

RESOLUTION NO. 024-2022

A RESOLUTION AUTHORIZING THE MAYOR AND/OR SERVICE-SAFETY DIRECTOR OF FINDLAY, OHIO TO ENTER INTO AN AGREEMENT WITH THE OHIO BUREAU OF WORKERS COMPENSATION FOR U-69 COVERAGE.


NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Findlay, State of Ohio:

SECTION 1: That this optional workers' compensation coverage will be furnished to individuals not considered employees, but are convicted persons performing community services ordered by Findlay Municipal Court (hereinafter referred to as "the Court").

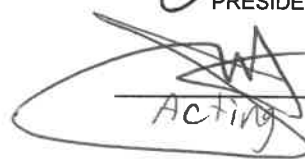
SECTION 2: That the Court will maintain a list of those covered by this policy for inspection upon request of the Bureau of Workers Compensation and will maintain records of the hours worked in community service.

SECTION 3: That this coverage is provided under Chapter 4123, of the Ohio Revised Code.

SECTION 4: This resolution shall take effect and be in force from and after the earliest period provided by law.



PRESIDENT OF COUNCIL Pro-Tem



Acting MAYOR

PASSED September 6, 2022

ATTEST Devin Devora
CLERK OF COUNCIL

APPROVED September 6, 2022



Contract for Coverage of State Agency or Political Subdivision Pursuant to O.R.C. 4123

Submit the form to BWC in one of the following ways.

Email: policyprocessing@bwc.state.oh.us

Fax: 614-719-5313

Mail: BWC Mail Processing Center Attn: Employer Services 30 W. Spring St. Columbus, OH 43215-2256

Important: If you email, fax, or mail the form to BWC, be sure to sign and date the form. BWC cannot process it without a signature.

This Contract by and between Ohio Bureau of Workers' Compensation (BWC) and the City of Findlay a state agency of the State of Ohio, or a political subdivision of the State of Ohio, hereinafter referred to as the State Agency and Public Employer; is entered into pursuant to the authority contained in Section 4123.03, Ohio Revised Code (ORC).

In consideration of mutual promises, agreements, and covenants herein contained:

- 1) The Public Employer agrees to submit with this contract at the time of the execution hereof a copy of the official action of the subdivision authorizing the execution of this contract. If this contract is being executed on behalf of a State Agency, the administrator, director or other top official of such agency authorized to execute contracts on behalf of such agency shall sign the contract;
2) The State Agency or Public Employer agrees to maintain at the outset of this contract and update throughout the entire term of this contract, a list of names, along with addresses, and any other information needed to identify and verify any persons covered under this contract, including termination dates for all individuals; and the employer shall make any such roster available to the bureau upon request;
3) BWC agrees to extend the benefits of the workers' compensation law under Chapter 4123, ORC, to such listed persons as may sustain injuries or occupational diseases in the course of and arising out of such services to the Employer, subject to all the provisions of Chapter 4123, ORC, provided that such persons were listed on the roster prior to occurrence of the injury or the inception of the occupational disease;
4) BWC agrees that the wage base for reporting payroll for premium purposes be as follows: The base to which the rates shall be applied to probationers shall be the State of Ohio minimum hourly wage provided by law, times the total hours worked for each probationer. Volunteer workers providing services in educational, welfare, social, and medical programs of the employer shall be reported at a base equal to the State of Ohio minimum wage, and never less than 20 hours per week, per volunteer; and that the Public Employer's resolution specifically define all categories of employees for which contract coverage is desired; and that the Public Employer agrees to maintain adequate records to support the reporting of wages, allowances, or any other type of remuneration, the payment of premium;
5) If this contract is being executed on behalf of a State Agency, it is mutually agreed that no payroll is to be reported for persons qualifying for workers' compensation benefits under the terms of this contract for premium rate-making purpose due to the state agency employer rate making methodology that calculates a rate representing paying dollar for dollar for all claim costs, and all claim costs will be added to the current rate making methodology;
6) It is mutually agreed that premium for Public Employer with respect to each person 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 provided. However, a premium refund will be made where the refund is occasioned by an adjustment in the premium rate;
7) BWC agrees to bill the Public Employer for the premium due under this contract at the time and in the manner applicable to the collection of premium due from the Public Employer by reason of the services of the employees;
8) The Employer agrees to submit the same applications for benefits as regular public employees, but shall designate in a prominent place on such application that it is for a "U 69 volunteer, probationer, etc.;"
9) BWC agrees to compute the average weekly wage, the base for the payment of benefits, in accordance with Section 4123.61, ORC, taking into consideration the wage earnings from sources other than the services rendered under this contract coverage;
10) The contract shall be in effect from and after the date BWC receives the contract;
11) It is further mutually agreed that either party may terminate this contract by notifying the other party in writing, by certified mail, of its intention to terminate. Said termination shall take effect on the date fixed in the written notification but no less than 30 days after the mailing of said notification. Upon termination, the rights, duties, and liabilities of each party shall cease except as to injuries occurring before the date of termination.

In witness whereof, the administrator of BWC for BWC and the top official of the state agency of the State of Ohio; or official of the political subdivision of the State of Ohio duly authorized by such agency; or subdivision and having the authority to execute the contract under the laws of the State of Ohio do execute this contract by affixing their signatures hereto.

Administrator Ohio Bureau of Workers' Compensation Date

Table with 2 columns: Policy number (332051020), Date, Signature (Christina M. Murray), Title (MAYOR)

Signature

Title SERVICE-SAFETY DIRECTOR

Date 8-29-22