

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE RE-ENROLLMENT APPLICATION FOR THE COUNTY'S CONTINUED PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RATING PLAN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of August, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Spencer moved the adoption of the following

RESOLUTION

WHEREAS, the County Commissioners Association of Ohio (CCAO) established the "CCAO Service Corporation Workers' Compensation Group Rating Plan", pursuant to Ohio Revised Code 4123.29; and,

WHEREAS, the Board adopted Resolution #92-377, on June 4, 1992, authorizing the county's participation in this group rating plan; and,

WHEREAS, CCAO projects a cost savings for Auglaize County for calendar year 2009 to be \$61,547.00; and,

WHEREAS, the Board feels this savings to be significant enough for continued association with this group rating plan.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute a re-enrollment application for the County's continued participation in the CCAO Workers' Compensation Group Rating Plan for calendar year 2009; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the payment of the CCAO Worker Compensation Group Rating Plan Administration fee as determined and submitted by the CCAO; and,

BE IT FURTHER RESOLVED that a copy of the executed agreement be made a part of this Resolution.

Mr. Kramer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
19th day of
August, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


John N. Bergman, yes


Douglas A. Spencer, yes


Ivo J. Kramer, Yes

cc: CCAOSC – Beth Miller
County Auditor – Janet Schuler
Sedgewick CMS - CompManagement, Inc.

2009 Group Savings Summary - Pooled Group

Prepared by COMPANAGEMENT, INC.

Policy No.: 30600001
 Employer: Auglaize County

GroupID: 00484
 Assoc. Name: County Commissioners Association

Manual	Base Rate	Annual Payroll	Estimated Individual Rating* =				Estimated Group Discount* =							
			Indiv. Rate	Admin. Rate**	DWRF	Add'l DWRF	Total Ind. Rate	Total Ind. Premium	Admin. Rate**	DWRF	Add'l DWRF	Total Grp Rate	Total Grp Prem	
9430	2.45	15,431,965	1.62	0.1588	0.1	0.0025	1.8413	284,149	1.54	0.1509	0.1	0.0025	1.7534	270,584
9439	56.02	13,070	36.97	3.6231	0.1	0.0560	40.7091	5,321	35.29	3.4584	0.1	0.0560	38.8644	5,080
			Total Indiv. Premium without DWRF's:				\$279,809				Total Estimated Group Premium:			
							\$289,470				\$275,664			

<u>ESTIMATED GROUP (POOLED) SAVINGS</u>			
Individual Payroll	Total Group Savings	Estimated Pooled Savings	
Total Group Payroll 15,445,035			
533,298,207 X	2,125,143	=	\$61,547
ESTIMATED GROUP PREMIUMS			
Total Estimated Group Premium:	Pooling Adjustment***	Est Total Group Premiums	
\$275,664	\$47,741	=	\$227,923

<u>SUMMARY</u>	
Individual Group Savings (Total Indiv. - Total Group Premiums):	\$13,806
+ Pooling Adjustment***:	\$47,741
= Total Net (Pooled) Savings:	\$61,547
Est Total Group Premiums:	\$227,923
Est Effective Premium Rate for Budgeting:	1.4757%

*The 2009 premium amounts are for the payroll period from 1/01/2009 to 12/31/2009.

**BWC administrative costs are calculated as 9.80% of premium.

***The association has adopted a pooling concept whereby all members will pay adjusted premiums to create a fair distribution of savings within the group. Therefore, a Pooling Adjustment is established comparing Individual Group Savings to Pooled Savings. A Negative Pooling Adjustment amount represents a contribution TO the group. A positive Pooling Adjustment amount represents a contribution FROM the group.

Projections of individual and group rates are estimated using BWC loss information as of 6/30/2007 and the most recent historical payroll information provided by the BWC. Estimates of premium must be projected in advanced of the application deadline. Therefore, the actual premium will vary from the estimates depending upon group enrollment level, BWC rates, experience calculations, and actual payroll relative to the Jan. 2009 merit rated experience.



**EMPLOYER STATEMENT FOR
GROUP RATING PLAN**

INSTRUCTIONS:

- Please print or type.
- Please return complete statement to the attention of the sponsoring organization you are joining.
- If you have any group rating questions, please call BWC at (614) 466-6773.

BWC USE ONLY
Application effective with policy year beginning

NOTE: This application must be reviewed and approved by the Employer Programs Unit Group Underwriters BEFORE it becomes effective

Employer Name Auglaize County	Telephone 4197396710	Policy Number 30600001
Address 209 South Blackhoof Street Suite 201	City Wapakoneta	State OH 9-digit Zip Code 45895

GROUP RATING PLAN ENROLLMENT

I agree to comply with the Bureau of Workers' Compensation group rating rules (Ohio Administrative Code Rules 4123-17-61 through 4123-17-68). I understand that my participation in the group rating plan is contingent on such compliance. This form supersedes any previously filed AC-26.

I am a member of County Commissioners Association sponsoring organization and would like to be included in their group named County Commissioners Assoc that they sponsor for the policy year beginning January 1, 2009 and each succeeding policy year until rescinded by the timely filing within the preceding policy year of another AC-26, or until the group administrator does not include my company on the employer roster for group rating. I understand that the employer roster submitted by the group administrator will be the final, official determination of the group in which I will or will not participate. Submission of this form does not guarantee participation.

I understand that the organization's representative CompManagement, Inc. (000900-80) (currently, as determined by the organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand that the representative for the group will continue as my individual representative in the event that I no longer participate in the group rating plan. At the time I am no longer a member of the group, I understand that I must file an AC-2, permanent authorization form, in order to cancel or change individual representation.

CERTIFICATION

John N. Bergman certifies that he/she is the Treasurer / Owner / Partner
 (OFFICER NAME) (TITLE)
 of Auglaize County, the employer referred to above, and
 (EMPLOYER NAME)

that all of the information is true to the best of his/her knowledge, information, and belief, after careful investigation.

John N. Bergman
 (OFFICER SIGNATURE)

August 19, 2008
 (DATE)

COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS' COMPENSATION GROUP RATING PLAN AGREEMENT

THIS AGREEMENT, dated as of July 1, 2008, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and **Auglaize County** ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO") acting through CCAOSC, its Service Corporation, as sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group for the benefit of its membership for the purpose of obtaining a group rating pursuant to Section 4123.29, ORC. The terms and conditions for participation in the CCAO Group Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Rating Plan, hereafter referred to as the "CCAOC Group Rating Plan" or the "Plan". The principal office of the CCAO Group Rating Plan shall be located at 37 West Broad Street, Suite 650, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Rating Plan is intended to: (1) achieve lower workers' compensation rates for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

1. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:
 - (1) CCAO was created more than two years prior to the date of application for Group coverage.
 - (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
 - (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
 - (4) The aggregate workers' compensation premiums of Group members are expected to exceed \$150,000 during the rating period covered by this Agreement.

2. The Participant represents and warrants as follows:
 - (1) It is a member in good standing of the County Commissioners' Association of Ohio.
 - (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.
 - (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
 - (4) Its 2007 calendar year payroll does not exceed \$55,000,000. Counties with a 2006 calendar year payroll of \$55,000,000 or more will not be eligible for membership in the Rating Plan. The maximum annual payroll amount may be adjusted annually by the CCAO Workers' Compensation Group Rating Plan.
 - (5) It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Rating Plan.

1. CCAOSC shall:
 - (1) coordinate and administer the CCAO Group Rating Plan in accordance with this agreement.
 - (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Rating Plan; and
 - (3) perform such additional duties as are required of it by this Agreement.
2. The Participant shall:
 - (1) join and participate in the CCAO Group Rating Plan; and
 - (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: PENALTY RATED PARTICIPANTS

Additionally, the participant recognizes that the inclusion of Group members with a penalty modification detrimentally affects the Group rate. Each year, CCAOSC, in consultation with the TPA, shall analyze the projected experience modification of all prior year plan members. CCAOSC, in its sole discretion, may determine that a plan Participant is not eligible for any subsequent year Group plan and not renew said Participant. Alternatively, CCAOSC, in its sole discretion, may create additional allocations or contributions of such Participants, including the formation of a "Premium Discount Pool".

Effective June 1, 1999, a penalty rated county that has not previously participated in the Plan will not be eligible for membership in the Plan.

Section VII: PREMIUM DISCOUNT POOL PARTICIPANTS

Effective for the policy year commencing January 1, 1998, CCAOSC created a Premium Discount Pool. Prior year Participants projected to be in a penalty rating **must participate** in the CCAOSC Premium Discount Pool in order to remain in the Group Rating Plan. CCAOSC Premium Discount Pool Participants are required to implement the **CCAO 10 Step Safety Plan for County Government**, and must submit an annual progress report to CCAOSC. However, enrollment in the Bureau of Workers' Compensation's Premium Discount Program (PDP) shall be at the discretion of the Participant. To enroll in the BWC's PDP, the Participant shall complete and submit directly to the BWC a "UA-5 Application For Premium Discount Program", and shall meet all requirements of the Bureau of Workers' Compensation for continued participation in the PDP.

The savings for participants in the Premium Discount Pool shall be determined as follows: A savings calculation will be made as if all Premium Discount Pool members had been included in the Group as filed with the OBWC, without deducting any discounts from the BWC's PDP program. Premium Discount Pool Participants will receive the difference between a 10% reduction to their individual premium rate and the amount calculated as if the Participant was included in the Group program filed with the OBWC.

A penalty rated Participant who became penalty rated prior to January 1, 2002 will be eligible to participate in the Premium Discount Pool for a total of four years within a rolling seven year period, during which they remain penalty rated or otherwise ineligible for Group membership. A penalty rated Participant who became penalty rated after January 1, 2002, may remain in the Premium Discount Pool for not more than three years within a rolling five year period during which they remain penalty rated or otherwise ineligible for Group membership. A Participant who is predicted to be penalty rated and is therefore removed from the Group and placed in the Premium Discount Pool, but their actual premium rate comes in as a credit ratio, will not have that year counted toward their maximum years of Premium Discount Pool eligibility.

Section VIII: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group rate must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group rate will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group rate is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that in forming a group the OBWC will calculate a group rate for the CCAO Group Rating Plan which shall be applied uniformly to the members of the Group regardless of each Participant's individual rate. It is further understood that OBWC shall calculate premiums, as provided by law, multiplying the group rate (as described above) times each Participant's individual payroll.

In order to allocate the savings derived by formation of the Group, and to maximize the number of Participants in the Group, it is hereby agreed that annually the CCAOSC shall estimate the total savings which shall accrue to the Group through its formation which shall include the amount of savings for Participants in the Premium Discount Pool (Section VII of this agreement). The CCAOSC shall notify each Participant of the estimated savings as well as the estimated rebates and/or additional billings required so that yearly budgeting may be facilitated on a timely basis for the Participants.

Upon receipt of the actual year-end payroll figures from each Participant, the CCAOSC shall calculate the total realized savings which shall accrue to the Group through its formation, and collect contributions from and pay rebates to the Group's various Participants. The Participants determined to be eligible for the Group filing shall receive the share of the Group savings which shall be equal to the total savings of all Group members less Premium Discount reimbursements multiplied by the percentage found by dividing the Participants' individual payroll by the total payroll of all participating Group members.

Premium Discount Pool Participants shall receive the difference between a 10% reduction in their individual premium rate and the amount determined as if the Participant was included in the Group program filed with the Ohio Bureau of Workers' Compensation. Individual payroll divided by the payroll of all plan members will be applied to the plan savings as if the Participants were included in the Group filing.

CCAOSC shall bill any contributions due from individual Participants no later than sixty (60) days following receipt by CCAOSC of all the payroll reports submitted by Participants to the OBWC. Bills for contributions are due and payable to CCAOSC within thirty (30) days of receipt. In the event of a delinquency, interest at a rate equal to the prime interest rate on the date of delinquency as charged by the bank in which CCAOSC Workers' Compensation Group Rating Plan funds are held may be added to the amount due and owing.

All rebate checks shall be paid to those Participants due rebates no later than ten (10) days from the date of receipt by CCAOSC of all contributions due from individual Participants.

Section IX: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section IX) relating to the Plan's activities. The cost of these services shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee, and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant may at its sole expense, engage the services of an attorney, or other qualified TPA, or representative for claims-related matters, such as hearings before the respective state agencies.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section X: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the statutory requirements for a group rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee. The costs for risk management services shall be allocated, billed and paid in the same manner as described in Section IX, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. For such audits, the Participant shall have the option of (1) using a qualified private safety consultant of the Participant's choice, subject to CCAOSC's approval; or (2) requesting CCAOSC to arrange for an audit performed by the Ohio Division of Safety and Hygiene ("ODSH"). It is understood that the ODSH will perform an audit at no additional cost. However, if the Participant chooses to utilize a private safety consultant it shall do so at its own cost. A copy of the audit results and safety recommendations shall be provided to CCAOSC upon CCAOSC's request. The Participant and CCAOSC agree that if a private consultant is engaged by the Participant to perform an audit, the consultant will act as an independent agent, not subject to the direction and control of CCAOSC.

Section XI: GENERAL MANAGEMENT FEES

The Participant agrees to pay anticipated general management fees during the term of the Agreement, if any, as described and in the manner specified in Section IX, above.

Section XII: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee, which shall consist of nine members. Two of said members shall be the President and the Treasurer of CCAOSC; the remaining seven members shall be representatives of the Participants, elected by the Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- (1) to approve the selection of a TPA, as provided in Section IX hereof;
- (2) to review and approve proposed TPA fees, fees for risk management services, and general management fees, and to provide for the billing and collection thereof;
- (3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be delegated to it from time to time by the Group.

Section XIII: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2009 and thereafter. CCAOSC may terminate this Agreement upon sixty (60) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Rating Plan for the next annual rating period provided sixty (60) days written notice of intent to withdraw from the CCAO Group Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently the last business day in August of the year prior to the applicable annual rating period. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Rating Plan prior to withdrawal therefrom.

Section XIV: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) properly signed and authorized copy of this Agreement; (2) properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before OBWC. A Participant's initial application shall also include a one-time membership fee in the amount of \$2,000. In order to remain in good standing and to remain eligible for Group membership, a Participant must be current in all financial obligations to the Group, and shall provide to CCAOSC annually, prior to the OBWC group rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before OBWC.

Section XV: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Rating Plan. All Group Rating funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessment of premiums levied by OBWC against it. Neither the CCAO Group Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

The Participant acknowledges that group rate setting is solely the function of the OBWC. It is understood that such considerations as the "TM Calculation", "Credibility Factor", and "Loss Value Limitation", shall be assigned by OBWC at the group, rather than the individual, level.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAO SERVICE CORPORATION

Date: 06/1/2008

By: *David W. Brooks*

David W. Brooks

COUNTY OF Auglaize County

Date: 8-19-08

By: *John N. Bergman*

Signature of Authorized Official

County Name: Auglaize County

Address: 209 S. BLACK HOOFF ST. RM 201

City, State, Zip: Wapakoneta, Ohio 45895

OBWC Number: 30,600,001

Name of Participant's TPA
for claim-related matters: Comp Management

APPROVED AS TO FORM

Prosecuting Attorney

County Commissioners' Office
Auglaize County, Ohio
August 19, 2008

No 08-305

IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT WITHIN THE SOLID WASTE FUND.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 19th day of August, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board did receive the following correspondence from Coordinator David Reichelderfer:

This memo is to advise you that we lack sufficient funds in the Supplies account of the Solid Waste Fund. The cost increases in propane and diesel fuel has been the main contributor to this situation. I am therefore requesting that you make the below listed adjustment to that budget to allow the District to operate the Recycling Center and system.

FROM: 004.0004.530601 – Cost Allocation \$ 7,000.00
TO: 004.0004.530300 - Supplies \$ 7,000.00

Thank you in advance for your consideration in this matter. If you have any questions, please advise.

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following budget adjustment:

From: 004-0004-530601 – Cost Allocation
Amount: \$ 7,000.00
To: 004-0004-530300 – Supplies

Mr. Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 19th day
Of August, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer YES
Douglas A. Spencer

Ivo J. Kramer YES
Ivo J. Kramer

Cc: County Auditor
Solid Waste