

Disability Agreement

Instructions: This form must be submitted whenever you file for disability as an advancement of Worker's Compensation. Photocopies cannot be accepted. All blanks must be completed. Alteration of this form or failure to fill in all blanks may result in the form being returned to you. This will cause a delay in the processing of your claim.

Name	State of Ohio User ID
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On the _____ day of _____, _____, at _____ Ohio, in the County of _____, this agreement between the State of Ohio, the Department of Administrative Services, Benefits Administration Services, Disability section hereafter referred to as DAS, and _____, Employee, was executed under the following terms and conditions:

Employee has filed an application for disability leave benefits for a disability resulting from an injury or illness received on _____, _____. Employee has been denied an initial claim for Workers' Compensation Lost Time Wages by the Bureau of Workers' Compensation and is appealing the BWC order denying lost time benefits.

DAS agrees to pay a reimbursable advancement of disability leave benefits in order to provide Employee with the necessities of life, in consideration for which Employee agrees to reimburse DAS for the amounts so advanced. Employee also understands that it is Employee's responsibility to keep DAS notified of the status of the Workers' Compensation claim. Employee understands that, once an advancement is received, it is the employee's responsibility to continue to pursue the claim for Lost Time Wages with the Bureau of Worker's Compensation. Failure to pursue a Workers' Compensation claim may result in denial of an advancement or an action by DAS to recover the amount so advanced.

Upon entitlement to weekly wage payments or upon payment of a lost time wage settlement, and as consideration for the receipt of disability leave benefits, employee promises to pay directly to the Disability Leave Benefit Program all monies advanced by the program for the same period of disability from which employee received a weekly payment from the Bureau of Workers' Compensation. Such repayment shall be made by employee in a lump sum directly to the Disability Leave Benefit Program. If no lump sum payment is received within two (2) weeks of employee being notified of such debt, deductions of 10% of employee's gross earnings from employee's pay check will be made until such a time that the debt amount is satisfied. If it becomes necessary to initiate appropriate action by the Attorney General to recover the monies advanced by the Disability Leave Benefit Program, then the employee agrees to pay DAS reasonable attorney fees in such suit.

This agreement shall be governed by the laws of the State of Ohio and is made with the express understanding that if employee receives a final order from the Industrial Commission denying the Workers' Compensation claim and the employee is not appealing the denial into court, this agreement is null and void. If entitlement to Workers' Compensation benefits is approved, this agreement shall be the authority for the Bureau of Workers' Compensation to send all warrants to employee in care of DAS for no more than the first twelve (12) weeks of compensation closely following the date of injury.

The undersigned employee has read this agreement, understands all of its terms, and has executed such agreement voluntarily.

SIGNED:

DATE	EMPLOYEE
DATE	AGENCY
DATE	DEPARTMENT OF ADMINISTRATIVE SERVICES BENEFITS ADMINISTRATION SERVICES