

HORSEMEN'S WORKER'S
COMPENSATION INSURANCE TRUST

OFFICE USE ONLY	
ACCT #: _____	Date: _____
NEW () RENEWAL ()	
LA Only () All States () Optional () 1 Stake () 3 Stake ()	

**“TRAINER” APPLICATION TO PARTICIPATE IN THE
HORSEMEN’S WORKER’S COMPENSATION INSURANCE TRUST**

Policy Period: July 1, 2023, to June 30, 2024

Applicant Name (“Applicant”):							
Trade Name, if different from “Applicant” Name:							
Business Structure:	Individual ()	Corporation ()	Partnership ()	LLC ()	LLP ()	Other:	
Are you a first-time trainer applicant? Yes () No ()			Did you take a LA Trainer’s Test? Yes () No ()				

No coverage is provided by this policy to trainers.

Applicant Contact Info:	Home Phone	Cell	Fax	Barn
e-Mail address:			LSRC License #	
Applicant Address:	Street/P.O. Box	City	State	Zip
Mailing:				
Home:				
Applicant Personal Info:	SSN	DOB	TIN	

Bookkeeper Name:		Phone/s		
Bookkeeper Email:		Cell		
Bookkeeper Address:	Street/P.O. Box	City	State	Zip
Mailing:				
May we contact your bookkeeper directly during any audit of your account? Yes () No ()				

The Applicant named immediately above does hereby apply to the Horsemen’s Workers’ Compensation Insurance Trust (the “Trust”), a Trust organized under the laws of the State of Louisiana for Workers’ Compensation and Employers’ Liability indemnity protection to be effective at 12:01 a.m. on July 1, 2023, or on the date and time that this application has been approved by the duly authorized representative of the Trust, whichever is later. If accepted by the Trust, Applicant does hereby constitute and appoint the Trust and/or the Administrator of the Trust as Applicant’s Agent(s)-in-Fact for all matters relating to the Louisiana Workers’ Compensation Law and/or any other Louisiana Laws which impose liability on an employer for damages sustained by an employee other than as may be imposed by the Louisiana Workers’ Compensation Law.

Disclosure Statement

In addition to the terms and conditions contained in the **Trust Agreement**, as amended from time to time, and that certain **Indemnity Agreement** by which the Trust undertakes and agrees to defend and indemnify, subject to the terms and conditions therein, those Participants who have been accepted by the Trust for Workers' Compensation and **Employers' Liability Coverage** with respect to their Louisiana operations (the "Indemnity Agreement"), the Applicant does further agree and acknowledge as follows:

1. Applicant accepts and agrees to be bound by the provisions of the *Louisiana Workers' Compensation Act*.
2. That, by this reference, the terms, and provisions of the Trust Agreement and/or any and all amendments thereto adopted, or which may hereafter be adopted by the *Trust (copies of which will be provided to Applicant upon request)*, are hereby adopted, approved, ratified, and confirmed by Applicant.
3. Applicant does hereby assume and agree to be bound by all of the terms and conditions of: this Application, the Trust Agreement and any and all amendments thereto, the Indemnity Agreement issued to Applicant, and, if applicable, that certain Master Policy, which provides Coverage for Workers' Compensation and Employers' Liability in certain jurisdictions other than Louisiana (the "**Master Policy**");
4. Applicant agrees to pay all **costs of collection** of charges for Coverage, including reasonable attorney's fees, litigation expenses, and interest at a rate of twelve percent (12%) per annum from the date such charges were due, until paid.
5. Applicant hereby agrees to abide by the rules and regulations of the Trust, and to conform to the terms of the agreement that they may enter into with any authorized service company as long as Applicant remains a Member of the Trust.
6. In the event of any changes in Applicant's corporate or business structure, or in the event any locations are to be added or deleted from Applicant's business operations, Applicant shall notify the Trust, in writing, within 10 days of any such changes, additions or deletions.
7. The direct indemnity protection provided by the Trust shall be for Applicant's Louisiana operations only.
8. If Applicant has selected "All States" Coverage herein, the indemnity protection in those jurisdictions outside of Louisiana in which Coverage is provided, shall be through the Master Policy.
9. Applicant agrees to remain a member in **good standing** of the Louisiana Horsemen's Benevolent and Protective Association 1993, Inc. ("LAHBPA") for as long as Applicant's participation in the Trust continues.
10. Applicant agrees to promote, respond to, learn, and comply with all safety programs adopted by the Trust, and understands that failure to do so may result in cancellation by the Trust of the Workers' Compensation and Employers' Liability indemnity protection afforded to Applicant by the Trust and, if applicable, the Master Policy. Applicant will require Applicant's employees to do likewise.
11. In the event Applicant desires to cancel or terminate its indemnity protection through the Trust and/or the Master Policy, Applicant does hereby agree to give written notice to the Trust at least thirty (30) days prior to the effective date of cancellation or termination.
12. The information set forth on the "LAHBPA Workers' Compensation Work List" attached hereto is true, correct, and complete as of the date hereof. Applicant agrees to report any changes within 72 hours on the "Changes in your Employee Work List" form, a copy which is attached to this Application. **At no time is any individual licensed as a jockey covered by this policy.**
13. Applicant has been offered/provided a copy or Applicant has received and read a copy of the document entitled "**Instructions for Completing Application to Participate in The Horsemen's Workers' Compensation Insurance Program**" (Coverage Period 2023 – 2024).
14. All domicile determinations are subject to Trust approval.
15. Applicant hereby elects to apply to the Trust for the following **Types of Coverage**:

Please initial the box below for the type of Coverage for which you are applying:

1. All States Coverage:

Applicant Initials Here: _____

This Coverage is for trainers who are domiciled in Louisiana or who meet the **Louisiana Starts Requirement** discussed herein, or who are approved by the Trust. To qualify as a Louisiana domicile, you must show acceptable proof of Louisiana domicile (*copy of: homestead exemption, tax bill, driver's license, voter registration certificate or homeowner's insurance*).

If not a Louisiana domicile, you may qualify if you have at least 40 Louisiana Starts in the 12 months ending June 30, 2023. The start fee per horse for Louisiana races is **\$65**. The out-of-state start fee per horse is **\$90**. (*See Attachment A*). The non-refundable, **Minimum Annual Charge** for "All States" Coverage will be \$1,000. This Minimum Annual Charge is sufficient to cover 15 Starts in Louisiana. No Coverage is provided outside the United States and subject to the *excluded states listed below*. If you are a Louisiana domicile, you are eligible for this Coverage, which will apply to all In-State starts, and [*except for the excluded states*] starts outside Louisiana.

Coverage Exclusions:

- Coverage is not provided to the following States: New York, California, Wyoming, Ohio, North Dakota, and Washington
- Coverage is not provided to the U.S. Territories of Puerto Rico and U.S. Virgin Islands.
- Coverage is not provided anywhere outside the United States. *

2. Optional Trainer Coverage:

Applicant Initial Here: _____

This "Optional" Coverage is also for those trainers who are not domiciled in Louisiana AND who do not qualify for "All States" Coverage. You **may** qualify for this coverage if you have at least one Louisiana start within three years of your request for this coverage. The rate for the first policy year of this coverage will be no less than **\$120 per start** for each "Out of State" start.

After the first (*and continuous*) policy year, the per start rate will be determined upon your start history for the prior policy year, as follows: (1) no less than \$120/start for a history of 1-200 starts; (2) \$100/start for 201+ starts. The non-refundable, **Minimum Annual Charge** for "Optional Trainer" Coverage will be \$1,000. No Coverage is provided outside the United States and subject to the *excluded states listed below*. Also, per start rate adjustments would still apply (i.e., Canada).

Coverage Exclusions:

- Coverage is not provided to the following States: New York, California, Wyoming, Ohio, North Dakota, and Washington
- Coverage is not provided to the U.S. Territories of Puerto Rico and U.S. Virgin Islands.
- Coverage is not provided anywhere outside the United States. *

3. Louisiana Only Coverage:

Applicant Initial Here: _____

This Coverage is for those trainers who are not domiciled in Louisiana and do not qualify for "All States" Coverage or "Optional" Coverage, or for those Louisiana-domiciled trainers who do not elect "All States" coverage.

The non-refundable, **Minimum Annual Charge** for "Louisiana Only" Coverage will be \$1,000. This Minimum Charge is sufficient to cover 15 Starts in Louisiana. Should you have more than 15 Louisiana starts, you are responsible for keeping your Workers' Compensation Insurance account fully funded at **\$65** per start throughout the policy period of July 1, 2023, through June 30, 2024 (*at midnight*). (*See Attachment A*)

This Coverage does not cover any activities outside of Louisiana. *

“STAKES PACKAGE”

The “Stakes Package” Coverage may be purchased by those trainers shipping into Louisiana from another state to run in a Stakes Race or Quarter Horse Futurity Trial held in Louisiana on one or more particular days during a single race meet, not to exceed one or three starts, depending on which Stakes Package is purchased.

You will NOT be able to upgrade the “Stakes Package” Coverage to “All States” or “Louisiana Only” Coverage by paying the difference.

Please initial the box below the type of coverage for which you are Applying:

“One Stake Start” Coverage	“Three Stake Starts” Coverage
Applicant Initials here: _____	Applicant Initials here: _____
This Coverage is good for one start in a stake race at one racetrack. Coverage begins on the date on which the trainer ships in with the stake horse and ends when the horse leaves the racetrack premises. Under no circumstances is this Coverage valid for more than 30 days from the date the trainer ships in the stake horse. The trainer must check in with the LAHBPA Field Office at the racetrack upon arrival. This package is also available for Quarter Horse Futurity Trials. However, if the Quarter Horse qualifies, another “One” or “Three Stake Start” package must be purchased in its entirety. The non-refundable cost of “One Stake Start” Coverage is \$500 .	This Coverage is good for three starts during the Coverage period from July 1, 2023, to June 30, 2024 (<i>at midnight</i>) and must be used for stake or quarter horse futurity trial (and/or final) starts at any LA racetrack. Coverage begins on the date on which the trainer ships in with the horse and ends when the horse leaves the racetrack premises. The trainer must check in with the LAHBPA Field office upon arrival. The non-refundable cost of “Three Stake Starts” Coverage is \$750 .

16. The term of the agreement set forth here shall run concurrently with the term(s) of the Coverage offered by the Trust, including any such Coverage certificates which are issued by the Trust to Applicant. The obligations of Applicant shall continue after the end of the policy period to the extent necessary for the Trust and the Trust’s insurers to administer the affairs of the Workers’ Compensation Insurance Program as those affairs relate to the Workers’ Compensation Insurance Coverage provided to Applicant and to the extent necessary for Applicant to complete his obligations hereunder.

17. Applicant acknowledges the following terms shall apply to trainers in **“good standing:”** (*see Attachment A*)

“All States” Coverage: The charges for “All States” Coverage are calculated at a rate of **\$65** per start in Louisiana. The out-of-state start fee per horse in those other states in which Coverage is provided will be **\$90**, all subject to a **\$1,000** non-refundable **Minimum Annual Charge**, which must be paid with submission of the Application. If you intend to race outside the United States, you may contact the Trust in writing to see whether any Coverage outside of the United States may be available.

“Optional Trainer” Coverage: The charges for “Optional Trainer” Coverage are calculated at the rate of \$65 per start in Louisiana. The out-of-state start fee per horse in those other states in which coverage is provided will be no less than \$100, all subject to a **\$1,000** non-refundable **Minimum Annual Charge**, which must be paid with submission of the Application. If you intend to race outside the United States, you may contact the Trust in writing to see whether Coverage outside of the United States may be available.

“Louisiana Only” Coverage: The charges for “Louisiana Only” Coverage are calculated at a rate of **\$65** per start in Louisiana, subject to a **\$1,000** non-refundable **Minimum Annual Charge**, which must be paid with submission of the application.

Each trainer holding “Coverage is responsible for timely funding his/her account, as needed, if the actual number of starts exceeds the number of starts covered by the Minimum Annual Charge. A trainer’s failure to timely fund his/her account by date of race may result in the scratching of a horse if the funds in the trainer’s account are not sufficient to fund the start.

18. See Attachment A, “**Rate Per Start Guidelines**” for trainers not in good standing.
19. Upon request, Applicant will provide all **records or things** requested by the Trust which pertains to the Workers’ Compensation Insurance Program including, but not limited to, payroll records, records or things pertaining to claims, safety, work lists, audits, and the number of employees employed by Applicant.
20. Applicant has accepted, posted, and provided to each employee a copy of the **Substance Abuse Rule and Policy**, attached hereto, and made part hereof, and will deliver a copy of said Substance Abuse Rule and Policy to each new employee. Applicant shall obtain a written receipt from each employee whereby the employee acknowledges receipt of a copy of the said Substance Abuse Rule and Policy.
21. Applicant has not made and will not make any omissions or misstatements of material fact to the Trust in the application process, in the claims process or otherwise.
22. Any person who knowingly and with intent to defraud the Trust or other person files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties and will void any policy of insurance issued based upon the oral or written misrepresentation pursuant to LSA-R.S. 22:860.
23. Immediately upon learning of any occurrence which could constitute a Workers’ Compensation claim, Applicant shall notify the Trust of such occurrence in writing and by placing a phone call to one of our LAHBPA Field Offices or to Cindy Leigh, Lead Field Manager, at **337-660-8365**, or at the Main Office, to Mike Fenasci, at **504-945-1555**. Applicant will not allow any individual who is not an employee of the Applicant and who does not perform services for the Applicant to file a claim for Workers’ Compensation benefits using the name of the Applicant as his/her Employer. Should the Applicant be aware of such a fraudulent claim, and not notify the Trust, Applicant understands that the Trust has the right to void Workers’ Compensation Coverage provided by the Trust and deny Workers’ Compensation Coverage for any such claim.
24. Applicant hereby authorizes the Trust and its representatives to enter, during normal hours and under reasonable circumstances, any place where Applicant and/or Applicant’s employees carry out work that is related to the Workers Compensation Insurance Program or where Coverage is provided or where records or other things relating in any way to the Workers’ Compensation Insurance Program, or the Coverage provided are or were present. The entry authorized hereby shall be for the purpose of or related to the administration of the Workers’ Compensation Program, including any claims made there under.
25. Should Applicant enter the Workers’ Compensation Insurance Program at any time after July 1, 2023, the charges for any Coverage will NOT be prorated. There is a non-refundable **Minimum Annual Charge (\$1,000** per Coverage Period), regardless of when the Coverage begins. All Coverage will expire on June 30, 2024, at midnight, regardless of when such Coverage began.
26. Applicant acknowledges that claims by injured employees, negative audit reviews, a failure to follow safety protocols, a failure to timely pay all charges when due, and/or other negative activity may result in higher per start fees or cancellation of Applicant’s Coverage altogether.
27. Applicant acknowledges that an indexing inquiry may be obtained by the Trust from previous carrier(s) regarding past claims.
28. Applicant has read and hereby agrees to all of these terms, conditions, procedures, descriptions, disclosures, and explanations in the “**Instructions for Completing Application to Participate in The Horsemen’s Workers’ Insurance Compensation Program**” attached hereto and made part hereof.
29. Applicant acknowledges and agrees that the Trust has the **right to deduct any charges for Coverage** from Applicant’s Horsemen’s Bookkeeper Account at any time should Applicant fail to pay any charges when due.
30. Louisiana Law shall apply to any and all disputes between Trust and Applicant which in any way arise out of: The **Application**, the **Trust**, the **Indemnity Agreement**, any **Work List** provided by Applicant to the

Trust, the **Workers' Compensation Insurance Program** made available to Applicant through the Trust, or any claim for benefits.

31. Applicant acknowledges that participation in the Horsemen's Workers' Compensation Insurance Program and the Trust is a privilege, that Applicant has no inherent right to participate in the Horsemen's Workers' Compensation Insurance Program or the Trust, and that the Trust is the sole arbiter as to who may participate in the Horsemen's Workers' Compensation Insurance Program and the Trust. Applicant further acknowledges and agrees that the Trust may terminate this Agreement and may terminate Applicant's Workers' Compensation and employer's liability insurance Coverage, upon reasonable written notice to Applicant, for:
- A. Any breach by Applicant of any of Applicant's obligations under this Application, the Trust, the Indemnity Agreement, or the Master Policy,
 - B. Applicant's failure to remain licensed by the Louisiana State Racing Commission,
 - C. Applicant's failure to remain a member in good standing of the LAHBPA,
 - D. Applicant's failure to pay any charges when due, or
 - E. any other good cause.
32. All **trainer policy holders** are required to pay a non-refundable **\$1,000** payment to be used against starts at the time of inception and/or renewal regardless of any positive balance existing in their account.
33. Any trainer who allows their Worker's Compensation account, while racing at a Louisiana licensed racetrack, to have a negative balance will be classified as being in "**bad standing**" which may result in the Trust reporting this status to all applicable racetrack stewards. Further, subject to the decision of the Trust, any trainer in "bad standing" who incurs a negative balance of **any amount** for a time period exceeding 14 fourteen days, or a negative balance in excess of **\$500** in the account will be required to immediately bring his account current, plus submit an additional **\$200**-dollar deposit or else face possible cancelation of their policy by the Trust. Further, if a trainer during a policy period, is in bad standing twice, then that trainer may, for the remainder of the policy period, be placed on **probation**, which will result in a higher per start fee. If a trainer on probation is in bad standing twice during a policy period, then that trainer may, for the remainder of the policy period, be placed as a **high risk** which will result in a higher per start fee. If a trainer classified as high risk is in bad standing twice during a policy period, then that trainer will be subject to their policy being cancelled. All decisions made pursuant to this paragraph will be made by the HWCIT in which at least 60% of the Trustees participate either in person or by phone and a majority vote of the Trust is obtained. (See *Attachment A* entitled, "**Rate Per Start Guidelines.**")
- | | |
|--------------------------|--|
| Applicant Initials here: | |
|--------------------------|--|
34. At the end of the policy period, any unused balance greater than the initial **\$1,000 non-refundable** payment will remain the property of the policy holder.
35. Applicant agrees that he has read the attached **Substance Abuse Rules and Policy** for the Horsemen's Workers' Compensation Insurance Program and Participating Employers, and he hereby agrees to observe and comply with said rule and policy.
36. Applicant further agrees that any and all substance abuse rules and policies heretofore acknowledged by Applicant as a condition to Applicant's applying for and obtaining Workers' Compensation Insurance Coverage through the LAHBPA with respect to prior Coverage Periods, shall also be enforceable by the Trustees of the Trust to the same extent as if the terms "Trustees of the Trust" or "Trust" were substituted wherever the term "LAHBPA" appeared in such other substance abuse rules and policies.
37. Attached hereto are **Receipts and Acknowledgements** signed by each employee who is listed on the Horsemen's Workers' Compensation Insurance **Work List**. Applicant agrees that he/she will cause each employee hired after the date hereof to execute a Receipt and Acknowledgement whereby such employee acknowledges receipt of the Substance Abuse Rule and Policy promulgated by the Trust and that he/she will furnish such Receipts and Acknowledgements to the Trust promptly upon demand.
38. Applicant represents and warrants that all **Second Injury Fund Employee Questionnaires**, which are required to be attached to the Application, are, in fact, attached to the Application.

39. For each employee who is listed on the Horsemen's Workers' Compensation Insurance Work List attached hereto, there is attached hereto an executed **Medical Information Release** form, whereby the Trust and/or Administrator of the Trust are authorized to request and obtain medical records. Applicant agrees that he/she will cause each employee hired after the date hereto to execute a Medical Information Release form, whereby the Trust and Administrators representing the Trust are authorized to request and obtain medical records and will promptly provide such executed Medical Information Release forms.
40. Also, copies of the following materials are available for review at any LAHBPA Office. or you may view and/or download them online at LAHBPA.ORG: (1) Instructions for Completing the WC Trainer Application; (2) Claims Reporting Protocol Book; (3) Safety Manual; and (4) the Indemnity Agreement.
41. The person signing this Application on behalf of Applicant certifies that he/she has the authority to execute this Application on behalf of the Applicant.

ACKNOWLEDGEMENTS

Please read and initial each of the Acknowledgements below and Section 33 on page 5.

Applicant Initials:	Applicant Acknowledges:
	I acknowledge receipt of the Protocol Book and the Instructions for Completing the Application, and agree to all its requirements, as well as the contents herein.
	I acknowledge that I have been offered/provided a copy of this Application and have been informed that I may contact any LAHBPA office at any time to request and receive an executed copy of my application.
	I acknowledge that it is the practice of the LHBPA to store contracts and other documentation electronically. I also acknowledge that the scanned or electronic version of this contract will be used in lieu of the originally signed hardcopy with my "wet" signature. Finally, all parties agree not to contest the use of the electronic version of this contract.
	IF AT ANYTIME DURING THIS POLICY PERIOD IT IS LEARNED THAT YOU ARE NOT THE ACTUAL TRAINER OF A HORSE THAT IS ENTERED INTO A RACE UNDER YOUR NAME AS TRAINER, THIS INSURANCE WILL BE CANCELLED.
	At no time, is any individual licensed as a jockey covered by this policy;

Applicant Name <i>Type or Print Name</i>		Date
Applicant Signature		

THE SECTION BELOW IS RESERVED FOR COMPLETION BY THE TRUST:

This is to be completed by the FIELD OFFICE PERSONNEL who received the Application:

Name of LAHBPA Employee <i>Type or Print Name</i>	Date
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This is to be completed by a Trustee, the Administrator or Field Rep, SPECIFICALLY DESIGNATED BY THE TRUST, before this policy becomes effective.

Application Accepted by Trust by <i>Type or Print Name</i>	
Signature	
Effective Coverage Date	

SELF-INSURANCE COVERAGE

Louisiana Law allows sole proprietors, partners and bonafide corporate executive officers, each owning not less than 10% of the stock therein to ACCEPT or REJECT Workers' Compensation coverage for himself/herself/themselves. Each sole proprietor, partner or such executive officer MUST sign for either REJECTION or ACCEPTANCE of this coverage below:

REJECTION

Sole-Proprietor Rejection	
Name: _____	Title: _____
Signature: _____	Date: _____

Check one: <input type="checkbox"/> Partnership Rejection or <input type="checkbox"/> Corporate Executives Rejection	
Name1: _____	Title: _____ % of Ownership _____
Signature: _____	Date: _____
Name2: _____	Title: _____ % of Ownership _____
Signature: _____	Date: _____
Name3: _____	Title: _____ % of Ownership _____
Signature: _____	Date: _____

Note: Your election to accept or reject Workers' Compensation Insurance Coverage will be effective on the inception date of coverage through the Fund and will remain in effect for the duration of the Member's participation in the Trust, unless rescinded, in writing, by the parties making the election.

ACCEPTANCE

If you accept this coverage, PLEASE CONTACT OUR OFFICE before submitting your application to discuss and submit your additional payment and payroll records.

The undersigned, does/do hereby agree to pay the additional \$1000 **MINIMUM ANNUAL CHARGE** and the **ADDITIONAL PREMIUM OF 12%** of gross income in exchange for Workers' Compensation Self-Insurance Coverage through the Horsemen's Workers' Compensation Insurance Trust for the following individuals:

Sole-Proprietor Acceptance	
Name: _____	Title: _____
Signature: _____	Date: _____

Check one: <input type="checkbox"/> Partnership Acceptance or <input type="checkbox"/> Corporate Executives Acceptance	
Name1: _____	Title: _____ % of Ownership _____
Signature: _____	Date: _____
Name2: _____	Title: _____ % of Ownership _____
Signature: _____	Date: _____
Name3: _____	Title: _____ % of Ownership _____
Signature: _____	Date: _____



**HORSEMEN'S WORKERS' COMPENSATION INSURANCE
2023-2024 WORK LIST**

<i>Add additional sheets as needed.</i>	<i>Worker's Compensation Classification & Code (Stables & Drivers Code # 8279).</i>
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Please list all trainer employees - - - - [Unlisted employees may not be covered]:

EMPLOYEE NAME	SSN	DOB	SEX M/F	FULL OR PART TIME	POSITION

Applicant Name: <i>Type or Print Name</i>	
Applicant Signature:	Date
Location: *	

Please complete a separate form for each **location at which you have employees.*

HORSEMEN'S WORKER'S COMPENSATION INSURANCE TRUST

Changes to your Employee 2023-2024 Work List

<i>Add additional sheets as needed.</i>	<i>Worker's Compensation Classification & Code (Stables & Drivers Code # 8279).</i>
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Drop off at any FIELD OFFICE Location in Louisiana.

Applicant Name <i>Type or Print Name:</i>	
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EMPLOYEE NAME	SSN	DOB	FULL or PART TIME	POSITION	DATE HIRED	DATE TERMINATED

Applicant Signature		Date
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<i>For Office Use Only:</i>	
EE # _____	
License Type _____	
Date _____	
RC License () and/or Driver License ()	

Horsemen’s Workers’ Compensation Insurance Program

Receipt and Acknowledgement of Substance Abuse Rule and Policy by Employee

The undersigned employee hereby acknowledges receipt of the Substance Abuse Rule and Policy of Employer on the date this document was executed. Undersigned employee also agrees to be bound by the terms of that policy and to cooperate in the enforcement of same in order to help achieve a safer work environment.

Employee acknowledges that compliance with the Substance Rule and Policy of Employer is a condition of his/her employment and that among other things that Substance Rule and Policy of Employer prohibit the following:

Employees shall not introduce, manufacture, distribute, dispense, possess on employee’s body, or otherwise possess, use, or consume alcoholic beverages, drugs, illegal drugs, and/or unauthorized prescribed drugs while in the course and scope of employment or in or upon the premises or property where employee is carrying out or normally carries out his/her employment duties. Violation of this Policy will be cause for disciplinary action, up to and including termination, in addition to any and all effects provided by law.

Employee Name <i>Type or Print Name</i>		Date Hired:
Employee Signature <i>Guardian’s signature if Employee is a Minor</i>		Today’s Date:

Your Employment Info	Your Trainer Name?	Do you work Full Time or Part Time?	What is your position with this Trainer?	Are you Male or Female

I AM NOT A LICENSED JOCKEY:	
I understand that at no time is any individual licensed as a jockey covered by this policy.	
_____	_____
Employee Signature	Date

SUBSTANCE ABUSE AND DRUG POLICY

PLEASE POST IN A CONSPICUOUS PLACE

This Substance Abuse and Drug Policy is a guideline to reduce substance abuse in the workplace. It may not prevent substance abuse from occurring. It does not address potential compliance issues with Federal, State, or local OSHA or any other regulatory agency standards. Nor is it meant to be exhaustive or construed as legal advice. You should consult with your own legal counsel to address possible compliance requirements.

Scope

The Scope of this Policy is the establishment of a substance abuse rule and policy that will be adopted by all participating employers ("Employers") who have Coverage ("Coverage") pertaining to their employees in the Horsemen's Workers' Compensation Insurance Program ("Program") created and administered through the Horsemen's Workers' Compensation Insurance Trust ("Trust"), that is consistent with public policy and law, especially as provided in LA R.S. 23:1081. The Program is that Program implemented pursuant to LA R.S. 4:251 and 4:252.

Purpose

The purpose of these work rules is as follows:

- To establish and maintain a safe, healthy working environment for all employees.
- To reduce the possibility of accidental injury to persons or property.
- To reduce absenteeism, tardiness, and indifferent job performance.
- To follow all applicable state, federal, and local requirements.

DEFINITIONS:

Alcohol or Alcoholic Beverage

Defined as any beverage that may be legally sold as alcohol. This includes, but is not limited to, fermented malt beverages, intoxicating liquor, and wine.

Drug

Means any substance other than alcohol, which is capable of altering the mood, perception, pain level, or judgment of the individual consuming it, and which is recognized as a drug.

Illegal Drug

Means any drug or controlled substance, including prescription drugs, which is not used legally, any substance, whether it be narcotic or non-narcotic and those substances listed in Schedules I, II, III, IV and V of the Louisiana Revised Statutes.

Authorized Prescribed Drug

Means a drug prescribed by a licensed practitioner, and used in the manner, combination, and quantity prescribed, by the person for whom the drug is prescribed.

Prohibited Conduct

Employees shall not introduce, manufacture, distribute, dispense, possess in employee's body, or otherwise possess, use, or consume alcoholic beverages, drugs, illegal drugs, and unauthorized prescribed drugs while in the course and scope of employment or in or upon the premises or property where employee is carrying out or normally carries out his/her employment duties. Violation of this policy will be cause for disciplinary action, up to and including termination in addition to any and all effects provided by law. Reporting for work under the influence of an illegal drug, alcohol, drug, or unauthorized prescribed drug is cause for disciplinary action, up to and including termination. No prescription drugs shall be brought by employee or others upon the premises or property where employee is carrying out or normally carries out his/her employment duties except by the person for whom the drug is prescribed by a licensed practitioner. In such circumstance the prescribed drug shall be used solely in the manner, combination and quantity prescribed. When the use of drugs for medical purposes may affect behavior or performance, employees should advise their Employer that they are taking such drugs.

Employees are encouraged to voluntarily seek counseling from an Employee Assistance Program as needed, and the Trust and the Louisiana Horsemen's Benevolent and Protective Association 1993, Inc. ("LAHBPA") will field requests for referral to such programs.

Testing Circumstances: [Post-Accident]

Employer or the Trustees of the Trust or designated representatives, on behalf of Employer, will conduct a drug and alcohol test whenever any employee is involved in a work-related accident as is provided by law, including as provided in LA R. S. 23:1081. All rights of Employer under LA R. S. 23:1081 are hereby reserved to Employer. Employer or the Trustees of the Trust or designated representatives, on behalf of Employer, will also conduct a drug and alcohol test whenever such is deemed prudent or necessary in providing a safe workplace and when the law so permits.

Refusal to Cooperate in Enforcing this Rule and Policy

Refusal of an Employer to cooperate fully in enforcing this Substance Abuse Rule and Policy will constitute grounds for the Trustees of the Trust to terminate Coverage afforded under any Workers' Compensation Insurance Certificate issued to Employer.

Specimen Collection and Collection Procedures

Specimen collection and testing will be conducted in a manner and under conditions which scientifically are generally accepted as being sufficient to reliably produce an accurate result. Any employee refusing to submit to a drug or alcohol test or leaving the Employer's premises or other work site without permission after being involved in a work-related accident will be subject to disciplinary action up to and including termination in addition to any and all effects provided by law.

Notification of Test Results and Record Keeping

The Trust, Employer and Employee shall be notified as soon as is practical of the results of the drug or alcohol test.

Severability

If any part or portion of this policy is held invalid by any court of competent jurisdiction or is otherwise determined to be invalid for any reason whatsoever, then, in that event, only that part or portion of this policy which is so held or determined to be invalid shall be invalid, and the remaining parts or portions shall remain in full force and effect.

Law Controls

If any part of this Substance Abuse and Drug and Policy conflicts with any law, including but not limited to LA R.S. 23:1081, the law shall prevail as it is not the purpose or intent of this law to waive any rights of Employer as set out in law.

ACKNOWLEDGEMENT OF SUBSTANCE ABUSE RULES & POLICY

Applicant/Employee Name <i>Type or Print Name</i>		
Applicant/Employee Signature		Date
LAHBPA Representative <i>Type or Print Name</i>		
LAHBPA Signature		Date

This substance abuse policy is a guideline to reduce substance abuse in the workplace. It may not prevent substance abuse from occurring. It does not address potential compliance issues with Federal, State, or local OSHA or any other regulatory agency standards. Nor is it meant to be exhaustive or construed as legal advice. Consult your licensed commercial Property and Casualty representative at Safety National Insurance or legal counsel to address possible compliance requirements.

SECOND INJURY FUND EMPLOYEE QUESTIONNAIRE

Please answer the following questions by circling either YES or NO:

[Please use reverse side or separate paper if additional space is needed.]

1. Have you ever had a disease or disability from your occupation?	YES	NO
If YES, please explain:		

2. Have you ever received Workers' Compensation benefits for an injury that occurred at work?	YES	NO
If YES, when:		
How Long were you on compensation?		
Name of Employer:		
Nature of Injury:		

3. Have you ever been rejected for employment, insurance, or military service because of Health?	YES	NO
If YES, please explain:		

4. Have you ever had back trouble or an injury to your back, head, or neck?	YES	NO
If YES, please explain:		

5. Do you have any restrictions or limitations upon your physical activities?	YES	NO
If YES, please explain:		

6. What operations, accidents, broken bones, strains, or serious illnesses have you had?		

7. Do you have any other long-term health problems or adverse physical conditions?	YES	NO
If YES, please explain:		

Warning: Pursuant to LSA-R.S. 23:1208.1, I understand that my failure to answer truthfully any of the above questions may result in denial or forfeiture of any right I or my dependents may have to workers' compensation benefits, including medical treatment and expenses.

I acknowledge that I have read or have had the questionnaire read to me and understand this warning.

Employee Address:	Home Address	Home City & State	Zip
Personal Info:	SSN	DOB	LSRC License # and/or Driver's License #
Phone:			Emergency Phone:

Name: <i>Type or Print Name</i>		
Signature: <i>Guardian's signature if Employee is a Minor</i>		Date

MEDICAL INFORMATION RELEASE FORM

I, _____, authorize the Trustees or Administrator of the Horsemen's Workers Compensation Insurance Trust to request and obtain all records regarding any work-related or industrial accident in which I was involved or occupational disease which I have contracted.

This release is to include all doctor's reports, follow-up reports, nurses' notes, medical bills, test results, emergency room records, and all hospital records, etc. As well as visiting with the treating physician.

A facsimile or photo static copy of this executed release form shall be considered as effective and valid as the original. This release shall remain in effect unless and until specifically rescinded by me.

Employee Signature:		Date
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FOR OFFICE USE ONLY

Must be completed before filing:

Reviewed by LAHBPA Employee <small>Type or Print Name</small>		Date
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Is This Employee Full or Part Time?	Trainer Signatures	Today's Date
Circle One: Full Time Or Part Time		
Circle One: Full Time Or Part Time		
Circle One: Full Time Or Part Time		
Circle One: Full Time Or Part Time		

For Office Use Only (Solo para uso de oficina):

EE # _____
 License Type _____
 Date _____

RC License () and/or Driver License ()

Programa de Seguro de Compensación para Trabajadores de Caballeros

Recibo de Reconocimiento de Abuso de Substancias- Póliza y Reglas del Empleado

El/ La empleado que firma consta que reconoce el recibo de la Póliza y Reglas de Abuso de Substancias del Empresario en la fecha que este documento fue firmado. El empleado también está de acuerdo de estar atado a los términos de esta póliza y a cooperar en hacer cumplir en la misma orden para así ayudar a lograr un área de trabajo seguro.

Los empleados reconocen que el cumplimiento de la Póliza y Reglas de Abuso de Substancias es una condición de su empleo además de otras cosas que la Póliza y Reglas de Substancias del empresario prohíbe como las siguientes:

Los empleados no deberán introducir, fabricar, distribuir, entregar, poseer, llevar consigo, usar o consumir bebidas alcohólicas, drogas, drogas ilegales, o medicamentos recetados por el médico no autorizados durante el curso y el alcance del empleo o en el local o propiedad donde los empleados normalmente llevan a cabo sus obligaciones diarias. El violar esta póliza será causa para una sanción disciplinaria, y podría incluir hasta el despido, además de las consecuencias correspondientes con la ley.

Nombre de empleado: <i>Letra de Molde</i>		Fecha de contratación
Firma del empleado: <i>Firma del Guardián si el Empleado es Menor</i>		El día de hoy

Su información de empleo:	¿Su nombre de entrenador?	¿Trabajas tiempo completo o medio tiempo?	¿Cuál es tu posición con este entrenador?	¿Es Usted hombre o mujer?

I AM NOT A LICENSED JOCKEY (No soy un jockey con licencia.):

Entiendo que en ningún momento cualquier individuo tiene licencia como jinete cubierto por esta política.

Firma del empleado

Fecha

Póliza y Reglas sobre el Abuso de Sustancias Por la Asociación Protectora y Benevolente de Caballerangos de Louisiana 1993, Inc.'s Y Programa de Seguro e Indemnización al Trabajador y Empresarios Participantes

Alcance

El alcance de esta póliza es el establecimiento sobre la póliza y reglas del abuso de sustancias las cuales pueden ser adoptadas por todos los empresarios participantes que tienen una cobertura relevante para sus empleados en la Asociación Protectora y Benevolente de Caballerangos de Louisiana 1993, Inc.'s y Programa de Seguro e Indemnización al Trabajador la cual es consistente con la ley y póliza pública especialmente proporcionada en los Estatutos Revisados de Louisiana 23:1081. El Programa es ese Programa implementado que prosigue bajo los Estatutos Revisados de Louisiana 4:252 y 252.

Propósito

El Propósito de estas reglas en el trabajo son las siguientes:

- El establecer y mantener un área de trabajo saludable y seguro para todos los empleados.
- El reducir la posibilidad de lesiones accidentales hacia personas y propiedades.
- El reducir el absentismo, tardío, rendimiento, e indiferencia al trabajo.
- El seguir todos los requisitos aplicables estatales, federales y locales.

DEFINICIONES

Alcohol o Bebidas Alcohólicas

Se refiere a cualquier bebida que puede ser vendida legalmente como alcohol. Esto incluye, pero no se limita, a bebidas malteadas fermentadas, vino y licor intoxicante.

Droga

Se refiere a cualquier sustancia (además del alcohol) la cual sea capaz de alterar el humor, percepción, nivel de dolor, o juicio de la persona consumiéndolo, y la cual sea reconocida como droga.

Droga Ilegal

Se refiere a cualquier droga o sustancia controlada, incluyendo medicamentos recetados por el médico, que no sean utilizados legalmente, ya sean narcóticos o no narcóticos, y todas las sustancias en la lista en Schedules I, II, III, IV y V en los Estatutos Revisados de Louisiana.

Medicamento Autorizado

Se refiere a cualquier medicamento recetado por un practicante de medicina con licencia, el cual sea utilizado en el modo correcto. Debe de tener el tipo de combinación del medicamento, la cantidad recetada y el nombre de la persona utilizando el medicamento.

Conducta Prohibida

Los empleados no deberán introducir, fabricar, distribuir, entregar, poseer, llevar consigo, usar o consumir bebidas alcohólicas, drogas, drogas ilegales, o medicamentos recetados por el medico no autorizados durante el curso y el alcance del empleo o en el local o propiedad donde los empleados normalmente llevan a cabo sus obligaciones diarias. El violar esta póliza será causa para una sanción disciplinaria, y podría incluir hasta el despido, además de las consecuencias correspondientes con la ley. Presentarse a trabajar bajo la influencia de una droga ilegal, alcohol, droga, o medicamento recetado no autorizado, será causa de una sanción disciplinaria, y podría incluir el despido. Los empleados no deberán llevar consigo ningún medicamento autorizado (que no les pertenezca) cerca del local o propiedad donde los empleados llevan normalmente sus obligaciones diarias, excepto la persona para quienes realmente fueron recetados por un médico. La persona que esté utilizando medicamento recetado debe de usarlo solo conforme a la cantidad recetada y en la combinación correcta. Cuando el uso de este medicamento afecte el comportamiento o rendimiento en el trabajo los empleados deben informárselo a sus supervisores lo más pronto posible. Los empleados son animados a buscar voluntariamente cualquier tipo de conserjería conforme sea necesario del Programa de Asistencia al Empleado y la Asociación Protectora y Benevolente de Caballerangos de Louisiana 1993, Inc.'s (HBPA) tendrá solicitudes para tales programas.

Razones para exámenes: Post- Accidente

Los empresarios o el HBPA, a nombre de los empresarios, conducirán un examen de alcohol y drogas siempre que un empleado tenga un accidente relacionado con el trabajo. Este examen será hecho conforme a las leyes y los Estatutos Revisados de Louisiana 23:1081. Todos los derechos del Empresario bajo los Estatutos Revisados de Louisiana 23: 1081 son reservados al Empresario. Los empresarios o el HBPA, a nombre de los empresarios, permitirán que nuestra compañía conduzca un examen de alcohol y drogas cuando ellos lo crean prudente o necesario para así poder proporcionar un lugar de trabajo sano y a salvo y cuando la ley lo permita.

Negarse a Cooperar y Cumplir esta Regla y Póliza

Si un empleado se niega a cooperar y cumplir la Póliza y Reglas del Abuso de Substancias el Programa de HBPA podría finalizar la Cobertura que este Programa provee para los empleados.

Colección de Muestras (espécimen) y Proceso de Colección

La colección de muestras y exámenes serán realizados bajo condiciones científicas, las cuales son generalmente aceptadas como resultados suficientes y fidedignas. El empleado que se niegue a someterse a un examen de alcohol y drogas o que se marche de la compañía, local o propiedad después de tener un incidente relacionado con su trabajo, podrá ser sujeto a una sanción disciplinaria o hasta el despido, además de todas las consecuencias correspondientes con la ley.

Confirmación sobre los exámenes

Si inicialmente un examen es positivo, será necesario hacer otra prueba para confirmar los resultados utilizando la muestra previa.

Notificación de Resultados de Exámenes y Registro

El HBPA, los Empresarios, y empleados deberán ser notificados lo más pronto posible de los resultados de los exámenes de droga y alcohol. Nuestra compañía deberá notificar a su conductor o conductor aplicante de los resultados de los exámenes.

Privacidad

La privacidad de los empleados será mantenida como la ley lo requiere.

Amputaciones

Si alguna parte o porción de la Póliza es llevada por alguien a un cuerpo de autoridad o a una corte bajo una jurisdicción competente y es invalidada por cualquier razón, entonces solo la parte que sea invalidada lo será, y las secciones restantes que no sean invalidadas deberán continuar y proseguir en completa forma y efecto.

Controles de Ley

Si alguna sección de esta Póliza y Reglas de Abuso de Substancias es un conflicto con la ley, particularmente los Estatutos Revisados de Louisiana 23: 1081, la ley deberá prevalecer, ya que no es la intención de esta ley el no aplicar los derechos de los empleados.

Reconocimiento de normas y políticas de abuso de sustancias.

Nombre del solicitante <i>Escriba o imprima el</i>		
Firma del solicitante		Fecha
LAHBPA Representative <i>Type or Print Name</i>		
LAHBPA Employee		Date

Esta política de abuso de sustancias es una guía para reducir el abuso de sustancias en el lugar de trabajo. No puede evitar que se produzca abuso de sustancias. No se abordan posibles problemas de cumplimiento con las normas federales, estatales o locales de OSHA ni con ninguna otra norma de agencia reguladora. Tampoco se pretende que sea exhaustiva o interpretada como asesoramiento jurídico. Consulte a su representante comercial autorizado de Propiedad y Accidentes en Safety National Insurance o asesor legal para tratar los posibles requisitos de cumplimiento.

Segundo cuestionario del Empleado del Fondo de Lesión

Conteste por favor a las preguntas siguientes circundando cualquiera **Sí** o **No**:

[Utilice el reverso o papel separado si se necesita espacio adicional.]

1. ¿A tenido o tiene alguna enfermedad o discapacidad a causa de su trabajo?	SI	NO
Si sí , explique por favor:		

2. ¿A usted recibido beneficios de la compensación de trabajadores por alguna lesión ocurrido en el trabajo?	SI	NO
Si sí , cuando		
Cuanto tiempo estuvo en compensación		
Nombre del patrón:		
Naturaleza de lesión:		

3. HA usted sido rechazado para trabajo el seguro o servicio militar debido a su salud?	SI	NO
Si sí , explique por favor:		

4. ¿A tenido usted problemas en su espalda o alguna lesión en su espalda, cabeza o cuello?	SI	NO
Si sí , explique por favor:		

5. ¿Tiene usted alguna restricción o limitación sobre sus actividades físicas?	SI	NO
Si sí , explique por favor:		

6. ¿Qué operaciones, accídéntenles, huesos rotos, tensiones o enfermedades serias tiene usted?		

7. ¿Tiene usted algún otro problema de salud a largo plazo o condiciones físicas adversas	SI	NO
Si sí , explique por favor:		

Advertencia: De conformidad con LSA-R.S. 23: 1208.1, entiendo que mi falta de respuesta con sinceridad a cualquiera de las preguntas anteriores puede resultar en la denegación o el decomiso de cualquier derecho que yo o mis dependientes puedan tener para los beneficios de compensación de trabajadores, incluido el tratamiento médico y los gastos.

Reconozco que he leído o he tenido el cuestionario leído a mí y entiendo la advertencia.

Dirección del empleado	La dirección	Ciudad local y estado	Código postal
Información personal	Número de seguro social	Fecha de Nacimiento	Número de licencia de LSRC y número de licencia de conducir
Teléfono:			Teléfono de emergencia

Nombre <i>Imprima</i>			
Su Firma <i>Firma de Guardian si el empleado es un menor</i>		Fecha	

Acknowledged by Trainers

FORMA MÉDICA DEL LANZAMIENTO DE LA INFORMACIÓN

yo, _____, autorizo el La. H.B.P.A. para solicitar y obtener todos los expedientes que miran y accidente de trabajo o enfermedad profesional que se implica y el La. H.B.P.A.

éste es incluir los informes del doctor, los informes de la carta recordativa, notas de las enfermeras las', las cuentas médicas, los resultados de la prueba el etc. Además de visitar con el médico tratante.

Una copia estática del facsímil o de esta autorización será considerada tan eficaz y válida como la original. Seguirá habiendo este lanzamiento en efecto hasta rescindido específicamente por mí.

Firma del empleado		Fecha
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Must be completed before filing:

Reviewed by LAHBPA Employee <small>Type or Print Name</small>		Date
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Is This Employee Full or Part Time?	Trainer Signatures	Today's Date
Circle One: Full Time Or Part Time		
Circle One: Full Time Or Part Time		
Circle One: Full Time Or Part Time		
Circle One: Full Time Or Part Time		

LOUISIANA HORSEMEN'S WORKERS' COMPENSATION INSURANCE TRUST

Carol Castille, Chairman

Kevin Delahoussaye, Trustee
Kenneth Lee Roberts, Sr., Trustee



Keith Hernandez, Trustee
Ronald Faucheux, Trustee

Attachment A

Rate Per-Start Guidelines

Effective Date: 7/1/2023

Base Rate

The first accident in a policy period will not count against a Trainer's loss record for the policy period. A trainer will remain in good standing and not be subject to being placed on probation at a higher rate per start provided the trainer's accident frequency rate is not more than one accident per 100 starts for the three full preceding policy periods. If a trainer has a higher frequency rate than one accident per 100 starts in the three full preceding policy periods, then the trainer will be subject to being placed on probation by the Horsemen's Workers' Compensation Insurance Trust (HWCIT) unless the total incurred costs for the claims for a trainer during the three full preceding policy years are less than 60% of premium collected for that time period.

Probation Rate

If a trainer is placed on probation, then the per-start rate for the remaining policy year for which the trainer is covered will be increased to the "**Probation Rate**" for that entire policy period, as well as the next policy. While on probation, a trainer may be removed from probation:

- A. If for the three preceding policy periods including the one on probation, the trainer's accident frequency rate is less than one accident per 100 starts for the three previous policies combined with one accident per policy period not counted against frequency.
- B. If the total incurred costs for the claims for the three preceding policy periods, including the policy year of probation, are less than 60% of premium collected for the three policy periods.

High Risk Rate

A trainer may stay on probation for two years. If a trainer remains on probation after two consecutive years, then the trainer may be placed into the "**High Risk**" category which will include a higher per start rate for the new policy period. The decision for a trainer to be placed from Probation to High Risk will be made by the Louisiana Horsemen's Worker's Compensation Insurance Trust Committee.

A trainer that is placed into "**High Risk**" category must remain there for one year. Thereafter, the trainer may be placed back on probation if the trainer satisfies the probation requirements as outlined above. If a trainer in the "**High Risk**" category is ineligible to be removed from the "**High Risk**" category and back on probation, then the trainer may either remain in the "**High Risk**" category for the next policy period or not be allowed to obtain Worker's Compensation Coverage from the HWCIT as determined by the HWCIT Committee.

Any trainer that is not allowed to obtain insurance by the HWCIT may again request to be covered after one year of no Coverage by the HWCIT. All decisions of the Louisiana Horsemen’s Workers’ Compensation Insurance Trust shall be done pursuant to a meeting called by the chairman of the HWCIT in which at least 60% of the Trustees participate, either in person or by phone, and a majority vote of the members present is obtained on each decision. The decision is final and non-appealable.

Special Exception

For Trainers with more than 500 starts in the preceding policy period, the first three accidents in a policy period will not count against a Trainer’s loss record for the policy period.

Rates Per Start for 2023-2024:

Base Rate:	\$65.00 per start in state \$90.00 per start out of state
Probation Rate:	\$85.00 per start in state \$110.00 per start out of state
High Risk Rate:	\$105.00 per start in state \$130.00 per start out of state
Optional Coverage Rates	In State start rates above will apply, Out-of-State starts vary by start history. <i>As contained in Optional Trainer Coverage Section herein. (pg. 3)</i>