



Employer full, legal name (please print or type)

Federal tax ID number

Employer address (city, state, ZIP code)

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

Whereas, the Administrator of BWC may issue a grant to defray the costs incurred by the employer who elects to participate in BWC's Transitional Work Grants (TWG) Program, as part of BWC's Destination: Excellence employer initiative or otherwise, pursuant to Ohio Revised Code Sections (ORC) 4123.29 and 4123.34 and Ohio Administrative Code Rule (OAC) 4123-17-55, wherein the employer may receive grant monies for the development of a transitional work plan;

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: The employer is eligible for a TWG grant only one time per policy number. If multiple policy numbers are involved, BWC will work with the employer and transitional work developer to develop a transitional work plan at a corporate level. BWC may approve an associated policy number for grant monies based on corporate organization. The associated policy number must submit an application and meet all transitional work grant eligibility requirements under its own policy number.

An employer that previously received a grant from BWC for transitional work plan development is not eligible to receive another grant. However, BWC may provide direct assistance to the employer to update its transitional work plan developed with a previous transitional work grant.

Only state fund private employers and public employer taxing district 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 use the grant to defray costs incurred by the employer in engaging a transitional work developer to develop a transitional work plan for the employer, and to implement the transitional work plan 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 TWG program requirements as outlined in the TWG application and TWG policy and procedures document, and with the employer's transitional work plan, all of which shall be fully incorporated herein by reference.

Distribution of grant monies

BWC has final authority to determine the employer's eligibility for the grant and to determine the amount of the grant. 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 may request the current list of BWC approved transitional work developers and then solicit proposals from these developers. BWC shall not reimburse the employer for costs associated with development of a transitional work plan by a non-BWC approved transitional work developer.

BWC will base grant amounts 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 determine the maximum amount of the employer's transitional work grant based upon the number of employees the employer reported on its last payroll report submitted to BWC as follows:

- 11-49 employees up to \$2,900;
- 50-199 employees up to \$5,200;
- 200+ employees up to \$6,300.

The program is a 3-to-1 matching grant. BWC will reimburse the employer 75 percent of the final, total out-of-pocket cost the employer paid to the transitional work developer for covered services after any discounts, rebates or other cost or price adjustments offered by the transitional work developer are applied. Reimbursement is subject to the limitations below.

- For the following services, BWC will reimburse the employer the lesser of 75 percent of the final, total out-of-pocket cost for the service or 75 percent of the maximum rate for the service provided. The maximum rate per service is:
 - \$200 per hour for transitional work developer labor;
 - \$200 per job analysis.

There is no maximum number of transitional work developer hours or number of job analyses per employer. However, BWC's reimbursement to the employer will not exceed the maximum amount of the employer's grant.

A transitional work plan must be submitted to and approved by BWC prior to the employer receiving grant reimbursement. BWC disability management coordinators (DMCs) will review the employer's transitional work plan to determine if it meets BWC guidelines for approval. BWC will notify the employer of the approval of its transitional work plan.

Once BWC approves the employer's transitional work plan, BWC issuance of a check to the employer is dependent upon the employer submitting a Transitional Work Grant Agreement, reimbursement request, required service invoices and payment verification.

If the employer does not use all the funding BWC approved, it may subsequently submit transitional work services for reimbursement until it reaches its individual grant limit, as long as BWC has transitional work grant funding available.

BWC will not reimburse an employer for the following:

- Costs associated with a transitional work developer's preparing and submitting a proposal to an employer;
- Costs that BWC determines are ineligible or unnecessary.

BWC may monitor the content and implementation of transitional work services.

The employer agrees to use 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. In such case, BWC reserves the right to recover grant money by one or more of the following methods: billing the employer for 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 the BWC's TWG Program fails to satisfy the requirements of this program in a timely manner, BWC may disqualify the employer from the TWG Program. BWC reserves the right to conduct an on-site review if there is reason to believe the employer did not implement its transitional work plan 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 and/or the transitional work developer that would in any manner facilitate or enable the employer to obtain grant monies to which the employer would not otherwise be entitled under this Agreement.



The employer, if disqualified by BWC, shall immediately return all of the monies to BWC, and BWC reserves the right to recover the grant by one or more of the following methods: billing the employer for the grant money received; forwarding to the Ohio Attorney General for recollection; 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. In such case, 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 the 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 designated management representative 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 of 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 use all monies solely for the purpose or purposes intended. The signer further 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 submitted to BWC in connection with this Agreement or the distribution of any grant monies thereunder, of if the grant monies distributed under this Agreement are not used or are misused, misapplied or misappropriated in any way.

In witness whereof, the parties hereunto affix their signature this _____ day of _____, 20 _____ .

Employer _____

Signature _____

Title _____

Ohio Bureau of Workers' Compensation

Stephen Buehrer, Administrator/CEO