



APPLICATION FOR AN AFFILIATE CERTIFICATE OF CONSENT TO SELF INSURE AS A MEMBER OF A GROUP SELF INSURER

Read instructions before completing.

All questions must be answered. If not applicable, enter "N/A".

Workers' compensation insurance must be maintained until certificate is effective.

To the Director of Industrial Relations:

The undersigned private employer hereby applies for an Affiliate Certificate of Consent to Self Insure as a member of a group self insurer to secure the payment of workers' compensation as provided by California Labor Code Section 3700.

The following information is submitted, under penalty of perjury, for the purpose of procuring an Affiliate Certificate of Consent to Self Insure, which may be given upon proof, satisfactory to the Director of Industrial Relations, of ability to self insure and to pay compensation that may become due to employees as a member of a group self insurer.

1. (a) NAME OF APPLICANT EMPLOYER: _____

(If a corporation, show name exactly as it is on the Certificate of Status)

(b) Federal Tax Identification Number: _____

2. Principal California office address: _____

3. Home office address: _____

4. (a) The applicant employer is: A Corporation A Partnership Sole Proprietorship LLC or LLP

(b) IF A CORPORATION:
Chartered under laws of state of _____ Date _____

(c) IF A SUBSIDIARY CORPORATION:
Name of Parent company _____

Address _____

Parent company's percentage of stock ownership _____ Date _____

(d) IF A PARTNERSHIP, LLC OR LLP:
Name all partners and designate whether they are general, special, limited, etc.

<u>Name</u>	<u>Address</u>	<u>Designation</u>
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Nature of business _____

6. Does this applicant have any corporate subsidiaries? Yes No
NOTE: Subsidiary must file its own application.

<u>Subsidiary Name</u>	<u>Address</u>	<u>Operation</u>

7. Does this applicant currently have a Certificate of Consent to Self Insure in California? Yes No
If yes, what is current Certificate Number: _____

8. Number of your California employees to be covered by the proposed self insurance plan: _____

9. Will the number of your California employees covered under the proposed self insurance plan be materially increased or decreased in the next 12 months?
 Yes No

If yes, by how many? _____ Increase Decrease

10. At the date of this application, is there any litigation or legal proceeding pending, or threatened, the result of which might substantially adversely affect the financial condition, business or operations of the applicant or any of its subsidiaries?
 Yes No

If Yes, explain _____

11. Indicate net profit or loss after taxes for the last five years.

Year	Amount
20 _____	\$ _____
20 _____	\$ _____
20 _____	\$ _____
20 _____	\$ _____
20 _____	\$ _____

12. Name of Group Self Insurer that the applicant employer proposes to join as a member.

Name _____
Address _____
City _____ State _____ Zip + 4 _____

CERTIFICATE NO. _____

13. Complete the following with reference to applicant's California workers' compensation policies for the past 3 years.

- (a) Name of current carrier _____
- (b) Current policy termination date _____
- (c) Most recent three years' experience by policy _____ period (include most recent partial year to most current quarter)

Year	Payroll	Premium Before Dividend	Experience Modification	Losses Incurred	Loss Ratio

14. Will a policy covering any of applicant employer's California workers' compensation liability other than excess insurance be carried?

- Yes No

If yes, what will be the nature and scope of this coverage? _____

15. Name of individual responsible for workplace injury and illness prevention program.

- (a) Name _____ Title _____
- Address _____
- _____ Telephone Number _____

- (b) What percentage of this individual's time is spent on injury and illness accident prevention? _____
- If more than one individual is responsible for injury and illness prevention, attach a list to this application, giving the information requested in Items (a) and (b) above.

16. REQUIRED ATTACHMENTS:

(a) A current copy of the applicant's audited Financial Statement complete with all schedules and notes. (Only required for core members.)

NOTE: If the report of the financial condition is dated more than twelve (12) months prior to the date of this application, the Director may require interim financial statements (balance sheet and profit and loss statement) certified by the appropriate finance officers and dated not less than three (3) months from the date of this application.

- (b) Resolution to be Self Insured as a Member of Group Self Insurer.
- (c) Executed Form A4-8, Indemnity Agreement.
- (d) Certificate of Status for Group Member from Secretary of State.
- (e) An original, executed Indemnity Agreement and Power of Attorney of Joint and Several Liability between the Group Self Insurer and the proposed member.
- (f) An Agreement of Assumption and Guarantee of Liabilities of Workers' Compensation Liabilities for Group Members for each, executed by the Group Self Insurer.

I certify under penalty of perjury that I am acquainted with the affairs of the said applicant employer to which representation and statement set forth in the foregoing application attachments relate, that I have read the application and attachments, know the contents thereof and that said representations and statements contained therein are true to the best of my knowledge, information and belief.

Date _____ Signature _____

(Authorized by Resolution to be Self Insured)

CORPORATE RESOLUTION AUTHORIZING APPLICATION BY A GROUP MEMBER TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA, FOR A CERTIFICATE OF CONSENT TO SELF INSURE WORKERS' COMPENSATION LIABILITIES

At a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the _____ day of _____, 2 _____, a quorum being present, the following Resolution was adopted:

RESOLVED that the _____ and _____ (Enter titles of several authorized corporate officers here e.g., President, Vice President, Secretary/Treasurer, etc.)

be and they are hereby severally authorized and empowered to make application for a Certificate of Consent to Self Insure to the Department of Industrial Relations of the State of California, and to execute any and all documents required for such application, including the Instrument of Undertaking in furnishing security to become a member of _____

(enter legal name of the applicant group).

I, _____, (Name of person signing resolution) the undersigned _____ (Title of Officer with attesting authority in bylaws, usually the Secretary) of the said _____ (legal name of group member), a corporation, hereby certify that I am the _____ (title of officer with attesting authority) of said corporation, that the foregoing is a full, true and correct copy of the resolution duly passed by the Board of Directors thereof at a meeting of said Board held on the day and at the place therein specific, and that said resolution has never been revoked, rescinded, or set aside, and is now in full force and effect.

IN WITNESS WHEREOF: I HAVE HEREUNTO SET MY HAND AND THE CORPORATE SEAL OF SAID CORPORATION THIS _____ DAY OF _____, 2 _____

(Corporate Seal)

Signature

Title

(Note: In cases where the corporation has not corporate seal, this document must be executed before a notary and the notary public's acknowledgement attached hereto.)



State of California
Department of Industrial Relations
OFFICE OF SELF INSURANCE PLANS

In the Matter of the Certificate of

A Group Self Insurer,

**INDEMNITY AGREEMENT
AND POWER OF ATTORNEY**

WHEREAS, _____ ,
hereafter referred to as the "Group Member," is making or has made application to the Director of Industrial Relations for an Affiliate Certificate of Consent to Self Insure pursuant to California Labor Code Sections 3700 through 3705 as a member self insurer of a group of employers; and

WHEREAS, a group of employers have organized and formed a non-profit mutual benefit corporation known as

hereafter referred to as the "Group Self Insurer," for the sole purpose of being a workers' compensation group self insurer pursuant to California Labor Code Section 3700; and

WHEREAS, the aforementioned Group Self Insurer is making or has made application to the Director of Industrial Relations for a Certificate of Consent to Self Insure pursuant to California Labor Code Sections 3700 through 3705 as a group self insurer for a group of employers; and

WHEREAS, the Group Members of said Group Self Insurer have designated a Board of Trustees consisting of _____
members or _____

to direct the affairs of said Group Self Insurer and to select or terminate membership in the Group Self Insurer, subject to the approval of the Director of Industrial Relations as set forth in California Labor Code Sections 3700 through 3705; and

WHEREAS, the Group Members and the Group Self Insurer understand and agree that the issuance of a Certificate of Consent to Self Insure to the Group Self Insurer and the issuance of an Affiliate Certificate of Consent to Self Insure to each Group Member is subject to the following conditions, to wit:

I. The Group Self Insurer and each of its Group Members are jointly and severally liable for paying and securing liabilities of the Group Self Insurer and its Group Members for the payment of any and all compensation liability required by Labor Code Sections 3700 through 3705 of any and all employees of any Group Member of the Group Self Insurer and/or of the Group Self Insurer itself, provided the compensation liability results from an occurrence with a date of injury during the period of membership in said Group Self Insurer; and

(Continued on next page)

II. The Group Self Insurer shall have authority to enforce this Indemnity Agreement against each and every one of its Group Members or former Group Members. In the event of a failure of the Group Self Insurer to enforce the rights of indemnity as set forth herein, and after reasonable notice to the Group Self Insurer or any Group Member or former Group Member by the Director, or his/her duly appointed agents, the Director of Industrial Relations shall have the independent right to enforce the terms of this Indemnity Agreement against any and all of the Group Members or former Group Members for the payment of all compensation liabilities, and all liabilities of the Group Members for any delinquent contribution and/or assessments; and

III. The Board of Trustees of the Group Self Insurer shall designate and appoint a Group Administrator empowered to accept service of process on behalf of the Group Self Insurer itself and for any of its Group Members or former Group Members. Said Group Administrator shall be authorized to act on behalf of the Group Self Insurer and its Group Members in all transactions relating to or arising out of the operation of the Group Self Insurer. Said Group Administrator shall have responsibility and authority for the maintenance of an effective injury and illness prevention program for the Group Self Insurer and all Group Members, the posting of security deposit to secure all liabilities of the Group Self Insurer, the employment of legal counsel, accountants, actuaries, claims administration services, and any other services deemed necessary. Said Group Administrator shall also have the authority to contract for specific excess and/or aggregate excess insurance coverage for the Group Self Insurer and all Group Members. The Group Administrator shall have the authority to bind the Group Self Insurer and all Group Members jointly and severally; and

IV. Any change in the identity of the Group Administrator shall be immediately communicated to the Manager of the Office of Self Insurance Plans. In the absence of a duly appointed Group Administrator, any Trustee of the Board of Trustees of the Group Self Insurer shall be authorized to accept service of process on behalf of the Group Self Insurer itself, and of all Group Members; and

V. In the event that the duly appointed Group Administrator and/or the Board of Trustees of said Group Self Insurer fails to maintain the financial solvency of the Group Self Insurer, or defaults on the payment of compensation liabilities due from the Group Self Insurer, or fails to post the required security deposit to secure the compensation liabilities of the Group Self Insurer, the Director of Industrial Relations shall have the authority to appoint a Conservator to act in place of the Group Administrator; and

VI. The Group Administrator shall act as the true and lawful attorney-in-fact for the use and benefit of the Group Self Insurer and its Group Members and shall have the power to:

Ask, demand, sue for, recover, collect and receive all such sums of money due, debts, interest, dividends, and any demands whatsoever as are or shall hereafter become due, owing, payable to the Group Self Insurer and its Group Members, and shall have the use and take lawful ways and means in the name of the Group Self Insurer and its Group Members for recovery thereof, and to compromise and agree for the same and other sufficient discharges for the Giving and Granting unto said Group Administrator attorney-in-fact full power and authority to do and perform every act necessary, requisite or proper to be done as a Group Self Insurer and/or its Group Members could lawfully do, with full power of substitution and revocation, hereby ratifying and confirming all that the Group Administrator attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

Executed at _____ ,

this _____ day of _____ , 20 _____

by

* Signature: _____

Typed Name & Title: _____

Company Name: _____

(* notarize signature)



**State of California
Department of Industrial Relations
OFFICE OF SELF INSURANCE PLANS**

In the Matter of the Application of

Group Self Insurer,

**AGREEMENT OF ASSUMPTION
AND GUARANTEE OF
WORKERS' COMPENSATION LIABILITIES
FOR GROUP MEMBERS**

WHEREAS, _____ (hereinafter called the Undersigned Group Self Insurer), has good and sufficient reason for executing this Agreement; and

WHEREAS, the member employers named in Attachment 1 (hereinafter collectively and individually called Affiliate Self Insurer), is, or has made application to be, a self insurer pursuant to Sections 3700 et seq. of the Labor Code of California;

NOW, THEREFORE, It is understood and agreed that:

1. In consideration of the Director of Industrial Relations of the State of California issuing an Affiliate Certificate of Consent to Self Insure to said Affiliate Self Insurer, the Undersigned Group Self Insurer agrees to assume and guarantee to pay, or otherwise discharge promptly, all the liabilities and obligations which said Affiliate Self Insurer may incur as a self insurer of its California workers' compensation liabilities.

2. This Agreement shall cover and extend to all potential liability of workers' compensation benefits as required by law of said Affiliate Self Insurer; as a self insurer of its California workers' compensation liabilities arising on or after the effective date hereof as a member of the Undersigned Group Self Insurer.

3. This Agreement shall not cover or extend to any workers' compensation liabilities of said Affiliate Self Insurer which are expressly insured by a carrier duly authorized to write California workers' compensation insurance.

4. This Agreement shall remain in full force and effect unless terminated in the manner hereinafter provided.

5. This Agreement may be terminated at any time by the Undersigned Group Self Insurer upon giving thirty (30) days written notice by overnight courier, registered or certified mail to the Manager, Self Insurance Plans. In this event the liability of the Undersigned Group Self Insurer shall, at the expiration of thirty (30) days from receipt of said written notice by said Manager, cease and determine, except as to such liability of the Affiliate Self Insurer on account of any injury suffered by any of its employees prior to the expiration of said thirty (30) days; it being expressly understood and agreed that the Undersigned Group Self Insurer shall be liable for default of said Affiliate Self Insurer in fully discharging all existing and potential liability of said Affiliate Self Insurer as a self insurer as of the date of said termination.

6. A change in the proprietorship or the sale of said Affiliate Self Insurer does not terminate this Agreement.

7. In the event said Affiliate Self Insurer shall fail to pay compensation, as compensation is defined in Section 3207, Labor Code of California, when due, the Undersigned Group Self Insurer will pay the same, and the payment may be enforced against the Undersigned Group Self Insurer to the same extent as if said payment was the liability of it.

(Continued on next page)

8. The Undersigned Group Self Insurer is held and firmly bound for the payment of all legal costs incurred by the State of California in any actions taken to enforce this Agreement.

9. If the Undersigned Group Self Insurer has not filed with the California Secretary of State to the extent required to entitle it to transact intrastate business in California, it hereby agrees to submit itself to the jurisdiction of the Department of Industrial Relations, the Division of Workers' Compensation and the California courts for the purpose of enforcing the liabilities and obligations arising from this Agreement.

10. If the Undersigned Group Self Insurer has not filed with the California Secretary of State to the extent required to entitle it to transact intrastate business in California, it hereby agrees that service of process may be effected on the Undersigned Group Self Insurer by sending notice to _____

_____ by overnight courier, registered mail or certified mail. Pursuant to California Code of Civil Procedure Section 415.40, service of notice by this form of mail will be deemed complete on the tenth day after such mailing.

11. This Agreement shall be binding upon the Undersigned Group Self Insurer, its successors, and assigns.

12. Attachment 1 lists the member self insurers of the Undersigned Group Self Insurer.

Subscribed and sealed at _____

this _____ day of _____, 20 _____ .

Attest:

CORPORATE SEAL

Name of Group Self Insurer

Signature of Authorized Officer

Secretary

Title

ATTACHMENT 1
to the Agreement of Assumption and Guarantee of Workers' Compensation Liabilities for Group Members
for

(Name of Group)

The member employers of the above named group are:

	Legal Name	Federal Tax ID Number
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____
8	_____	_____
9	_____	_____
10	_____	_____
11	_____	_____
12	_____	_____
13	_____	_____
14	_____	_____
15	_____	_____
16	_____	_____
17	_____	_____
18	_____	_____
19	_____	_____
20	_____	_____
21	_____	_____
22	_____	_____
23	_____	_____
24	_____	_____
25	_____	_____

ATTACHMENT 1
(Continued)

(Name of Group)

The member employers of the above named group are:

	Legal Name	Federal Tax ID Number
26	_____	_____
27	_____	_____
28	_____	_____
29	_____	_____
30	_____	_____
31	_____	_____
32	_____	_____
33	_____	_____
34	_____	_____
35	_____	_____
36	_____	_____
37	_____	_____
38	_____	_____
39	_____	_____
40	_____	_____
41	_____	_____
42	_____	_____
43	_____	_____
44	_____	_____
45	_____	_____
46	_____	_____
47	_____	_____
48	_____	_____
49	_____	_____
50	_____	_____

Check List for Adding Members to Existing Private Group

- _____ Application Form A4-3M (Rev. 1/94) from each member of the group.
- _____ A current copy of the applicant's certified, independently audited, financial statement complete with all schedules and notes; OR
A current copy of the applicant's reviewed financial statement prepared by a certified public accountant, complete with all schedules and notes, provided the private group self insurer can demonstrate and maintain a consolidated minimum net worth twice that required in Section 15203.2(f).
Note: If the report of the financial condition is dated more than 12 months prior to the date of this application, the Director may require an interim financial statement certified by the appropriate financial officer and dated not less than 3 months from the date of this application.
- _____ Resolution to be Self Insured as a Member of the Group Self Insurer.
- _____ Indemnity Agreement and Power of Attorney, as required in Section 15479.
- _____ Certificate of Status for Group Corporation from Secretary of State.
- _____ Filing fee of \$400.00 for the each application that is submitted to replace an Interim Certificate of Consent to Self Insure.
- _____ An Agreement of Assumption and Guarantee of Liabilities of Workers' Compensation Liabilities for Group Members [Form A4-3G (Rev. 1/94)] for each or listing each proposed group member and any subsidiary or affiliate of each proposed group member executed by the group administrator of the group applicant, as required in Section 15203.1 of these regulations.
- _____ Attachment 1 to the Agreement of Workers' Compensation Liabilities for Group Members.
- _____ An original, executed Indemnity Agreement and Power of Attorney of Joint and Several Liability between the group applicant and each proposed member pursuant to Section 15479 of these regulations.