



Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215-2256

Governor John R. Kasich Administrator/CEO Stephen Buehrer

ohiobwc.com 1-800-OHIOBWC

AGREEMENT between OHIO BUREAU OF WORKERS' COMPENSATION and

Employer's Full Legal Name

Agreement between the Ohio Bureau of Workers' Compensation and Employer

This is an agreement by and between (hereinafter, "Employer's Name"),

with its principal place of business located at Address,

Ohio, ZIP code, and the State of Ohio, Bureau of Workers' Compensation (hereinafter, the "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 workers' compensation may issue a grant to defray the costs of workplace wellness programs incurred by an employer who elects to participate in the Workplace Wellness Grant Program, pursuant to Ohio Administrative Code Rule (OAC) 4123-17-56.1, wherein an employer may receive grant monies for projects which substantially reduce or eliminate the risk of workplace injuries and illnesses through addressing health risk factors, called herein Workplace Wellness Grant Program.

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

Distribution of grant monies — Subject to the conditions precedent in this agreement and subject to available BWC resources, the employer and BWC mutually understand and agree that the grant to be issued by BWC shall be paid to the employer according to the number of participating employees for all four years of the Workplace Wellness Grant Program. BWC shall award grant funds for a maximum of 50 participating employees for each employer. The employer shall be reimbursed according to the grant award schedule outlined in the Application for all four years. Upon receipt of the data pertaining to the completion of the health risk assessment of appraisal and biometric screening, BWC shall disburse the grant award of \$100 for year one, \$75 for year two, \$75 for year three, and \$50 for year four per participating

employee for each employer. BWC shall award a maximum of \$300 per participating employee. The employer, whether a public or private employer, agrees that the maximum grant amount shall not exceed \$5,000 for year one, \$3,750 for years two and three, and \$2,500 for year four, totaling \$15,000 over the four-year period. The employer must agree to assume the remainder of the costs of their workplace wellness program and that only participating employees shall be accounted for when disbursing the grant award. The employer understands and acknowledges that BWC will not issue a grant for any expenditures that exceed \$15,000 over the four-year period.

Employer responsibilities — The employer participating in the Workplace Wellness Grant Program, in consideration of a grant given to it, promises to fully comply with the program requirements as outlined in the Application and Instructions and OAC 4123-17-56.1, all of which are fully incorporated herein by reference. The employer will be responsible for using the awarded grant in the manner for which it is intended, and will be required to provide BWC with documentation. This documentation may include, but is not limited to, original invoices, canceled checks, and periodic reports to confirm that all funds were spent and applied toward a wellness program. The employer must agree to use the funds to compensate the wellness program vendor only and not as direct incentives to encourage employee participation in the workplace wellness program.

The employer also agrees to allow BWC to publish workplace wellness grant results including, but not limited to, reports, literature, data, videos, specifications, and/or photos for the purposes of illustrating, educating, and training employers and employees. In addition, the employer must notify BWC if the agreement between the employer and wellness program vendor terminates at any time during the four-year program. The employer must also agree to seek a different wellness program vendor. Once the employer enters into an agreement with a different wellness program vendor, the employer must notify BWC.

If the employer chooses to not renew its application for the Workplace Wellness Grant Program and therefore discontinue its participation with the program, the employer must still submit a year-end case study.

If suspicious activities surrounding the employer's reporting scheme arise, as judged by BWC in its sole discretion, BWC reserves the authority to inspect the employer's files pertaining to the employer's participation in the Workplace Wellness Grant Program.

Conditions precedent to receipt of grant funds — The receipt of grant funds for all four years is subject to the following conditions precedent:

- 1. Wellness program vendor:** After the submission of this Application and Agreement, the employer must obtain an agreement between it and a third-party wellness program vendor. A copy of the agreement between the employer and wellness program vendor must be submitted along with the required data elements.
- 2. Application and Agreement:** The employer must submit the original signed and dated copies of the Application and this Agreement.
- 3. Health risk appraisal and biometric screenings:** Upon the date of approval for this Application and its subsequent renewal for years two through four, the employer shall have *three months* to administer a health risk assessment or appraisal AND biometric screening for its employees. Administering the health risk assessment or appraisal and biometric screening shall be completed by working with the wellness program vendor.

- 4. Required data elements and names and claim numbers associated with participating employees:** Upon completion of the health risk appraisal or assessment and the biometric screening, the employer must report the required data elements in aggregate form as listed in the Application. The names and claims data of all the participating employees shall also be reported. The employer shall have *three months* to complete this condition.

Time of performance — *Within three months of the date of grant approval, the employer will be required to electronically provide BWC its requested data elements, claim numbers that are associated with participating employees, and a narrative.* For year one, the employer shall also provide a narrative case study at the time of applying for the grant.

One year after the date BWC receives the required data elements and names and claims data pertaining to all participating employees, the employer may renew its receipt of funds for participating in of the Workplace Wellness Grant Program.

In order to obtain funds for years two through four, the employer must submit a case study that describes the previous year's activities, the previous year's required data elements, and the names and associated claim data of the current year's participating employees. The aforementioned information must be submitted one year from the date of the previous grant check being issued to the employer. ***If the employer chooses to discontinue its participation in the Workplace Wellness Grant Program, BWC will require notification that details the reasoning behind the decision. The employer must remit any grant funds awarded from BWC during its participation in the Workplace Wellness Grant Program. An employer may not reapply for the Workplace Wellness Grant Program once it withdraws.***

Within three months of reporting the required data elements, participating employee data, and narrative or case study, the employer will be required to provide BWC a copy of the approved budget and itemized expense report, original paid invoices/receipts pertaining to paying the wellness program vendor for its services, and copies of all cancelled checks to support that all invoices associated with the Workplace Wellness Grant Program were paid in full.

Disqualification — If for any reason the employer participating in the Workplace Wellness Grant Program fails to satisfy one or more of the criteria established in the Application and Instructions, OAC 4123-17-56.1, and this agreement, including, but not limited to, the requirement of maintaining active coverage, timely payments thereof, and the obligations described in the Employer Responsibilities and Time for Performance sections, the employer may be disqualified from the program. **Disqualification will result in the termination of BWC's obligations under this agreement. BWC reserves the right to recover grant monies by one or more of the following methods: billing the employer for the grant money received, forwarding the employer's information to the Office of the Attorney General of Ohio for collection, set-off, recoupment, or other administrative, civil and/or legal remedy.** If the employer merges or combines its business after receiving a grant, but before completing the four years of measurement reporting, the BWC Successorship Liability Policy will go into effect. The grant/predecessor employer is responsible for notifying the successor employer of the obligations under the Workplace Wellness Grant Program. The successor employer may be liable to repay any and all previously paid grant monies if these obligations are not met.

Disclaimer — If implemented correctly by the employer, the goal of the Workplace Wellness Grant Program is to substantially reduce or eliminate injury and illness in the workplace through addressing health risk factors and, hence, claims associated with the participating employees. BWC does not guarantee or warrant that the implementation of such a plan will result in a substantial reduction or elimination of injuries and illnesses in the workplace. In the event of an injury or occupational disease arising from the implementation of the program, the employer 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. BWC shall also not be liable for any damages in contract or in tort that may occur from the agreement between the employer and wellness program vendor.

Ohio elections law — Grantee hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of Ohio Revised Code (ORC) Section 3517.13 has made contributions in excess of the

limitations specified under Divisions (I), (J), (Y) and (Z) of ORC Section 3517.13

Conflicts of interest and ethics compliance certification — Grantee affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, Grantee affirms that a person who is or may become an agent of Grantee, not having such interest upon execution of this Contract shall likewise advise BWC in the event it acquires such interest during the course of this Contract. Grantee agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the ORC governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with BWC, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to BWC or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

Grantee, by signature on this document, certifies that Grantee: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, and (2) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with the Ohio ethics laws is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

Non-Discrimination and Equal Employment Opportunity — The Grantee will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders. The State encourages the Grantee to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

Authority — The person signing below for the employer states that he or she is either the owner, chief executive officer, chief financial officer, 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 all four years that BWC issues the grant checks. The signer's authority shall continue until the employer notifies BWC of the name of the successor.

By initialing this box, the employer agrees that it does not have an existing wellness program in place, as defined by this Application. The employer also agrees that it does not have an agreement with a wellness program vendor that has commenced prior to Feb. 6, 2012. The employer also confirms understanding that any changes pertaining to the wellness program vendor must be communicated to BWC.

Effective Date — The effective date of this Agreement is the latest date indicated below the employer's signature.

By my signature, I agree to fully comply with the terms and conditions of this agreement and the program and to use all monies solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and misleading or fraudulent statements made and/or if funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or service not associated with the implementation of a wellness program.

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

Employer's full legal name _____

Federal Tax I.D. _____

BWC Policy (Risk) number _____

Title _____

Name (please print) _____

Signature _____ Date signed _____

State of Ohio, Bureau of Workers' Compensation