** in consideration of the grant given to the employer, promises to fully comply with the program requirements as outlined in the Application, which shall be fully incorporated herein by reference.

**ELIGIBILITY AND DISTRIBUTION OF GRANT MONIES.** The distribution of any TWG money for the employer participating in **BWC's TWG program** is fully dependent upon available resources of BWC. The employer and BWC mutually understand and agree as follows. The employer may request a proposal from the current list of transitional work developers from BWC and then solicit proposals from these developers. BWC shall not reimburse the employer or the transitional work developers for costs associated with preparing and submitting a proposal to the employer. The employer shall submit one narrative to BWC for determining TWG eligibility. Grant amounts will be based on the complexity of services needed as indicated in a proposal for transitional work services.

Factors which may determine appropriate grant amounts may include the employer's number of employees, job classifications, job analyses needed and collective bargaining units. BWC shall provide the employer with grant monies for eighty per cent (80%) of the costs associated with developing the job analyses by only BWC-certified transitional work developers. The grant monies shall not exceed the maximum amount to which the employer is eligible, consisting of a base reimbursement amount, and a job analysis reimbursement amount, as delineated in the Transitional Work Development Reimbursement Limits document, which shall be incorporated as if fully rewritten herein.

The maximum reimbursable amounts and rates shall be those that are in effect on the date of this Agreement. The base reimbursement amount shall be calculated based on the number of employees and shall be for corporate analysis and review along with policy development.

The job analysis reimbursement amount per job analysis shall not exceed one hundred sixty dollars (\$160.00), which shall be paid for the actual number of job analyses performed. Each job analysis shall consist of a certain length of observation and a certain length for report completion. The number of job analyses to which the employer shall be entitled for reimbursement shall be determined based on the employer's number of employees on the date of this Agreement. The employer shall directly compensate the transitional work developer for the developer's services. BWC shall not reimburse the employer for costs not deemed eligible. BWC may monitor the employer's and the transitional work developer's content and implementation of transitional work services. The employer agrees to utilize the grant monies solely for the purposes outlined in this Agreement and in OAC 4123-17-55. If the employer receives the warrant and uses the grant monies for some other purpose, it shall immediately return the full amount to BWC, and BWC reserves the right to recover grant money by one or more of the following methods: billing the employer for the grant money received, forwarding to the Ohio Attorney General for collection, set-off, recoupment, or other legal remedy.

**DISQUALIFICATION.** If for any reason the employer participating in BWC's TWG Program fails to satisfy the requirements of this program in a timely manner, the employer may be disqualified from the TWG Program. BWC reserves the right to conduct an on-site review if there is reason to believe that the program has not been implemented in good faith. Sufficient reason shall include an increase in the number or overall duration of lost time claims after implementation of the program; such a determination may be made by an investigation or by data warehouse research. Sufficient reason shall also include reasonable suspicion of fraud or collusion on the part of the employer. The Employer, if disqualified by BWC, shall immediately return all of the monies to BWC, and BWC reserves the right to recover the grant money by the following methods: billing the employer, for the grant money received, forwarding to the Ohio Attorney General for collection, set-off, recoupment, or other legal remedy. If the employer fails to implement the program within one (1) year, the grant monies shall be considered misappropriated, and the employer shall repay the amount of the grant immediately, and BWC reserves the right to recover grant money by one or more of the following methods: billing the Employer for the grant money received, forwarding to the Ohio Attorney General for collection, set-off, recoupment, or other legal remedy.

**PURPOSE AND DISCLAIMER.** If implemented correctly by the employer, the goal of TWG Program is to reduce the incidence of lost time claims and the duration of such claims by the employees of the employer. In the event of an injury or occupational disease arising from the implementation of the program, the employer's and the employee's sole and exclusive remedy shall be pursuant to workers' compensation laws of the appropriate jurisdiction. In no event shall BWC be liable for any damages in contract or in tort.

**MODIFICATIONS.** The parties may in writing and by mutual agreement, amend, modify, supplement or rescind the terms of this Agreement.

**AUTHORITY.** The person signing below for the employer states that he or she is either the owner, CEO, CFO, plant manager, or other person having fiduciary responsibilities with the employer, and the employer agrees that that the signer or his or her successor will have the authority to oversee the carrying out the employer's responsibilities for two years after BWC issues the grant warrant. The signer's authority shall continue until the employer notifies BWC of the name of the successor. **The signer on his or her own behalf and on behalf of the employer agrees to comply fully with the terms and conditions of this Agreement and the program and to utilize all monies solely for the purpose or purposes intended and understands that he or she and the employer may be subject to civil, criminal and administrative penalties as a result of any false, misleading or fraudulent statement or if the monies are not used or are misused, misapplied or misappropriated in any way.**

**IN WITNESS WHEREOF**, the parties hereunto affix their signatures this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Employer's full legal name** \_\_\_\_\_

**State of Ohio, Bureau of Workers' Compensation**

**Federal tax I.D.** \_\_\_\_\_

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

James Conrad, Administrator/CEO

**Title** \_\_\_\_\_