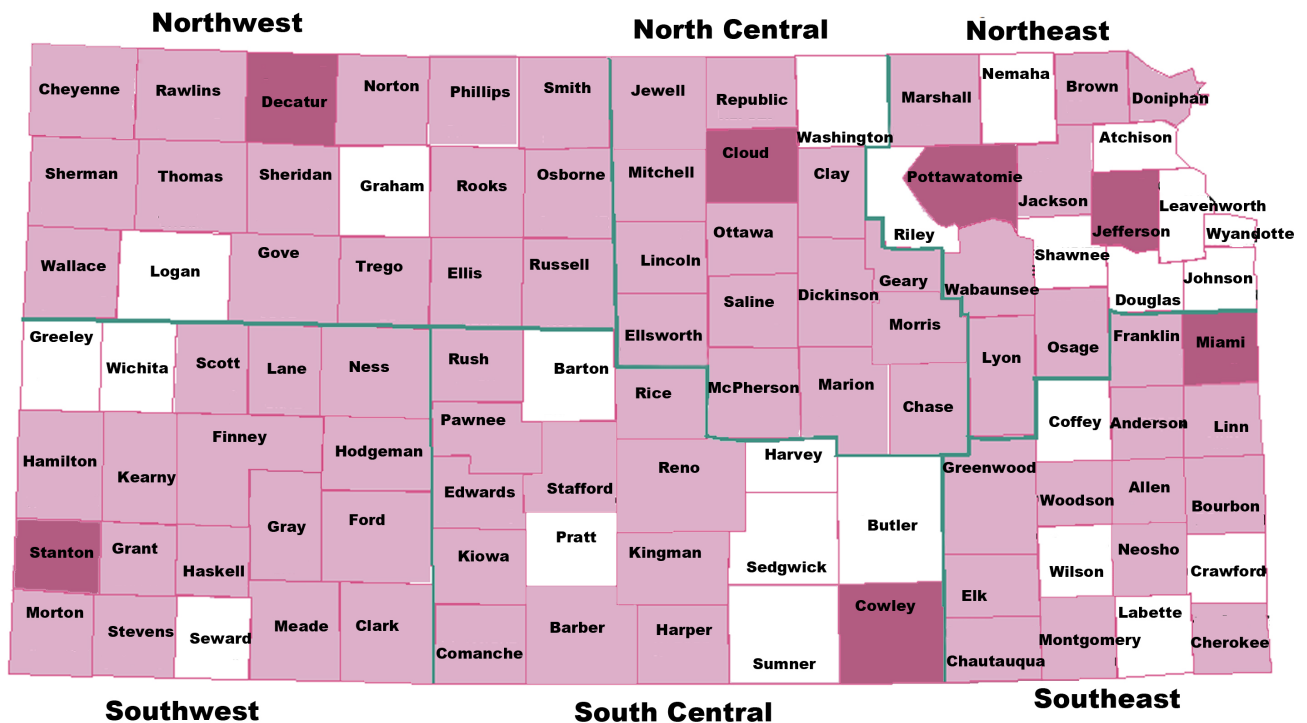


KWORC

KANSAS
WORKERS RISK COOPERATIVE
for COUNTIES



Counties on KWORCC Board of Directors
KWORCC Members

2023

Insurance Manual

Call Now for Accident Prevention Services

Toll-Free 1-785-357-1069



Phone: 1-785-357-1069

FAX: 1-785-233-5440

700 SW Jackson Street – Suite 200, Topeka, KS 66603-3757



STAFF DIRECTORY

Administrator: James W. Parrish

Deputy Administrator: Nicole Jarboe-Paxson

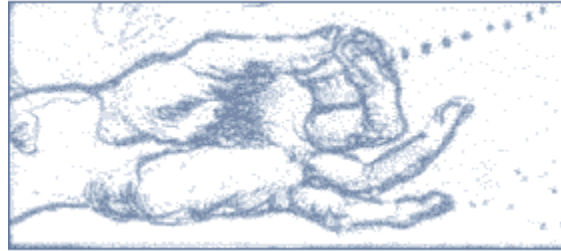
Deputy Administrator & Loss Prevention Manager: Brandon Mann

Marketing Director & Loss Prevention Specialist: Jes Pfannenstiel

Loss Prevention Specialist: Ben Woner

Executive Assistant: Monica Biggerstaff

TABLE OF CONTENTS



1. Claim Reporting
2. Loss Prevention Program & Injury/Incident Investigation
3. Excess Workers Compensation & Employer's Liability – Proof of Coverage.
4. Benefit Information
5. Kansas Department of Labor Workers Compensation Information for Employers and Employees

KWORCC Claims Reporting

On-line accident reporting

On-the-job accidents are to be reported on-line. Pursuant to Kansas law, accidents must be reported timely or *may be subject to a \$250.00 fine for each late report.*

Here's the link: <https://www.kworcc.com/claims-reporting.html> Click the button that says "Online Claim Reporting".

Please contact Amanda Chamberland toll-free at 1-844-702-2353 Ext. 4713 for assistance or any questions: Amanda.chamberland@tristargroup.net

FOR MEDICAL ATTENTION AND TO DISCUSS ANY CLAIM, please contact:

Amanda Chamberland

TRISTAR Risk Management

P.O. Box 2805

Clinton, IA 52733

1-844-702-2353 Ext. 4713

FAX: 1-844-702-2354

Email: Amanda.Chamberland@tristargroup.net

In the alternative, any off-work slips, wage info, medical bills, doctor or other provider notes, et cetera can be emailed to Wichita.FNOL@tristargroup.net this email box is monitored throughout each business day and any documents received will be uploaded into TRISTAR's claim system for review and action by the Claims Examiner assigned to the claim.

Medical bill status questions: 1-877-287-4782

KWORCC

Kansas Workers Risk Cooperative for Counties
700 SW Jackson, Suite 200
Topeka, Kansas 66603
1-785-357-1069

LOSS PREVENTION SERVICES

IN PERSON TRAINING INCLUDING CERTIFIED TRAINING IN

Defensive Driving
Work Zone Safety (Flagger)
Powered Industrial Trucks (Forklift)

KWORCC ONLINE TRAINING

Defensive Driving (Certified Training)
Ergonomics and Safe Lifting
Hazard Communications
Managing Financial Risk
Powered Industrial Trucks aka Forklift (Certified Training)
Road and Bridge Safety and Risk Management
Work Zone Safety aka Flagger (Certified Training)

SAFETY PROGRAMS

LPS Staff partners with County to develop a program, including:
Establishing Safety Coordinator; Safety Committee and
periodic Safety Training to address loss trends and exposures

J.J. KELLER & ASSOCIATES

Online classes covering safety, health & wellness and management

INSPECTIONS

OSHA style inspections to assist the County in
reducing their loss exposures. These inspections
include Workers Compensation and
Property/Liability issues



Injury/Incident Investigation Report

Note: Read reverse before completing this report.

Check one: Injury Near Miss

County _____ Department _____

Employee's Name _____ Age _____ Job Title _____

Date of Report _____ Date of Incident _____ Time of Incident _____ am/pm

Where did incident occur? _____

Description of injury/incident (what happened?) _____

Cause of injury/incident (why did it happen?) _____

What should be done to prevent recurrence? Immediate action items _____

Long term action items _____

Name(s) of witnesses _____

Report prepared by: _____

Employee's Signature _____ Supervisor's Signature _____

Employee declines medical treatment for this incident: _____

Employee Signature

Date

Distribution:

Original: KWORCC Loss Prevention, 700 SW Jackson Street, Suite #200, Topeka, KS 66603;

Copy: Safety Committee or Safety Coordinator (if applicable);

Copy: Department Head.

GET THE FACTS

Remember to discuss:

WHO was injured (or could have been injured)?

WHEN did it occur?

WHERE did it occur?

WHY did it happen? Was there an unsafe act or unsafe condition?

HOW did the injury (or near miss) occur?

Below is listed a POOR example of description of an injury/incident. After the poor description is a GOOD example of a description of an injury/incident.

POOR Employee inhaled ammonia gas when passing a leaking discharge pipe of an ammonia compressor and bruised his shoulder.

GOOD The employee was working in a Refrigeration Department, jumped back when he smelled leaking ammonia and “struck against” an unguarded flywheel on a circulating pump, resulting in a severe “shoulder bruise” to his right shoulder. The guard had not been replaced by the employee even though he had received instructions to do so on numerous occasions.

DO NOT USE VAGUE TERMS WHEN DESCRIBING WHAT OCCURRED. For example, “employee was careless” and “exposed to bugs” are not specific. By contrast, “*employee was not wearing appropriate shoes for the work surface*” and “*while employee was cleaning the storage area with dust clothes, he encountered brown recluse spider nests*” furnish helpful details. Strive to be explicit about what happened.

REMEMBER when an employee has been hurt the SUPERVISOR should do the following:

1. Get the facts (from injured employee, witnesses, accident site, et cetera).
2. Determine all the causes for what occurred. Accidents do not just happen, there will be one or more cause. Examples: tripping hazard, poor housekeeping, moving too fast for the conditions, not wearing personal protective equipment, not being aware of surroundings, failure to communicate, defective equipment, damaged stairs, railing, et cetera.
3. Take corrective action. Examples: for unsafe act, instruction, discipline or job placement. If unsafe condition, put up warning(s), repair or modify the work space and/or report for proper assistance -- with necessary follow-up.

KWORCC INJURY/INCIDENT INVESTIGATION REPORT

To benefit from work incidences, we must learn from them. A thorough incident investigation by the employee's supervisor is the best way to uncover the information that can help prevent similar incidents from occurring in the future.

We have developed a preliminary investigative report, which does ask the probing questions which need to be answered for us to learn from the incident. This form is entitled the "KWORCC Injury/Incident Investigation" and it should be completed by the injured employee's supervisor within 24 hours of the incident, while the facts are still fresh in everyone's mind.

This form can also be used for the reporting of "near misses," that could have easily resulted in injury, but did not. We need to learn from this type of incident as well, BEFORE someone gets hurt.

If you have questions on completion or distribution of this form, please contact one of KWORCC's Loss Prevention Representatives, Ben Woner at (785) 249-6270, Jes Pfannenstiel at (785) 221-6732 or Brandon Mann at (785) 250-5118. Also, you may leave them a message at the KWORCC Administrative office: 1-785-357-1069.

Thank you for assistance.

SPECIFIC EXCESS AND AGGREGATE EXCESS
WORKERS' COMPENSATION AND
EMPLOYERS' LIABILITY INSURANCE AGREEMENT

SAFETY NATIONAL CASUALTY CORPORATION
ST. LOUIS, MISSOURI

(Hereinafter called the CORPORATION)

In consideration of the payment of premium and subject to all the terms of this Agreement, hereby agrees with the EMPLOYER named in the Declarations (hereinafter called the EMPLOYER), as follows:

A. Coverage of Agreement

This Agreement applies only to Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the Workers' Compensation or Employers' Liability Laws of:

- (1) the State(s) designated in the Declarations, or
- (2) other State(s), provided that the Loss shall not be greater than it would have been had liability been imposed by the State(s) specified in the Declarations,

on account of bodily injury by accident or bodily injury by occupational disease due to Occurrences taking place within the Liability Period to Employees of the EMPLOYER engaged in the business operations specified in the Declarations and all other operations necessary, incidental, or appurtenant thereto. Bodily injury includes resulting death.

The inclusion of more than one EMPLOYER in the Declarations shall not increase the EMPLOYER's Self-Insured Retention nor the CORPORATION's Maximum Limit of Indemnity.

The insurance afforded by this Agreement applies to operations in the State(s) specified in the Declarations, including, however, incidental operations conducted by Employees who are regularly engaged in operations in the specified State(s), but who may be temporarily outside the specified State(s).

B. Insurance Under This Agreement

(1) Specific Excess Insurance

With respect to each Occurrence taking place within a Liability Period, the EMPLOYER shall retain as its own Loss, as defined below, the amount specified in Item 7 of the Declarations, and the CORPORATION agrees to reimburse the EMPLOYER only for such Loss in excess of such Self-Insured Retention, subject to the Maximum Limit of Indemnity Per Occurrence, or the Employers' Liability Maximum Limit of Indemnity Per Occurrence, whichever is applicable, as specified in Item 8 of the Declarations. The separate Employers' Liability Maximum Limit of Indemnity Per Occurrence shall not operate, in any case, to increase the total amount the CORPORATION agrees to reimburse the EMPLOYER for Loss per any one Occurrence as per Item 8(a) of the Declarations.

(2) Aggregate Excess Insurance

The CORPORATION further agrees to indemnify the EMPLOYER for Loss on account of all Occurrences taking place within such Liability Period (but excluding Loss per Occurrence in excess of the amount specified in Item 7 of the Declarations as the EMPLOYER's Self-Insured Retention under Section B(1)) which is in excess of an aggregate amount, hereinafter called the Loss Fund, determined for each Liability Period as provided below, subject to the Maximum Limit of Indemnity as specified in Item 11 of the Declarations.

C. Definitions

- (1) "Loss" – shall mean actual payments, less recoveries, legally made by the EMPLOYER to Employees and their dependents in satisfaction of: (a) statutory benefits, (b) settlements of suits and claims, and (c) awards and judgments. Loss shall also include Claim Expenses, paid by the EMPLOYER, as defined in Paragraph (2) of this Section. The term Loss shall not include the items specifically excluded by Paragraph (3) of this Section.
- (2) "Claim Expenses" – shall mean court costs, interest upon awards and judgments and the reasonable allocated costs of investigation, adjustment, defense, and appeal, including pension or appeal bond costs (provided that the prosecution of such appeal and/or the posting of such pension or appeal bond is approved by the CORPORATION) of claims, suits or other proceedings brought against the EMPLOYER under the Workers' Compensation or Employers' Liability Laws of the State(s) designated in the Declarations, or other State(s), as provided in Section A, even though such claims, suits, proceedings or demands are wholly groundless, false or fraudulent. Claim Expenses shall not include fees to the EMPLOYER's Service Company.
- (3) "Exclusions from Loss" – shall refer to the following amounts paid by the EMPLOYER, and specifically excluded from the term Loss:
 - (a) Salaries, wages, and remuneration provided to Employees;
 - (b) Fees to the EMPLOYER's Service Company and/or costs of self-administration of claims;

- (c) Punitive or exemplary damages as they relate to claims made under the Employers' Liability coverage provided by this Agreement;
 - (d) Fines or penalties assessed against the EMPLOYER for any violation by the EMPLOYER, or its representative(s), of any statute or regulation, unless the fines or penalties result from a reasonable dispute as to Workers' Compensation benefits owed by the EMPLOYER;
 - (e) Assessments and taxes made upon the EMPLOYER as self-insurer whether imposed by statute, regulation, or otherwise;
 - (f) Any amounts required to be paid by the EMPLOYER because of:
 - 1) Serious and willful misconduct of the EMPLOYER, including intentional torts and intentional acts or omissions resulting in injury, acts or omissions taken with reckless disregard of the possible occurrence of an injury or acts or omissions taken that are substantially certain to result in injury, regardless of whether or not said actions may be classified in the State(s) as intentional torts,
 - 2) Coercion, criticism, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any Employee and/or related personnel practices, policies, acts or omissions by the EMPLOYER,
 - 3) Knowingly employing an Employee in violation of law,
 - 4) Rejection by the EMPLOYER of any Workers' Compensation Law,
 - 5) Failure to comply with any health, safety, or notification law or regulation,
 - (g) Loss voluntarily assumed by the EMPLOYER under any contract or agreement, whether express or implied;
 - (h) Loss for which the EMPLOYER carries a full coverage Workers' Compensation and Employers' Liability policy; and
 - (i) Any amount owed by the EMPLOYER pursuant to any provision of any law that provides non-occupational disability benefits.
- (4) "Loss Fund" – shall be the greater of: (a) the product of the Loss Fund Percentage, as stated in Item 9 of the Declarations and the Manual or Standard Premium, whichever is applicable, as stated in Item 6 of the Declarations, or (b) the Minimum Loss Fund specified in Item 10 of the Declarations. (See Section F for the determination of the Manual or Standard Premium.)
- (5) "Occurrence" – shall mean accident. In addition, bodily injury by occupational disease must be caused or aggravated by the conditions of employment and shall be deemed to have occurred on the last day of the last exposure to those conditions of employment causing or aggravating such injury by occupational disease, or such dates as is otherwise established by the Workers' Compensation and Employers' Liability Laws of the appropriate State(s). Bodily injury by occupational disease sustained by each Employee shall be deemed to be

a separate Occurrence unless such disease results directly from an accident.

- (6) "Employee" – as respects liability imposed upon the EMPLOYER by the Workers' Compensation Law of any State, the word Employee shall mean any person performing work which renders the EMPLOYER liable under the Workers' Compensation Law of a State named in Item 2 of the Declarations, which is the State of the injured Employee's normal employment, for bodily injuries or occupational disease sustained by such person.
- (7) "State" – shall mean any state, territory, or possession of the United States of America and the District of Columbia.

D. Reimbursement

If the EMPLOYER pays any Loss incurred in any Liability Period in excess of the Self-Insured Retention Per Occurrence or the Loss Fund created for the respective Liability Period, the CORPORATION shall reimburse the EMPLOYER upon receipt of a formal proof of loss and other evidence acceptable to the CORPORATION of such payment. Within a reasonable period of time, reimbursement payments shall be made by the CORPORATION.

The CORPORATION shall have, and may exercise at any time, and from time to time, the right to offset any balance or balances, whether on account of premiums, Losses or otherwise, due from the EMPLOYER to the CORPORATION against any balance or balances due from the CORPORATION to the EMPLOYER under this Agreement.

E. Liability Period

The liability of the CORPORATION for Loss hereunder shall be determined separately for each Liability Period. The initial Liability Period shall commence at 12:01 A.M. on the Effective Date and end at 12:01 A.M. on the Anniversary Date, designated in Items 3 and 4 respectively, of the Declarations. Each succeeding Liability Period shall begin concurrently with the end of the previous Liability Period and continue for the same number of consecutive months as the initial Liability Period. All time is stated in local time for the State(s) designated in the Declarations.

In the event the EMPLOYER fails to give express written intent to continue coverage at the end of a given Liability Period, the Agreement shall be deemed terminated, and the Anniversary Date shall serve as the termination date of the Agreement.

F. Premium

Upon acceptance of the Agreement and at the beginning of each Payroll Reporting Period, as specified in Item 15 of the Declarations, the EMPLOYER shall pay to the CORPORATION the amount of the Deposit Premium specified in Item 14 of the Declarations. The EMPLOYER shall pay premiums when due. The Deposit Premium shall be held by the CORPORATION until the expiration of the Payroll Reporting Period. Within thirty (30) days after the close of each Payroll Reporting Period, the EMPLOYER shall render to the CORPORATION a report, upon a form satisfactory to

the CORPORATION, exhibiting, by classification, the amount of such remuneration earned by Employees during such reporting period, and the EMPLOYER shall therewith pay to the CORPORATION the excess of the Earned Premium over the Deposit Premium previously paid. In case the Deposit Premium paid exceeds the Earned Premium, the CORPORATION shall return to the EMPLOYER the amount of such excess or give appropriate credit, subject to the proportion of Minimum Premium for the Liability Period in the case of multi-year Liability Periods.

Upon expiration of a Liability Period, a summary of voluntary payroll reports for such Liability Period shall be made to determine the Earned Premium under this Agreement. In no event, however, shall the Earned Premium in respect of any Liability Period be less than the Minimum Premium specified in the Declarations.

For each Payroll Reporting Period, the CORPORATION shall compute the Earned Premium as follows:

- (1) Remuneration – The remuneration earned, or worker hours accumulated, during such period by all Employees, including volunteers, engaged in each classification covered by this Agreement shall be computed in accordance with the rules set forth in the appropriate Manual of Workers' Compensation and Employers' Liability Insurance.
- (2) Manual and Standard Premium – The remuneration, or worker hours, so computed for Employees engaged in each such classification shall be multiplied by the Manual Rate per \$100 of remuneration/worker hours, in effect at the inception of each Payroll Reporting Period, and the products so obtained shall be added together to determine the Manual Premium. An Experience Modification Factor may be applied to the Manual Premium to determine a Standard Premium. Such Experience Modification Factor shall be determined at the inception of this Agreement and is subject to annual review and possible revision. A Standard Premium takes precedence over any Manual Premium.
- (3) Earned Premium – Against the Manual or Standard Premium shall be applied the Premium Rate, as specified in Item 12 of the Declarations, to determine the appropriate Earned Premium.

This Agreement is issued by the CORPORATION and accepted by the EMPLOYER subject to the agreement that, in the event of any change in the Rates per \$100 remuneration/worker hours, as stated in Item 6 of the Declarations, because of any general rate increase or any legislative amendment affecting the benefits under the Workers' Compensation Law of any State(s) named in Item 2 of the Declarations, such change, upon the effective date thereof, shall be, without endorsement, made a part of this Agreement.

G. Self-Insurer

The EMPLOYER, by acceptance of this Agreement, warrants that it is a duly qualified Self-Insurer in the State(s) designated in the Declarations, and will continue to maintain such qualifications during the currency of this Agreement. In the

event the EMPLOYER should at any time while this Agreement is in force terminate such qualifications or if they should be cancelled or revoked, such loss of qualifications shall operate as notice of cancellation of this Agreement by the EMPLOYER, subject to the additional terms of the Cancellation Section of this Agreement.

H. Service and Administration

This Agreement contemplates the concurrent and continued existence of a separate service agreement between the EMPLOYER and the Service Company, its designated representative, named in Item 5 of the Declarations, providing services approved by the CORPORATION. The EMPLOYER agrees that its Service Company shall furnish the CORPORATION with quarterly loss runs concurrent with each Liability Period of this Agreement. The provision of loss runs alone does not relieve the EMPLOYER of its reporting obligations as set forth in Section I of this Agreement. In addition, the electronic transfer of loss information by a Service Company of the EMPLOYER shall not constitute notice of a claim.

Cancellation of the service agreement between the Service Company and the EMPLOYER shall operate as a notice of cancellation of this Agreement by the EMPLOYER, subject to the additional terms of the Cancellation Section of this Agreement. Any change in service companies must be immediately communicated to and approved by the CORPORATION, and this obligation shall survive the termination or non-renewal of this Agreement.

I. Prompt Reporting of Claims

As soon as the EMPLOYER becomes aware, the EMPLOYER must provide prompt notice to the CORPORATION of: (a) any claim or action commenced against the EMPLOYER which exceeds, or is likely to exceed, fifty percent (50%) of the Self-Insured Retention Per Occurrence specified in Item 7 of the Declarations and (b) the reopening of any claim in which a further award might involve liability of the CORPORATION under this Agreement.

In addition, the following categories of claims shall be reported to the CORPORATION immediately, regardless of any question of potential involvement of the CORPORATION:

1. Fatalities;
2. Paraplegics and quadriplegics;
3. Serious burns, defined as 2nd or 3rd degree burns involving 25% or more of the body;
4. Brain injury;
5. Spinal cord injury;
6. Amputation of a major extremity; and
7. Any Occurrence which results in a serious injury to two or more Employees.

If the CORPORATION is prejudiced by the EMPLOYER's failure to provide prompt notice of a claim in accordance with the requirements set forth above and/or as otherwise provided by the Law of any State(s), the CORPORATION may elect to deny coverage for Loss arising from such claim. To constitute prompt, sufficient notice, the EMPLOYER must provide complete information as to the details of the injury, disease, or death.

J. Defense of Claims

The EMPLOYER shall investigate and settle or defend all claims and shall conduct the defense and appeal of all actions, suits, and proceedings commenced against it. The EMPLOYER shall forward promptly to the CORPORATION copies of any pleadings or reports as may be requested. The CORPORATION shall not be obliged to assume charge of the investigation, defense, appeal or settlement of any claim, suit, or proceeding brought against the EMPLOYER, but the CORPORATION shall be given the opportunity to investigate, defend, or participate with the EMPLOYER in the investigation and defense of any claim, if, in the opinion of the CORPORATION, its liability under this Agreement might be involved.

K. Good Faith Claims Administration

The EMPLOYER shall use diligence, prudence, and good faith in the investigation, defense, pursuit of recovery from others and settlement of all claims. The EMPLOYER shall not unreasonably refuse to settle any claim which, in the exercise of sound judgment with respect to the entire claim, should be settled, provided, however, that the EMPLOYER shall not make any payment or agree to any settlement for any sum which would involve the limits of the CORPORATION's liability hereunder without the approval of the CORPORATION.

If the CORPORATION is prejudiced by the EMPLOYER's failure to exercise diligence, prudence, and good faith, the CORPORATION may elect to disclaim coverage for Loss from such claim.

L. Inspection and Audit

The CORPORATION shall have the right, but not the obligation, to inspect the premises and equipment and/or to audit the books and records of the EMPLOYER and of its agents and representatives, including all records relating to payroll and claims matters, at any reasonable time during the period of this Agreement and within three (3) years after final settlement of all claims due to Occurrences happening during the term of this Agreement. An audit to determine Manual or Standard Premium shall supersede any and all prior voluntary payroll reports by the EMPLOYER, and will be used to determine the final adjustment of premiums due to the CORPORATION and the Loss Fund amounts. Should a determination be made that additional audit premium is due to the CORPORATION, the due date for payment of such audit premium shall be thirty (30) days after the date of billing.

M. Other Insurance

If the EMPLOYER carries other valid and collectible insurance, reinsurance, or indemnity with any other insurer or reinsurer covering a Loss also covered by this Agreement (other than insurance or reinsurance that is purchased to apply in excess of the sum of the Self-Insured Retention and the Maximum Limits of Indemnity hereunder), the insurance afforded by this Agreement shall apply in excess of and shall not contribute with such other insurance or reinsurance.

N. Recovery From Others

The EMPLOYER agrees to prosecute any and all valid claims the EMPLOYER may have against any other party or source that may mitigate any Loss under this Agreement and return to the CORPORATION any amount so recovered, less the reasonable expense of collecting such amounts.

The CORPORATION shall have the EMPLOYER's rights to prosecute any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. The EMPLOYER agrees that it will assist the CORPORATION in any prosecution of any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. Any amounts recovered by the CORPORATION from any other party or source that may mitigate Loss under this Agreement shall first be used to pay the expenses of collection and to reimburse the CORPORATION for any amount it may have paid the EMPLOYER for the Liability Period concerned, and all remaining amounts collected shall be paid to the EMPLOYER.

O. Change in Agreement

No condition, provision, or declaration of this Agreement shall be waived or altered at any time, except as specified in Section F, except by endorsement signed by the President or a Senior Vice President and the Secretary or an Assistant Secretary of the CORPORATION.

This Agreement hereby terminates, supersedes, and replaces all previously issued Workers' Compensation Insurance or Reinsurance Agreements, as amended, between the EMPLOYER and the CORPORATION.

If terms of this Agreement are in conflict with any law applicable to this Agreement, this statement amends this Agreement to conform to such law. In addition, in the event any terms are in conflict with applicable laws, the remaining terms of the Agreement shall be enforceable.

P. Cancellation

This Agreement may be cancelled by either party giving the other party written notice not less than sixty (60) days prior to the date of cancellation, except, that if the CORPORATION cancels for non-payment of any premium, the cancellation shall become effective ten (10) days after dispatch of notice by the CORPORATION. The date of cancellation then becomes the termination date of the final Liability Period. This Agreement does not apply to Loss as a result of Occurrences taking place after the effective date of such cancellation.

If cancellation is effected by the EMPLOYER, the Manual or Standard Premium shall be determined by the short rate tables used for casualty insurance, and the Loss Fund and Earned Premium shall be the product of the Loss Fund Percentage (Item 9) and the Premium Rate (Item 12) respectively, times the Manual or Standard Premium so arrived at, but not less than the Minimum Loss Fund and the Minimum Premium specified in the Declarations.

If cancellation is effected by the CORPORATION for non-payment of premium, the EMPLOYER shall pay the CORPORATION Earned Premium for the period up to the date of cancellation, but the Loss Fund shall be computed upon the same basis as provided in the event the EMPLOYER cancels.

If the CORPORATION cancels for any other reason, the Manual or Standard Premium shall be determined upon a pro rata basis and the Loss Fund and Earned Premium adjusted in accordance therewith.

Q. Assignment

An assignment of interest under this Agreement will not bind the CORPORATION unless an endorsement signed by the President or a Senior Vice President and the Secretary or an Assistant Secretary of the CORPORATION assigning interest under this Agreement is issued by the CORPORATION.

R. Bankruptcy or Insolvency of Employer

The bankruptcy or insolvency of the EMPLOYER will not relieve the CORPORATION or the EMPLOYER of its duties and liabilities under this Agreement. After payments have been made by or on behalf of the EMPLOYER, reimbursements due under this Agreement will be made by the CORPORATION as if the EMPLOYER had not become bankrupt or insolvent, but not in excess of the CORPORATION's limit of indemnity.



Secretary

S. Sole Representative

If more than one EMPLOYER is named in Item 1 of the Declarations, or an endorsement related thereto, the EMPLOYER first named in Item 1, or a related endorsement, will act on behalf of all EMPLOYERS to give or receive notice of cancellation, to receive return premium or reimbursement, or to request changes in this Agreement.

T. Acceptance

By acceptance of this Agreement, the EMPLOYER agrees that the statements in this Agreement, in the Declarations, and in the application are the EMPLOYER's representations; that this Agreement is issued in reliance upon such representations; that this Agreement embodies all agreements existing between the EMPLOYER and the CORPORATION, or any of its agents, relating to this excess insurance, and that full compliance by the EMPLOYER with all terms of this Agreement is a condition precedent to the CORPORATION's liability hereunder.

IN WITNESS WHEREOF, SAFETY NATIONAL CASUALTY CORPORATION has caused this Agreement to be executed by printing below the facsimile signatures of its President and Secretary and by the actual signature of its Secretary on the Declarations.



President

DECLARATIONS – SPECIFIC AND AGGREGATE EXCESS

AGC4067859

Item 1. Employer: KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES INCLUDING ONLY THE INSURED MEMBERS OF THE COOPERATIVE ON FILE WITH THE CORPORATION (PER ENDORSEMENT 0411)

Address: 700 SW JACKSON, SUITE 2005, TOPEKA, KS 66603

Item 2. This Agreement covers all business operations of the EMPLOYER as a Self-Insurer in the following State(s):
KANSAS

Item 3. Effective Date: 12:01 A.M. January 01, 2023

Item 4. Anniversary Date: 12:01 A.M. January 01, 2024

Item 5. The Service Company shall be TRISTAR CLAIMS MANAGEMENT SERVICES, INC.

Item 6. CLASSIFICATIONS OF OPERATIONS	Code Number	Estimated Total Annual Remuneration/Worker Hours	Rate Per \$ 100 Remuneration/Worker Hours
See Attached			
	Total Estimated Manual Premium		N/A
	SNCC Experience Modification Factor		N/A
	Total Estimated Standard Premium		N/A

Specific Excess Insurance

Item 7. Self-Insured Retention Per Occurrence \$ 850,000

Item 8. (a) Maximum Limit of Indemnity Per Occurrence Statutory
(b) Employers' Liability Maximum Limit of Indemnity Per Occurrence \$ 1,000,000

Aggregate Excess Insurance

Item 9. Loss Fund Percentage See Endt 0256

Item 10. Minimum Loss Fund for the Liability Period \$ 10,911,658

Item 11. Maximum Limit of Indemnity of the CORPORATION for the Liability Period \$ 3,000,000

Other Terms

Item 12. Premium Rate \$ 0.2129 per \$100 of Payroll

Item 13. Minimum Premium for the Liability Period \$ 723,587

Item 14. Deposit Premium for the Payroll Reporting Period \$ 761,670

Item 15. Payroll Reporting Period January 01, 2023 through January 01, 2024

Item 16. Endorsements See Endorsement Schedule

Signed at St. Louis, Missouri on January 17, 2023



Secretary

Countersigned this _____ day of _____
By: _____ N/A

RE: KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES**Policy No:** AGC4067859**Effective Date:** 12:01 A.M. January 01, 2023**Declarations:****Item 6.**

St	Classifications of Operations	Code No.	Estimated Total Annual Remuneration/ Worker Hours	Rate per \$100 Remuneration/ Worker Hours	Estimated Premium
KS	Quarry Operations	1624	\$ 236,757	N/A	N/A
	Concrete Construction: Bridges & Culverts	5222	\$ 2,732,980		
	Street or Road Construction: Paving or Repaving & Drivers	5506	\$ 58,969,470		
	Taxicab Co.: All Other Employees & Drivers	7370	If Any		
	Drivers, Chauffers and their Helpers	7380	\$ 2,051,993		
	Airport/Heliport Operator	7403	\$ 1,443,032		
	Waterworks Operation & Drivers	7520	\$ 461,447		
	Sewage Disposal Plant	7580	\$ 42,200		
	Solid Waste & Recycling	7590	\$ 6,745,555		
	Ambulance Service	7705	\$ 22,891,275		
	Firefighters & Drivers	7710	\$ 1,253,342		
	Firefighters & Drivers-Volunteer	7711	\$ 1,483,736		
	Police Officers & Drivers	7720	\$ 95,371,764		
	Mechanics - Police Cars Only	8380	\$ 276,701		
	Outside Sales	8742	\$ 11,527,946		
	Clerical Office Employees NOC	8810	\$ 83,657,759		
	County Attorney and Staff	8820	\$ 19,262,685		
	Nursing Home Operations	8824	\$ 159,340		
	Animal Control	8831	\$ 88,892		
	Clinic & Health Department	8832	\$ 16,691,721		
	Hospitals - Professional Employees	8833	\$ 3,001,685		
	Homemaker Service	8835	\$ 5,228,345		
	Clerical Telecommuter Employees	8871	If Any		
	Building Maintenance Operations NOC	9015	\$ 6,574,510		
	Hospital - Other Employees	9040	\$ 404,815		
	Clubs	9060	\$ 285,061		
	Exercise/Health Institution	9063	\$ 128,229		
	Restaurant - NOC	9082	\$ 719,571		
	Public Library	9101	\$ 95,633		
	Parks & Recreation - NOC	9102	\$ 5,778,237		
	Cemetery Operations	9220	\$ 143,192		
	Refuse Collection and Disposal	9403	\$ 815,332		
	County Employees - NOC	9410	\$ 9,236,089		

					\$ 357,759,294

Total Payroll

\$ 357,759,294

1004 00 1101 (XWC)

Endorsement Schedule

RE: KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES

Policy No: AGC4067859

Effective Date: 12:01 A.M. January 01, 2023

Number	Title
0411 00 0196 (XWC)	INSURED MEMBERS OF ASSOCIATION
0012 00 1291 (XWC)	KANSAS AMENDATORY ENDORSEMENT
0013 01 0908 (XWC)	KANSAS CANCELLATION/NONRENEWAL ENDORSEMENT
0241 00 1291 (XWC)	INCIDENTAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT
0256 00 0313 (XWC)	DEFINITION OF LOSS FUND
0275 00 0908 (XWC)	WAIVER OF SUBROGATION - NEGLIGENCE EXCLUDED
0291 00 0708 (XWC)	VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION
0322 00 1291 (XWC)	90-DAYS NOTICE OF CANCELLATION
0324 03 1206 (XWC)	ALTERNATE EMPLOYER ENDORSEMENT
0423 01 0300 (XWC)	DEDUCTIBLE CLAIMS - APPLICATION TO SELF-INSURED RETENTION AND LOSS FUND
6000 00 0121 (XWC)	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

0411 00 0196 (XWC)

ENDORSEMENT

INSURED MEMBERS OF ASSOCIATION

Effective 12:01 A.M., Local Time, January 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that Item 1 of the Declarations, EMPLOYER, shall include only the Insured Members on file with the CORPORATION.

"Insured Members on file with the CORPORATION" shall be defined as those members of the association/EMPLOYER listed as members on the official "Member List - KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES" (hereinafter "Member List") which shall be furnished to the CORPORATION on a quarterly basis. It is further understood that the effective date for inclusion of a particular Insured Member of the association/EMPLOYER, as well as the cancellation date indicating when an Insured Member ceases to be a member of the association/EMPLOYER, shall hereby correspond with the respective effective date and cancellation date reflected on such official Member List.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4067859, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES, dated January 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

ENDORSEMENT

KANSAS AMENDATORY ENDORSEMENT

Effective 12:01 A.M., Local Time, January 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

- (1) It is understood and agreed that wherever the word "warrant" or any derivative thereof appears in this Agreement the word "agree" or a derivative thereof is substituted therefor.
- (2) No suit, action or proceeding for the recovery of any claim under this Agreement shall be sustainable in any court of law or equity unless the same be commenced within five (5) years next after discovery by the EMPLOYER of the Occurrence which gives rise to the claim, provided however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.
- (3) Wherever the phrase, "the cancellation shall become effective five (5) days after dispatch of notice by the CORPORATION." appears in the first paragraph of the Agreement's Cancellation Section, it shall be amended to read:

"...The cancellation shall become effective ten (10) days after receipt by the EMPLOYER, of the CORPORATION'S written notice of cancellation for non-payment of premium, sent by registered mail."
- (4) The CORPORATION accepts the Kansas Insurance Department's position that K.A.R. 40-3-17 applies to Excess Workers' Compensation. As a result of this acceptance, the CORPORATION assumes obligation under this Agreement to the self-insured EMPLOYER for amounts payable to the EMPLOYER in excess of the specified retentions. Therefore, the CORPORATION'S liability will not attach until the EMPLOYER has paid an amount equal to the applicable retention. Thereafter, the CORPORATION will reimburse the EMPLOYER for subsequent payments, or, at the request of the EMPLOYER, advance to the EMPLOYER the amount of the subsequent installments as they become due.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4067859, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES, dated January 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

ENDORSEMENT

KANSAS CANCELLATION/NONRENEWAL ENDORSEMENT

Effective 12:01 A.M., Local Time, January 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The Cancellation Section of the Agreement is amended to include the following:

CANCELLATION

- (1) If this Agreement has been in effect for fewer than ninety (90) days, the CORPORATION may cancel for any reason, subject to the notice provisions contained in paragraph (3) below.
- (2) If this Agreement has been in effect for ninety (90) days or more, the CORPORATION may cancel only for one of the following reasons:
 - (a) Nonpayment of premium;
 - (b) The Agreement was issued as a result of a material misrepresentation;
 - (c) The EMPLOYER violated any of the material terms and conditions of the Agreement;
 - (d) There are unfavorable underwriting factors, specific to the EMPLOYER, that were not present when this Agreement took effect;
 - (e) The Commissioner has determined that continuation of coverage could place the CORPORATION in a hazardous financial condition or in violation of the laws of Kansas; or
 - (f) The Commissioner has determined that the CORPORATION no longer has adequate reinsurance to meet its needs.
- (3) Notice of cancellation will state the reason(s) for cancelling and shall be provided to the EMPLOYER at least thirty (30) days in advance of the effective date of cancellation, except that notice of cancellation shall be given ten (10) days in advance of the effective date of cancellation if the reason for cancellation is for non-payment of premium.
- (4) The Liability Period will end on the day and hour stated in the notice of cancellation.

NON-RENEWAL

- (1) The CORPORATION may elect not to renew this Agreement. Notice will be given not less than sixty (60) days in advance in writing, indicating the effective date of non-renewal. Mailing of notice to the EMPLOYER listed in Item 1 of the Declarations shall be sufficient evidence of such notice.
- (2) Notice of non-renewal will state the reason(s) for such non-renewal

0013 01 0908 (XWC)

ENDORSEMENT (CONTINUED)

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4067859, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES, dated January 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

0241 00 1291 (XWC)

ENDORSEMENT

INCIDENTAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT COVERAGE
ENDORSEMENT

Effective 12:01 A.M., Local Time, January 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

This Agreement also applies to Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the U. S. Longshoremen's and Harbor Workers' Compensation Act due to Occurrences taking place within the Liability Period as a result of incidental work, subject to that Act, performed by Employees in the State(s) listed in the Declarations. Incidental work means incidental to an Employee's normal duties. To that end, the term "Workers' Compensation Law" includes the Longshoremen's and Harbor Workers' Compensation Act (33 USC Sections 901-950) and any amendment to that Act that is in effect during the Liability Period.

Any incidental Longshoremen's and Harbor Workers' Compensation Loss, so covered, is, of course, subject to the Maximum Limit(s) of Indemnity and the appropriate Self-Insured Retention Per Occurrence as specified in the Declarations.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4067859, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES, dated January 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

0256 00 0313 (XWC)

ENDORSEMENT

DEFINITION OF LOSS FUND

Effective 12:01 A.M., Local Time, January 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Definitions section of this Agreement is amended by changing the definition of "Loss Fund" to read as follows:

(4) "Loss Fund" - shall be the greater of: (a) \$ 3.05 per \$ 100 of annual remuneration as stated in Item 6 of the Declarations, or (b) the Minimum Loss Fund as stated in Item 10 of the Declarations.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4067859, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES, dated January 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

0275 00 0908 (XWC)

ENDORSEMENT

WAIVER OF SUBROGATION - NEGLIGENCE EXCLUDED

Effective 12:01 A.M., Local Time, January 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The RECOVERY FROM OTHERS section of this Agreement shall recognize any "waiver of subrogation" executed by the EMPLOYER in favor of the below listed third parties, and such RECOVERY FROM OTHERS section shall be waived only to the extent of the actual terms, conditions and legality of the executed "waiver", unless the damage or injury is based upon the sole or concurrent, active, negligent participation of the below listed third party(ies).

Insured Member: EDWARDS COUNTY

Waiver in favor of: ERGON ASPHALT & EMULSIONS, INC
2829 LAKELAND DR., STE 2000
JACKSON, MS 39232

Job Description: TRANSPORTING ASPHALT PRODUCTS FROM
THE FACILITY FOR DISTRIBUTION

Length of Contract: UNTIL TERMINATED

Insured Member: ELLIS COUNTY

Waiver in favor of: ERGON ASPHALT & EMULSIONS, INC
2829 LAKELAND DR., STE 2000
JACKSON, MS 39232

Job Description: TRANSPORTING ASPHALT PRODUCTS FROM
THE FACILITY FOR DISTRIBUTION

Length of Contract: UNTIL TERMINATED

Insured Member: MARION COUNTY

Waiver in favor of: ERGON ASPHALT & EMULSIONS, INC
2829 LAKELAND DR., STE 2000
JACKSON, MS 39232

Job Description: TRANSPORTING ASPHALT PRODUCTS FROM
THE FACILITY FOR DISTRIBUTION

Length of Contract: UNTIL TERMINATED

0275 00 0908 (XWC)

ENDORSEMENT (CONTINUED)

Insured Member: OTTAWA COUNTY

Waiver in favor of: ERGON ASPHALT & EMULSIONS, INC
2829 LAKELAND DR., STE 2000
JACKSON, MS 39232

Job Description: TRANSPORTING ASPHALT PRODUCTS FROM
THE FACILITY FOR DISTRIBUTION

Length of Contract: UNTIL TERMINATED

Insured Member: RUSH COUNTY

Waiver in favor of: ERGON ASPHALT & EMULSIONS, INC
2829 LAKELAND DR., STE 2000
JACKSON, MS 39232

Job Description: TRANSPORTING ASPHALT PRODUCTS FROM
THE FACILITY FOR DISTRIBUTION

Length of Contract: UNTIL TERMINATED

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4067859, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES, dated January 01, 2023. Endorsement No. 0275 00 0908 (XWC)

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

ENDORSEMENT

VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION

Effective 12:01 A.M., Local Time, January 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that this Endorsement adds voluntary compensation insurance to this Agreement as follows:

A. Coverage

It is the intent of this endorsement to extend the coverage provided by this Agreement to non-compensated volunteer Employees, operating at the direction of the EMPLOYER, as if the volunteer Employees were subject to the Workers' Compensation and Employers' Liability Laws stipulated in the Schedule below, even though these laws may not require payment of benefits to such volunteer Employees.

This insurance applies to Loss sustained by the EMPLOYER because of bodily injury and occupational disease, including death resulting therefrom, due to Occurrences taking place within the Liability Period of this Agreement.

1. The bodily injury or occupational disease must be sustained by an Employee included in the group of Employees described in the Schedule.
2. The bodily injury or occupational disease must occur in the course of employment necessary or incidental to work in a State listed in the Schedule.
3. The bodily injury or occupational disease must occur in the United States of America, its territories or possessions or Canada and may occur elsewhere if the Employee is an American or Canadian citizen temporarily away from their home country.

B. Indemnification

The CORPORATION will indemnify the EMPLOYER for Loss in satisfaction of statutory benefits that would be imposed if the EMPLOYER and Employees described in the Schedule were subject to the Workers' Compensation Law shown in the Schedule. Naturally, indemnification for any such Loss is subject to the Self-Insured Retention Per Occurrence, Loss Fund(s) and Maximum Limit(s) of Liability as specified in the Declarations.

C. Exclusions

This insurance does not cover:

1. Any obligation imposed by a workers' compensation or occupational disease law, or any similar law.
2. Bodily injury intentionally caused or aggravated by the EMPLOYER.

ENDORSEMENT (CONTINUED)

D. Before Indemnification

Before the CORPORATION indemnifies the EMPLOYER, the injured Employee, or his legal representative in the case of his incapacity or death, must:

1. Release the EMPLOYER and the CORPORATION, in writing, of all responsibility for the injury or death.
2. Transfer to the EMPLOYER and the CORPORATION their right to recover from others who may be responsible for the injury or disease.
3. Cooperate and do everything necessary to enable the EMPLOYER and the CORPORATION to enforce the right to recover from others.

If the injured Employee, or his legal representative(s), fails to perform as required above, or if they claim damages from the EMPLOYER or the CORPORATION for the injury or disease, the CORPORATION'S duty to indemnify the EMPLOYER is immediately terminated.

E. Recovery From Others

If the CORPORATION makes a recovery from others, the CORPORATION will keep an amount equal to its expenses of recovery and the Loss paid by the CORPORATION. The CORPORATION will pay the balance to the parties entitled to payment. If the parties entitled to the benefits of this insurance make a recovery from others, they must reimburse the CORPORATION for the Loss previously paid by the CORPORATION to such parties.

F. Employers' Liability Insurance

Employers' Liability Insurance applies to Loss covered by this endorsement as though the State of employment shown in the Schedule were shown in Item 2 of the Declarations.

G. Premium

It is agreed that all persons who donate their services to the EMPLOYER will be reported for purposes of premium computation at an hourly wage of \$7.25 per hour minimum, unless the work they do is similar to the work being done by a paid Employee who is receiving more than a \$7.25 per hour wage, in which event the wage reported for the unpaid voluntary Employee will be the same as the wage reported for the paid Employee.

SCHEDULE

Employees	State of Employment	Designated Workers Compensation Law
Authorized volunteers, student workers, etc, while not subject to any Workers' Compensation Law	KANSAS	State(s) of KANSAS

ENDORSEMENT (CONTINUED)

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4067859, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES, dated January 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

0322 00 1291 (XWC)

ENDORSEMENT

90-DAYS NOTICE OF CANCELLATION

Effective 12:01 A.M., Local Time, January 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The portion of the first paragraph of the Section entitled Cancellation, which reads, "... not less than sixty (60) days prior to the date of cancellation..." is amended to read, "...not less than ninety (90) days prior to the date of cancellation...".

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4067859, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES, dated January 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

ENDORSEMENT

ALTERNATE EMPLOYER ENDORSEMENT

Effective 12:01 A.M., Local Time, January 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The insurance provided by the Agreement to which this endorsement is attached, applies to Loss sustained, as described in Section A, Coverage of Agreement, to an Employee of the EMPLOYER while that Employee is performing special or temporary employment in a State named in Item 2 of the Declarations for an alternate employer. The alternate employer must be identified in the schedule below for coverage to be applied as though the alternate employer was insured by the Agreement if:

- (1) Such alternate employer pays, compensates or otherwise reimburses the EMPLOYER or the Employee for performing special or temporary work; or
- (2) The Employee will be performing tasks for such alternate employer outside the normal scope or duties of their employment with the EMPLOYER.

If the Employee is performing special or temporary work in a crisis or emergency situation for an alternate employer in a State named in Item 2 of the Declarations where such work is within the normal duties or scope of their duties for the EMPLOYER, such alternate employer need not be identified in the Schedule below for coverage to be applied as though the alternate employer was insured by the Agreement.

The CORPORATION will indemnify the alternate employer for the benefits required by the Workers' Compensation Act and Employers' Liability Laws in accordance with the limits, terms, and conditions of this Agreement.

The insurance afforded by this endorsement is not intended to replace nor does it satisfy the duty of the alternate employer to secure its obligations under the Workers' Compensation or Employers' Liability Laws. The CORPORATION is not under any obligation to file evidence of this insurance on behalf of the alternate employee with any governmental agency.

Remuneration paid to Employees of the EMPLOYER who are temporarily or specially employed by the alternate employer will be included in the determination of the premium paid by the EMPLOYER to the CORPORATION in accordance with Premium and Inspection and Audit Sections of the Agreement.

This Agreement may be canceled with no obligation on behalf of the CORPORATION to send notice to the alternate employer.

ALTERNATE
EMPLOYER
NONE

ADDRESS

LOCATION OF SPECIAL
OR
TEMPORARY EMPLOYMENT

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4067859, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES, dated January 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

0423 01 0300 (XWC)

ENDORSEMENT

DEDUCTIBLE CLAIMS - APPLICATION TO SELF-INSURED RETENTION AND LOSS FUND

Effective 12:01 A.M., Local Time, January 01, 2023

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

1. For any Insured Member which purchases a formalized deductible plan from the KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES, with the claims administered by TRISTAR CLAIMS MANAGEMENT SERVICES, INC., such deductible claims shall be subject to the Limitation Per Occurrence set forth in Item 7 of the Declarations of this Agreement.
2. For any Insured Member which purchases a formalized deductible plan from the KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES with the claims administered by TRISTAR CLAIMS MANAGEMENT SERVICES, INC., such deductible claims shall be applied toward the Loss Fund as defined in Section C(4) of this Agreement.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4067859, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES, dated January 01, 2023.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for excess workers compensation losses caused by Acts of Terrorism, including excess workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
 - a. The act is an act of terrorism.
 - b. The act is violent or dangerous to human life, property or infrastructure.
 - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
 - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the "Deposit Premium for the Payroll Reporting Period" shown on the Declarations Page or the Schedule below.

SCHEDULE

Rate per \$100 of Remuneration: \$ 0.2129

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective January 01, 2023

Policy No.
AGC4067859

Endorsement No.

Insured KANSAS WORKERS' RISK COOPERATIVE FOR COUNTIES

Premium \$ *Included*

Insurance Company SAFETY NATIONAL CASUALTY CORPORATION

Countersigned By N/A

SAFETY NATIONAL CASUALTY CORPORATION

PRIVACY STATEMENT

Our Commitment To Our Customers

Safety National Casualty Corporation ("Safety National") is proud to have provided quality products and services to its customers for over 50 years. We greatly appreciate the trust that you and all of our customers place in us. We protect that trust by respecting the privacy of all of our customers, both present and past. The following will explain our privacy practices so that you will understand our commitment to your privacy.

We Respect Your Privacy

When you apply to Safety National for any type of insurance, you disclose information about you to us. The collection, use and disclosure of such information is regulated by law. Safety National and its affiliates maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your personal information. Our employees are also advised of the importance of maintaining the confidentiality of your information.

Types Of Information We Collect

Safety National obtains most of our information directly from you, your agent or broker. The application you complete, as well as any additional information you provide, generally gives us most of the details we need to know. Depending on the nature of your insurance transaction, we may need further details about you.

We may obtain information from third parties, such as other insurance or reinsurance companies, medical providers, government agencies, information clearinghouses and other public records. We may also obtain information about you from your other transactions with us, our affiliates or others.

What We Do With Your Information

Information that has been collected about you will be retained in our files. We will review your information in evaluating your request for insurance coverage, determining your rates or underwriting risk, servicing your policy or adjusting claims. We may retain information about our former customers and would disclose that information only to affiliates and to non-affiliates as described in this notice or as otherwise permitted by law.

To Whom Do We Disclose Your Information

We will not disclose any non-public, personal information about our customers or former customers, except as permitted by law. That means we may disclose information we have collected about you to the following types of third parties:

- Our affiliated companies (Members and subsidiaries of the Tokio Marine Holdings, Inc. group of companies).
- Your agent or broker.
- Parties who perform a business or insurance function for Safety National, including reinsurance, underwriting, claims administration or adjusting, investigation, loss control and computer systems companies.
- Other insurance companies or agents as reasonably necessary concerning your application, policy or claim.
- Insurance regulatory or statistical reporting agencies.
- Law enforcement or governmental authorities in connection with suspected fraud or illegal activities.
- Authorized persons as ordered by subpoena, warrant or court order, or as required by law.

We do not disclose any non-public, personal information about you to non-affiliated companies for marketing purposes or for any other purpose except those specifically allowed by law and described above.

Independent Sales Agents or Brokers

Your policy may have been placed with us through an independent agent or broker ("Sales Agent"). Your Sales Agent may have gathered information about you. The use and protection of information obtained by your Sales Agent is their responsibility, not Safety National's. If you have questions about how your Sales Agent uses or discloses your information, please contact them directly.

Maximum Weekly Compensation				Maximum Total Compensation						
Date of Injury	Weekly Benefit	Statewide Average Weekly Wage	SAWW Calendar Year	Permanent Total Disability	Temporary Total or Permanent Partial Disability	Functional Only Benefit Excluding TTD1	Death	Funeral Expense	Unauthorized Medical Expenses	Medical and Hospital
July 1, 2022 to June 30, 2023	\$765.00	\$1,019.85	2021	\$155,000	\$130,000	\$75,000	\$300,000	\$10,000	\$500	No limit
July 1, 2021 - June 30, 2022	\$737.00	\$982.26	2020	\$155,000	\$130,000	\$75,000	\$300,000	\$10,000	\$500	No limit
July 1, 2020 - June 30, 2021	\$687.00	\$916.30	2019	\$155,000	\$130,000	\$75,000	\$300,000	\$10,000	\$500	No limit
July 1, 2019 - June 30, 2020	\$666.00	\$888.29	2018	\$155,000	\$130,000	\$75,000	\$300,000	\$10,000	\$500	No limit
July 1, 2018 - June 30, 2019	\$645.00	\$859.76	2017	\$155,000	\$130,000	\$75,000	\$300,000	\$10,000	\$500	No limit
July 1, 2017 – June 30, 2018	\$631.00	\$841.19	2016	\$155,000	\$130,000	\$75,000	\$300,000	\$5,000	\$500	No limit
July 1, 2016 – June 30, 2017	\$627.00	\$836.52	2015	\$155,000	\$130,000	\$75,000	\$300,000	\$5,000	\$500	No limit
July 1, 2015 – June 30, 2016	\$610.00	\$813.98	2014	\$155,000	\$130,000	\$75,000	\$300,000	\$5,000	\$500	No limit
July 1, 2014 – June 30, 2015	\$594.00	\$791.62	2013	\$155,000	\$130,000	\$75,000	\$300,000	\$5,000	\$500	No limit
July 1, 2013 – June 30, 2014	\$587.00	\$782.51	2012	\$155,000	\$130,000	\$75,000	\$300,000	\$5,000	\$500	No limit
July 1, 2012 - June 30, 2013	\$570.00	\$760.09	2011	\$155,000	\$130,000	\$75,000	\$300,000	\$5,000	\$500	No limit
July 1, 2011 - June 30, 2012	\$555.00	\$740.40	2010	\$155,000	\$130,000	\$75,000	\$300,000	\$5,000	\$500	No limit
May 15, 2011 - June 30, 2011	\$545.00	\$726.11	2009	\$155,000	\$130,000	\$75,000	\$300,000	\$5,000	\$500	No limit

Maximum Weekly Compensation				Maximum Total Compensation						
July 1, 2010 - May 14, 2011	\$545.00	\$726.11	2009	\$125,000	\$100,000	\$50,000	\$250,000	\$5,000	\$500	No limit
July 1, 2009 - June 30, 2010	\$546.00	\$727.69	2008	\$125,000	\$100,000	\$50,000	\$250,000	\$5,000	\$500	No limit
July 1, 2008 - June 30, 2009	\$529.00	\$705.35	2007	\$125,000	\$100,000	\$50,000	\$250,000	\$5,000	\$500	No limit
July 1, 2007 - June 30, 2008	\$510.00	\$679.81	2006	\$125,000	\$100,000	\$50,000	\$250,000	\$5,000	\$500	No limit
July 1, 2006 - June 30, 2007	\$483.00	\$643.84	2005	\$125,000	\$100,000	\$50,000	\$250,000	\$5,000	\$500	No limit
July 1, 2005 - June 30, 2006	\$467.00	\$622.09	2004	\$125,000	\$100,000	\$50,000	\$250,000	\$5,000	\$500	No limit
July 1, 2004 - June 30, 2005	\$449.00	\$598.79	2003	\$125,000	\$100,000	\$50,000	\$250,000	\$5,000	\$500	No limit
July 1, 2003 - June 30, 2004	\$440.00	\$586.51	2002	\$125,000	\$100,000	\$50,000	\$250,000	\$5,000	\$500	No limit
July 1, 2002 - June 30, 2003	\$432.00	\$575.45	2001	\$125,000	\$100,000	\$50,000	\$250,000	\$5,000	\$500	No limit
July 1, 2001 - June 30, 2002	\$417.00	\$556.43	2000	\$125,000	\$100,000	\$50,000	\$250,000	\$5,000	\$500	No limit
July 1, 2000 - June 30, 2001	\$401.00	\$534.40	1999	\$125,000	\$100,000	\$50,000	\$250,000	\$5,000	\$500	No limit
July 1, 1999 - June 30, 2000	\$383.00	\$510.67	1998	\$125,000	\$100,000	\$50,000	\$200,000	\$5,000	\$500	No limit
July 1, 1998 - June 30, 1999	\$366.00	\$488.13	1997	\$125,000	\$100,000	\$50,000	\$200,000	\$5,000	\$500	No limit
July 1, 1997 - June 30, 1998	\$351.00	\$468.41	1996	\$125,000	\$100,000	\$50,000	\$200,000	\$4,300	\$500	No limit
July 1, 1996 - June 30, 1997	\$338.00	\$450.53	1995	\$125,000	\$100,000	\$50,000	\$200,000	\$3,300	\$500	No limit

Maximum Weekly Compensation				Maximum Total Compensation						
July 1, 1995 - June 30, 1996	\$319.00	\$434.99	1994	\$125,000	\$100,000	\$50,000	\$200,000	\$3,300	\$500	No limit
July 1, 1994 - June 30, 1995	\$326.00	\$425.15	1993	\$125,000	\$100,000	\$50,000	\$200,000	\$3,300	\$500	No limit
July 1, 1993 - June 30, 1994	\$313.00	\$417.32	1992	\$125,000	\$100,000	\$50,000	\$200,000	\$3,300	\$500	No limit
July 1, 1992 - June 30, 1993	\$299.00	\$398.85	1991	\$125,000	\$100,000	Same as TTD or PPD; TTD was not excluded	\$200,000	\$3,200	\$350	No limit
July 1, 1991 - June 30, 1992	\$289.00	\$385.15	1990	\$125,000	\$100,000	Same as TTD or PPD; TTD was not excluded	\$200,000	\$3,200	\$350	No limit

Medical Mileage Effective	Rate
July 1, 2022 to Present	\$0.585
January 1, 2021 - July 1, 2022	\$0.560
July 1, 2020 - December 31, 2020	\$0.575
July 1, 2019 - June 30, 2020	\$0.575
July 1, 2018 - June 30, 2019	\$0.545
January 1, 2017 - June 30, 2018	\$0.535
January 1, 2016 - December 31, 2016	\$0.540
July 1, 2015 - December 31, 2015	\$0.570
July 1, 2013 - June 30, 2015	\$0.560
July 1, 2012 - June 30, 2013	\$0.550
July 1, 2011 - June 30, 2012	\$0.510
January 1, 2010 - June 30, 2011	\$0.500
July 1, 2009 - Dec. 31, 2009	\$0.550
July 1, 2008 - June 30, 2009	\$0.505
July 1, 2007 - June 30, 2008	\$0.470
July 1, 2006 - June 30, 2007	\$0.430
July 1, 2005 - June 30, 2006	\$0.400
July 1, 2004 - June 30, 2005	\$0.370
July 1, 2003 - June 30, 2004	\$0.360
July 1, 2001 - June 30, 2003	\$0.330
July 15, 2000 - June 30, 2001	\$0.325
April 1, 1999 - July 14, 2000	\$0.310
July 1, 1998 - March 31, 1999	\$0.320
July 1, 1997 - June 30, 1998	\$0.310
July 1, 1996 - June 30, 1997	\$0.300
July 1, 1995 - June 30, 1996	\$0.290

DEATH BENEFITS INFORMATION

K-WC 140 (Rev. 4-19)

The Kansas workers compensation law requires employers or their insurance carriers to pay weekly benefits to surviving dependents of employees whose death results from a work-related accident. Death benefits are equal to 0.6667 of the deceased worker's gross average weekly wage, but cannot exceed the maximum weekly benefit applicable on the date of death. The **minimum** weekly payment is paid at 50 percent of the state's average weekly wage at the time of the accident. Generally, benefits are payable to a maximum of \$300,000 depending on the continued eligibility of the surviving spouse and dependent children; \$60,000 of this amount is payable immediately in a lump sum. All medical and hospital expenses incurred are payable, as well as funeral expenses up to \$10,000. Where required, the employer shall pay the costs of a court-appointed conservator, not to exceed \$2,500.

Children are considered dependent if unmarried and under the age of 18 on the date of the deceased's death. Children between the ages of 18 and 23 are considered dependent children if they are physically or mentally incapacitated, attending college or involved in vocational education. Dependent children can continue to receive compensation until age 18, even if the benefits exceed the statutory limit at the time of the accident.

If the deceased leaves only a surviving spouse, the surviving spouse receives the entire weekly benefit. If the deceased leaves a surviving spouse and dependent children, one half of the weekly benefit is paid to the spouse and one half to the children. If only children survive, the weekly benefit is divided equally among the children. If the deceased is unmarried and leaves no dependent children, then parents, grandparents, brothers or sisters who were wholly or partially dependent upon the deceased can receive compensation. However, spouses or dependent children take priority over all other dependent relatives.

If there is no surviving spouse or dependent, \$100,000 may be divided among legal heirs of the deceased. The \$100,000 is paid in a lump sum, one-time payment.

If you have any questions regarding your rights under the Kansas Workers Compensation Act, contact the **Ombudsman/Claims Advisory Unit** of the Division of Workers Compensation as listed at the bottom of the page.

For additional information on current and historic benefit levels, go to www.dol.ks.gov/WorkComp/current.aspx or see the Table of Maximum Benefits at www.dol.ks.gov/Files/PDF/kwc107.pdf (English) or www.dol.ks.gov/Files/PDF/kwc1070a.pdf (Spanish).



Workers Compensation Information for Kansas Employers and Employees

ASPERA



The mandated Posting Notice ([K-WC 40-A](#)) and other Workers Compensation forms are available to download at www.dol.ks.gov.

For additional information on workers compensation benefits, employer guidelines and other general information, contact:

Kansas Department of Labor
Division of Workers Compensation
401 SW Topeka Blvd., Suite 2
Topeka, Kansas 66603-3105
(785) 296-4000
(800) 332-0353
Email: kdol.wc@ks.gov
Website: www.dol.ks.gov

Follow us:



www.facebook.com/KansasDOL



www.twitter.com/KansasDOL

For more information on workers compensation insurance rates and insurance carrier conduct, contact:

Kansas Department of Insurance
1300 SW Arrowhead Rd.
Topeka, Kansas 66604
(785) 296-3071
(800) 432-2484
Email: kid.commissioner@ks.gov
Website: www.insurance.kansas.gov

Table of Contents

What is Workers Compensation?	1
Purpose of the Law	1
Elections.....	2
Employee Rights and Responsibilities	2
Employer Responsibilities	2
Workers Compensation Insurance	2
Other Requirements	3
Categories of Disability Benefits	4
Temporary Total Disability	4
Temporary Partial Disability.....	4
Permanent Partial Scheduled Disability.....	4
Permanent Partial General Disability.....	4
Permanent Total Disability.....	5
How Rates are Determined	6
Premium Components.....	6
Factors Affecting Premiums.....	7
General Information	7
How to Obtain Insurance	7
Kansas Workers Compensation Insurance Plan (Assigned Risk Plan)...	7
Insurance Rating Appeals Process	7
Division of Responsibilities.....	8
Survivors' Benefits	9
Spouse and Children	9
Other Dependents.....	9
Legal Heirs.....	9
Conditions Affecting Benefits	9
Drugs and Alcohol	9
Safety Violations	10
Coronary Disease and Stroke.....	10
Prior Disability Rating/Pre-Existing Condition.....	11
Guidelines for Obtaining Medical Treatment	11
Who Pays?	11
Employer-Ordered Examinations	12
Fraud and Abuse	12
Coverage and Compliance	13
Verify Coverage	14
Safety and Health Services	14
Programs Offered by the Kansas Department of Labor.....	14
Ombudsman	15
Mediation	16
What is Mediation?.....	16
Who are the Mediators?.....	16
Representation and Assistance.....	16
Medical Services	16
Vocational Rehabilitation	17

What is Workers Compensation?

Workers compensation is a required insurance plan provided by the employer to pay employee benefits for job-related injuries, disability or death that arise out of and in the course of employment.

Per [K.S.A. 44-508](#), an injury by accident shall be deemed to arise out of employment if:

- There is a causal connection between the conditions under which the work is required to be performed and the resulting accident; and
- The accident is the prevailing factor causing the injury, medical condition and resulting disability or impairment.

The words “arising out of and in the course of employment” as used in the Workers Compensation Act shall not be construed to include:

- Injury which occurred as a result of the natural aging process or by the normal activities of day-to-day living;
- accident or injury which arose out of a neutral risk with no particular employment or personal character;
- accident or injury which arose out of a risk personal to the worker; or
- accident or injury which arose either directly or indirectly from idiopathic causes.

Benefits are paid at the employer’s expense. Coverage begins the first day on the job.

The present law covers all Kansas employers except for those in certain agricultural pursuits or those with a gross annual payroll of \$20,000 or less. All payroll is taken into account, including that paid in Kansas or elsewhere. If the employer is a sole proprietor or a partnership, the wages paid to the owners and any of their family members are not used in the computation of the gross annual payroll. Per [K.A.R. 51-11-6](#), the provision in [K.S.A. 44-505](#) excluding the payroll of workers who are members of the employer’s family shall not apply to corporate employers. A corporate employer’s payroll for purposes of determining whether the employer is subject to the workers compensation act shall be determined by the total amount of payroll paid to all corporate employees even when a corporate employee has elected out of the workers compensation act pursuant to [K.S.A. 44-543](#).

Employees who are disabled due to a job-related injury or disease are entitled to:

- medical expenses to treat the job-related injury or illness; and
- income benefits to replace part of the wages lost due to disability.

If death results from a job-related injury or disease, benefits may be paid to the surviving spouse, dependents or heirs.

Purpose of the Law

Kansas passed its first workers compensation law in 1911. By regulating litigation and benefits, the law is designed to protect the interests of both employers and employees. Employers benefit by substituting a known expense (premiums) for the risk of large, unbudgeted expenses in the event of serious employee disabilities. Employees benefit because negligence of the employer is not an issue in determining liability. Workers compensation coverage is a no-fault system. The provisions of the Workers Compensation Act shall be applied impartially to both employers and employees. While initially aimed at hazardous jobs, the law now covers most workers.

Elections

Elections in or out of the Workers Compensation Act are options available to employers or employees.

Depending on the circumstances, options may be available for:

- non-covered employers – e.g., those with payrolls of \$20,000 or less or in certain agricultural pursuits;
- corporate employees owning 10 percent or more of stock;
- individuals, proprietors or partnerships;
- employers seeking coverage for volunteers and other non-covered workers; and
- volunteer directors, officers or trustees of a nonprofit organization.

Example: A two-person partnership has two employees – a family member and a non-family member – and an annual payroll of \$15,000. The partnership may elect to purchase coverage under the Act and to extend such coverage to both employees. The partners are not covered because they are considered to be the employer.

Elections may be filed online at www.oscar.dol.ks.gov.

Employee Rights and Responsibilities

Kansas law protects an employee's right and ease in obtaining workers compensation. Specifically:

- An employee cannot be fired, demoted or otherwise discriminated against for filing a claim in good faith.
- Employees must be informed of their rights and responsibilities in case of injury. In the event of employee death, such information must be furnished to the employee's beneficiaries.
- Employees must not be charged for the payment of workers compensation claims. Employers cannot deduct from pay or benefits to pay insurance premiums or claims.
- Employees may be entitled to compensation benefits from an employer subject to the Act regardless of insurance coverage.
- Employees may obtain free assistance by contacting the Workers Compensation Ombudsman's office at (800) 332-0353 or (785) 296-4000.
- The law provides specific penalties for employee or employer fraud in workers compensation cases. For assistance or more information, or to report suspected fraud, contact the Workers Compensation Ombudsman or the Fraud and Abuse office at (800) 332-0353 or (785) 296-4000.

Employer Responsibilities

Workers Compensation Insurance

Most employers are required by law to provide for the payment of workers compensation claims, at no expense to the employee. Employers shall satisfy this requirement in one of three ways:

- **Workers compensation insurance:** obtained from a licensed insurance carrier; the employer pays the premiums and the insurance company pays the claims. The insurance carriers are regulated by the Kansas Insurance Department.
- **Self-insurance:** an individual employer must demonstrate to the State the financial ability to pay any claims that might arise. This program is administered by the Division of Workers Compensation.
- **Group-funded pool:** a group of employers meeting certain statutory requirements may form a self-insurance program to jointly insure their ability to pay claims. This program is administered by the Kansas Department of Insurance.

Intentional failure to provide for workers compensation payment in one of the above ways is a **class A misdemeanor** and subjects the employer to a civil penalty in an amount twice the annual premium the employer would have paid for insurance or \$25,000, whichever amount is greater.

Employment categories excluded from the law are:

- certain agricultural pursuits;
- realtors who qualify as independent contractors;
- employers with gross annual payrolls of \$20,000 or less;
- firefighters belonging to a firefighters relief association which has waived coverage under the workers compensation law; and
- certain owner-operator vehicle drivers covered by their own occupational accident insurance policy.

OTHER REQUIREMENTS

- Employers must post written notice [K-WC 40-A](#) advising employees what to do in case of injury.
- Per [K.S.A. 44-557](#), “it is...the duty of every employer to make or cause to be made a report to the director* of any accident, or claimed or alleged accident, to any employee which occurs in the course of the employee’s employment and of which the employer or the employer’s supervisor has knowledge, which report shall be made upon a form to be prepared by the director**, within 28 days, after the receipt of such knowledge, if the personal injuries which are sustained by such accidents, are sufficient wholly or partially to incapacitate the person injured from labor or service for more than the remainder of the day, shift or turn on which such injuries were sustained.”

As outlined in [K.A.R. 51-9-17](#), all insurance carriers, group pools and self-insurers are required to use Electronic Data Interchange (EDI) to file First Reports of Injury (FROI) and Subsequent Reports of Injury (SROI) using the Release 3.1 standards. For details contact Techs and Stats, Division of Workers Compensation at (785) 296-4000 or (800) 332-0353, or visit our EDI website at <http://www.dol.ks.gov/WorkComp/edinews.aspx>.

- **Immediately upon learning of an employee’s injury or death, the employer must furnish written information to the employee or employee’s dependents on available benefits, the claims process, an employer or insurance company contact for workers compensation claims, and other matters as required by law.** Use forms [K-WC 27-A](#) (English) and [K-WC 270-A](#) (Spanish) for reporting.
- An insurer or self-insured employer shall provide the following notice to an insured worker on or with the first check for temporary disability benefits: *Warning: Acceptance of employment with a different employer that requires the performance of activities you have stated you cannot perform because of the injury for which you are receiving temporary disability benefits could constitute fraud and could result in loss of future benefits and restitution of prior workers compensation awards and benefits paid.*

If you need assistance, call (800) 332-0353 or (785) 296-4000.

*As of January 1, 2014, by “make or cause to be made a report to the director” is meant that an employer must report to the employer’s insurer for workers compensation any accident witnessed by the employer, claimed or alleged, with sufficient timeliness to allow the insurer to file the accident report with the division within 28 days, as required by [K.A.R. 51-9-17](#).

**The requisite form for reporting by the insurer as of January 1, 2014, is outlined in [K.A.R. 51-9-17](#).

Categories of Disability Benefits

Temporary Total Disability

Exists when the employee, on account of injury, is unable to engage in any type of substantial and gainful employment. Benefits are paid for the duration of the temporary total disability (TTD). There is a one-week waiting period (seven calendar days) before TTD benefits are paid. If the disability continues for three consecutive weeks, the employee is reimbursed for the waiting period. Employees may collect medical benefits during the first week. Benefits are 66 2/3 percent of an employee's average gross weekly wage, but not less than \$25 nor more than the statutory maximum. Temporary total compensation may not exceed \$130,000 per injury.

Employees may **not** collect temporary total disability and unemployment benefits for the same weeks.

Temporary Partial Disability

Exists when the worker returns to any employment at a wage less than the time of injury wage. Compensation is calculated on a weekly basis and is paid until the wage loss is no longer present or the benefit maximum is reached, whichever comes first.

Benefits are 66 2/3 percent of the difference between the employee's average gross weekly wage before the injury and the employee's wage after the injury. Benefits may not exceed the state's statutory maximum.

Permanent Partial Scheduled Disability

Exists when there is complete or partial loss of or loss of use of a body part, such as an arm, due to a job-related injury. Compensation for permanent partial scheduled disability is limited to a percentage of the following schedule. A healing period is available in cases of amputation. Benefits are 66 2/3 percent of an employee's average gross weekly wage, but not less than \$25 nor more than the statutory maximum cap of \$130,000.

Benefit Information Schedule

Loss of or loss of use of:	Weeks Paid:	Loss of or loss of use of:	Weeks Paid:
Shoulder	225	Thumb	60
Arm	210	1st (index) finger	37
Forearm	200	2nd (middle) finger	30
Hand	150	3rd (ring) finger	20
Leg	200	4th (little) finger	15
Lower leg	190	Great toe	30
Foot	125	Great toe, end joint	15
Eye	120	Each other toe	10
Hearing, both ears	110	Each other toe, end joint only	5
Hearing, one ear	30		

Permanent Partial General Disability

Exists when a worker is disabled in a manner which is partial in character and permanent in quality, and which is not covered by the schedule above. For example, disability involving the back or the loss of use of a shoulder, arm, forearm or hand of one upper extremity, combined with the loss of or loss of use of a shoulder, arm, forearm or hand of the other upper extremity; or the loss of or loss of use of a leg, lower leg or foot of one lower extremity, combined with the loss of or loss of use of a leg, lower leg or foot of the other lower extremity; or the loss of or loss of use of both eyes which is partial in character and permanent in quality are whole body disabilities and are not covered by the above schedule. Compensation for such "non-scheduled" or "whole body" disability is based on the greater of the following: the percentage of functional impairment; or, the employee's reduced ability to perform work tasks and the average weekly wage the employee is capable of earning after the injury. Employees earning 90 percent of pre-injury wage are limited to functional impairment.

Calculating Permanent Partial General Disability Benefits

1. **Calculate weekly benefit rate by identifying the smaller of these two amounts:** Gross average weekly wage x 66 2/3 percent; or the statutory maximum.
2. **Calculate allowable weeks of compensation:** Begin with 415 weeks. Subtract from 415 the number of weeks of temporary total disability paid, excluding the first 15 weeks of such temporary total paid. Multiply the difference by the percentage of disability.
3. **Calculate total benefits:** Multiply weekly benefit rate by allowable weeks of compensation.

Example: Average weekly wage is \$875 at date of accident (7/10/2011). Employee has collected 25 weeks of temporary total disability and has a 25 percent disability rating.

Weekly benefit rate: (use lesser amount)

$$\$875 \times .6667 = \$583.36$$

statutory maximum (*as of 7/1/11*) \$555

Allowable weeks of compensation:

$$415 - [25-15] = 415 - 10 = 405 \text{ weeks}$$

$$405 \text{ weeks} \times .25 = 101.25 \text{ weeks}$$

Maximum benefit amount:

$$101.25 \text{ weeks} \times \$555 = \$56,193.75$$

Our website has a Workers Compensation Calculation Program. The date program allows you to calculate time between two dates or to calculate the addition of days to a known date. The scheduled injury and whole body injury programs will allow you to compute the compensation benefits due to the claimant. Step-by-step instructions are provided for each program.

Permanent Total Disability

Exists when the employee, on account of the injury, has been rendered completely and permanently incapable of engaging in any type of substantial and gainful employment. Loss of both eyes, both hands, both arms, both feet, both legs or any combination thereof, in the absence of proof to the contrary, shall constitute a permanent total disability. Substantially total paralysis, or incurable imbecility or insanity, resulting from injury independent of all other causes, shall also constitute permanent total disability.

Benefits are 66 2/3 percent of an employee's average gross weekly wage, but not less than \$25 nor more than the statutory maximum. Total compensation may not exceed \$155,000 per injury.

An employee is not allowed to receive more than one award of permanent total disability in a lifetime.

How Rates are Determined

Workers compensation insurance in Kansas is mandated by state law for most but not all employers. The premiums paid by the employers should be sufficient to cover the claims incurred by their insurance companies. Rates are adjusted based on the most recent premiums, investment income and losses reported by the insurance companies. The National Council on Compensation Insurance (NCCI) submits these rates annually to the insurance commissioner for approval.

The NCCI is a ratemaking organization, licensed by the Insurance Department, whose membership is primarily comprised of insurance companies. They develop the annual rate change needed based on the losses and premium reported to them by their member insurance companies.

The Kansas Insurance Department regulates the rates charged in Kansas. Each year, the Insurance Department reviews premiums, claims costs and other relevant data submitted by the NCCI to determine whether a rate change is supported. Currently, about 70 cents of every \$1 collected in premiums is projected to cover the cost of paying workers compensation claims. Approximately 27.5 percent of each dollar is used by insurance carriers to cover other costs of doing business – e.g., administrative expenses, salaries and overhead. The margin of profit is projected at roughly 2.5 percent plus the earnings on investments.

After reviewing the rate filing, the commissioner of insurance generally approves an “overall” statewide premium change. This “overall” change is stated as a percentage (for example, a five percent overall increase); however, individual classification base rates may increase or decrease more than the “overall” change. Individual classification base rates must continue to reflect the experience (premiums and losses) of employers in each classification.

Premium Components

Workers compensation insurance premiums are calculated based on several factors. The primary factors are:

Base rate: the starting point in calculating premiums. The base rate or loss cost is filed by NCCI and all carriers are required to use it. The base rates can change annually due to statewide loss experience of all employers in the same classification. The companies multiply the base rate by their approved Loss Cost Multiplier (LCM) in order to determine the rate per \$100 of payroll.

Classification: a key factor in determining what rate an employer will pay. Classification denotes the employer’s type of business; hazardous jobs are more likely to result in substantial and costly claims and, therefore, usually have a higher rate. There are about 600 classifications in use in Kansas.

Experience rating: affects premium based on the frequency and severity of compensation claims of employers with sufficient premium size to be “experience rated.” Currently, employers with an annual premium of at least \$4,500 within the past two years, or if more than two years, an average annual premium of \$2,250 or more are experience rated. Fewer and less expensive claims mean a lower experience modification factor, which means a lower premium.

Payroll size: employers with larger payrolls generate more workers compensation annual premiums than those with a smaller payroll in the same classification. However, the expenses incurred in issuing and servicing the policy do not increase in direct proportion to the policy premium. Consequently, a premium discount may be applied to policies with a larger premium to recognize this factor.

Also, some employers are subject to fixed payroll amounts. Partners, sole proprietors and members of a limited liability company who elect to cover themselves under a workers compensation insurance policy pay a premium based on a set payroll which is adjusted annually. The premium for an executive officer of a corporation is based on the actual payroll of the officer, subject to a set per-week minimum and maximum payroll which may be adjusted annually.

Factors Affecting Premiums

Three of the most important factors in reducing premiums are:

- 1. Implementation of an accident prevention program:** these programs were mandated by 1993 legislation and are to be made available to employers by all insurance carriers and group-funded pools operating in Kansas. Because accident prevention programs have been shown to reduce the frequency and severity of injuries, they offer employers the potential to reduce premiums. Premium reduction is, of course, only one benefit of accident prevention that employers should consider.
- 2. Assuring the proper classification(s) was used to calculate the premium:** the classification used on the policy should, as reasonably and accurately as possible, describe the employer's business and the employee's duties. The use of an inappropriate classification could result in the payment of an incorrect premium. If a classification does not seem to accurately describe a particular job, assistance in verifying that the proper classification was used or in obtaining a correction is available by calling the Insurance Department: (800) 432-2484 or (785) 296-3071, or visiting the website at www.insurance.kansas.gov
- 3. Use of deductible:** deductibles can be a cost-effective means of reducing premiums and are available in various amounts. Losses paid by the employer under the deductible shall not apply in calculating the employer's experience modification. The insurer shall pay the deductible amount and seek reimbursement from the insured employer for the applicable deductible amount.

General Information

How to Obtain Insurance

Workers compensation insurance coverage can be obtained by:

- contacting a licensed insurance agent;
- contacting the Kansas Insurance Department for information on group-funded pools; or
- contacting the Division of Workers Compensation for information on self-insurance.

Kansas Workers Compensation Insurance Plan (Assigned Risk Plan)

Any employer who is in good faith entitled to but unable to purchase coverage in the voluntary workers compensation insurance market can obtain coverage in the Assigned Risk Plan. This means an employer is assigned to an insurance carrier who is authorized to provide coverage. Assigned Risk Plan premiums are calculated using the same loss costs as if the coverage were purchased in the voluntary market; however, premiums may be higher due to differentials applied to assigned risk rates and individual employer loss experience.

For assistance and questions about the Assigned Risk Plan, contact the Kansas Insurance Department at (800) 432-2484 or (785) 296-3071.

Insurance Rating Appeals Process

If an employer suspects the wrong classification or other incorrect factor is being used in calculating a premium, the rating may be appealed in writing to the insurance carrier from which the coverage was purchased. The employer may also appeal in writing to the Kansas Commissioner of Insurance by outlining the nature of the complaint or appeal.

For additional information, or for assistance in appealing or correcting a classification error or other rate problem, contact the Kansas Insurance Department at (800) 432-2484 or (785) 296-3071.

Division of Responsibilities

Responsibilities of the Employee:

- Notify your employer immediately. Per K.S.A. 44-520, a claim may be denied if an employee fails to notify their employer within the earliest of the following dates:
 - 20 calendar days from the date of accident or the date of injury by repetitive trauma;
 - 20 calendar days from the date such medical treatment is sought if the employee is working for the employer against whom benefits are being sought and such employee seeks medical treatment for any injury by accident or repetitive trauma; or
 - 10 calendar days after the employee's last day of actual work for the employer if the employee no longer works for the employer against whom benefits are being sought.
- Notice may be given orally or in writing. Where notice is provided orally, if the employer has designated an individual or department to whom notice must be given and such designation has been communicated in writing to the employee, notice to any other individual or department shall be insufficient under this section. If the employer has not designated an individual or department to whom notice must be given, notice must be provided to a supervisor or manager.
- Where notice is provided in writing, notice must be sent to a supervisor or manager at the employee's principal location of employment.
- The notice, whether provided orally or in writing, shall include the time, date, place, person injured and particulars of such injury. It must be apparent from the content of the notice that the employee is claiming benefits under the Workers Compensation Act or has suffered a work-related injury.

Responsibilities of the Employer:

- Unless self-insured, the employer must advise its insurance carrier or group-funded pool of employee's injury.
- Per K.S.A. 44-557, it is the duty of every employer to make or cause to be made a report to the director of any accident, or claimed or alleged accident, to any employee which occurs in the course of the employee's employment and of which the employer or the employer's supervisor has knowledge, which report shall be made upon a form to be prepared by the director, within 28 days, after the receipt of such knowledge, if the personal injuries which are sustained by such accidents, are sufficient wholly or partially to incapacitate the person injured from labor or service for more than the remainder of the day, shift or turn on which such injuries were sustained.

As outlined in K.A.R. 51-9-17, all insurance carriers, group pools and self-insurers are required to use Electronic Data Interchange (EDI) to file First Reports of Injury (FROI) and Subsequent Reports of Injury (SROI) using the Release 3.1 standards. For details contact Techs and Stats, Division of Workers Compensation at 785-296-4000 or 800-332-0353. You may access our website at <http://www.dol.ks.gov/WorkComp/edinews.aspx>.

- **The employer is required** by K.S.A. 44-5,102(a) to deliver information immediately to employee or legal beneficiary to assist in the claims process (material is available from the employer's carrier or the Division of Workers Compensation), including form K-WC 27-A or K-WC 270-A (Spanish).

Responsibilities of the Division of Workers Compensation:

- Makes official record of accident reports filed with the division.

Survivors' Benefits

The workers compensation law provides for survivors' benefits in the event of an employee's job-related death. Survivors do not need to be U.S. citizens or reside in the United States to receive compensation.

The weekly benefits are based on 66 2/3 percent of the employee's average weekly wage at the time of the accident or injury, but cannot exceed the statutory **maximum**. The **minimum** death benefit is 50 percent of the state's average weekly wage in effect on the date of accident. Total compensation benefits may not exceed \$300,000, unless benefits are being paid to a dependent child under the age of 18. Funeral expenses up to \$10,000 and all medical and hospital expenses related to the fatal injury are also covered.

An initial payment of \$60,000 must be made to the surviving legal spouse or wholly dependent child(ren) or divided among them, 50 percent to the surviving legal spouse and 50 percent to the dependent children. This \$60,000 payment is not subject to the eight percent discount normally allowed for lump sum payments. The initial payment shall be paid immediately.

Spouse and Children

If an employee is survived by a spouse but no dependent children, the spouse receives the entire weekly benefit. If an employee is survived by a spouse and children, the weekly benefit is paid half to the spouse and half to the children. If an employee is survived only by children, the weekly benefit is divided equally among the children.

Dependent children receive benefits until age 18, or until age 23 if they are full-time students or mentally or physically disabled, even if the benefits exceed the statutory limit at the time of the accident. Where required, the employer shall pay the costs of a court appointed conservator not to exceed \$2,500.

Other Dependents

If survivors' benefits are paid to the spouse and/or children, they may not be paid to any other beneficiaries. In the case of unmarried employees leaving no dependent children, any other dependents who were wholly or partially dependent upon the employee may receive compensation.

Dependents other than spouse or children may collect weekly benefits subject to the statutory provisions, until they die, remarry or receive more than 50 percent of their support from another source.

Legal Heirs

If the employee leaves no spouse, dependent children or other dependents either wholly or partially dependent upon the employee, a lump sum payment of \$100,000 shall be made to the legal heirs of the employee, subject to reductions based on employer procured life insurance.

Conditions Affecting Benefits

Drugs and Alcohol

An employer is not liable for workers compensation benefits if an employee is impaired due to the use of alcohol* or drugs** and the impairment contributed to injury or death. This includes the use of prescription or non-prescription medications; benefits may be allowed, however, if:

- the drugs or medications were taken in therapeutic doses; and
- the employee had not been impaired on the job from such medications within the past 24 months.

If it is shown that the employee was impaired at the time of the injury, there shall be a rebuttable presumption that the accident, injury, disability or death was contributed to by such impairment.

An employee's refusal to submit to a chemical test at the request of the employer shall result in the forfeiture of benefits under the Workers Compensation Act if the employer had sufficient cause to suspect the use of alcohol or drugs by the claimant, or if the employer's policy clearly authorizes post-injury testing.

The results of a chemical test shall be admissible evidence to prove impairment if the employer establishes that the testing was done under any of the following circumstances:

1. as a result of an employer-mandated drug testing policy, in place in writing prior to the date of accident or injury, requiring any worker to submit to testing for drugs or alcohol;
2. during an autopsy or in the normal course of medical treatment for reasons related to the health and welfare of the injured worker and not at the direction of the employer;
3. the worker, prior to the date and time of the accident or injury, gave written consent to the employer that the worker would voluntarily submit to a chemical test for drugs or alcohol following any accident or injury;
4. the worker voluntarily agrees to submit to a chemical test for drugs or alcohol following any accident or injury; or
5. as a result of federal or state law, or a federal or state rule or regulation having the force and effect of law, requiring a post-injury testing program and such required program was properly implemented at the time of testing.

*An employee is considered to be impaired from alcohol if the blood alcohol concentration at the time of injury is .04 or more.

** Confirmatory test cutoff levels (ng/ml)

Marijuana metabolite	15	Opiates:	
Cocaine metabolite.....	150	Morphine	2000
Amphetamines:		Codeine.....	2000
Amphetamine	500	6-Acetylmorphine.....	10ng/ml
Methamphetamine.....	500	Phencyclidine	25

Safety Violations: K.S.A. 44-501(a)(1)

Compensation for an injury shall be disallowed if such injury to the employee results from:

1. the employee's deliberate intention to cause such injury;
2. the employee's willful failure to use a guard or protection against accident or injury which is required pursuant to any statutes and provided for the employee;
3. the employee's willful failure to use a reasonable and proper guard and protection voluntarily furnished the employee by the employer;
4. the employee's reckless violation of their employer's workplace safety rules or regulations; or
5. the employee's voluntary participation in fighting or horseplay with a co-worker for any reason, work related or otherwise.

The preceding shall not apply when it was reasonable under the totality of the circumstances to not use such equipment, or if the employer approved the work engaged in at the time of an accident or injury to be performed without such equipment.

Coronary Disease and Stroke

The law does not provide compensation for coronary or coronary artery disease or cerebrovascular injury (e.g., stroke), unless it is shown that the exertion of the work that caused the injury was beyond that required by the employee's usual job duties. Another exception is vascular injury caused by extreme heat.

Prior Disability Ratings/Pre-existing Condition

Compensation for any permanent disability may be reduced by the existence of a rating on any applicable pre-existing disability.

K.S.A. 44-501(e): An award of compensation for permanent partial impairment, work disability or permanent total disability shall be reduced by the amount of functional impairment determined to be pre-existing. Any such reduction shall not apply to temporary total disability, nor shall it apply to compensation for medical treatment.

K.S.A. 44-501(e)(1): Where workers compensation benefits have previously been awarded through settlement or judicial administrative determination in Kansas, the percentage basis of the prior settlement or award shall conclusively establish the amount of functional impairment determined to be pre-existing. Where workers compensation benefits have not previously been awarded through settlement or judicial or administrative determination in Kansas, the amount of pre-existing functional impairment shall be established by competent evidence.

Guidelines for Obtaining Medical Treatment

Who Pays?

Employers are responsible for all medical treatment necessitated by a job-related injury or disease. This includes:

- services of a licensed health care provider;
- surgical, hospital and other medical treatment;
- medications, medical and surgical supplies;
- nursing services;
- crutches and other medical apparatus;
- ambulance services; and
- transportation between the employee's home and the place of medical treatment, subject to a minimum of five miles round trip.

If an employer has workers compensation insurance, the insurance carrier is required to pay for applicable medical expenses. Uninsured employers subject to workers compensation laws are still responsible for the medical bills of covered employees.

Employers are legally entitled to choose the treating physician. If an employee self-selects a physician who is not authorized or agreed upon by the employer, the employer is responsible for only the first \$500 in medical bills from such self-selected physicians.

Employer-Ordered Examinations

After obtaining whatever emergency medical care is necessary, an employee shall submit to any reasonable physical examination ordered by the employer. The employer can also require the employee to submit to ongoing examinations – up to twice monthly, or more often if specifically ordered by the Division of

Workers Compensation. Employees may forfeit the benefits that are available if they refuse to submit to such examinations. Employees are entitled to know the results of any physical examination ordered by the employer. At the employee's request, the doctor conducting the examination must furnish the employee, within a reasonable time after the examination, a report identical to that sent to the employer or the employer's carrier. Employees are entitled to have their own doctor present at, and participate in, any medical examination ordered by the employer. If this is not allowed, or if employees are not furnished a copy of the medical report, then the examination ordered by the employer will not be allowed as evidence related to the claim.

Fraud and Abuse

Both the Division of Workers Compensation and the Kansas Insurance Department have units dedicated to the investigation of fraudulent or abusive acts and practices that occur with regard to the Workers Compensation Act. Acts or conduct that are considered to be fraudulent or abusive can generally be described as situations in which claimants, employers or companies fail or refuse to follow directives of the Workers Compensation Act. The Workers Compensation Act applies to the following:

- persons claiming benefits under the Workers Compensation Act;
- employers subject to the requirements of the Workers Compensation Act;
- insurance carriers and group-funded self-insurance plans providing coverage for work-related injuries;
- any person, corporation, business or health care facility providing treatment for work-related injuries
- attorneys and other representatives of employers, employees, insurers or other entities involved in the administration of the Workers Compensation Act.

If the director, or the assistant attorney general assigned to the Division of Workers Compensation, has probable cause to believe a fraudulent or abusive act or practice that violates the Workers Compensation Act has occurred, a copy of any order and all investigative reports and any evidence in the possession of the Division of Workers Compensation which relates to such act shall be forwarded to the prosecuting attorney of the county in which the act occurred.

Any person who believes a violation of the Workers Compensation Act has occurred may notify the Division of Workers Compensation immediately and should send the information relating to the alleged violation to the division. The director shall evaluate the facts surrounding the alleged violation to determine the extent, if any, to which violations of the Workers Compensation Act exist. For more information, call (785) 296-4000 or (800) 332-0353; or send email to KDOL.WCFraud@ks.gov.

Any person who has a complaint against an insurance company, or other person/entity regulated by the Kansas Insurance Department, regarding the handling of a workers compensation claim, should contact the Anti-Fraud Division at the Kansas Insurance Department. Complaints may be made by calling (800) 432-2484 or (785) 296-3071, in writing by sending information to the Anti-Fraud Division at 1300 SW Arrowhead Rd., Topeka, KS 66604 or online at www.insurance.kansas.gov.

Coverage and Compliance

The Compliance section monitors and assists employers to ensure that they fulfill two requirements under the Workers Compensation Act:

1. to secure workers compensation benefits for employees and
2. to file written reports of alleged work accidents.

Failure to secure workers compensation benefits or report accidents can result in monetary penalties against the employer. Failure to secure workers compensation benefits can also result in closure of the business.

Per K.S.A. 44-557, “it is...the duty of every employer to make or cause to be made a report to the director* of any accident, or claimed or alleged accident, to any employee which occurs in the course of the employee’s employment and of which the employer or the employer’s supervisor has knowledge, which report shall be made upon a form to be prepared by the director**, within 28 days, after the receipt of such knowledge, if the personal injuries which are sustained by such accidents, are sufficient wholly or partially to incapacitate the person injured from labor or service for more than the remainder of the day, shift or turn on which such injuries were sustained.”

As outlined in K.A.R. 51-9-17, all insurance carriers, group pools and self-insurers are required to use Electronic Data Interchange (EDI) to file First Reports of Injury (FROI) and Subsequent Reports of Injury (SROI) using the Release 3.1 standards. For details contact Techs and Stats, Division of Workers Compensation at (785) 296-4000 or (800) 332-0353, or visit our EDI website at <https://www.dol.ks.gov/WC/insurer>.

*As of January 1, 2014, by “make or cause to be made a report to the director” is meant that an employer must report to the employer’s insurer for workers compensation any accident witnessed by the employer, claimed or alleged, with sufficient timeliness to allow the insurer to file the accident report with the division within 28 days, as required by K.A.R. 51-9-17.

**The requisite form for reporting by the insurer as of January 1, 2014 is outlined in K.A.R. 51-9-17.

When the director has reason to believe an employer has engaged in the knowing and intentional failure to secure the payment of workers compensation to its employees, the director shall issue and serve upon such employer a statement of the charges and shall conduct a hearing in accordance with the Kansas Administrative Procedure Act. The employer may be liable to the state for a civil penalty in an amount equal to twice the annual premium or \$25,000, whichever amount is greater.

The director shall order employers to come under the Workers Compensation Act by:

1. insuring and keeping insured the payment of such compensation with an insurance carrier authorized to transact the business of workers compensation insurance in the state of Kansas;
2. showing to the director that the employer carries such employer’s own risk and is what is known as a self-insurer and by furnishing proof to the director of the employer’s financial ability to pay such compensation for the employer’s self; or
3. maintaining a membership in a qualified group-funded workers compensation pool. The cost of carrying such insurance or risk shall be paid by the employer and not the employee.

For more information, call (785) 296-4000 or (800) 332-0353; or send email to KDOL.WCCCompliance@ks.gov or go to www.dol.ks.gov.

Verify Coverage

You can check whether a business has workers compensation coverage online. The website provides public access to portions of the information reported by private workers compensation insurance carriers for use by the Kansas Department of Labor (KDOL). The accuracy of data from any third party cannot be guaranteed by the agency and KDOL is not responsible for the coverage information available through this link.

For additional help with verifying workers compensation coverage in Kansas, call Workers Compensation Coverage and Compliance at (785) 296-4000.

Safety and Health Services

Workplace safety and accident prevention is a key element of the law. This requirement was designed to reduce claims/losses which would hold down premiums for employers. Because rates are based on losses, the prevention of employee accidents through enhanced safety measures is one of the best ways employers can help keep rates down.

By law, insurance carriers and group-funded plans must provide accident prevention programs upon request to their insureds. Notice of such accident prevention programs must appear on the front page of every policy issued after July 1993.

Programs Offered by the Kansas Department of Labor

Consultation: offers assistance to private sector employers in safety and health program evaluations.

Consultants offer advice in the recognition, evaluation and control of hazards in the workplace. Assistance with program initiation and development is available. Training, both formal and informal, is performed in all areas of safety and health. All services are at no cost to the client.

Public Sector Compliance: monitors the public sector – cities, counties, state agencies and school districts – by performing compliance audits under K.S.A. 44-636 and/or K.S.A. 44-575(f). Occupational hazards are identified and program elements are assessed. Hazards must be abated within 60 days. Investigations of employee complaints, near misses and fatalities are also conducted.

Accident Prevention: evaluates insurance companies and group-funded self-insurance plans to ensure that they are offering and providing safety and health services at no charge to their insureds as required by law. The quality and quantity of these services are evaluated by trained consultants by directly reviewing insurance company records and contacting those insured who have requested and been provided services. Accident prevention assistance is available by emailing KDOL.WC@ks.gov. You can also find information online at www.dol.ks.gov/Safety/accident.aspx.

Safety and Health Conference: the annual Kansas Safety and Health Conference brings industrial, academic, vendor and government safety representatives together. The conference is self-supporting and seeks to address the relevant safety issues in a variety of workshops and presentations.

Workplace safety and health assistance is available by calling (785) 296-4386 or by emailing KDOL.IndSafetyHealth@ks.gov. You can also find information online under Workplace Safety at www.dol.ks.gov.

Ombudsman Services

The Kansas Division of Workers Compensation established a Claimant Advisory Section in 1978. In 1993 the Legislature followed a national trend and, by statute, created the ombudsman program. The workers compensation reform legislation of 1993 mandated an expanded role for the Claims Advisory Section to enable a more proactive approach to assisting all parties in understanding their rights and responsibilities under the Workers Compensation Act.

The division employs full-time personnel who specialize in aiding injured workers, employers and insurance professionals with claims information and problems arising from job-related injuries and illnesses. The ombudsman acts in an impartial manner and is available to provide the parties with information about the current issues within the workers compensation system. For example, the ombudsman has current information on legislative changes or changes due to decisions made by the Workers Compensation Board or the courts. The ombudsman section also can assist with specific issues on current workers compensation claims.

Assisting Injured Workers with:

- Providing general information
- Obtaining medical treatment
- Benefits not being paid or not being paid on a timely basis
- Unpaid medical benefits
- Calculations of benefits
- Timely notification of employer
- Procedures for filing for a hearing
- Obtaining survivors' benefits
- Informal dispute resolution
- Mediation assistance
- Interpretation for Spanish-speaking workers

Assisting Employers/Insurance Companies with:

- Providing general information
- Posting Workers Compensation Notice ([K-WC 40-A](#))
- Providing required information to injured workers ([K-WC 27-A](#) or [K-WC 270-A](#))
- Timely submission of accident reports
- Timely and appropriate payment of medical services
- Election information
- Assistance with death benefit requirements
- Informal dispute resolution
- Assistance with Spanish-speaking workers
- Employer staff training on workers compensation issues

Ombudsman assistance is available either in person or by calling (785) 296-4000 or (800) 332-0353. You also may send an email to KDOL.WC@ks.gov. Additionally, forms are available for download at www.dol.ks.gov.

Employer Services Unit

For technical assistance, and presentations and training for employers, call (785) 296-4000 or (800) 332-0353, or email KDOL.WCEmployerServices@ks.gov.

Mediation

Mediation was legislatively created in 1996 (K.S.A. 44-5,117) and can be utilized at any point during the workers compensation process. The statute was amended in 1998 to allow mediation by video conferencing. Mediation is not mandatory or a prerequisite to a hearing and it may be utilized at any time during the worker compensation process. The issues that can be mediated are not restricted to medical or temporary total disability benefits.

What Is Mediation?

Mediation is a means of resolving disputes in an informal and non-adversarial atmosphere. The parties to a dispute use a neutral third party to facilitate the discussion. The mediator has no decision making authority or interest in the outcome to the dispute. The mediator's job is to assist the parties in identifying the issues in dispute and establishing common goals. The key to mediation is allowing the parties to work through their dispute and create their own agreements (self-determination).

Who Are the Mediators?

The mediators are employees of the Division of Workers Compensation who have received special training in the process of mediation. The mediators used by the Division of Workers Compensation meet or exceed the requirements established by K.S.A. 5-501 and amendments thereto, and any relevant rules of the Kansas Supreme Court as authorized pursuant to K.S.A. 5-510, and amendments thereto. Mediators receive training in conflict resolution techniques, neutrality, agreement writing, ethics, role playing, communication skills, evaluation of cases and the laws governing mediation.

Representation and Assistance

Any party may be represented by an attorney at this mediation conference or may request assistance from the Ombudsman/Claims Advisory section. The absence of an attorney during the process does not mean legal representation cannot be obtained later if the dispute is not settled in this informal setting.

For additional information or to schedule a mediation conference, please call (785) 296-4000 or (800) 332-0353. Write to Mediation Section, Kansas Department of Labor, Division of Workers Compensation, 401 SW Topeka Blvd., Topeka, KS 66603-3105. You may send email to KDOL.WC@ks.gov.

Medical Services

The primary function of the Medical Services section is the administration of the Schedule of Medical Fees. The fee schedule is updated and revised on an annual basis to promote health care cost containment, yet insure the availability of necessary treatment and care for injured employees.

The Medical Services section is available to act as a liaison between health care providers, employers, employees, insurance carriers, group-funded pools or self-insured businesses. Additionally, the section conducts informal hearings to assist in the resolution of disputed medical claims and related payments involving health care providers.

For assistance in resolving issues related to fee schedule interpretation, payment disputes, etc., contact the Medical Services section at (785) 296-4000 or fax (785) 296-0025.

Vocational Rehabilitation

Vocational rehabilitation may be provided at the option of the employer or the employer's insurance carrier. General experience has shown that the longer the length of time away from work recovering from an injury, the greater the likelihood that an employee will need vocational rehabilitation to resume suitable work at comparable pay.

If the employer or insurance carrier does not choose to provide for vocational rehabilitation, the employee can ask the rehabilitation administrator for a referral to a provider of such services, at the employee's expense. The employee can also request a referral to the Division of Rehabilitation Services in the Kansas Department for Children and Families.

For assistance with vocational rehabilitation, contact the rehabilitation administrator's office in the Division of Workers Compensation at (800) 332-0353 or (785) 296-4000 or send email to KDOL.WCRehab@ks.gov.

**Kansas Department of Labor
Division of Workers Compensation**

Kansas Department of Insurance

INFORMATION FOR INJURED EMPLOYEES

K-WC 27-A (Rev. 7-19)

* THIS NOTICE APPLIES TO ACCIDENTS ON OR AFTER APRIL 25, 2013 *

Employers are required to provide this information to each injured worker

WHAT TO DO IF AN INJURY OCCURS ON THE JOB

If you have any questions about workers compensation benefits, contact the Division of Workers Compensation at the phone number at the bottom of the page. **Assistance in Spanish is available.**

(1) NOTIFY YOUR EMPLOYER IMMEDIATELY: Per K.S.A. 44-520, a claim may be denied if an employee fails to notify their employer within the earliest of the following dates: (A) 20 calendar days from the date of accident or the date of injury by repetitive trauma; (B) if the employee is working for the employer against whom benefits are being sought and such employee seeks medical treatment for any injury by accident or repetitive trauma, 20 calendar days from the date such medical treatment is sought; or (C) if the employee no longer works for the employer against whom benefits are being sought, 10 calendar days after the employee's last day of actual work for the employer.

Notice may be given orally or in writing. Where notice is provided orally, if the employer has designated an individual or department to whom notice must be given and such designation has been communicated in writing to the employee, notice to any other individual or department shall be insufficient under this section. If the employer has not designated an individual or department to whom notice must be given, notice must be provided to a supervisor or manager.

Where notice is provided in writing, notice must be sent to a supervisor or manager at the employee's principal location of employment.

The notice, whether provided orally or in writing, shall include the time, date, place, person injured and particulars of such injury. It must be apparent from the content of the notice that the employee is claiming benefits under the workers compensation act or has suffered a work-related injury.

(2) FOLLOW YOUR EMPLOYER'S INSTRUCTIONS for getting medical aid and follow the doctor's instructions.

(3) MEDICAL BENEFITS: An injured worker is entitled to all medical services reasonably necessary to cure and relieve the worker from the effects of the injury. The employer has the right to select the doctor who will treat the injury. A worker may seek the services of an unauthorized doctor up to a limit of \$500.00. A worker may apply to the Workers Compensation Director to change the authorized treating doctor. Reimbursement for travel to obtain medical treatment is payable at a rate set by law for trips that are five miles or more (round trip).

(4) WEEKLY BENEFITS: Benefits are paid by the employer's insurance carrier or self insurance program. Injured workers are not entitled to compensation for the first week they are off work unless they lose three consecutive weeks. The first compensation payment is normally due at the end of the 14th day of lost time. An injured employee is entitled to a weekly amount of 66 ⅔ percent of his/her average weekly wage up to a maximum of 75 percent of the state's average weekly wage. These benefits are subject to legislative changes. If the injury results in permanent disability, the Kansas Workers Compensation law provides for additional benefits.

RESPONSIBILITIES OF THE EMPLOYER

1. Unless self-insured, the employer must advise its insurance carrier or group-funded pool of employee's injury.

Per K.S.A. 44-557, it is the duty of every employer to make or cause to be made a report to the director of any accident, or claimed or alleged accident, to any employee which occurs in the course of the employee's employment and of which the employer or the employer's supervisor has knowledge, which report shall be made upon a form to be prepared by the director, within 28 days, after the receipt of such knowledge, if the personal injuries which are sustained by such accidents, are sufficient wholly or partially to incapacitate the person injured from labor or service for more than the remainder of the day, shift or turn on which such injuries were sustained.

As outlined in K.A.R. 51-9-17, all insurance carriers, group pools and self-insurers are required to use Electronic Data Interchange (EDI) to file First Reports of Injury (FROI) and Subsequent Reports of Injury (SROI) using the Release 3.1 Standards. For details contact the Technology and Statistics section of the Division of Workers Compensation at (785) 296-4000 or (800) 332-0353. You may access our website at [http://www.dol.ks.gov/wc/insurer/electronic-data-interchange-\(edi\)](http://www.dol.ks.gov/wc/insurer/electronic-data-interchange-(edi)).

2. Employers must provide for the payment of workers compensation claims without any charge to employees.
3. Employers must post the Workers Compensation Notice prepared by the Director.
4. Employers must pay compensation benefits, regardless of insurance coverage.
5. Upon receiving notice of an injury, the employer must provide the employee written information to assist the injured worker in understanding his/her rights and responsibilities in obtaining compensation.

Pursuant to K.S.A. 44-5, 102(a) EMPLOYERS MUST COMPLETE THE FOLLOWING INFORMATION FOR INJURED WORKERS

YOUR CLAIM WILL BE HANDLED BY:

Company KWORCC & TRISTAR Risk Management

Address P.O. Box 2805

Clinton, IA 52733-2805

Contact Person Amanda Chamberland

Phone 844-702-2353 Ext. 4713 **Fax:** 844-702-2354

Email Amanda.Chamberland@tristargroup.net

INFORMACIÓN PARA TRABAJADORES LESIONADOS

K-WC 270-A (Revisado 7-19)

* ESTE AVISO APLICA A FECHAS DE ACCIDENTE A PARTIR O DESPUÉS DE ABRIL 25, 2013 *

Empleadores son requeridos de proveer ésta información a cada trabajador que se lesiona

¿QUÉ HACER SI LE SUCEDE UN ACCIDENTE EN EL TRABAJO?

Si tiene preguntas acerca de beneficios de compensación del trabajador, contacte la unidad mencionada al final de página. **Asistencia en Español está disponible.**

(1) NOTIFIQUE A SU EMPLEADOR INMEDIATAMENTE: De acuerdo con el artículo de la ley K.S.A. 44-520, un reclamo puede ser negado si el empleado no notifica a su empleador antes de las siguientes fechas: (A) 20 días a partir de la fecha del accidente o la fecha de la lesión debido a trauma por movimientos repetitivos; (B) si el empleado está trabajando con el empleador en contra del cual se están buscando beneficios y dicho empleado busca tratamiento médico por cualquier lesión por accidente o trauma repetitiva, 20 días a partir de la fecha que dicho tratamiento médico ha sido obtenido; o (C) si el empleado ya no trabaja para el empleador en contra del cual se están buscando beneficios, 10 días después del último día de trabajo para dicho empleador.

El aviso puede darse oralmente o por escrito. Donde el aviso se da oralmente, si el empleador ha designado un individuo o departamento a quien el aviso se debe dar y tal designación ha sido comunicada por escrito al empleado, aviso a cualquier otro individuo o departamento deberá ser insuficiente bajo esta sección. Si el empleador no ha designado a un individuo o departamento a quien se debe dar el aviso, el aviso puede darse a un supervisor o gerente.

Donde el aviso se hace por escrito, el aviso debe ser enviado a un supervisor o gerente de la oficina principal de empleo del trabajador.

El aviso, sea que se haga oralmente o por escrito, debe incluir la hora, fecha, lugar, persona lesionada y detalles de tal lesión. Debe ser visible a partir del contenido del aviso, que el empleado está reclamando beneficios bajo la ley de compensación del trabajador o que ha sufrido una lesión relacionada con el trabajo.

(2) SIGA LAS INSTRUCCIONES DE SU EMPLEADOR para conseguir ayuda médica y siga las instrucciones del doctor.

(3) BENEFICIOS MÉDICOS: El trabajador lastimado tiene derecho a todo servicio médico razonablemente necesario para curar y aliviar al trabajador de los efectos de la lesión. El empleador tiene el derecho de seleccionar el doctor quien dará el tratamiento necesario. El trabajador tiene derecho de escoger los servicios de otro doctor no autorizado hasta llegar al límite de 500.00 dólares. El trabajador puede solicitar al Director de Compensación de Trabajadores el cambio del doctor autorizado. Los gastos incurridos en viajes hechos para obtener tratamiento médico serán reembolsados según sean estipulados por ley por viajes que incluyen más de cinco millas, viaje redondo.

(4) BENEFICIOS SEMANALES: Los beneficios son pagados por la compañía aseguradora del empleador o programa de seguro propio. Los trabajadores lesionados no tienen derecho a compensación por la primera semana, a menos que estén sin trabajar tres semanas consecutivas.

El primer pago de compensación normalmente se vence al fin de los 14 días de estar sin trabajar. Un trabajador lesionado tiene derecho a una cantidad semanal de 66 2/3 por ciento de su sueldo promedio semanal hasta un máximo de 75 por ciento del sueldo promedio semanal del estado. Estos beneficios están sujetos a cambios por la legislatura. Si la lesión resulta en incapacidad permanente, la ley del Estado de Kansas para Compensación de Trabajadores provee beneficios adicionales.

RESPONSABILIDADES DEL EMPLEADOR

1. A menos que esté auto-asegurado, el empleador debe informar a su compañía de seguros o grupo financiero mancomunado de la lesión el empleado.

Por K.S.A. 44-557, es deber de cada empleador hacer o causar que se haga un informe al director de cualquier accidente, reclamo o supuesto accidente a cualquier empleado que le ocurra en el curso de su empleo, y del cual el empleador o su supervisor tienen conocimiento, dicho informe deberá ser hecho en un formulario preparado por el director, dentro de los próximos 28 días después de la recepción de dicho conocimiento, si las lesiones sufridas por tales accidentes, son suficientes para incapacitar parcial o totalmente a la persona lesionada ya sea en trabajo de mano de obra o prestando algún servicio por más que el resto del día o turno en el que tales lesiones fueron sufridas.

Como se describe en K.A.R. 51-9-17, todas las compañías de seguros, grupos mancomunados y auto-asegurados, están obligados a utilizar el Intercambio Electrónico de Datos (EDI, por sus siglas en Inglés) para presentar le Primer Reporte de Accidente (FROI, por sus siglas en Inglés) y Subsecuentes Reportes de Lesiones (SROI, por sus siglas en Inglés) utilizando el Lanzamiento de Nivel 3.1. Puede acceder a nuestro sitio web en [http://www.dol.ks.gov/wc/insurer/electronic-data-interchange-\(edi\)](http://www.dol.ks.gov/wc/insurer/electronic-data-interchange-(edi))

2. Los empleadores deben suministrar el pago de los reclamos sin costo a los empleados.
3. Los empleadores deben exhibir un Aviso de Compensación al trabajador, preparado por el Director.
4. Los empleadores deben pagar beneficios de compensación sin importar la cobertura de seguro.
5. Tan pronto como se reciba el aviso de una lesión, el empleador debe proveer información por escrito para ayudar al trabajador lesionado a entender sus derechos y responsabilidades al obtener compensación.

Conforme a la Ley K.S.A. 44-5, 102(a) EMPLEADORES DEBEN COMPLETAR LA SIGUIENTE INFORMACIÓN PARA LOS TRABAJADORES LESIONADOS

SU RECLAMO SERÁ MANEJADO POR:

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