

Association of Washington Cities Workers' Compensation Retro Program Safety Alliance

Participation agreement

Member name

L&I account number

As a member in good standing with the Association of Washington Cities, this Participation Agreement is made and entered into between the Association of Washington Cities Retro Program Safety Alliance ("Safety Alliance"), a member service of the Association of Washington Cities ("AWC") and [insert member name] ("Safety Alliance Member") for participation in the Retro Program to administer workers' compensation claims made to the Washington State Department of Labor and Industries ("L&I").

AWC Retro Program Safety Alliance:

Terms of participation are set forward in the AWC Retro Program Policies approved by the AWC Retro Board with the recommendations of the Retro Advisory Committee. The program policies set forth two classes of membership with separate eligibility requirements and conditions for participation:

1. Retro Pool members
2. Safety Alliance members

The Safety Alliance offers Association of Washington Cities ("AWC") member and associate member jurisdictions the ability to have professional claims management and loss prevention services without sharing in the risk of assessments nor the reward of refunds as in the AWC Workers' Comp Retro Pool ("AWC Retro Pool").

The AWC Retro Pool is an approved retrospective rating pool under RCW 51.18 and L&I retrospective rating program rules WAC 296-17B

The Retro Program Policies may be updated from time to time by the AWC Retro Board with or without notice to members.

1. Mission and goals

Mission

- A. Professional management of all L&I claims;
- B. Proactive risk management; and
- C. A forum for innovative techniques in risk reduction.

Goals of the program

- A. Be the premier workers' compensation program in the State of Washington;
- B. Achieve and maintain the highest standards for comprehensive employee safety programs; and
- C. Provide financial stability and exceptional stewardship of public resources.

2. Administration and management of the program:

AWC is responsible for the day-to-day operation of the Safety Alliance, which include:

- A. Assisting Safety Alliance members in reducing the frequency and severity of industrial injuries;
- B. Educating Safety Alliance members in the most appropriate ways to control costs;
- C. Providing claims management services, including access to online claims management system;
- D. Providing program information and training materials;
- E. Providing loss prevention and risk management services;
- F. Reviewing each Safety Alliance member annually for qualification for membership in the AWC Retro Pool;
- G. Representation at the Board of Industrial Insurance Appeals (BIIA) through mediation;
- H. Providing assistance with abatement and appeals of DOSH citations;
- I. Gathering required information and submitting Stay at Work (SAW) reimbursement applications with L&I;
- J. Maintaining the OSHA Injury and Illness log for all members.

3. Member agrees to:

- A. Remain a member of the Safety Alliance through the annual term of this agreement;
- B. Abide by all AWC Retro Program Policies as adopted by the AWC Retro Board;
- C. During the contract term, maintain an individual account for workers' compensation insurance in good standing with the Department of Labor & Industries;
- D. Comply with all applicable laws, rules and regulations set forth by L&I;
- E. Participate in safety and loss prevention programs available as a Safety Alliance member, including participating in programmed safety consultations with AWC staff;
- F. Demonstrate a commitment to maintaining a safe workplace and utilizing return-to-work strategies to reduce claims costs;
- G. Maintain membership in the Association of Washington Cities through the year for each year of Safety Alliance participation;
- H. Pay a service fee for each year of participation;
- I. Provide notification 60 days before the end of the term if the Safety Alliance member wishes to terminate the automatic renewal of the Participation Agreement;
- J. Consent that non-payment of service fees as agreed by this Participation Agreement will result in termination from the program.

4. Retro Program service fee:

Each year the agreement is in effect, the Safety Alliance member shall pay the AWC Retro Program six- and one-half percent (6.5%) of its annual L&I premium for the previous twelve (12) month calculation prior to each year of service.

Annual payments invoiced to Member will be based on a January to December calendar year. Except for agreements effective after January 1, for the first year the Agreement is in effect, the AWC Retro Program will invoice a prorated amount through the end of calendar year.

Member will remit payment within 30 days from the date of invoice.

5. Insurance:

The AWC Retro Program will maintain professional liability and general liability insurance through AWC of at least \$1,000,000 for each category during the performance of services. At Member's request, AWC agrees to provide certificates of insurance to evidence such coverage.

6. 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.

7. Public records:

Each party acknowledges that the other party is subject to the Washington State Public Records Act, Chapter 42.56 RCW. Any specific information that is claimed by the member to be confidential or proprietary must be clearly identified as such by the member. If a request is made to view the member's information and AWC determines that release of the information is required by the Act or otherwise appropriate, AWC will notify the member of the request and the date that such records will be released to the requester unless member obtains a court order enjoining that disclosure. If the member fails to obtain the court order enjoining disclosure, AWC will release the requested information on the date specified.

8. Terms of agreement:

The term of this agreement shall be from the enrollment date of the Safety Alliance member until December 31 of that same year and renewing automatically each subsequent year for additional one-year terms, in accordance with program policies and eligibility criteria, unless the AWC Retro Safety Alliance is notified in writing 60 days prior to the beginning of the next calendar year that the Safety Alliance member wishes to terminate the Participation Agreement.

Authorized by AWC Retro Program Safety Alliance Member

Printed name

Title

Signature

Date

Member city or jurisdiction

Address/Street

Authorized by AWC Retro Program



Deanna Dawson, AWC CEO

Date

(Form revised 12/15/23)