

**AMENDMENT TO THE 2011 PARTICIPATION AGREEMENT FOR THE  
NATIONAL FEDERATION OF INDEPENDENT BUSINESS-MEMBER SERVICES  
CORPORATION (NFIB-MSC) WORKERS' COMPENSATION GROUP RATING PLAN**

This Amendment to the 2011 Participation Agreement for the National Federation of Independent Business-Member Services Corporation (NFIB-MSC) Workers' Compensation Group Rating Plan is made a part of the 2012 Participation Agreement (as automatically renewed) by and between National Federation of Independent Business – Member Services Corporation (“NFIB-MSC”) and Participating Employers (“Participant”). It is agreed by and between the Parties that this Amendment shall be considered as an integral part of the above-referenced Agreement and shall, in all respects be governed by the provisions of that Agreement: provided however, where identical provisions are addressed in both the above-referenced Agreement and this Amendment, the provisions of this Amendment shall control.

**NOW, THEREFORE, the Parties agree as follows:**

1. The first requirement of the first sentence under Section 3 (“ELIGIBILITY”) is amended to read, “(1) being a governing dues-paying member in good standing of the National Federation of Independent Business and maintaining its membership during any year of participation in the Program;”
2. The first sentence of the first paragraph under Section 4 (“TERM OF AGREEMENT”) is amended to read, “Subject to OBWC’s approval of the group and the individual group participant and subject to the approval of NFIB-MSC, the term of this Agreement shall be from March 1, 2012 through February 28, 2013 and shall automatically renew itself for each subsequent Group Rating Year for additional twelve (12) month terms, beginning each March 1, subject to the participant meeting the eligibility criteria, unless the Participant provides written notice to the Group Administrator of its intent not to renew this Agreement at least sixty (60) days prior to the last business day in February.”
3. The third sentence of the first paragraph under Section 7 (“ENROLLMENT FEE”) is amended to read, “The Enrollment Fee does not include NFIB membership dues unless otherwise specifically stated on the Invoice.”
4. The fourth sentence of the first paragraph under Section 7 (“ENROLLMENT FEE”) is amended to read, “The Enrollment Fee is due at the time of the application and covers both administrative and claims management costs for the period from March 1, 2012 through February 28, 2013.”
5. The first sentence of the fourth paragraph under Section 7 (“ENROLLMENT FEE”) is amended to read, “The Group Administrator must receive the Participant’s application documents and Enrollment Fee (or Amendment or Addendum or Invoice or Employer Disclosure Form or Enrollment Fee for succeeding automatic renewal terms) within **thirty (30) days from the date invoiced or any other date designated by NFIB-MSC or the Group Administrator**, to be considered for participation in the program.”
6. The first sentence of the sixth paragraph under Section 7 (“ENROLLMENT FEE”) is amended to read, “Participant acknowledges and agrees that if the OBWC determines that the Participant is ineligible to participate in the Program, Participant will be automatically converted to the NFIB/Ohio Select Program by CCI only for the term of March 1, 2012 through February 28, 2013.”
7. The second sentence of the fourth bullet of the sixth paragraph under Section 7 (“ENROLLMENT FEE”) which reads: “A Participant whose coverage lapses and is not reinstated by April 1<sup>st</sup> prior to the beginning of the rating year in which it has enrolled may not participate in the group rating program for that year” is deleted in its entirety.
8. The second sentence of the first paragraph under Section 8 (“APPLICATION BY PARTICIPANT”) is amended to include number (5) that reads, “(5) Employer Disclosure Form.”
9. The first sentence of the second paragraph under Section 17 (“GENERAL PROVISIONS”) is amended to read, “The initial term of this agreement shall begin on March 1, 2012 and end on February 28, 2013.”
10. The second sentence of the last paragraph under Section 17 (“GENERAL PROVISIONS”) is amended to read: “Each party has full power and authority to enter into and perform this Agreement, and the person signing and returning the Invoice and/or Employer Disclosure Form on behalf of each has been properly authorized and empowered to enter into this Agreement”.

By signing and submitting the enclosed Program document(s) as outlined in Section 7 of this Agreement and/or *Invoice*, and/or Employer Disclosure Form hereby incorporated by reference in this Agreement though not physically attached, the Participant acknowledges it has read, understands and agrees to the terms and conditions of this Participation Agreement or Addendum and Amendment, with the intent to be legally bound by those terms and conditions.

**IN WITNESS WHEREOF**, the parties acknowledge that they have read this Amendment, understand it and agree to be bound by its terms.

NFIB-MSC by:



Roger R. Geiger  
Vice President & NFIB/Ohio Executive Director

**PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS**