



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

GROUP NAME: _____

CERTIFICATE #: _____

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

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

WHEREAS, the member employers (hereinafter collectively and individually called Affiliate Self Insurer or Affiliate Member), 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 Affiliate Certificate(s) of Consent to Self Insure to any and all current and future Affiliate Self Insurers, the undersigned Group Self Insurer agrees to assume and guarantee to pay, or otherwise discharge promptly, all the liabilities and obligations which Affiliate Self Insurers may incur as a self insurer of their individual and collective California workers' compensation liabilities.

2. This Agreement shall cover and extend to all potential liability of workers' compensation benefits as required by law of any and all Affiliate Self Insurers of Group; as a self insurer of its California workers' compensation liabilities arising during their period of self insurance and affiliate membership in the Undersigned Group Self Insurer.

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

4. This Agreement shall remain in full force and continue for all liabilities of the Group and any of the Group's present and future Affiliate Members.

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5. This Agreement is continuing and may not be terminated at any time while there are any outstanding self insured liabilities that the Group, or any of its Affiliate Members owe during an authorized period of self insurance under the Certificate of Authority to Self Insure issued by the Director of the Department of Industrial Relations to the Group or any of the Group's Affiliate Members.

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

7. In the event any Affiliate Self Insurer fails to pay compensation, as defined in California Labor Code section 3207, 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.

8. The Undersigned Group Self Insurer is held and firmly bound for the payment of all legal costs incurred by the State of California or Self Insurers Security Fund 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 agrees that service of process may be effected on the Undersigned Group Self Insurer by sending notice 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.

Signed at _____, on _____ day of _____, 20_____.

Name of Group Self Insurer

Signature of Authorized Officer

Title

Secretary