

## Association of Washington Cities Workers' Compensation Retro Program Safety Alliance

### Participation Agreement

As a member in good standing with the Association of Washington Cities

Whatcom Transportation Authority (WTA)

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**Member name**

813,286-00

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**L&I account number**

Enrolls by this agreement as a member in the Association of Washington Cities Retro Program Safety Alliance ("Safety Alliance") to administer workers' compensation claims made to the Washington State Department of Labor and Industries ("L&I").

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 ("Retro Pool").

#### 1. Mission and goals of the Safety Alliance:

##### Mission

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

##### Goals

- 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 & management of the Safety Alliance:

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

- A. Assisting program participants in reducing the frequency and severity of industrial injuries;
- B. Educating program participants in the most appropriate ways to control costs;
- C. Providing claims management services, including access to online claims management system, Risk Console;
- D. Providing program information and training materials;
- E. Providing loss prevention and risk management services.
- F. Reviewing employer program 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 requests with L&I.
- J. Maintaining the OSHA Injury and Illness log for all members.
- K. All other services and reports agreed to in the Whatcom Transportation Authority Contractual Agreement Exhibit A.

**3. Safety Alliance Member agrees to:**

- A. Remain a member of the Safety Alliance through the annual term of this agreement;
- B. Abide all Retro Program Policies as adopted by the AWC Retro Board;
- C. Comply with all applicable laws, rules and regulations set forth by L&I;
- D. Participate in safety and loss prevention programs available as a Safety Alliance member;
- E. Demonstrate a commitment to maintaining a safe workplace and utilizing return-to-work strategies to reduce claims costs;
- F. Maintain membership in the Association of Washington Cities through the year for each year of Safety Alliance participation;
- G. Provide notification 30 days before the end of the term if the service program member wishes to terminate the automatic renewal of the agreement.
- H. Non-payment of service fees as agreed will result in termination from the program.

**6. Safety Alliance Service Fee:**

Safety Alliance members are required to pay program fees of 6.5% of premium to join the Safety Alliance Program. Safety Alliance members do not participate in the "good performance rebate" available to Retro Pool members.

**7. 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.

**8. Term of agreement:**

The term of this agreement is outlined in the AWC – WTA Claims Management Agreement.

**Authorized by AWC Retro Program Safety Alliance member:**

\_\_\_\_\_  
Les Reardanz

\_\_\_\_\_  
*General Manager*

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
4011 Bakerview Spur

*Les Reardanz*

\_\_\_\_\_  
05/03/2023

*Bellingham, WA*  
Signed: Wednesday, May 3, 2023

\_\_\_\_\_  
(Date)

**Authorized by AWC Retro Program Safety Alliance:**

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*Deanna Dawson*

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*(Title)*

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*(Signature)*

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*(Address/Street)*

(Form revised 12-15-16)