



GROUP RETROSPECTIVE RATING PROGRAM PARTICIPATION AGREEMENT

RECITALS:

- 1) The Washington State Dental Association, hereinafter referred to as the "Association", has petitioned the Department of Labor and Industries, hereinafter referred to as "L&I", for enrollment in L&I's Industrial Insurance Group Retrospective Rating Program, hereinafter referred to as the "Program."
- 2) In conjunction with the petition for enrollment in the Program, the Association has engaged the services of Employer Resources Northwest, hereinafter referred to as "ERNW", for the purpose of providing program administrative, limited loss control and claims management services.
- 3) The purpose of the Program is to:
 - a) Earn a partial refund of the industrial standard premiums paid by Members in the Program;
 - b) Reduce the frequency and severity of industrial injuries suffered by employees of Members;
 - c) Provide a professional claims management system for Members
- 4) Under the terms of this Agreement and as a condition of program participation, each enrolled participant, hereinafter referred to as the "Member", is bound by a contractual obligation with the Association for claims management services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1) **Participation by the Member.** The Member agrees to participate in the Association's group retrospective rating program under the terms and conditions set forth hereinafter.
- 2) **Acceptance by the Association.** The Association agrees to accept the Member as a participant in the Program if the Member meets the eligibility requirements set forth hereinafter at paragraph 3 of this Agreement, and is subject to the various terms, requirements and conditions attached to such participation.
- 3) **Eligibility.** The Association, in its sole, absolute, and complete discretion, shall determine Member eligibility for the Program, in addition to other criteria, a member must:
 - a) Be determined to be eligible for retrospective rating and inclusion in the Program by L&I.
 - b) All owners of the practice have been disclosed and are members in "good standing" with the Association and L&I, having paid all premiums, fees, dues, penalties and assessments owed.
 - c) The Member's workers' compensation performance and L&I payment history meet the standards as set forth by the Association.
- 4) **Obligations of the Member.** The Member agrees to:
 - a) Cooperate fully with ERNW in all matters pertaining to claims administration, loss prevention, loss control, including but not limited to:

- i) immediately notify ERNW of any occurrence which could result in a workers' compensation claim;
 - ii) providing any and all information and evidence related to any said claim;
 - iii) meeting with ERNW or L&I representatives as necessary for the purpose of investigating, defending, or resolving any said claim;
 - iv) appearing at any official meetings or hearings of L&I related to any said claim; and
 - v) actively assisting ERNW in efforts to return an injured employee to work.
- b) Make a good-faith effort to act upon and implement loss prevention and loss control measures suggested by the Association, L&I and/or ERNW including offering an injured employee a light duty alternative if said light duty is reasonable under the circumstances.
 - c) Maintain their industrial insurance account at L&I in "good standing" through the timely payment of any and all premiums, penalties, fees and assessments due L&I.
 - d) Maintain membership in "good standing" with the Association, including the prompt payment of all dues, assessment and fees due the Association or the Program.
 - e) Participate in at least one (1) workers' compensation in-person training offered by the Association every three (3) years.
 - f) Assume financial responsibility for legal, expert witness, and/or surveillance costs in the event that the Member deems that such services are necessary.
 - g) Accept the decision of the Association if it is determined that the Member has failed to comply with the requirements of paragraph 4 of this Agreement.
 - i) Said Member shall be deemed in default hereunder and shall no longer be eligible for program participation until such time as the Association reinstates said Member.
 - ii) Any Member deemed "in default" shall forfeit the right to participate in any refund adjustments for any Program plan year in which they participated.

5) Claims Management Services. The Association agrees to provide the following services, and may elect to do so through the engagement of a professional claim management firm:

- a) Maintain records on each assigned Washington State claim and regularly manage and review all workers' compensation claims which adversely affect the plan year results of the Member and the Association;
- b) Represent the Member's interest and take appropriate action to minimize charges against the Member's L&I industrial insurance account;
- c) Verify the facts surrounding each time loss claim and arrange for medical, vocational or other expert review as necessary;
- d) Conduct interviews, and/or take statements from, the claimant, witnesses, medical providers, vocational counselors, and other experts or representatives as necessary;
- e) Monitor the treatment programs of claimants as necessary;
- f) Assist the Member in arranging claimant rehabilitation, retraining, or light duty as appropriate;
- g) Provide regular statistical and narrative reports concerning the status of industrial insurance claims which impact Program results;
- h) Provide services that are in compliance with Washington statutes and administrative codes;
- i) ERNW shall not provide services that are deemed to be the practice of law.

6) Duration of Agreement / Termination of Participation.

- a) This Agreement shall be effective as of the date of program enrollment and will remain in effect until canceled by the member as discussed in paragraph 6(d), or upon removal from the program by the Association.
- b) For the purposes of this agreement the programs plan year starts on April 1st and ends on March 31st of each year.
- c) The member will be automatically reenrolled into the program at L&I for subsequent program plan years unless the member cancels participation, as described in 6(d), or is removed from the program by the Association.
- d) This Agreement may only be canceled by the Member at the end of any given plan year. The Member agrees to notify ERNW and the Association in writing prior to March 15th of the start of the next plan year of their desire to discontinue Program participation.
- e) Should a Member elect not to participate in the Program at the end of any given plan year, said Member shall be entitled to a pro-rata share of any premium refund due the Association for the plan years in which the Member was enrolled.
- f) Further, the entitlement to any such refund shall be contingent upon maintaining "Eligibility" as defined in paragraph 3 above. The Association may use any and all of the Member's refund, for any plan year in which they participated, to satisfy any amount owed to the Association, L&I and/or ERNW.
- g) As set forth hereinafter, the Association shall be entitled to withhold all or a portion of the refund which would otherwise be payable to the Member for the purpose of meeting future repayments or liabilities imposed by L&I.

7) Distribution of Premium Refund. The Association, in its sole, absolute, and complete discretion, shall determine the timing and amount of distribution of all, or any part of refunds to Members. The Association shall use the following methodology in its consideration of refund distribution:

- a) Up to 25% any refund earned may be set aside at the discretion of the Association to offset program administration expenses, establish a contingency reserve fund, offset potential future liabilities, for Association sponsorship, or for any other purpose the Association deems necessary and appropriate.
- b) Remaining funds will be distributed on a pro-rata basis to the Members of the adjusted plan year as follows:
 - i) 25% will be distributed based on each Member's percentage share of the total standard premium.
 - ii) 50% will be distributed based on each Member's standard premium and developed losses as it relates to the refund.
 - iii) 25% will be distributed to each member that has participated in an in-person workers' compensation training seminar conducted by WSDA or ERNWest within the last three (3) years.
- c) To be eligible to receive a premium refund a Member must maintain their Association membership in good standing during the plan year and its subsequent adjustment periods. In the event a Member does not maintain their Association membership in good standing, any refund they are entitled to may be used for any purpose the Association's Retro Oversight Committee deems appropriate.
- d) At the time of the first adjustment for the plan year Members will receive a partial distribution of up to 40% of the net first adjustment refund (first adjustment refund minus any refund allocated under 7(a) above). Said distribution is at the discretion of the Association's Retro Oversight Committee.
- e) At the time of the second adjustment for the plan year Members will receive a partial distribution of up to 70% of the net second adjustment refund (second adjustment refund minus any refund allocated under 7(a) above). Said distribution is at the discretion of the Association Retro Oversight Committee.

- f) The Association will hold any funds not distributed at the first and second adjustments until the final adjustment at which time final distribution will be made based on the distribution formula set forth in paragraph section 7(b).
- g) Interest earned on money held by the Association between the first, second and final adjustments will be used by the Association to help offset Program expenses.
- h) At the time of any distribution should the Member owe funds to L&I, the Association or ERNW, upon approval of the Association's President, the Member's refund may be utilized to help satisfy the outstanding balance.

8) Payment of Assessments and Member Liability.

- a) Should a plan year assessment occur:
 - i) The Association will pay any additional premium assessment due to L&I with the funds set aside under paragraph 7(a), or though other financial resources that may be available to the Association.

9) Limitation of Liability and Indemnification.

- a) The Member agrees to hold the Association, its Board of Directors, its Retro Oversight Committee, other Members and ERNW harmless from and against any and all claims, demands, losses, liabilities, obligations, damages, costs, and expenses (including reasonable attorney's fees) resulting from or arising out of participation or denial of participation in the Association Group Retrospective Rating Program.
- b) The Association, its Board of Directors, its Retro Oversight Committee and ERNW makes no guarantees, warranties or assurances regarding any projected future group or individual refunds. As a party to this Agreement the Member acknowledges and understands that due to numerous factors any Program refund projections may change.

10) Confidentiality. The Association, its Board of Directors, its Retro Oversight Committee, other Members, and ERNW shall not use confidential information about the Members other than for the purposes of administering and managing the Program.

11) Direct Medical Payment. The program and participants shall abide by the terms and conditions of WAC 296-17, which prohibits the direct payment to medical service providers for medical services related to an industrial injury or occupational disease. Violation of this WAC provision may cause a participant's removal from the program, and may bar the participant from participation in all future retrospective rating programs supervised by L&I. Payment of monthly direct fees made on behalf of employees to qualifying direct primary care service providers as permitted by RCW 48.150.050 does not disqualify the program or participant from participating in the program.

13) Attorney Fees. If legal action is instituted to enforce any of the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs to be awarded by the court. It is agreed that the venue of any such legal action, regardless of which party to this Agreement may commence the same, shall be in the Superior Court of the State of Washington for King County.

14) Prior Agreements. This Agreement and any attachments contain the entire understanding of the parties relating to the subject matter hereof and shall supersede any prior written or oral agreements or communications between the parties pertaining to the subject matter of this Agreement.

15) Amendment. This Agreement shall not be amended except by a writing duly executed by each of the parties.

16) Governing Law. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.



Acknowledgment of Participation Agreement

Washington State Dental Association Retrospective Rating Program

As an applicant to participate in the Washington State Dental Association Group Retrospective Rating Program I hereby acknowledge and agree to the terms and conditions as set forth in the Group Retrospective Rating Program Participation Agreement.

DATED this _____ day of _____, 20__

"PARTICIPANT"

Business Name

Unified Business Number (UBI)

Signature (owner, partner, corporate officer)

Type or print name & title

Phone

email

****please provide an email address appropriate to communicate confidential information such as claim data.****

Practice Owner

ADA Number or Dental License Number

Please list all practice owners, including their ADA/dentist license number

A signed acknowledgment must be completed and submitted to the Washington State Dental Association Group Retrospective Rating Program by

December 01, 2021

Fax this completed form to (253) 237-0883, or scan/
email to mpascavage@ernwest.com

*A photo copy or fax of this Agreement will have the same effect as the original.
Please direct all questions regarding the program and agreement to Julie Osterberg (253) 881-5669.*



**APPLICATION FOR GROUP MEMBERSHIP
 AND AUTHORIZATION FOR RELEASE OF INSURANCE DATA**

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|----------------------|
| Mail to association: |
| Employer |

Retro ID _____

UBI _____

Account ID _____

Application Deadline _____

Coverage Year Beginning _____

If you have more than one L&I industrial insurance account you **must** enroll all sub accounts that are of a similar business nature. You **may** elect to enroll all dissimilar businesses.

If you want to enroll **dissimilar** businesses, please check the sub account box. →

If you have questions about this requirement please contact the business association listed above or L&I at (360) 902-4851.

As a member of the sponsoring organization listed above, this employer applies for enrollment in the retrospective rating group sponsored by the organization. L&I will notify the sponsoring organization of acceptance or denial of your application to participate in the group. It is the responsibility of the sponsoring organization to notify you of this acceptance or denial. As a pre-requisite of enrollment each of your industrial insurance accounts must be in good standing at the time of enrollment or you will not be allowed to participate in retrospective rating.

By signing this application, the employer named above agrees with all of the following conditions:

- L&I will automatically re-enroll the employer as a member of the group in future coverage periods provided the employer’s industrial insurance account is in good standing at the time of re-enrollment. If the employer does not want to participate in future coverage periods the employer or sponsoring organization must notify L&I in writing prior to the beginning of the respective coverage period.
- The employer authorizes L&I to furnish the sponsoring organization or their designee with data and information obtained from the employer’s industrial insurance account(s).
- The sponsoring organization will represent the employer in all matters applicable to retrospective rating participation and the employer’s industrial insurance account(s).
- The employer agrees to comply with L&I rules, regulations and laws and is bound by the terms of the agreement between the sponsoring organization and L&I.
- The employer will cooperate with L&I claims management activities and will participate in the sponsoring organization’s claims management and workplace safety initiatives.
- All retrospective rating adjustments that may be earned by the employer will be given to the sponsoring organization. L&I is not involved in the distribution of a group refund to the individual group members except in the case of defunct group.

These conditions are in effect immediately and will remain in effect through the term of any agreement between the sponsoring organization and L&I.

NOTE: L&I disclaims any interest in any other contract you may enter into with the sponsoring organization as their pre-requisite of your participation in the retrospective rating group that they sponsor, and L&I neither approves or disapproves of any language or provision contained in these other contracts.

RETURN this application directly to the above organization.

DO NOT send this application directly to L&I.

Signature of an owner, partner or corporate officer of the employer named above is required to participate in this retrospective rating group.

| | | |
|--------------------|-----------------------------------|-----------|
| Type or print name | Title | |
| Date | Owner, partner, corporate officer | Signature |

Index: APM

