

# **Texas Municipal League Intergovernmental Risk Pool**

1821 Rutherford Lane, First Floor • Austin, Texas 78754

## **GROUP CRITICAL ILLNESS INTERLOCAL AGREEMENT**

This Group Critical Illness Interlocal Agreement (hereinafter referred to as “Agreement”) is entered into by and between political subdivisions of this state (hereinafter referred to as “Electing Pool Members”). This Agreement is specifically for the Electing Pool Members to acquire and access Group Critical Illness Coverage, as required by House Bill 4144, passed in the 89th Texas Legislative Session (hereinafter referred to as the “Coverage”). Under this Agreement, the Texas Municipal League Joint Self-Insurance Fund (hereinafter referred to as the “Fund”) will act only as the initial holder of the Coverage.

### **WITNESSETH:**

The undersigned Electing Pool Member, in accordance with the Interlocal Cooperation Act, Tex. Gov’t Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Electing Pool Members for the purpose of acquiring and accessing the Coverage. The conditions of membership agreed upon by and between the parties are as follows:

1. Other definitions of terms used in this Agreement:
  - a. Administrator. Refers to the entity administering the Coverage.
  - b. Provider. Refers to the entity issuing and providing the Coverage.
2. In consideration of the execution of this Agreement by and between the Electing Pool Members and the Fund, the coverage elected by the Electing Pool Member is afforded according to the terms of the Coverage provided by the Provider.

Each Electing Pool Member agrees to adopt and accept the coverage, provisions, terms, conditions, exclusions, and limitations as further provided for in the Coverage. This Agreement shall be construed to incorporate the Coverage, Declarations, and Agreements and addenda whether physically attached hereto.
3. It is understood that by participating in this risk-sharing mechanism to cover liability exposures, the Electing Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Electing Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Agreement does not agree to expand those limitations.
4. The term of this Agreement and the Coverage provided to the Electing Pool Member shall be continuous commencing 12:01 a.m. on the date designated in the Coverage until terminated by the Electing Pool Member as provided in the Coverage, or until terminated for any reason by the Fund by providing 60 days’ written notice to the Electing Pool Member. Changes to the Agreement made during the term, whether requested by the Electing Pool Member or required by the Fund, will be handled by written agreement.
5. The Electing Pool Member agrees that it will appoint a contact of department head rank, and neither the Administrator, the Provider, nor the Fund shall be required to contact any other individual except this one person. Any notice to or agreements with the contact shall be binding upon the Electing Pool Member. The Electing Pool Member reserves the right to change the contact from time to time by giving written notice to the Administrator, the Provider, and the Fund.
6. The Electing Pool Member, via this Agreement, is electing to participate in the Fund only to the extent of acquiring and obtaining access to the Coverage. The Electing Pool Member shall not make contributions to the Fund nor receive the other coverages provided by the Fund, nor shall the Fund be liable for the payment of claims against or by the Electing Pool Member. The Fund shall only act as the initial holder of the Coverage. The Fund shall not handle any aspects of claims under the Coverage.

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ELECTING POOL MEMBER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE FUND, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS (INCLUDING REASONABLE ATTORNEY FEES), EVEN IF SUCH CLAIMS ARISE FROM THE NEGLIGENCE, WHETHER SOLE, JOINT, COMPARATIVE, OR CONCURRENT, OR ALLEGED NEGLIGENCE OF THE FUND, ITS TRUSTEES, OFFICERS, EMPLOYEES, OR AGENTS, THAT MAY BE ASSERTED AGAINST THE FUND ARISING OUT OF THIS AGREEMENT.**

The Fund shall not be liable for the administration or handling of claims by or against the Electing Pool Member under the Coverage. Electing Pool Members agree that the Provider and the Administrator are assuming all costs, liabilities, and risks arising from this Agreement and the Coverage, and agree that any grievances, claims, or suits by an Electing Pool Member arising from this Agreement and/or the Coverage shall be brought against only the Provider and/or Administrator.

In connection with claims within the scope of the Coverage, the Administrator shall provide the following services on behalf of the Electing Pool Member as confirmed specifically in the Coverage: overall claims administration; claims servicing including investigation and recommendations; periodic meetings with the Electing Pool Member's contact or claims committee; claims handling; storage and retention of claims records; periodic reports detailing claims and loss information and history. The Electing Pool Member shall comply with all reasonable requirements of the Provider and the Administrator.

**TO BE COMPLETED BY ELECTING POOL MEMBER:**

Electing Pool Member Fax Number \_\_\_\_\_

Fund Contact Information (if different from member)

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

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

**ELECTING POOL MEMBER'S FUND CONTACT (See Section 5):**

Member Name \_\_\_\_\_

Name of Contact \_\_\_\_\_ Title \_\_\_\_\_

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

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

City \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

**SIGNATURE OF AUTHORIZED ELECTING POOL MEMBER OFFICIAL**

\_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

Electing Pool Member's Federal Tax I.D. Number \_\_\_\_\_ - \_\_\_\_\_

**This Information is MANDATORY**

**TO BE COMPLETED BY FUND: (OFFICE USE ONLY)**

Effective Date of This Agreement \_\_\_\_\_

Member Name \_\_\_\_\_

Contract Number \_\_\_\_\_

**SIGNATURE OF AUTHORIZED FUND OFFICIAL**

\_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_