

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date:

Contract/Agreement Vendor:

Name of Vendor & Contact Person

 Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date

Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: *Cathy Metvelis*

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin:

Leadership Team Member: *Natalie Eneff*

Funding Source:
Fund/Project OCAS Coding

RENEWAL OF CONTRACT FOR FY23 FOR THIRD PARTY ADMIN SERVICES FOR THE DISTRICT'S SELF-FUNDED WORKERS COMPENSATION PROGRAM. THERE IS NO INCREASE FROM FY22.

Consent

Action

Summary

This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

SERVICE CONTRACT

This contract is made effective July 1, 2022, between Broken Arrow Public Schools (**BAPS**) and **Two Oaks Investments, LLC**, dba **Consolidated Benefits Resources (CBR)**.

Recitals:

- BAPS desires to retain CBR to provide services for workers' compensation claims administration.
- CBR conducts and operates a claims management program for the prevention, investigation, processing, accounting, and payment of workers' compensation claims.

IN CONSIDERATION of the following terms and provisions, BAPS and CBR agree regarding self-insurance claims subject to the Oklahoma Workers' Compensation Code or Administrative Workers' Compensation Act as follows:

CBR Agrees To:

- Provide a workers' compensation claims management program in accordance with the highest standards of its profession and CBR's usual and customary practices including, but not limited to:
 - Compliance with BAPS's claim requests during the life of the contract.
 - Preparation and/or assistance with the filing of the Oklahoma MITF quarterly reports, the Oklahoma MITF annual reports, and Oklahoma Workers' Compensation Commission renewal.
 - Approve and pay medical bills, after reviewing and reducing them after application of the Medical Fee Schedule, utilization of PPOs for additional discounts, and review of the ODG guidelines for utilization review.
- Provide copies of documentation designating CBR's Oklahoma licensed adjusters upon request.
- Attend scheduled meetings with representatives of BAPS to review and discuss claims and loss prevention strategies.
- Coordinate receipt of information and reports with outside medical providers in support or denial of an alleged injury.
- Investigate all submitted claims to determine validity in establishing that temporary total disability exists and make payment on a weekly basis.
- Determine validity and make payment of all Permanent Partial Disability (PPD), Permanent Total Disability (PTD), Vocational Rehabilitation, Taxes, Fees, and any other costs or benefits due under the statutes.
- Develop work related injury claim files after receipt of the First Notice of Injury.
- During the term of the Contract, and any extensions or renewals of the Contract, maintain in good standing its permit issued by the Oklahoma Workers' Compensation Commission to act as a servicing organization.
- Generate at least monthly unit or participant loss analysis reports with Plan totals to reflect medical and indemnity payments, reserves, litigation status, expense reconciliation and alphabetical claim listing.

- Maintain insurance coverage which reflects the following:
 - Statutory workers' compensation
 - \$1 million errors and omissions
 - \$500,000 fidelity bond or employee dishonesty policy
 - \$1 million combined single limit of general liability, owned automobiles, non-owned automobiles, or hired automobiles.
- Medical management assignments will be jointly approved by BAPS and CBR's claim supervisor prior to issuance. Said assignments will be issued on serious injuries when such professional management dictates, and when such cost will be accepted and approved by BAPS.
- Obtain recorded statements and/or personal interviews of all new reports of injury that are questioned by participants or questionable in the view of CBR regarding compensability.
- Process all bills for payment and notify adverse party as to the amount of the claim.
- Aid in protecting the subrogation rights of BAPS.
- Coordinate Legal defense with outside attorney selected by BAPS.
- Coordinate Excess Insurance filings for BAPS. These filings include file quarterly loss data reports, notify and coordinate claims that penetrate the SIR or Aggregate layer, file necessary reports to obtain claim reimbursement from the Excess Carrier and remit reimbursements to BAPS.
- Submit data pursuant to Medicare Section 111 on behalf of BAPS.
- Submit applicable data to the Insurance Services Office on behalf of BAPS.
- Submit applicable data to the Oklahoma Workers' Compensation Commission on behalf of BAPS.

BAPS Agrees To:

- Provide appropriate personnel to coordinate workers' compensation claims between CBR and BAPS.
- Authorize settlements when warranted. Provide settlement authority to CBR within an amount to be determined by BAPS.
- Choose legal representative and pay all legal fees directly related to each claim file if such fees are generated and approved by BAPS.
- File all CC-Form 2's or equivalent with CBR within 1 day of the date BAPS was notified of the injury, or as soon as practicable.
- Timely fund claims payment account.

Service Fees:

In consideration of the services outlined in this contract, the service fees will be as follows:

CBR will charge a fee of \$39,600. This is payable monthly at a rate of \$3,300 per month.

25 hours of loss control assistance is included in this service. BAPS and safety professional will negotiate the services provided.

Terms and Cancellation Rights:

The contract is a "life of contract" in that should the contract terminate, CBR's role and services cease. If open claims remain when the contract has been terminated and these claims still require professional services, CBR's services can be extended beyond the termination date if mutually agreed upon by both parties. Service fees for an extension are also subject to agreement by both parties.

The term of this contract shall remain in force and effect for a period from July 1, 2022, through June 30, 2023, subject to the cancellation right in this paragraph.

In the event BAPS files for Chapter 7 or Chapter 11 bankruptcy protection or loses/surrenders its permit to self-insure in Oklahoma, this contract will terminate 30 days after date of filing of bankruptcy or ending date of the Oklahoma self-insurance permit. CBR's services can be extended beyond this contract termination date if mutually agreed upon by both parties.

In the event BAPS deems that CBR is not performing its services in the industry's usual and customary manner, BAPS will give CBR written notice by certified mail specifying the way BAPS deems that CBR has failed to perform its services. CBR shall have 30 days from receipt of notice in which to correct defects in its performance. If the defects are not corrected, BAPS may cancel this contract on 30 days written notice to CBR. Likewise, CBR may cancel this contract with 30 days' notice to BAPS if BAPS fails to perform any material obligation under this Contract and BAPS fails to correct defects of their performance obligations.

Either party may cancel this contract without cause upon (60) sixty days' notice of the other party's receipt of written notice of cancellation.

Official notice may be served in writing as follows:

Broken Arrow Public Schools
Attn: Cathey Metevelis
701 S Main St
Broken Arrow OK 74012

Consolidated Benefits Resources
Attn: Richard M. Fisher, President
PO Box 581630
Tulsa OK 74158

Complete Agreement:

This contract supersedes all prior understandings between the parties and may only be modified by further written agreement signed by the parties hereto.

Severability:

Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

Assignment:

This Contract may not be assigned by CBR without the express written approval of BAPS.

Records:

All records, of any kind, relating to this Contract or to claims received, reviewed, processed, or paid, shall be the property of BAPS and shall be available for inspection or audit by BAPS at any time. Upon termination or cancellation of this Agreement, all such records shall be held in trust by CBR for 6 months following the last transaction arising under this Agreement, unless demand for possession of any or all such records is made by BAPS whereupon any or all such records shall be immediately delivered by CBR to BAPS.

Signatures:

This contract is offered for execution jointly by BAPS and CBR.

Broken Arrow Public Schools

By _____

_____ **Date**

Consolidated Benefits Resources (CBR)

By _____

Richard M. Fisher, President

_____ **Date**