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Employer full, legal name (print or type)

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Federal tax ID number

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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, pursuant to Ohio Revised Code (ORC) Sections 4123.29 and 4123.34 and Ohio Administrative Code (OAC) Rule 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 no more than one (1) TWG grant per policy number every five (5) years. 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.

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 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.

BWC will reimburse the employer 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 the final, total out-of-pocket cost for the service or 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.

The employer must submit a transitional work plan and BWC approve it prior to the employer receiving grant reimbursement. BWC 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 up to its individual grant limit for five (5) years from the date of the mailing of the notice of approval of the grant, as long as BWC has transitional work grant funding available.

BWC will assist employers with 10 or fewer employees in writing a transitional work plan.

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.

### Disqualification

If for any reason the employer participating in 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. If the employer fails to implement the program within one year, the grant monies shall be considered misappropriated, and the employer shall repay the amount of the grant immediately. **Disqualification will result in the termination of BWC's obligation 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.**

### 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.

**Ohio elections law**

The employer hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

**Conflicts of interest and ethics compliance certification**

The employer 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, the employer affirms that a person who is or may become an agent of the employer, not having such interest upon execution of this Contract shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract.

The employer agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, 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 the Bureau 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.

**Non-Discrimination and Equal Employment Opportunity**

The employer will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders. The State encourages the employer 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, 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 signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

**Employer** \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

**Ohio Bureau of Workers' Compensation**

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John Logue, Administrator/CEO