**WORKERS COMPENSATION CONSULTANTS, INC.**

*PO Box 262 Highlands, NJ 07732; Phone: 732-870-3800; Fax: 732-870-2065*

[*www.WC-Consultants.com*](http://www.WC-Consultants.com)

***Contingency Audit Agreement***

Workers Compensation Consultants, Inc. (WCC) and the undersigned “EMPLOYER” and its affiliates, enter into this agreement as of the date below.

WCC agrees to review EMPLOYER’s Workers Compensation insurance policies and premiums for the purpose of finding mistakes and/or errors that generate premium reductions(s), credits(s), and refunds back to the EMPLOYER (collectively referred to as “***Savings***”).

WCC’s review will comply with policy terms, conditions, and State laws. WCC will review experience rating worksheets; payroll audit worksheets; audit advices and adjustments; claim payment details and any other documents deemed necessary by WCC.

WCC anticipates because of their inquiries and efforts the credit of ***Savings*** to the EMPLOYER by its insurance carrier(s) or their agent(s). WCC will exclude from their fee any previously expected savings noted here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GENERAL CONDITIONS**

1. Employer authorizes WCC to work with Employer’s carriers, brokers & state agencies.
2. Employer agrees to assist in obtaining documents necessary for this review.
3. WCC will not share any information without Employer’s written approval.
4. WCC does not guarantee or otherwise assure it will obtain any Savings.
5. This agreement will renew annually unlessnotice of termination is provided in writing.
6. Either party may terminate this agreement with 90 day written notice. In the event of termination, Employer agrees WCC is entitled to compensation on all matters commenced under this agreement notwithstanding the date Savings is received or credited to Employer.
7. This is the entire agreement and may be modified in writing and executed by both parties.
8. This agreement shall be governed & construed in accordance with N.J. laws.
9. A facsimile of this agreement that bears one or more signatures will be deemed an original.

**WCC’s FEE: 35%** of any Savings received or credited to Employer.

 Due within 15 days “Savings” is returned or credited to the Employer.

**READ, UNDERSTOOD AND AGREED**

**EMPLOYER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Workers Compensation Consultants**

By (Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Hugh P. Sharkey, CPA

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: President Date: \_\_\_\_\_\_\_\_\_\_

 **Audit Steps**

1. Employer, broker, carrier provide access to documents and data files
2. WCC analyze data, confirm findings with carrier and rating bureau.
3. WCC request refunds from carrier & broker.

NJ Compensation Rating & Inspection Bureau

NJ Dept of Labor – Division of Workers Compensation

Workers Compensation Insurance Carrier(s)

To Whom It May Concern:

This letter authorizes you to release all documents and information pertaining to our Workers Compensation insurance policies to:

 Workers Compensation Consultants, Inc.

PO Box 262

Highlands, NJ 07732

Attn: Hugh Sharkey, CPA, 732-870-3800

hsharkey@wc-consultants.com

Thank you in advance for your anticipated cooperation.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_