

Closed on 3/13/98

TEXAS TURNPIKE AUTHORITY
BOARD OF DIRECTORS MEETING
JULY 9, 1997

RESOLUTION NO. 1736

RESOLVED, that the Executive Director be and he is hereby authorized to execute an Interagency Cooperation Contract between the Texas Turnpike Authority and the State Office of Risk Management (the "Risk Manager") under which the Risk Manager will administer the North Texas Tollway Authority's Workers' Compensation Program for the period September 1, 1997 through August 31, 1998 at an estimated reimbursement to the Risk Manager of \$50,000.

STATE OF TEXAS

STATE OFFICE OF RISK MANAGEMENT

INTERAGENCY COOPERATION CONTRACT

This contract is entered into by and between the State agencies shown below as Contracting Parties pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act" TEX. GOV'T CODE ANN., § 771.001 et seq.

I. CONTRACTING PARTIES:

The RECEIVING AGENCY:	North Texas Turnpike Authority (NTTA) formerly Texas Turnpike Authority (TTA)
The PERFORMING AGENCY:	State Office of Risk Management (SORM) formerly Office of the Attorney General

II. PURPOSE:

The PERFORMING AGENCY will provide workers' compensation claims adjuster services to the NTTA for workers' compensation claims with dates of injury prior to September 1, 1997. Workers' compensation claims filed prior to September 1, 1997, represent injury claims for employees of the former TTA. The PERFORMING AGENCY will not accept or perform workers' compensation adjusting services for claims with a date of injury on or after September 1, 1997.

III. STATEMENT OF SERVICES TO BE PERFORMED:

Full range of workers' compensation adjustment services, required by the RECEIVING AGENCY up to the total dollar amount specified herein, excluding legal representation before the courts of Texas of the United States Federal Courts. PERFORMING AGENCY is authorized to provide any or all of the services by subcontracting with other entities or individuals for the services. The services to be provided are:

- Evaluating each injury report for compensability
- Preparation of all required documents and forms
- Maintaining a current file on each injury
- Reviewing medical reports
- Reviewing medical bills and approving for payment when appropriate
- Monitoring medical progress and recovery of injured employees

- Attending pre-hearing conferences, Benefit Review Conferences, and Contested Case Hearings
- Settling cases by compromise settlement agreement when appropriate, and
- Assisting attorneys on litigation

RECEIVING AGENCY expressly understands and agrees that PERFORMING AGENCY may, at its sole option, sub-contract any or all of the above services.

IV. BASES FOR CALCULATING REIMBURSABLE COSTS:

The PERFORMING AGENCY will bill the RECEIVING AGENCY for the services it receives from the PERFORMING AGENCY on a monthly basis based on rates for the personnel providing the services. To the monthly amount will be added all other direct costs incurred by the PERFORMING AGENCY.

Addendum A, attached hereto and incorporated herein, contains a breakdown of the monthly costs which are expected to comprise the total dollar amount of this contract.

V. CONTRACT AMOUNT:

The total amount of this contract shall not exceed seventy one thousand dollars (\$71,000.00). Nothing herein shall prevent the parties from increasing the total amount of this contract at a later date.

VI. PAYMENT FOR SERVICES:

The PERFORMING AGENCY will provide the RECEIVING AGENCY monthly billings for the services performed under this contract. The RECEIVING AGENCY shall timely reimburse the PERFORMING AGENCY for all billing in accordance with Article IX, Budget Policy and Appropriation Management, §78 of the General Appropriations Act, House Bill 1, 75th Legislature. Reimbursements with funds contained in the State Treasury shall be made via Uniform State Accounting System (USAS) funds transfers, which shall be initiated by the PERFORMING AGENCY. The RECEIVING AGENCY shall provide the PERFORMING AGENCY with all necessary USAS coding elements.

Reimbursements with funds outside the State Treasury shall be made by the RECEIVING AGENCY in the form of warrants issued for payment to the PERFORMING AGENCY.

All reimbursements must be drawn on the appropriation item or account of the RECEIVING AGENCY from which the RECEIVING AGENCY would ordinarily make expenditures for similar services or resources. Reimbursements received by the PERFORMING AGENCY shall be credited to appropriation items or accounts from which the PERFORMING AGENCY made the expenditures for the services or resources.

II. TERM OF THE CONTRACT:

This contract shall begin on September 1, 1997, and shall terminate August 31, 1999, or at any time prior to that date by mutual agreement of the Contracting Parties. Any such agreement must be made in writing and signed by both parties.

VIII. CERTIFICATIONS:

The undersigned Contracting Parties do hereby certify that (1) the services specified above are necessary and authorized; (2) this Contract is not prohibited by TEX. GOV'T CODE ANN., § 771.003, Subsections (b) or (c); and (3) the services provided herein do not constitute information resources technologies and are not subject to TEX. GOV'T CODE ANN., Chapter 2054.

The RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 366, Texas Transportation Code and Senate Bill 370, Article 8, 75th Legislature.

The PERFORMING AGENCY further certifies that it has the authority to perform the services contracted for by authority granted in Texas Labor Code, Chapters 412 and 501.

The undersigned parties bind themselves to the faithful performance of this Contract.

IX. AMENDMENTS:

Any amendment to this Contract must be made in writing and agreed upon by the Contracting Parties.

RECEIVING AGENCY
North Texas Turnpike Authority

By: [Signature]
Authorized Signature

Title: Dir. of Admin.

Date: 3-13-98

PERFORMING AGENCY
State Office of Risk Management

By: [Signature]
Authorized Signature

Title: _____

Date: _____

ADDENDUM A

Currently estimated costs subject to reimbursement under the contract:

<i>Administrative Costs:</i>	<i>Monthly</i>	<i>FY98-99</i>
50% Disability Determination Officer III	\$1,244.50	\$29,868.00
25% Administrative Technician II	\$455.25	\$10,926.00
Travel Expenses	\$1,000.00	\$24,000.00
Other direct case or matter expenditures	\$250.00	\$6,000.00
TOTAL	\$2,949.75	\$70,794.00