

# Recommendations

- Employer Owned Products
  - Inter-local Agreement
    - Medical Claims Administration
    - Large Case Management / Utilization Review
    - PPO Network
  - Pharmacy Benefit Manager/Rx
  - Employee Assistance Program
  - Laboratory Services
  - Basic Life Insurance

# Technology

- Software
- On-Line Enrollment / E-Enroll
  - Allows employees to enroll for all Benefits On-Line
  - System will feed enrollment information back to the District and to all vendors electronically
  - Will ease administration burden on District Staff

**TML Intergovernmental Employee Benefits Pool**  
Austin, Texas

**INTERLOCAL AGREEMENT**  
(NON-RISK PARTICIPATING MEMBER)

WHEREAS, the TML Intergovernmental Employee Benefits Pool, hereinafter referred to as TML IEBP, is a legal entity created by Political Subdivisions of the state and governed by trustees, and is the successor of the Texas Municipal League Group Benefits Risk Pool formerly operating under the name of the Texas Municipal League Insurance Trust Fund, which was established May 1, 1979; and

WHEREAS, the undersigned Employer Member represents that it is a Political Subdivision of the state and that its governing body has acted by majority vote, at a duly called and posted public meeting, to authorize and participate in this Interlocal Agreement; and

WHEREAS, the undersigned political subdivision has examined all the facts and issues it deems relevant and determined that it is in the best interest of the Political Subdivision, its Employees, officials, and retirees and their dependents to enter into this Interlocal Agreement and obtain the services provided by the TML IEBP in connection with one or more life, sick, accident and other health benefits provided to its employees, officials, and retirees and their dependents by becoming a member of the TML IEBP;

WHEREAS, the TML IEBP represents that it is a "local government" qualified to enter into this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, the undersigned Political Subdivision, together with other political subdivisions executing identical or substantially similar Interlocal Agreements, enters into this Interlocal Agreement for the purpose of obtaining services for the administration of one or more life, sick, accident and other health benefits provided by the Political Subdivision. The services will be provided under the authority of the laws of the State of Texas including the Interlocal Cooperation Act (Chapter 791, Government Code). The Employer Member hereby designates the TML IEBP as its instrumentality to administer the business and supervise the performance of the Interlocal Agreement. The conditions of membership in the TML IEBP are agreed upon by and between the parties as set forth hereinafter.

1. When used in this Interlocal Agreement, the capitalized terms shall have the meanings specified in this paragraph unless the context clearly requires otherwise:

"Board of Trustees" or "Board" or "Trustees" means the trustees selected pursuant to the Trust Agreement Establishing the TML Intergovernmental Employee Benefits Pool to supervise the operation of the TML IEBP.

"Employer Member" means a Political Subdivision entering into this Interlocal Agreement.

"Plan" or "Plans" mean the health benefit plan(s) established and provided by the Employer Member.

"Political Subdivision" means any legal entity included within the definition of political subdivision in Chapter 791, Government Code.

"TML IEBP" means the TML Intergovernmental Employee Benefits Pool.

"Interlocal Agreement" means the TML Intergovernmental Employee Benefits Pool Non-Risk Participating Member Interlocal Agreement.

2. The Employer Member agrees to be bound by this Interlocal Agreement and the Trust Agreement Establishing the TML Intergovernmental Employee Benefits Pool, and the policies and procedures established by the TML IEBP which collectively establish the conditions for membership in the TML IEBP.
3. TML IEBP and the Employer Member will comply in all respects with their respective obligations under the Group Benefits Services Agreement which is affixed hereto and incorporated for all purposes as if fully set out herein. The payments required to be made by the Employer Member under the terms of the Group Benefits Services Agreement shall be made at Austin, Travis County, Texas on the dates and in the amounts as the TML IEBP requires for providing services. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by law on the balance of any payment or contribution not paid when due. All such payments and interest shall be paid from then current revenues.
4. Except as may be otherwise specified in the TML IEBP Trust Agreement Establishing the TML Intergovernmental Employee Benefits Pool, this Interlocal Agreement may be terminated by either the Employer Member or the TML IEBP in accordance with the terms of the attached Group Benefits Services Agreement.
5. The Employer Member shall furnish all the information the TML IEBP deems necessary and useful for the purposes of this agreement and shall abide by the policies and procedures adopted for the administration of the benefits plan. The TML IEBP may amend its policies and procedures at the time of annual renewal of this agreement and its Trust Agreement Establishing the TML Intergovernmental Employee Benefits Pool at any time to the extent it deems advisable except that no amendment shall change the purpose of the TML IEBP.
6. Each Employer Member will designate and appoint a coordinator of department head rank or above and agrees that the TML IEBP shall not be required to contact or provide notices to any other person. Further, any notice to, or agreement by an Employer Member's Coordinator, with respect to services or claims hereunder, shall be binding on the Employer Member. The Employer Member reserves the right to change the coordinator from time to time by giving written notice to the TML IEBP.
7. The Employer Member hereby appoints the TML IEBP as its agent to act in all matters pertaining to the processing and handling of claims and agrees to cooperate fully and provide all information necessary.
8. Each Employer Member, as Plan Administrator, retains the right, duties and privileges of the Plan Administrator and acknowledges it has responsibility for compliance with the state and federal laws applicable to employee benefits. For purposes of delivery of any Continuation of Coverage notices, TML IEBP is not the Group Administrator for any Employer Member unless and until a separate contract for administration of Continuation of Coverage is entered into between TML IEBP and that Employer Member.
9. The Employer Member agrees to indemnify and hold harmless the TML IEBP for all claims, damages and expenses, including but not limited to attorney's fees and costs of court, arising out of acts or omissions of officers or employees of the Employer Member in connection with the Plan. The Employer Member agrees to pay all such claims, damages, and expenses out of current revenues at the time the obligation is determined. In the event current revenues are inadequate to fund the obligation at the time it is determined, the Employer Member agrees to take the appropriate budgetary action sufficient to pay the obligation.

10. The Employer Member and the TML IEBP may contract for additional administrative services related to the Employer Member's employee benefit programs.
11. No bond is required of the Board of Trustees of the TML IEBP.
12. If any part of this Interlocal Agreement, save and except paragraph 3, is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Interlocal Agreement shall be in Austin, Travis County, Texas.
13. This agreement with attachment represents the complete understanding of the TML IEBP and the Employer Member and may not be amended, modified or altered without the written agreement of both parties.
14. The term of this Interlocal Agreement shall be concurrent with that of the Group Benefits Services Agreement which is affixed hereto. Absent notice of termination, the Employer Member may annually renew and extend this Agreement by executing and returning the Group Benefits Services Agreement.

**This Interlocal Agreement is entered into for the Employer Member** under authorization of

\_\_\_\_\_ (EMPLOYER MEMBER)

at duly called meeting held on \_\_\_\_\_ (Date of Meeting)

By \_\_\_\_\_ (SIGNATURE) (Typed or Printed Name)

Authorized Official Title \_\_\_\_\_

Date \_\_\_\_\_

**This Interlocal Agreement entered into and Appointment Accepted By:**

The TML Intergovernmental Employee Benefits Pool at Austin, Texas

By \_\_\_\_\_

Date \_\_\_\_\_

**TO BE COMPLETED BY EMPLOYER MEMBER:**

**EMPLOYER MEMBER BENEFITS COORDINATOR**

Name \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Street Address (if different from above) \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

# SUMMARY

- Claims Administration will be more efficient.
- Hospital and Physician Networks expanded.
- Report format, type and frequency enhanced.
- Time and Labor for COBRA/HIPAA will be reduced.
- Electronic Enrollment will be compatible with Pentamation Software and dispersed to ancillary vendors.
- Ancillary Products will be enriched and affordable.
- Business Continuity Plan ensures no disruption of business.
- Overall Program Costs will be held to single digit trend increase.