

**ADDENDUM/ELECTION
TO INTERLOCAL AGREEMENT FOR PURCHASING COOPERATIVE**

This addendum/election to the Interlocal Agreement is made and entered into by and between CAS-Claims Administrative Services, Inc., and Frisco Independent School District, participating Cooperative Member that has previously adopted the terms of the Interlocal Agreement for Purchasing Cooperative. The purpose of this addendum/election is to memorialize the decision of the Cooperative Member to modify its original decision as a participant in the Interlocal Agreement for Purchasing Cooperative, wherein the undersigned cooperative member has elected to withdraw from the pool agreement and has selected a stand-alone option for the years beginning on July 1, 2026, and to terminate on June 30, 2027. This agreement for the stand-alone election shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of the original agreement. The undersigned representative has the authority to act and bind the Cooperative Member represented herein and by signing this election addendum, hereby binds the Cooperative Member for this election during the period stated herein.

By the Cooperative Member's election to select a standalone option, all provisions under the Interlocal Agreement for Purchasing Cooperative that relate to the risk pool sharing arrangements will no longer apply for the years that the standalone agreement is in effect. The cooperative signing member hereby ratifies and reaffirms all other obligations (those outside the pooling agreements) regarding the operations of the interlocal agreement and ratifies those terms as if set forth herein verbatim.

The Cooperative Member selects the following services and stand-alone options through the Program Administrator (CAS-Claims Administrative Services, Inc.) as follows:

Annual Pricing

Service	Fees
Annual Administration Fee	\$7,500 Annually
Per Bill Fee	\$8.50 per bill
Indemnity Claim	\$995 per claim
Medical Only Claim	\$195 per claim
Report Only Claim	\$25 per claim
Special Services Fee	\$57,500 Annually

The accepted definition for each of these claims is:

Indemnity Claim – each claim where an indemnity reserve is established under the reasonable expectation that an exposure exists, whether or not any indemnity payment is ever made; any claim that requires a full investigation; any claim that requires a recorded statement; any claim that involves subrogation potential; any claim that results in lost time; any claim that is questionable in nature; any claim where fraud is suspected or reported; any claim in which the level of medical treatment reaches an incurred reserve of more than \$5000.

Medical Only Claim – each claim where no lost time occurs and an indemnity claim is never established, but where a medical reserve of \$5000 or less may be set based upon the reasonable expectation that an exposure exists and/or medical benefit payments are made to a legally defined health care provider.

Information Only Claim – each claim where an incident only is reported but there is no injury or only minor injury (example: paper cut) with no outside, professional medical treatment sought, and alleged injury does not involve a back or neck injury, or list “pain” as the sole complaint, and no medical or income benefits are sought or paid.

The following Services are not included in the Service Fees detailed above:

All Generally Acceptable Allocated Loss Expenses, including but not limited to

- Field Case Management
- Telephonic Case Management
- Rehab/Vocational Case Management
- Pre-Authorization
- Out of Network Hospital Bill Review
- Peer Reviews
- Subrogation;

Claims occurring outside continental United States;

Any special projects to gather information for the Client or unusual narrative claims reports requested by the Client.

The carrier shall comply with The Texas Workers' Compensation Act Statutes

- 1) Incident Reporting
 - a. FISD will report WC incidents via claimsmail@cas-services.com. CAS will process claim and complete a DWC-1.
 - b. FISD will complete the DWC-3.
 - c. CAS will complete a DWC-6 based off FISD's work status change notification. CAS adjuster will enter the pay period date range for the DWC-6. CAS adjuster will call FISD WC Specialist to verify pay period date range when necessary.
 - d. CAS acknowledgement will be generated by Claim Verification email and assigned as:
 - i. Info only
 - ii. Med only
 - iii. Indemnity
- 2) Initial Investigation
 - a. The investigation will begin within 24 hours of CAS receipt of the claim (excluding weekends and holidays).
 - b. Adjuster 2- or 3-point contact must be completed and documented within 48 hours. Initial contact with injured worker should be established by phone within 24 hours.
 - c. Any circumstances which prevent the completion of contact within the 48-hour timeframe should be documented.
 - d. Injuries requiring special attention such as Catastrophic, Occupational Disease/Cumulative Trauma/Repetitive Motion
 - i. The FISD WC specialist should be contacted on these types of claims to provide internal information and resources. A determination will be made regarding the assignment of an FCM/TCM.
 - ii. FISD WC Specialist should be contacted prior to acceptance or denial these types of claims.
 - e. Recorded Statements
 - i. CAS adjuster will take a recorded statement in the following circumstances:
 - If a PLN-1 denial is anticipated
 - At Frisco ISD's request
 - Questionable claims
 - Subrogation Files
 - ii. Exceptions should be discussed w/FISD WC Specialist and documented in the CAS portal notes.
 - iii. Document the completion of the recorded statement in the notes and provide a brief overview.
 - f. Video Footage
 - i. FISD WC Specialist will request & secure camera footage from the site only if it was confirmed the video camera was located. Once obtained it will be sent to CAS via dropbox.

- g. Subrogation
 - i. Shall be documented by the assigned CAS adjuster in the notes regardless of whether subrogation is relative or not.
 - ii. CAS adjuster will coordinate subrogation with FISD Risk Management personnel for the duration of the claim.
 - h. Compensability & Plan of Action
 - i. Once the investigation phase is complete, a determination of compensability and plan of action should be documented.
 - ii. CAS Adjusters consult with FISD prior to DDE and RME requests.
- 3) Claims
- a. Coding
 - i. FISD WC Specialist will review FROI for accuracy.
 - ii. CAS personnel shall accurately enter FROI into the claims package.
 - b. Outside Surveillance or Investigation
 - i. Outside investigation is an additional expense and must be approved in advance by FISD as well as documented in the CAS portal notes.
 - ii. Document SWIB submission and a brief overview of findings.
 - c. Wage Verification
 - i. FISD WC Specialist will complete the DWC3 wage statement.
 - ii. If wage information is received and appears to be incorrect, missing necessary information, CAS adjuster please contact the appropriate FISD WC Specialist to discuss.
 - d. Employment Verification & Status
 - i. The adjuster must verify employment status throughout the handling of the claim.
 - ii. FISD WC Specialist will request a DWC-6 when an employee resigns or is terminated. FISD will also provide the letter of resignation when available.
 - e. Delays & Denials
 - i. When the adjuster places a claim on delay for further investigation, adjuster should email FISD to notify of the delay and the decision date.
 - ii. FISD must be notified prior to denying a claim so the applicable team members can be advised.
 - iii. Denials and disputes must be documented within the CAS portal notes.
 - iv. PLNs should be emailed to FISD workerscomp@friscoisd.org
 - f. Reserves
 - i. Every reserve should be associated with a note entry.
 - ii. Reserve evaluation should include claim specifics such as age, mechanism of injury, and co-morbidities.
 - iii. Contribution should be noted. If contribution is not applicable, it should be noted so the reviewer understands the issue has been considered.

- iv. Reserves should be reviewed at a minimum of every 90 calendar days.
- g. Benefit Payments
 - i. All benefits will be paid in compliance with State requirements and medical opinion by the assigned CAS adjuster. If the 15th day of lost time falls on a weekend/holiday payment should be issued the last working day.
 - ii. It is imperative that the adjuster perform the appropriate due diligence to verify and maintain work and medical status to ensure the applicable benefits are paid timely and accurately to avoid overpayments of disability benefits and/or indemnity benefits.
 - iii. FISSD WC Specialist will attempt to obtain an Election of Benefits letter within 7 days of lost time from the injured worker. EOB Letter will be emailed to adjuster once obtained.
 - iv. CAS Adjuster keep in mind Frisco ISD adopted day work calendars, NEOE for days such as Spring/Fall/Winter breaks, holidays, and staff development days.
 - v. FISSD WC Specialist will notify the CAS adjuster annually via email of the Frisco ISD adopted contract calendar annually.
- h. Diaries/Supervision
 - i. Indemnity claims will have a documented claim diary note in the file at a minimum of every 90 calendar days.
 - ii. Supervisory involvement, review, value-added recommendations should be documented in the claim notes at a minimum of every 90 calendar days.
- i. Ongoing Claims Management & Advocacy
 - i. It is Frisco ISD's intent to return an injured employee to pre-injury status as soon as possible in the most cost efficient and effective manner available. Throughout the duration of a claim, CAS shall provide a proactive approach making every effort to assist the injured employee while controlling the claims cost.
 - ii. The CAS adjuster shall coordinate and track doctor's appointments, review work status reports for accuracy, and verify the injured worker attended scheduled appointments. This must be documented in the notes by the CAS adjuster.
- j. Return to Work Program
 - i. Timely documentation of work restrictions is important and shall be communicated to Frisco ISD Risk Management Personnel when information becomes available.
The adjuster will work with injured employee, doctor, NCM/TCM if one is assigned to coordinate a return to work as early as it is medically appropriate.
The following tools/resources are available:

Job descriptions and in certain circumstances Ergonomic Assessments

- ii. FISD will return injured employees to work as early as possible using adjusted hours, transitional tasks, and will consider other alternatives. WC Specialist will request via email a bona fide offer of employment via template.
- k. Excess Carrier Reporting
 - i. Status report shall be completed by the CAS adjuster for CAT claims per the current Frisco ISD retention policy provisions.
 - ii. CAS adjuster shall email FISD Risk Management personnel the status report to workerscomp@friscoisd.org
- l. Compensability
 - i. CAS adjuster must consult with FISD Risk Management personnel prior to entering a benefit dispute agreement for any dispute resolutions. The CAS adjuster will review the agreement to ascertain that it complies with the Act, rules and Division policy.
- 4) Legal
 - a. Prior to assigning defense counsel, contact the FISD WC Administrator for approval of assigned counsel.
 - b. CAS Adjuster send FISD legal budget via email.
 - c. CAS adjuster shall notify FISD of hearings. FISD should be copied on status updates.
- 5) Case Management
 - a. Prior to assigning case management, contact the FISD WC Administrator for concurrence of assignment.
 - b. Field Case Management
 - c. Telephonic Case Management
 - d. Utilization Review
 - e. CAS adjuster or FCM/TCM if one is assigned will monitor pre-authorization requests that are received by IMO to ensure they are processed within 72 hours/three business days.
- 6) Other
 - a. CAS must send TIBs reports every Monday and Friday to designated FISD personnel via email.
 - b. CAS will update Optimum Care Program and create new posters if necessary.

Frisco Independent School District
(Name of Local Government Entity)

By: _____

Name Printed: _____

Title: _____

Date: _____

Address for Notices:

CLAIMS ADMINISTRATIVE SERVICES, INC.

By: _____

Name Printed: _____ Rick Fisher

Date: _____