



Association Of Washington Cities
WORKERS' COMPENSATION GROUP RETRO PROGRAM
PARTICIPATION AGREEMENT AND GROUP ENROLLMENT APPLICATION
Government, Utilities & Related Services

As a member in good standing with the Association of Washington Cities

Member Name

L&I Account Number

Enrolls by this agreement as a participating member in the Group Retrospective Rating Plan Agreement submitted by AWC.

This contract agreement renews provided the member submits, and is approved by Labor & Industries, a valid "Application For Group Membership And Authorization For Release Of Insurance Data" (L&I retro application form).

1. Goals of the Plan:

- A. Offer participants an opportunity to qualify for refunds on Standard Premium paid to the Department of Labor & Industries
- B. Reduce the frequency and severity of industrial injuries; and
- C. Reduce participants' experience factor

2. Administration & Management of the Plan:

AWC will be responsible for the day-to-day operation of the Plan. Duties include, but are not limited to:

- A. Assisting plan participants in reducing the frequency and severity of industrial injuries;
- B. Educating plan participants in the most appropriate ways to control costs;
- C. Claims Management Services;
- D. Introduction and training materials;
- E. Annual Retrospective Review; and
- F. Administration of State Fund claims while enrolled in AWC Group Program.
- G. Loss Control and Risk Management Services.

AWC Retro Advisory Committee

A committee consisting of no more than seven member cities/towns will be assembled to advise the AWC Retro Plan Administrator on operational issues including contract terms, distribution of refunds, program enhancements, conditions for continued participation and other issues. This committee shall meet at least once per year to develop policy, review participants, adjust the contract terms or address any other issues regarding the successful administration of the plan.

3. Member Agrees To:

- A. During contract term, maintain an individual account for workers' compensation insurance in good standing with the Department of Labor & Industries;
- B. Comply with all applicable laws, rules and regulations set forth by L&I;
- C. Participate in safety and loss control programs available as an AWC Retro Plan member;
- D. Maintain membership in the Association of Washington Cities through the final retro year adjustment;
- E. Pay a Service Fee of six and one half percent (6.5%) of total Industrial Insurance Premium, billed annually in January.
- F. If you do not pay your service fee as agreed the member will forfeit any refund.

4. Refunds/Adjustments:

- A. It is understood and agreed by the employer that all refunds, exceeding Service Fees of six and one half percent (6.5%) of Industrial Insurance Premium, will be made on the basis of a merit rated formula based on performance. However, should the Member's retro premium exceed their standard premium, the member will not be eligible for a refund beyond their service fee. Plan participants also acknowledge that returns are based on a number of factors, such as premium size, claim costs, and related factors, therefore returns are not guaranteed.
- B. Employers acknowledge that AWC is enrolled in Plan A2 with a Maximum Premium Ratio (MPR) of 1.15. If a group assessment develops for any Plan Year, those members that caused the assessment will be assessed first, up to a maximum liability of fifteen percent (15%) of the participating member's Standard Premium. If necessary to cover the assessment, the remaining members shall pay the balance on the basis of their individual percentage of the total group premium. Penalties become due and payable within 30 days of notification of the amount. If you do NOT re-enroll in the program, any refund will be held until the final adjustment of that Retro year.

5. Indemnification/Liability:

Each party shall indemnify and hold harmless the other and its directors, officers, employees, agents, parents, subsidiaries, successors and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, and expenses (including reasonable attorney's fees) arising out of or resulting from, in whole or part, the acts or omissions of the indemnifying party, its employees, agents or contractors and the indemnifying party's affiliated companies and their employees, agents or contractors.

Authorized By:

(Printed Name)

(Title)

(Signature)

(Address/Street)

(City/Town Applicant)

(Date)