



**Instructions**

- Please print or type.
- Attach copy of official action under number 1 below and a listing of volunteers as requested under item number 3 below.
- Mail completed contract to: BWC, Risk Processing Services, 22nd Floor, 30 W. Spring St., Columbus, OH 43215-2256.

The purpose of this agreement is to provide for the workers' compensation coverage of employees of volunteer police, emergency medical technician and fire fighter emergency service organizations who perform work pursuant to §4123.03 of the Ohio Revised Code (ORC).

As used in this agreement:

BWC means the Ohio Bureau of Workers' Compensation.

Employer means the political subdivision of the State of Ohio.

Volunteer means any person as defined in §4123.03 of the ORC who is a member of an emergency service organization, association, or group of persons employed, enlisted, recruited, solicited or otherwise secured by the state or any political subdivision thereof. A volunteer who may receive a flat amount per emergency run or some other token remuneration is considered a volunteer and not an employee. Volunteer includes any person who provides fire fighting, emergency medical or law enforcement services on less than a full time basis and who is not routinely scheduled to be present on site at a fire station or other specified location for purposes of responding to a fire or other emergency but instead responds from the volunteer's home, place of employment or other unspecified location.

This contract by the BWC and the Employer, is entered into pursuant to the authority contained in §4123.03 of the ORC.

In consideration of mutual promises, agreements, and covenants, the BWC and the Employer agree to the following provisions:

- (1) At the time of the execution of this contract, the Employer shall submit the official action of the subdivision authorizing the execution of this contract.
- (2) The Employer shall maintain at all times during the life of this contract within the official records of the Employer a verifiable and current list of the names, social security numbers and addresses of all volunteers by reason of services rendered to the Employer showing the periods of time over which such services are rendered.
- (3) The Employer shall furnish to the BWC, at the time of the execution of this contract, a list of the names, social security numbers and addresses of all volunteers as listed upon the official records of the Employer.
- (4) The Employer shall report its payroll for volunteers to the public employer policy assigned by BWC for the coverage under this contract.
- (5) The Employer shall report to the BWC the names, social security numbers and addresses of all volunteers whose service begins subsequent to the effective date of this contract immediately after such service begins and such report shall show the date of inception of such service.
- (6) On Dec. 31 of each year, the Employer shall report to the BWC the names, social security numbers and addresses of all volunteers' whose service has been terminated during the year together with the date of termination.
- (7) BWC shall extend the benefits of the workers' compensation law under Chapter 4123. ORC to such listed volunteers as may sustain injuries or occupational diseases in the course of and arising out of such services to the Employer, subject to all provisions of Chapter 4123. ORC, provided that such volunteers were listed with the BWC prior to the occurrence of the injury or the inception of the occupational disease.
- (8) The premium rate applicable to the coverage under this contract shall be the rate for public employer contract coverage (Manual Classification 9439) as established by Rule 4123-17-34.
- (9) Employer shall report its payroll subject to the payroll limitations established by Rule 4123-17-34.
- (10) Premium for each volunteer reported for coverage as herein provided shall be deemed earned when the coverage is extended and no premium will be refunded upon termination of coverage for any cause, except that a premium refund will be made where the refund is occasioned by an adjustment in the premium rate.
- (11) The BWC shall bill the Employer for the premium due under this contract at the time and in the manner applicable to the collection of premium due from the Employer by reason of the service of the employees. If the Employer fails to pay the balance of the previous year's premium by Sept. 1 of the current year, the BWC will terminate the contract and bill the Employer for any claims costs incurred since Jan. 1 of the current year.
- (12) If a volunteer is injured, the BWC shall compute the average weekly wage, the base for the payment of benefits, in accordance with §4123.61, taking into consideration the wage earnings from sources other than the services rendered under this contract coverage.
- (13) This contract shall be in effect from and after the date of the execution shown below.
- (14) This contract may be terminated by either party, notifying the other party in writing, by certified mail, of its intention to terminate. Termination shall take effect on the date fixed in the written notification but not less than thirty days after the mailing of the notification. BWC reserves the right to terminate the entire contract if the Employer fails to comply with any provision listed herein. Upon termination, the rights, duties, and liabilities of each party shall cease except as to the injuries occurring before the date of termination and as to premium accrued prior to the date of termination. BWC adjudicating committee shall not hear objections to any termination of this contract.

In witness whereof, the Administrator of BWC and the official of the Employer duly authorized by such and having the authority to execute this contract under the laws of the State of Ohio do execute this contract by affixing their signatures hereto.

For public employer use only		For BWC use only	
Employer name of political subdivision requesting coverage			
Policy number for political subdivision's regular coverage	Date		
Name of entity to be covered by this contract		Administrator, Ohio Bureau of Workers' Compensation	
Employer signature		Contract policy number	
Title		Contract effective date	