AGREEMENT between OHIO BUREAU OF WORKERS' COMPENSATION and

Safety Council of Greater Columbus

This is an Agreement by and between **Safety Council of Greater Columbus** (hereinafter referred to as the "Safety Council"), sponsored by the Sponsor doing business under the laws of the State of Ohio at 1175 Dublin Road, Columbus OH 43215 and the **State of Ohio, Bureau of Workers' Compensation** (hereinafter referred to as the "Bureau"), having offices at 30 West Spring Street, Columbus, Ohio 43266-2256, entered into the day, month and year set below.

Whereas the Bureau's Division of Safety & Hygiene and the Safety Council seek to establish by mutual consent such reasonable regulations in order to stimulate greater interest in the prevention of accidents and maintain a high standard of operation by conducting a co-sponsored safety campaign, now,

Therefore, the parties hereto mutually agree to the following:

1. MUTUAL TASKS. The Safety Council, in consideration of the Bureau's promise to make grants to the Safety Council to pursue the joint purpose of a safety campaign in accordance with the terms set forth in this agreement and the **FY18 Policies and Guidelines Manual**, agrees and promises to provide the following services:

a. Maintain a working relationship with the Division of Safety & Hygiene and follow all procedures of the safety council program, outlined in the program's FY18 Policies and Guidelines Manual, as amended from time to time.

b. Schedule, organize and lead at least quarterly meetings of the safety council steering committee for the organization and planning of the safety council program schedule.

c. Coordinate and direct the co-sponsored safety council program.

d. Distribute semi-annual reports to the participating companies, collect and review these reports and submit them to the Division of Safety & Hygiene for calendar year 2017 by mid-February, 2018, utilizing BWC's web application to submit the semi-annual report statistics.

e. Conduct a minimum of ten meetings, conferences, and seminars with the membership for the purpose of providing information and education and identifying resources in accident prevention, workers' compensation, and risk management.

f. Notify the Division of Safety & Hygiene of all safety council meetings, conferences, and seminars.

g. Attend all safety council leaders' conferences sponsored by the Division of Safety and Hygiene.

h. Encourage all companies to use the safety services of BWC.

i. Provide an evaluation of any safety council meeting, with an accurate attendance figure and submission of sign-in sheets, immediately following each event.

j. Follow all financial reporting guidelines set forth by BWC including:
    a. Maintain a separate bank account for all safety council funds
    b. Report detailed safety council income and expenses to the safety council steering committee at least once per quarter
    c. Report high level safety council finances to membership at the conclusion of the fiscal year

k. For fiscal year 2018 (FY18) rebate program, maintain accurate records of member program participation and enrollment, including submission of monthly meeting sign-in sheets, annual rebate eligibility spreadsheet and copies of documents provided as proof of external training.

l. Maintain appropriate and active workers' compensation coverage and have no outstanding balance with BWC.

m. Submit two signed copies of this agreement with a list of current safety council steering committee members.

The Bureau will furnish program policies and guidelines and other materials and instructions necessary to operate such safety council program.

2. METHOD OF PAYMENT. The Bureau, in consideration of the Safety Council's promise to perform services in accordance with the terms of the Agreement, does hereby grant to the Safety Council $ 26,950 for fiscal year 2018 to be disbursed by the Bureau in the amount of $ 13,475 in two semi-annual installments.

3. FINANCIAL ACCOUNTABILITY AND RULES COMPLIANCE.

Compliance with Revised Code Sections 9.23 through 9.236: For any contract in which the payment equals or exceeds **$25,000.00**, the Safety Council agrees to comply with Revised Code Sections 9.23 through 9.236 and the rules of the Attorney General as they may be adopted under Section 9.237, regarding financial accountability of persons that contract with the state for services performed primarily for the benefit of the public, including, but not limited to, the following:

A. Pursuant to R.C. Section 9.232(A), the Bureau and Safety Council hereby agree that the minimum percentage of money that is to be expended on the Safety Council's Direct Costs to perform the Work will be a minimum of 80%. The Payment Earned shall be a total of Direct Costs and Allocable Non-direct Costs. Allocable non-direct costs are determined by a formula; Allocable Nondirect Costs are not to exceed the amount of Direct Cost divided by the above percentage minus the amount of Direct Cost. The Payment Earned equals the total of the Direct Costs and Allocable Nondirect Costs, which shall not in any event exceed the amount to be disbursed as set forth in Paragraph 2, above.

B. The records that the Safety Council must maintain to document such direct costs pursuant to R.C. 9.232(B) shall consist of the following: The Safety Council shall keep financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located.

The Safety Council shall keep a separate account for this contract ("contract account"). All disbursements made from the contract account shall be only for obligations incurred in the performance of this contract and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, to support such disbursements. All disbursements from the contract account shall be for obligations incurred only after the effective date of this contract.

During the period covered by the contract and until the expiration of three years after final payment under the contract, the Safety Council shall provide the State, its duly authorized representatives, or any person, agency, or instrumentality providing financial support to the work performed under the contract, with access to and the right to examine any books, documents, papers and records of the Safety Council involving transactions related to the contract.

C. Safety Council shall comply with the financial review and audit requirement established under R.C. Section 9.234 and the rules of the auditor of state adopted under Section 9.238.

D. Safety Council shall comply with the Rules 109-3-01 through 109-03-04 as established by the Attorney General under Section 9.23; as such Rules are from time to time modified and amended.

E. Pursuant to R.C. 9-232(F), Safety Council and the Bureau hereby agree that any excess funds disbursed to Safety Council in excess of the contract payment earned will be repaid to the Bureau.

4. TIME OF PERFORMANCE. The Safety Council agrees that all services promised to be performed pursuant to this Agreement shall commence on July 1, 2017, and shall be completed no later than June 30, 2018, after which this Agreement shall terminate and be of no force or effect. This Agreement shall become effective upon the execution by all parties to the Agreement, and on compliance with any and all conditions precedent.

5. TERMINATION. It is mutually understood and agreed that during the term of this Agreement either party may terminate said Agreement upon thirty (30) days written notice prior to the effective date of termination. Termination is effective only for the following causes: (1) need to conserve funds; (2) deterioration of the safety campaign as determined by the Bureau; (3) change in administrative policy by the Bureau, and/or (4) failure on the part of either party to comply with this Agreement.

6. MODIFICATION. The parties may, by mutual agreement, modify or rescind the terms of this Agreement. Any such modification, including extensions, or rescission shall not be effective unless expressed in writing and signed by the parties hereto. Such modifications shall not be effective until compliance with any and all conditions precedent this agreement.

7. CONDITIONS PRECEDENT. It is expressly understood and agreed that approval of this Agreement by the Office of Budget & Management, pursuant to Ohio Revised Code Section 126.07, and that certification of the availability of funds sufficient to meet the obligation proposed to be incurred hereunder, shall be conditions precedent to the creation of any obligation under this Agreement. It is further agreed that in the event that the maximum sum payable hereunder shall equal or exceed the sum of fifty thousand dollars, the approval and expenditure of such sum by the Ohio State Controlling Board shall be a condition precedent to the creation of any obligation pursuant to this Agreement.

8. COMPLIANCE WITH LAWS OF OHIO. The Safety Council agrees and covenants that the Safety Council at this time is, and for the duration of the Agreement will be, in compliance with all laws of Ohio specifically including, but not limited to, the workers' compensation laws of Ohio, corporate and licensing laws of Ohio, financial records laws, professional licensing laws of Ohio, and all rules and regulations promulgated pursuant to those laws. Breach of this covenant by the Safety Council will be grounds for immediate termination of this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION. The Safety Council will hold the Bureau harmless and indemnify the Bureau from and against any claims, demands, losses, and causes of action asserted against or incurred by the Bureau which result from or arise out of the negligent conduct or intentional acts of the Safety Council.

10. TAXES AND INSURANCE. The Safety Council is responsible for all tax obligations incurred by the Safety Council as a result of the monies granted by the Bureau to the Safety Council for the services provided pursuant to this Agreement. The Safety Council shall be responsible for acquiring and maintaining all applicable insurance coverage.

11. NON-ASSIGNABILITY OF RIGHTS. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred, including, but not limited to, subcontracting of duties acquired pursuant to this Agreement, by the Safety Council without the prior written consent of the Bureau.

12. MERGER CLAUSE. It is mutually understood and agreed that this writing represents the entire Agreement between the Safety Council and the Bureau, and that such parties have entered into no agreement express or implied other than the Agreement set forth in this writing. It is further agreed that no parol representation of any modification of the terms set forth herein shall be given any force or effect unless such modifications shall have been expressed in writing and signed by the parties as provided in Paragraph 5.

13. INDEPENDENCE. It is mutually understood and agreed that the Safety Council is at all times acting independently of the Bureau. The Safety Council has control over the means and methods by which its services are provided and performed and the Bureau merely approves or disapproves the results of that performance.

14. EXPENSES. The Bureau shall not be required to pay for or reimburse the Safety Council for any travel or other expenses incurred or paid by the Safety Council in connection with the performance of services pursuant to this Agreement. The payment of such expenses is the sole responsibility of the Safety Council and not the responsibility of the Bureau.

15. JURISDICTION. The terms and the conditions contained herein shall be construed and interpreted in accordance with the laws of the State of Ohio. Any and all disputes arising under this Agreement shall be governed by the laws of the State of Ohio. The parties mutually agree to submit to the jurisdiction of Ohio courts for any and all disputes related to this Agreement.

16. SEVERABILITY. If for any reason any provision or part of this Agreement is declared void, invalid, or unenforceable, the validity of the rest of this Agreement shall not be affected and the Agreement shall remain in full force and effect with the void, invalid, or unenforceable provision(s) eliminated.

17. WAIVER. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. Failure of a party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of the right to insist upon strict compliance with such provision in the future.

18. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The Safety Council 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 Safety Council to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors."

19. OHIO ELECTIONS LAW. The Safety Council 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.

20. DRUG-FREE WORKPLACE. The Safety Council agrees to comply with all applicable state and federal laws regarding drug-free workplace. The Safety Council shall make a good faith effort to ensure that all its employees, if working on state property, will not purchase, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

21. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE CERTIFICATION. The Safety Council 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 Safety Council affirms that a person who is or may become an agent of Safety Council, not having such interest upon execution of this Safety Council shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract.

The Safety Council agrees to adhere to all ethics laws contained in Sections 102.03, 102.04 and 2921.43 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.

22. SUBCONTRACTING / ASSIGNMENT / DELEGATION: The Safety Council will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the Bureau. Any assignment or delegation not consented to may be deemed void by the Bureau. However, the Bureau's approval will not serve to modify or abrogate the responsibility of the the Safety Council for the acts, omissions, nonfeasance, malfeasance, or misfeasance of any and all subcontractors.

23. OFFSHORE PROVISION OF SERVICES PROHIBITED - EXECUTIVE ORDER REQUIREMENTS AND RELATED TERMINATION / SANCTION / DAMAGES PROVISIONS: The Safety Council affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Safety Council performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract. The Executive Order is available at the following website: **http://procure.ohio.gov/pdf/EO201112K/EO201112K.pdf**

Safety Council of Greater Columbus

TAX ID NUMBER: [redacted]

BWC POLICY NUMBER: [redacted]

Signature

Mary Tebeau

Printed Name

Executive Director

Title

6.30.2017

Date

STATE OF OHIO, BUREAU OF WORKERS' COMPENSATION

Barbara J Ingram

Signature

Printed Name

Barbara Ingram

Title

Chief of Fiscal & Planning

7-31-17

Date

[redacted]

Revised 5/17

AGREEMENT between OHIO BUREAU OF WORKERS' COMPENSATION and

Safety Council of Greater Columbus

This is an Agreement by and between **Safety Council of Greater Columbus** (hereinafter referred to as the "Safety Council"), sponsored by the Builders Exchange of Central Ohio doing business under the laws of the State of Ohio at 1175 Dublin Road, PO Box 369, Columbus OH 43215 and the State of Ohio, Bureau of Workers' Compensation (hereinafter referred to as the "Bureau"), having offices at 30 West Spring Street, Columbus, Ohio 43266-2256, entered into the day, month and year set below.

Whereas the Bureau's Division of Safety & Hygiene and the Safety Council seek to establish by mutual consent such reasonable regulations in order to stimulate greater interest in the prevention of accidents and maintain a high standard of operation by conducting a co-sponsored safety campaign, now,

Therefore, the parties hereto mutually agree to the following:

1. MUTUAL TASKS. The Safety Council, in consideration of the Bureau's promise to make grants to the Safety Council to pursue the joint purpose of a safety campaign in accordance with the terms set forth in this agreement and the **FY19 Policies and Guidelines Manual**, agrees and promises to provide the following services:

a. Maintain a working relationship with the Division of Safety & Hygiene and follow all procedures of the safety council program, outlined in the program's FY19 Policies and Guidelines Manual, as amended from time to time.

b. Schedule, organize and lead at least quarterly meetings of the safety council steering committee for the organization and planning of the safety council program schedule.

c. Coordinate and direct the co-sponsored safety council program.

d. Distribute semi-annual reports to the participating companies, collect and review these reports and submit them to the Division of Safety & Hygiene for calendar year 2018 by mid-February, 2019, utilizing BWC's web application to submit the semi-annual report statistics.

e. Conduct a minimum of ten meetings, conferences, and seminars with the membership for the purpose of providing information and education and identifying resources in accident prevention, workers' compensation, and risk management.

f. Notify the Division of Safety & Hygiene of all safety council meetings, conferences, and seminars.

g. Attend all safety council leaders' conferences sponsored by the Division of Safety and Hygiene.

h. Encourage all companies to use the safety services of BWC.

i. Provide an evaluation of any safety council meeting, with an accurate attendance figure and submission of sign-in sheets, immediately following each event.

j. Follow all financial reporting guidelines set forth by BWC including:
    a. Maintain a separate bank account for all safety council funds
    b. Report detailed safety council income and expenses to the safety council steering committee at least once per quarter
    c. Report high level safety council finances to membership at the conclusion of the fiscal year

k. For fiscal year 2019 (FY19) rebate program, maintain accurate records of member program participation and enrollment, including submission of monthly meeting sign-in sheets, annual rebate eligibility spreadsheet and copies of documents provided as proof of external training.

l. Maintain appropriate and active workers' compensation coverage and have no outstanding balance with BWC.

m. Submit two signed copies of this agreement with a list of current safety council steering committee members.

The Bureau will furnish program policies and guidelines and other materials and instructions necessary to operate such safety council program.

2. METHOD OF PAYMENT. The Bureau, in consideration of the Safety Council's promise to perform services in accordance with the terms of the Agreement, does hereby grant to the Safety Council $ 26,950 for fiscal year 2019 to be disbursed by the Bureau in the amount of $ 13,475 in two semi-annual installments.

3. FINANCIAL ACCOUNTABILITY AND RULES COMPLIANCE.

Compliance with Revised Code Sections 9.23 through 9.236: For any contract in which the payment equals or exceeds **$25,000.00**, the Safety Council agrees to comply with Revised Code Sections 9.23 through 9.236 and the rules of the Attorney General as they may be adopted under Section 9.237, regarding financial accountability of persons that contract with the state for services performed primarily for the benefit of the public, including, but not limited to, the following:

A. Pursuant to R.C. Section 9.232(A), the Bureau and Safety Council hereby agree that the minimum percentage of money that is to be expended on the Safety Council's Direct Costs to perform the Work will be a minimum of 80%. The Payment Earned shall be a total of Direct Costs and Allocable Non-direct Costs. Allocable non-direct costs are determined by a formula; Allocable Nondirect Costs are not to exceed the amount of Direct Cost divided by the above percentage minus the amount of Direct Cost. The Payment Earned equals the total of the Direct Costs and Allocable Nondirect Costs, which shall not in any event exceed the amount to be disbursed as set forth in Paragraph 2, above.

B. The records that the Safety Council must maintain to document such direct costs pursuant to R.C. 9.232(B) shall consist of the following: The Safety Council shall keep financial records in a manner consistent with generally accepted accounting procedures. Documentation to support each action shall be filed in a manner allowing it to be readily located.

The Safety Council shall keep a separate account for this contract ("contract account"). All disbursements made from the contract account shall be only for obligations incurred in the performance of this contract and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, to support such disbursements. All disbursements from the contract account shall be for obligations incurred only after the effective date of this contract.

During the period covered by the contract and until the expiration of three years after final payment under the contract, the Safety Council shall provide the State, its duly authorized representatives, or any person, agency, or instrumentality providing financial support to the work performed under the contract, with access to and the right to examine any books, documents, papers and records of the Safety Council involving transactions related to the contract.

C. Safety Council shall comply with the financial review and audit requirement established under R.C. Section 9.234 and the rules of the auditor of state adopted under Section 9.238.

D. Safety Council shall comply with the Rules 109-3-01 through 109-03-04 as established by the Attorney General under Section 9.23; as such Rules are from time to time modified and amended.

E. Pursuant to R.C. 9-232(F), Safety Council and the Bureau hereby agree that any excess funds disbursed to Safety Council in excess of the contract payment earned will be repaid to the Bureau.

4. TIME OF PERFORMANCE. The Safety Council agrees that all services promised to be performed pursuant to this Agreement shall commence on July 1, 2018, and shall be completed no later than June 30, 2019, after which this Agreement shall terminate and be of no force or effect. This Agreement shall become effective upon the execution by all parties to the Agreement, and on compliance with any and all conditions precedent.

5. TERMINATION. It is mutually understood and agreed that during the term of this Agreement either party may terminate said Agreement upon thirty (30) days written notice prior to the effective date of termination. Termination is effective only for the following causes: (1) need to conserve funds; (2) deterioration of the safety campaign as determined by the Bureau; (3) change in administrative policy by the Bureau, and/or (4) failure on the part of either party to comply with this Agreement.

6. MODIFICATION. The parties may, by mutual agreement, modify or rescind the terms of this Agreement. Any such modification, including extensions, or rescission shall not be effective unless expressed in writing and signed by the parties hereto. Such modifications shall not be effective until compliance with any and all conditions precedent this agreement.

7. CONDITIONS PRECEDENT. It is expressly understood and agreed that approval of this Agreement by the Office of Budget & Management, pursuant to Ohio Revised Code Section 126.07, and that certification of the availability of funds sufficient to meet the obligation proposed to be incurred hereunder, shall be conditions precedent to the creation of any obligation under this Agreement. It is further agreed that in the event that the maximum sum payable hereunder shall equal or exceed the sum of fifty thousand dollars, the approval and expenditure of such sum by the Ohio State Controlling Board shall be a condition precedent to the creation of any obligation pursuant to this Agreement.

8. COMPLIANCE WITH LAWS OF OHIO. The Safety Council agrees and covenants that the Safety Council at this time is, and for the duration of the Agreement will be, in compliance with all laws of Ohio specifically including, but not limited to, the workers' compensation laws of Ohio, corporate and licensing laws of Ohio, financial records laws, professional licensing laws of Ohio, and all rules and regulations promulgated pursuant to those laws. Breach of this covenant by the Safety Council will be grounds for immediate termination of this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION. The Safety Council will hold the Bureau harmless and indemnify the Bureau from and against any claims, demands, losses, and causes of action asserted against or incurred by the Bureau which result from or arise out of the negligent conduct or intentional acts of the Safety Council.

10. TAXES AND INSURANCE. The Safety Council is responsible for all tax obligations incurred by the Safety Council as a result of the monies granted by the Bureau to the Safety Council for the services provided pursuant to this Agreement. The Safety Council shall be responsible for acquiring and maintaining all applicable insurance coverage.

11. NON-ASSIGNABILITY OF RIGHTS. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred, including, but not limited to, subcontracting of duties acquired pursuant to this Agreement, by the Safety Council without the prior written consent of the Bureau.

12. MERGER CLAUSE. It is mutually understood and agreed that this writing represents the entire Agreement between the Safety Council and the Bureau, and that such parties have entered into no agreement express or implied other than the Agreement set forth in this writing. It is further agreed that no parol representation of any modification of the terms set forth herein shall be given any force or effect unless such modifications shall have been expressed in writing and signed by the parties as provided in Paragraph 5.

13. INDEPENDENCE. It is mutually understood and agreed that the Safety Council is at all times acting independently of the Bureau. The Safety Council has control over the means and methods by which its services are provided and performed and the Bureau merely approves or disapproves the results of that performance.

14. EXPENSES. The Bureau shall not be required to pay for or reimburse the Safety Council for any travel or other expenses incurred or paid by the Safety Council in connection with the performance of services pursuant to this Agreement. The payment of such expenses is the sole responsibility of the Safety Council and not the responsibility of the Bureau.

15. JURISDICTION. The terms and the conditions contained herein shall be construed and interpreted in accordance with the laws of the State of Ohio. Any and all disputes arising under this Agreement shall be governed by the laws of the State of Ohio. The parties mutually agree to submit to the jurisdiction of Ohio courts for any and all disputes related to this Agreement.

16. SEVERABILITY. If for any reason any provision or part of this Agreement is declared void, invalid, or unenforceable, the validity of the rest of this Agreement shall not be affected and the Agreement shall remain in full force and effect with the void, invalid, or unenforceable provision(s) eliminated.

17. WAIVER. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. Failure of a party to insist upon strict performance of any provision of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of the right to insist upon strict compliance with such provision in the future.

18. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The Safety Council 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 Safety Council to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors."

19. OHIO ELECTIONS LAW. The Safety Council 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.

20. DRUG-FREE WORKPLACE. The Safety Council agrees to comply with all applicable state and federal laws regarding drug-free workplace. The Safety Council shall make a good faith effort to ensure that all its employees, if working on state property, will not purchase, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

21. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE CERTIFICATION. The Safety Council 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 Safety Council affirms that a person who is or may become an agent of Safety Council, not having such interest upon execution of this Safety Council shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract.

The Safety Council agrees to adhere to all ethics laws contained in Sections 102.03, 102.04 and 2921.43 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.

22. SUBCONTRACTING / ASSIGNMENT / DELEGATION: The Safety Council will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the Bureau. Any assignment or delegation not consented to may be deemed void by the Bureau. However, the Bureau's approval will not serve to modify or abrogate the responsibility of the Safety Council for the acts, omissions, nonfeasance, malfeasance, or misfeasance of any and all subcontractors.

23. OFFSHORE PROVISION OF SERVICES PROHIBITED - EXECUTIVE ORDER REQUIREMENTS AND RELATED TERMINATION / SANCTION / DAMAGES PROVISIONS: The Safety Council affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Safety Council performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract. The Executive Order is available at the following website: **http://procure.ohio.gov/pdf/EO201112K/EO201112K.pdf**

Safety Council of Greater Columbus

TAX ID NUMBER: [redacted]

BWC POLICY NUMBER: [redacted]

Signature

Mary Tebeau

Printed Name

Executive Director

Title

6.19.2018

Date

STATE OF OHIO, BUREAU OF WORKERS' COMPENSATION

Signature

Barbara J. Ingram, CPA

Printed Name

Chief Fiscal & Planning Officer

Title

8-17-18

Date

Revised 4/18

Ohio Safety Council

Ohio | Bureau of Workers' Compensation

POLICIES & GUIDELINES MANUAL

FY18

July 1, 2017 – June 30, 2018

Division of Safety & Hygiene

CONTACTS

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614.582.6444 (mobile)

Laura Seaver
Safety council program assistant
614.466.7695

614.365.4971 Fax **safetycouncil@bwc.state.oh.us** **www.bwc.ohio.gov**

Financial reporting

BWC subsidy

An annual contract outlines the agreement between BWC and a sponsoring organization to administer an Ohio Safety Council. In exchange, BWC provides an annual subsidy for safety council associated costs.

DSH provides a fiscal year subsidy based on the average attendance of the ten highest attended meetings per calendar year, as determined by attendance reports from monthly meeting evaluations and based on the following formula:

Average attendance:	Subsidy:
1-50	$ 5,500
51-100	$11,000
101-150	$16,500
151-200	$22,000
201+	$26,950

The subsidy will be paid in two equal semi-annual payments (mid-August and mid-February).

Sponsoring organizations are encouraged to apply to receive BWC subsidy payments via electronic funds transfer (EFT). This and other updates regarding the sponsoring organization's name or address should be reported to Ohio Shared Services (www.supplier.obm.ohio.gov).

Safety council funds

The BWC subsidy may be only one component of income association with sponsoring a safety council. In addition to the BWC subsidy, safety council funds include other income generated in the name of the safety council, e.g. membership fees, monthly meeting fees, sponsorships, etc.

The sponsoring organization is **required** to maintain all ***safety council funds*** in a separate and independent banking account.

Safety council funds shall be used to cover the direct and indirect costs of safety council sponsorship or with projects and/or initiatives to enhance occupational safety in the community.

Budgeting and use of safety council funds is the responsibility of the sponsoring organization in coordination with its steering committee.

The sponsoring organization can use up to, but no more than 30% of the annual BWC subsidy, to reimburse itself for payroll and benefits. If determined by the sponsoring organization and steering committee, additional reimbursement for these administrative costs can come from other safety council funds.

Guidelines for appropriate use and management of safety council funds

Direct costs (expenses the sponsoring organization would not otherwise incur if they were not contracted to sponsor a safety council) include, but are not limited to:

- Reimbursement beyond 30% from non-subsidy revenue to reimburse sponsoring organization for payroll and benefits
- Speaker reimbursement for fees and expenses
- Marketing, advertising, logo, signage, billboards
- Web site fees and internet access
- Technical equipment, audio visual, laptops and projectors
- Meeting facility rental or usage fees
- Monthly meeting food and beverages
- Office supplies and copier expenses
- Printing and postage
- Training seminars
- Awards program expenses
- Conference and special event travel expenses including annual safety council leaders conference and Ohio Safety Congress
- Monthly door prizes
- Other incentive items and appreciation gifts
- Community affairs, scholarship funds, donations and grants

Indirect costs (costs of doing business, allocated to a particular contract, in this case the safety council) include, but are not limited to:

- Overhead costs, phone/fax lines, office space rental and building utilities
- Software upgrades and computer supplies

Transparency

Safety councils are **required** to provide steering committees with ***at least*** quarterly safety council financial reports (e.g. August, November, February and May) to assist in the budgeting and expenditure of safety council funds.

Steering committee financial reports shall include the following:

- BWC subsidy and other revenue generated in the name of the safety council
- Itemized expenses
- Balance summary (current year and overall)

Safety councils are **required** to present a financial report to its members at one of the safety council's final meetings of the fiscal year, no later than the June meeting.

Membership financial report shall include at least the following:

- Safety council funds revenue
- Expenses
- Balance summary (current year and overall)

BWC has no "use it or lose it" financial policy and no sponsoring organization shall have a zero-budget practice for unused safety council funds to be absorbed by the sponsoring organization. Safety council sponsoring organizations are restricted from using subsidy dollars for political activity.

A schedule of the previous calendar year's steering committee meetings, copies of the four previous fiscal year's quarterly financial reports reviewed by the steering committee and a roster of the upcoming year's steering committee members shall be submitted with the annual signed safety council contract to DSH.

DSH reserves the right to request an income and expense statement from any sponsoring organization on demand, but shall conduct a random audit of at least 10 safety council sponsoring organizations per year to confirm appropriate use of safety council program funds.

Ohio | Bureau of Workers' Compensation

Ohio Safety Council
Policies and Guidelines
FY19
July 1, 2018 – June 30, 2019

Division of Safety & Hygiene Contacts

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Financial reporting

BWC subsidy

An annual contract outlines the agreement between BWC and a sponsoring organization to administer an Ohio Safety Council. In exchange, BWC provides an annual subsidy for safety council associated costs.

DSH provides a fiscal year subsidy based on the average attendance of the ten highest attended meetings per calendar year, as determined by attendance reports from monthly meeting evaluations and based on the following formula:

Average attendance:	Subsidy:
1-50	$ 5,500
51-100	$11,000
101-150	$16,500
151-200	$22,000
201+	$26,950

The subsidy will be paid in two equal semi-annual payments (mid-August and mid-February).

Sponsoring organizations are encouraged to apply to receive BWC subsidy payments via electronic funds transfer (EFT). This and other updates regarding the sponsoring organization's name or address should be reported to Ohio Shared Services (www.supplier.obm.ohio.gov).

Safety council funds

The BWC subsidy may be only one component of income association with sponsoring a safety council. In addition to the BWC subsidy, safety council funds include other income generated in the name of the safety council, e.g. membership fees, monthly meeting fees, sponsorships, etc.

The sponsoring organization is **required** to maintain all ***safety council funds*** in a separate and independent banking account.

Safety council funds shall be used to cover the direct and indirect costs of safety council sponsorship or with projects and/or initiatives to enhance occupational safety in the community.

Budgeting and use of safety council funds is the responsibility of the sponsoring organization in coordination with its steering committee.

The sponsoring organization can use up to, but no more than 30% of the annual BWC subsidy, to reimburse itself for payroll and benefits. If determined by the sponsoring organization and steering committee, additional reimbursement for these administrative costs can come from other safety council funds.

Guidelines for appropriate use and management of safety council funds

Direct costs (expenses the sponsoring organization would not otherwise incur if they were not contracted to sponsor a safety council) include, but are not limited to:

- Reimbursement beyond 30% from non-subsidy revenue to reimburse sponsoring organization for payroll and benefits
- Speaker reimbursement for fees and expenses
- Marketing, advertising, logo, signage, billboards
- Web site fees and internet access
- Technical equipment, audio visual, laptops and projectors
- Meeting facility rental or usage fees
- Monthly meeting food and beverages
- Office supplies and copier expenses
- Printing and postage
- Training seminars
- Awards program expenses
- Conference and special event travel expenses including annual safety council leaders conference and Ohio Safety Congress
- Monthly door prizes
- Other incentive items and appreciation gifts
- Community affairs, scholarship funds, donations and grants

Indirect costs (costs of doing business, allocated to a particular contract, in this case the safety council) include, but are not limited to:

- Overhead costs, phone/fax lines, office space rental and building utilities
- Software upgrades and computer supplies

Transparency

Safety councils are **required** to provide steering committees with ***at least*** quarterly safety council financial reports (e.g. August, November, February and May) to assist in the budgeting and expenditure of safety council funds.

Steering committee financial reports shall include the following:

- BWC subsidy and other revenue generated in the name of the safety council
- Itemized expenses
- Balance summary (current year and overall)

Safety councils are **required** to present a financial report to its members at one of the safety council's final meetings of the fiscal year, no later than the June meeting.

Membership financial report shall include at least the following:

- Safety council funds revenue
- Expenses
- Balance summary (current year and overall)

BWC has no "use it or lose it" financial policy and no sponsoring organization shall have a zero-budget practice for unused safety council funds to be absorbed by the sponsoring organization. Safety council sponsoring organizations are restricted from using subsidy dollars for political activity.

Documents supporting how BWC's financial reporting requirements have been met shall be submitted with the annual signed safety council contract to DSH.

DSH reserves the right to request an income and expense statement from any sponsoring organization on demand, but shall conduct a random audit of at least 10 safety council sponsoring organizations per year to confirm appropriate use of safety council program funds.

Revenue	
Annual Dues	$42,450
Stipend	$26,950
Sponsorships	$14,100
Total	**$83,500**
Expense	
Makoy Rental & Food*	$50,793.88
Speaker	$650
Nametags	$40
Stipend to BX for overhead expenses*	$26,000
Bartha	$450
Best Courier	$19
Supplies (Balloons&Office supplies)*	$500
OCILB Credit Applications*	$172
SCGC Sweaters	$1,120
Award Certificate Holders*	$606
SCGC Website	$850
Health Fair Bowls	$2,743
Posters	$22
Safety Council Leaders Conference	$105
Postage (Awards)	$73
Total	**$84,071.87**
Net Income	($571.87)

*=estimated amount

FY19 - Profit & Loss Worksheet

Revenue	
Annual Dues	$ 43,350.00
Stipend	$ 26,950.00
Sponsorships	$ 15,100.00
Safety Council Leaders Committee*	$2,001.40
Total	**$ 87,401.40**
Expense	
Makoy Rental & Food	$ 49,777.20
Speaker	$ 1,250.00
Nametags	$ 33.51
Stipend to BX for overhead expenses	$ 26,000.00
Bartha	$ 950.00
Postage	$ 43.20
Miscellenous Expenses	$ 180.12
OCILB Credit Applications	$ 155.00
SCGC Shirts	$ 865.16
Award Certificate Holders	$ 608.45
SCGC Website	$ 855.00
Health Fair Giveaways	$ 1,927.01
Posters	$ 354.07
Safety Council Leaders Conference*	$ 2,360.65
Checks	$ 129.21
New Website	$ 3,243.03
Total	**$ 88,731.61**
Net Income	$ (1,330.21)

*Assisted with processing financials

SCGC Charge Analysis

2018			**% for Staffing/Mgmt Allocation to BX**		
Stipend	$	26,950	30%	$	8,085
Dues	$	44,550	40%	$	17,915
Sponsorship	$	13,900	0%	$	-
Total	**$**	**85,400**		**$**	**26,000**

2019					
Stipend	$	26,950	30%	$	8,085
Dues	$	43,350	41%	$	17,915
Sponsorship	$	15,100	0%	$	-
Other	$	2,001	0%	$	-
Total	$	87,401		$	26,000

BX SCGC Management Cost

2018		
BX Cost	$	34,780
SCGC Charge	$	26,000
BX Loss	$	(8,780)

2019		
BX Cost	$	32,406
SCGC Charge	$	26,000
BX Loss	$	(6,406)