For the past several years FBS has been reviewing the options in offering a comprehensive group health program for our districts. The opportunity through the school's District Of Innovation (DOI) Plan became available this past year and we have been working to put a program together for school employees and their dependents.

We are excited to announce that we have secured an alternative medical plan for your district that can be offered alongside TRS-Active Care beginning September 1, 2020. Certainly, our excitement is softened by the COVID-19 pandemic and the challenges it brings to all of us, our families, and the educational process. However, as we look to the future we desire to increase member health and well-being, by providing an affordable premium and low out-of-pocket group medical plan to you and your staff.

The Texas Schools Health Benefits Program (TSHBP) is a regional rated, fully-funded, guaranteed cost program for Texas school districts. TSHBP is proud to offer a High Deductible Health Plan (HDHP) and a CoPay Plan (CPP). Both plans are designed so members can easily navigate through their health medical needs.

Highlights of our TSHBP offer:

- ✓ **Reduced Costs**

  The HDHP and the CPP both offer significantly lower premium rates compared to current TRS-ActiveCare rates. The Program is offering a two-year premium rate guarantee to all member districts.

  The HDHP is an embedded deductible plan with no coinsurance provisions which provides much lower out of pocket expenses to employees. The CPP is a unique plan where members pay a co-payment for services. Once the deductible is met, the plan pays 100% of all covered claim expenses.

- ✓ **Added Benefits**

  TSHBP offers our specifically designed Care Coordinator services (personal concierge) to support members with all their medical needs and specifically assist them will all facility care. The program also provides preventive services, a wellness program, and diabetic/disease management support for all members. Telemedicine, through MDLIVE, improves our members access to care while reducing claim costs.

- ✓ **Our Network**

  TSHBP utilizes a national network to provide physician and ancillary services access to all members. School districts will access the HealthSmart practitioner and ancillary only network to gain access to over 478,000 providers in over 1,222,000 unique locations across Texas and the United States.

FBS prides itself on customer service and always doing the right thing for school employees. We are 100% independent, so it is our goal to provide benefit products and services that best fit the needs of our clients' employees. We look forward to the opportunity to assist your district with this cost savings group medical program, the Texas Schools Health Benefits Program!

- *Your FBS health+ team!*

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Texas Schools Health Benefits Program (TSHBP)

2020-2021
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PROGRAM

ABOUT TEXAS SCHOOLS HEALTH BENEFITS PROGRAM (TSHBP)

The Texas Schools Health Benefits Program is a regionally rated, fully-funded, guaranteed cost program developed for Texas school districts. Our purpose is to support the school children of Texas. We do this by providing health benefit solutions to our dedicated teachers, administrators, and support staff so they can concentrate on what they do best – teaching and supporting our kids. It is our desire to increase member health and well-being and provide tools necessary to identify and manage the health of each and every member.

The TSHBP is proud to offer a variety of plans and benefits to meet school district needs. Plans for 2020-21 include our High Deductible Health Plan (HDHP) and our CoPay Plan (CPP). Both plans are designed so members can easily navigate through their health medical needs.

TSHBP plans are available for school district employees who are employed by participating districts and are active, contributing TRS members.

WTPSPC℠ *Member of the WTPS Purchasing Cooperative*

PLANS

HIGH DEDUCTIBLE HEALTH PLAN (HDHP)

The HDHP meets the IRS requirements to allow members to utilize a Health Savings Account (HSA) and therefore, claims and prescription payments apply to the deductible. The HDHP is an embedded deductible plan and has no coinsurance provision. Once your deductible is met, the plan pays 100% of all covered claim expenses.

This plan includes an integrated pharmacy benefit - meaning all eligible pharmacy claims apply to the medical deductible.

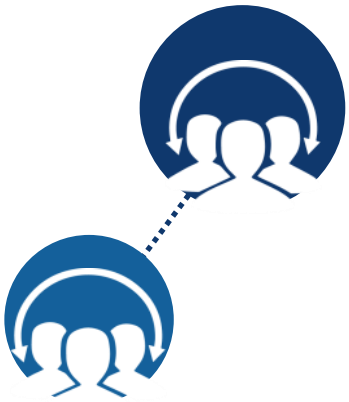
COPAY PLAN (CPP)

The CPP is a unique plan where members pay a co-payment for services. All co-payments apply to a deductible. Once the deductible is met, then the plan pays 100% of all covered claim expenses. The CPP plan is a simple to understand, easy to access plan design, built specifically for TSHBP members.

This plan also includes a pharmacy benefit with tiered co-pays.

ABOUT OUR NETWORKS

TSHBP utilizes a national network to provide physician and ancillary services access to all members. Enrolled school districts will access the HealthSmart practitioner and ancillary only network to gain access to over 478,000 providers in over 1,222,000 unique locations across Texas and the United States. Please note, hospitals are excluded from the PPO networks. All hospital and other medical facility based services are accessed via an assigned Care Coordinator.



TSHBP members will experience the lowest out-of-pocket costs for physician and ancillary medical services when utilizing network providers. Though members are free to see non-network providers, there are many advantages to using network providers.

HealthSmart®

VIRTUAL VISITS (TELEHEALTH)

Virtual Visits allow members to have a live consultation with an independently contracted board-certified MDLIVE doctor. Instead of going to the office, members can talk with a doctor while at home, work or any place. Virtual Visits can cost less than going to the urgent care clinic or emergency room.

MDLIVE®

Simple, non-emergency medical health conditions can be addressed via telephone, online video or the mobile app. The program's CPP provides a visit at no cost - $0 ($30 Consultant Fee for HDHP).

tshb℠ PROGRAM

PREVENTIVE SERVICES

Preventive Services are designed to comply with terms of the Patient Protection and Affordable Care Act (PPACA), current recommendations of the United States Preventive Services Task Force, the Health Resources and Services Administration, and the Centers for Disease Control and Prevention.

When using network physicians, certain age-specific and gender-specific preventive care services are paid at 100 percent and the deductible is waived. When preventive services and diagnostic or therapeutic services occur during the same visit, the member pays their deductible or copayment for the diagnostic or therapeutic service but not the prevention service.

CARE COORDINATORS - *SIMPLICITY*

The Care Connect program with its member assigned Care Coordinators replaces your PPO directory as the primary access point for all in facility care. While members still use a PPO for physician and ancillary services, all facility services will be accessed via the Care Connect program.

The Care Coordinator becomes a personal concierge for the members in the TSHBP we serve. While most health plans require members to navigate a complicated maze of in-network confirmation requirements plus rules and procedures in order to access quality healthcare. The Texas School Health Plan is designed so the Care Coordinator steps in on behalf of the member and fully supports the member through the process. Members and providers have one phone number to call for all needs. Care Coordinator will explain benefits, verify eligibility, answer questions, research quality on every encounter, schedule procedures and negotiate with facilities for best rates. The objective is the highest quality level of care while ensuring the member does not pay more than they should. Our goal is to simply and easily schedule the member with high quality, fair priced facilities in the easiest possible manner while supporting the member through all aspects of the health care continuum.

Because our Care Coordinators are searching for both cost and quality, we search broad geographic service areas to find the right fit for each member. Care Coordinators search locally, regionally and nationally to provide access to the best facility for each member. In the event travel of more than 50 miles is required to access a high-quality fair price facility, travel benefits are applied and members co-pays are lowered or waived completely. The Care Coordinator performs all research, negotiations and scheduling to ensure the member's health care needs are fully met.

CASE MANAGEMENT

TSHBP has case management professionals available to help identify immediate and ongoing member needs and plan courses-of-care with measurable goals and objectives. Case Management is closely coordinated with the Care Coordinators to assure appropriate follow-up care and post-procedure or severity based needs are met.

Case management is an integrated care approach to managing illness which includes member education, referral coordination, utilization review, screenings, check-ups, monitoring, education and individual care planning. The program can improve your quality of life while reducing health care costs if you have a chronic disease by preventing or minimizing the effects of a disease.

WORKING~WELL WELLNESS PROGRAM

AT TSHBP, it's all about truly investing in the overall well-being of your staff through year-round education, encouragement and inspiration. Helping your employees become healthier, safer, happier and more productive at work and at home, it is our commitment as employers to help replenish and retain our people so they can ignite our schools and community.

Prevention is key, and TSHBP is your partner in delivering and utilizing a wellness program to help decrease overall health costs, increase productivity with less absenteeism and improve employee morale and awareness. TSHBP Working~Well Wellness program is a unique wellness program that combines health and well-being, and includes key components to improve your employees' mental, physical, emotional, occupational health and well-being for overall quality of life.

Our strategy is to build a strong relationship with your designated Wellness Coordinator, offering support as they build your winning wellness program. Working~Well will provide your wellness coordinators an all-inclusive wellness program with support from TSHBP wellness representatives. In addition, the wellness program will include an employee wellness interest survey, quarterly newsletters (available in English and Spanish), weekly wellness & safety tips, and monthly national health observances.

Through targeted communications, the Working~Well Wellness Program helps encourage members to focus on lasting behavior by engaging, improving and maintaining their own health.

DIABETIC EDUCATION & SUPPORT

TSHBP provides the Living Connected diabetic management program at no cost to our diabetic members. This engaging program is designed to improve health and overall quality of life through technology, health coaching, and related healthcare services. With the support of qualified program nurses, diabetics can more thoroughly understand the nuances of their condition(s) and effectively implement changes that will enhance their overall quality of life.

Cellular enabled glucometers to identify when a testing diabetic participant needs immediate assistance and/or counseling. These at-risk readings trigger immediate interventions that help bring those readings back into range and the individual back to a healthier condition. These interactions at teachable moments help the diabetic patient understand how they can significantly improve their ability to maintain a healthier glucose level which in turn results in fewer ER visits, hospitalizations, and out of pocket expenses.

The Living Connected program provides the support necessary to successfully manage diabetes and includes:

- Cellular enable glucometer
- Nurse monitoring outreach calls for members testing outside of set parameters
- Nurse referrals to medical management clinicians for follow up as necessary
- Smartphone App
- 24/7 access to your personal health coach
- Educational materials and resource library

The Living Connected program provides test strips, control solution, lancing devices and blood glucose monitors to all program participants and automatically restocks based on testing frequency.

DISEASE MANAGEMENT

TSHBP provides the Living Well with Chronic Conditions program that helps identify and engage members who have, or are trending towards, one or more chronic conditions. This confidential program addresses common conditions such as asthma, chronic obstructive pulmonary disease, coronary artery disease, diabetes, and heart failure as well as rare chronic conditions, working through highly qualified Total Lifestyle Coaches who teach participants how to proactively manage their condition(s), reduce expenses, improve their health and overall quality of life.

PRESCRIPTION DRUG BENEFITS

TSHBP's pharmacy benefit is managed by Southern Scripts. Southern Scrips uses a Performance Drug List to provide members with a managed selection of pharmacy choices. Members on HDHP plans will pay 100% of the cost for medications until their medical plan deductible is met.

PRESCRIPTION CARD SERVICES - HDHP

Prescription Card Services	100% after Deductible
Supply Limit	30 days
Mail Order Service	100% after Deductible
Supply Limit	90 Days
Specialty Drugs	*Not Covered*

PRESCRIPTION CARD SERVICES – CoPay Plan

Prescription Card Services	100% after Applicable Copay
Supply Limit	30 days
Generic Drug	CVS/HEB/Wal-Mart/Costco: $0 Copay All Other Network Pharmacies: $10 Copay
Preferred Brand	$35 or 50% Copay; whichever is greater to a maximum of $100 per script
Non-Preferred Brand	$70 or 50% Copay; whichever is greater to a maximum of $200 per script
Mail Order Service	100% after Applicable Copay
Supply Limit	90 Days
Generic Drug	$0 Copay
Preferred Brand	$70 or 50% Copay; whichever is greater to a maximum of $200 per script
Non-Preferred Brand	$140 or 50% Copay; whichever is greater to a maximum of $400 per script
Specialty Drugs	*Not Covered*

The TSHBP covers the cost of specialty drugs when used in a facility setting as a component of a treatment plan and which are billed by the facility as a claim cost and following the payment parameters established in the plan document. The TSHBP will also pay for all specialty drugs which cost under $670 after a member's deductible has been met or their co-payment has been applied. If a member joins the TSHBP program and does require access to specialty drugs outside of a facility and the drug cost is more than $670, the TSHBP will not be able to pay for the drugs under the health plan coverage documents. The TSHBP has purchased an additional policy that will fund the specialty drug expense for a member for up to 90 days if alternative funding is not available for the drugs. The TSHBP and Southern Scripts will work with our patient advocate provider to help members gain access to publicly available Patient Assistance Programs (PAP) and Co-Pay Assistance Programs (CAP) that may provide funding for significant portions associated with specialty drugs. All prospective members are encouraged to review the medications they are currently taking prior to enrollment in the TSHBP.

BENEFITS PLAN OPTIONS

BENEFITS	HDHP MEDICAL PLAN In-Network	CoPay MEDICAL PLAN In-Network
Deductible – Individual	$3,000	$3,500
Deductible – Family	$9,000	$10,500
Out-of-Pocket Maximum – Individual	$3,000	$3,500
Out-of-Pocket Maximum – Family	$9,000	$10,500
Benefit Percentages Available	100%	100%

Office Visits (physician/chemical dependency/mental illness)		
Deductible	Applied	N/A
Benefit percentage	Deductible, the Plan pays 100%	$35 copay, then 100%
First-dollar benefit (chemical dependency/mental illness only)	Deductible, the Plan pays 100%	$35 copay, then 100%
Lab work		
Deductible, benefit percentage	Deductible, the Plan pays 100%	$0
Preventive Care		
Deductible, benefit percentage	Plan Pays 100%	Plan Pays 100%
Virtual Visits - MDLIVE		
Physician Services	$30 100% after deductible	$0 Plan Pays 100%
Chiropractic Visits		
Deductible, benefit percentage	Deductible, the Plan pays 100%	$55 copay, then 100%
Maximum visits per benefit period (combined)	20	20
Chiropractic X-Rays		
Deductible, benefit percentage	Deductible, the Plan pays 100%	$0
Diagnostic X-Ray		
Deductible, benefit percentage	Deductible, the Plan pays 100%	Hospital - $55 copay, then 100% Independent -$0
Hospital Services*		
Deductible, benefit percentage	Deductible, the Plan pays 100%	$500 copay, then 100%
Urgent Care		
Deductible, benefit percentage	Deductible, the Plan pays 100%	$50 copay, then 100%
Freestanding Emergency Room		
Deductible, benefit percentage	Deductible, the Plan pays 100% In & Out-of-Network	$500 copay, then 100% In & Out-of-Network
Emergency Room		
Deductible, benefit percentage	Deductible, the Plan pays 100% In & Out-of-Network	$500 copay, then 100% In & Out-of-Network

BENEFITS PLAN OPTIONS

Outpatient Surgery*		
Deductible, benefit percentage	Deductible, the Plan pays 100%	$500 copay, then 100%
Chemical Dependency (inpatient)*		
Deductible, benefit percentage	Deductible, the Plan pays 100%	$500 copay, then 100%
Bariatric Surgery		
Deductible, benefit percentage	Not Covered	Not covered
Home Health/Skilled Nursing Facility*		
Deductible, benefit percentage	Deductible, the Plan pays 100%	$500 copay, then 100%
Maximum visits per benefit period (combined)	60	60
Mental Illness (inpatient)*		
Deductible, benefit percentage	Deductible, the Plan pays 100%	$500 copay, then 100%
Rehabilitation Services (PT)*		
Deductible, benefit percentage	Deductible, the Plan pays 100%	$55 copay, then 100%
Hospice Care*		
Deductible, benefit percentage	Deductible, the Plan pays 100%	$500 copay, then 100%
Care Connect Coordinator ***Must contact for these services***	**Benefits ***	**Benefits ***

Prescriptions Drug Benefits			
Deductible, benefit percentage		Applies, 100%	Applicable copay applies
30 Day Supply Retail	Generic	Applies, 100%	CVS/HEB/Wal-Mart/Costco $0 Copay All Other Network Pharmacies: $10 Copay
	Preferred Brand	Applies, 100%	$35 or 50% Copay; whichever is greater to a maximum of $100 per script
	Non-Preferred Brand	Applies, 100%	$70 or 50% Copay; whichever is greater to a maximum of $200 per script
90 Day Supply Retail	Generic	Applies, 100%	$20 Copay
	Preferred Brand	Applies, 100%	$70 or 50% Copay; whichever is greater to a maximum of $200 per script
	Non-Preferred Brand	Applies, 100%	$140 or 50% Copay; whichever is greater to a maximum of $400 per script
Specialty Drugs		***Not Covered***	***Not Covered***

The TSHBP covers the cost of specialty drugs when used in a facility setting as a component of a treatment plan and which are billed by the facility as a claim cost and following the payment parameters established in the plan document. The TSHBP will also pay for all specialty drugs which cost under $670 after a member's deductible has been met or their co-payment has been applied. If a member joins the TSHBP program and does require access to specialty drugs outside of a facility and the drug cost is more than $670, the TSHBP will not be able to pay for the drugs under the health plan coverage documents. The TSHBP has purchased an additional policy that will fund the specialty drug expense for a member for up to 90 days if alternative funding is not available for the drugs. The TSHBP and Southern Scripts will work with our patient advocate provider to help members gain access to publicly available Patient Assistance Programs (PAP) and Co-Pay Assistance Programs (CAP) that may provide funding for significant portions associated with specialty drugs.

COMMITMENT AND RESOURCES

FINANCIAL BENEFIT SERVICES

FBS is an independent agency that acts in a consulting/broker capacity specializing in employee benefits. Located in Richardson, Texas, FBS was established in 1991. The founders of FBS have been serving public sector clients for over 40 years. It is our goal to assist employers with the management and administration of their employee benefit plans. Due to our dedication to clients and our knowledge in the insurance industry, our client base has grown to over 460 independent school districts and 15 of the 20 Educational Service Centers in Texas. FBS now employs 80 highly skilled professionals for our benefit consulting and an additional 130 individuals in our benefits technology department. Our main objective and focus are to meet the needs of our clients.

FBS continues to service districts through its Administration by providing a dedicated Account Executive (AE), Client Services Representative (CSR), and Benefit Specialist Representative (BSR) to implement the TSHBP. Together, your dedicated FBS Service Team will ensure an on-going quality experience for TSHBP members and their employees.

90 DEGREE BENEFITS

90 Degree Benefits is one of the largest, most diverse Third Party Administrators in the U.S. With operational offices located in Houston, San Antonio, Dallas, Corpus Christi, Lubbock, and Amarillo, we serve over 425,000 members across the country. 90 Degree Benefits provides full self-funded health plan administration while coordinating all aspects of plan operations with associated plan vendors. Our mission is to serve our customers through collaborative and courageous actions to exceed expectations and continually strive for the best outcomes for employers and their employees.

At 90 Degree Benefits, we strive to be a distinguished leader in the TPA industry, differentiating ourselves with benefits solutions for our client's continued success. As a partner for the TSHBP we will coordinate plan vendors and provide administration and customer service to all members. At 90 Degree Benefits, we have a national team of experts that partner with employers and brokers to help build the right benefits plan for their clients and members.

HEALTHSMART

HealthSmart is proud to be associated with the TSHBP. We are a Texas-based, comprehensive healthcare company that provides customizable, flexible and scalable health solutions for self-funded health plans to meet the unique needs of our clients and their employees and families that range from network access to case management to administration. HealthSmart Network Solutions' Physician and Ancillary Only Primary PPO contains approximately 478,000 contracted providers in over 1,222,000 unique locations across the country. At HealthSmart, we partner to provide every service that plan sponsors need to increase access, reduce healthcare costs and manage members with dignity and respect.

SOUTHERN SCRIPTS

Southern Scripts is a provider of pharmacy benefit management services that guarantee employers absolute freedom, control, and choice to their health plan structure. We strive to improve experiences and outcomes for everyone we serve while reducing the total cost of care. Founded and governed by clinical pharmacists, Southern Scripts is laser-focused on delivering significant savings to our clients through straight-forward pricing models and sound clinical management. Our thoughtful solutions combined with our high touch service and complete flexibility in pharmacy program design give our clients a la carte options to take back control of their plan.

ERMI

ERMI is a family-owned, independent risk management servicing firm. Since 1990, ERMI has focused on giving each client the dedicated attention and care they need to thrive. At ERMI, we are always reaching higher. . . serving people with passion and purpose.

ERMI's wellness program, Working~Well helps employees live healthier, safer and more productively through year-round education, encouragement, and inspiration. Focused on employee mental, physical, emotional and occupational health and well-being, Working~Well provides wellness campaigns, employee incentives, educational materials, safety, health and wellness newsletters and more! English and Spanish materials available.

REINSURANCE

The TSHBP is a fully-funded program that utilizes an AM Best "A" Excellent rated carrier with a financial size of XIV ($1.5 billion to $2.0 billion) for financial protection against unexpected claim losses. The carrier serves clients throughout North America from its headquarters in New York City. The financial protection eliminates all financial risk to the Program and its members

Questions?

Call: (800) 583-6908

Email: medical@fbsbenefits.com

Visit: www.fbsbenefits.com

Benefit Solutions For A Better Workforce

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tshb PROGRAM℠ | FBS health+℠

Region 14 Medical Rates

Texas Schools Health Benefits Program
Group Health Medical Rates - Fully-Funded
Effective 9/1/2020 – 8/31/2021

Region 14
Financial Benefit Services Member Districts

HIGH DEDUCTIBLE HEALTH PLAN (HDHP)

EMPLOYEE ONLY - $336.00

EMPLOYEE + CHILDREN - $643.00

EMPLOYEE + SPOUSE - $970.00

EMPLOYEE + FAMILY - $1,288.00

COPAY PLAN (CPP)

EMPLOYEE ONLY - $483.00

EMPLOYEE + CHILDREN - $778.00

EMPLOYEE + SPOUSE - $1,268.00

EMPLOYEE + FAMILY - $1,427.00

The TSHBP is a regional rated, fully-funded, guaranteed cost program for Texas school districts. The purpose of the plan is to support the school children of Texas. We do this by providing health benefit solutions to our dedicated teachers, administrators, and support staff so they can concentrate on what they do best – teaching and supporting our kids. We desire to increase member health and well-being and provide tools necessary to identify and manage the health of every member.

The TSHBP utilizes an AM Best "A" Excellent rated carrier with a financial size of XIV ($1.5 billion to $2.0 billion) for financial protection against unexpected claim losses. The carrier serves clients throughout North America from its headquarters in New York City. The financial protection eliminates all financial risk to the Program and its member districts.

2 Year Rate Guarantee

9/1/2020 – 9/1/2022 Interlocal Addendum

1. TSHBP and _____ISD (Member) agree that Member will be a TSHBP Member for the 2020-2021 through the 2021-2022 Participation Period. The TSHBP agrees to provide the Member with the same rates by tier and plan for the 2020-21 and the 2021-2022 participation period. The Member agrees that District's contribution remains comparable for the participation periods.

2. This Interlocal Addendum along with the most recently signed Interlocal Agreement shall represent the entire agreement and may not be amended or altered without the written consent of both parties.

3. If Member terminates this Addendum before 8/31/2022, a short-term cancellation penalty of five percent (5%) of Annualized Contributions for the 2020-2021 Participation Period will be due from Member and payable to TSHBP within 30 days after notice of termination is received.

4. Member Opt-Out Clause: If future reinsurance terms cause an unanticipated change in TSHBP's funding model that results in Member rates increasing overall by more than 5%, then the Member will have the option to reject the renewal and be released from this Addendum with zero penalty cost.

The undersigned agrees to this Addendum.

_____ _____

Authorized Signature *TSHBP Board Member - Signature*

_____ISD

_____ _____

Printed Name Printed Name

_____ _____

Date Date

Non-Appropriations Clause: This Addendum is subject to the appropriation of funds by Member in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Addendum for that fiscal year. The obligation of Member pursuant to this Addendum in any fiscal year for which this Addendum is in effect shall constitute a current expense of Member for that fiscal year only, and shall not constitute an indebtedness of Member of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Addendum, this Addendum may be terminated.

Supplemental Information

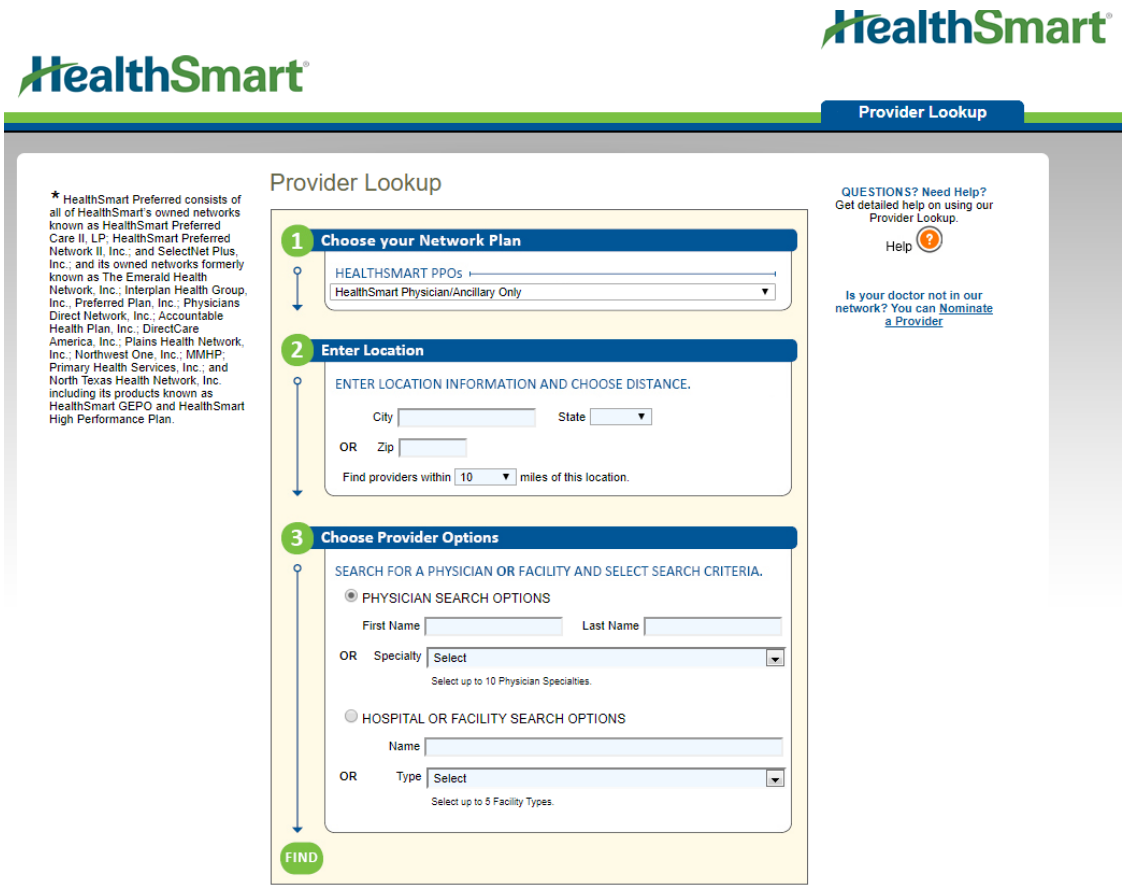
Network

TSHBP utilizes a national network to provide physician and ancillary services access to all members. Enrolled school districts will access the HealthSmart practitioner and ancillary only network to gain access to over 478,000 providers in over 1,222,000 unique locations across Texas and the United States. Please note, hospitals are excluded from the PPO networks. All hospital and other medical facility-based services are accessed via an assigned Care Coordinator.

TSHBP members will experience the lowest out-of-pocket costs for physician and ancillary medical services when utilizing network providers. Though members are free to see non-network providers, there are many advantages to using network providers. HealthSmart Network Solutions' Physician and Ancillary Only Primary PPO contains approximately 478,000 contracted providers in over 1,222,000 unique locations across the country.

It is easy to look up providers in your area by clicking on the link below. Your searches can be saved to your computer or sent to your email.

https://providerlookup.healthsmart.com/PhysicianAncillaryOnly



Prescription Drug Benefits

The TSHBP program offers a broad prescription drug program service. Members will enjoy easy access at name brand pharmacies as well as most smaller pharmacies. The prescription drug program was carefully crafted to provide the highest value to the largest set of membership. To receive pharmacy services, the member will simply present their prescription and TSHBP insurance card to the pharmacy and pay the applicable co-pay. The pharmacy program partners with Southern Scripts who offer a full prescription service in a completely transparent pricing model. Founded and governed by clinical pharmacists, Southern Scripts is laser-focused on delivering significant savings to the TSHBP through straight-forward pricing models and sound clinical management.

Specialty Drug Benefit

The TSHBP has taken a proactive approach to manage specialty drugs and assisting members who might require these drugs. While only 1% - 2% of the population in the U.S. are utilizing some type of specialty drugs[1], these drugs are often used to treat complex or rare chronic conditions.

The TSHBP covers the cost of specialty drugs when used in a facility setting as a component of a treatment plan and which are billed by the facility as a claim cost and following the payment parameters established in the plan document. The TSHBP will also pay for all specialty drugs which cost under $670 after a member's deductible has been met or their copayment has been applied.

If a member joins the TSHBP program and does require access to specialty drugs outside of a facility and the drug cost is more than $670, the TSHBP will not be able to pay for the drugs under the health plan coverage documents. The TSHBP has purchased an additional policy that will fund the specialty drug expense for a member for up to 90 days if alternative funding is not available for the drugs.

Additionally, to help members, Southern Scripts will work with Payer Matrix who will serve as a patient advocate provider to help individuals needing access to uncovered specialty drugs. Southern Scripts and Payer Matris will assist a member to help gain access to publicly available Patient Assistance Programs (PAP) and Co-Pay Assistance Programs (CAP) as well as other grants and assistance programs that may provide funding for significant portions or in some cases all costs associated with specialty drugs. The Care Connect coordinator will be available to assist any TSHBP member who requires access to specialty drugs to help them through this process.

All prospective members are encouraged to review the medications they are currently taking before enrollment in the TSHBP. A list of specialty drugs over $670 can be found at https://bit.ly/TSHBPspecialty

[1]*The 2019–20 Economic Report on Pharmaceutical Wholesalers and Specialty Distributors, October 2019*

Balance Billing Support

The Texas Schools Health Benefits Program (TSHBP) is built around a comprehensive physician and ancillary PPO network combined with a telephonic Care Connect program for access to medical facility based care. The Care Connect program is designed to assist members access care at high quality, fairly priced medical facilities. The Care Connect program involves member access to a Care Coordinator on an as-needed basis. In the event of an emergency, members may directly access emergency care without utilizing the Care Coordinator telephonic services. Directly accessed emergency care services will be paid by the Plan at the same maximum allowable reimbursement level as all other Plan services.

In the event a member receives a balance bill for a covered service, the TSHBP has engaged a patient advocacy firm who will work in coordination with the TSHBP's Care Connect program on the member's behalf to support the member and work directly with the provider or medical facility to negotiate an agreeable balance bill settlement. The patient advocate will work directly with the medical facility on behalf of the member. During this process, the member may be required to provide information to the assigned Care Coordinator so the patient advocate may effectively represent the member.

Infrequently the balance bill support process can become lengthy due to a medical facility refusing to accept a fair and reasonable payment negotiation as settlement for the balance bill. In those circumstances, the TSHBP has retained legal support services to represent the member throughout the process. Ultimately, if the balance bill cannot be settled, the TSHBP has purchased a service which may be used to settle balance bills on behalf of the members.

It is important to note that balance bills from facilities are not uncommon and have recently been highlighted by the media as an issue certain types of medical providers are creating. Texas is one of the few states that have a specific law (SB 1037) that prohibits medical providers from harming a member credit with a medical balance bill claim for any balances other than the applicable co-pays, deductibles, and co-insurance. In the event any of our members receives a balance bill from a provider for a covered service, the Texas Schools Health Benefits Program is fully prepared and equipped to fight for our members and protect them from the negative consequences of a balance bill.

Frequently Asked Questions

TRS-ActiveCare and DOI

1. How can my district provide an alternative medical plan alongside TRS-ActiveCare?

   Yes. A district of innovation (DOI) may seek an exemption from the Texas Education Code section 22.004. The district can amend its DOI to increase local control of the group health benefits plan to allow the district to be responsive to employee and community needs.

   If a district is not a DOI, a school district can become one. More information on the DOI process can be found at https://tea.texas.gov/sites/default/files/Innovation%20District%20Overview.pdf

2. Can a district "opt-out" of TRS-ActiveCare?

   No. But a district can offer additional plan options alongside TRS-ActiveCare.

3. Can I get my health care claims experience from TRS-ActiveCare?

   Yes and No. If you are a district that has 1,000 participants (employees and dependents) in TRS-ActiveCare you can request limited claims experience for a cost of $2,000. If you are a district that has less than 1,000 participants, you cannot receive claims experience.

4. Can a district offer an alternate plan(s) without claims experience?

   Yes, but the district needs to review very carefully the plan and understand its financial on-going risk to the district.

5. Will the medical contribution that I get from the State be the same for an alternate medical plan?

   Yes, the State contribution of $900 per year ($75 per month) will remain unchanged.

6. Can Charter Schools participate in an alternate plan of benefits?

   Yes , Charter Schools can join the TSHBP, but please seek an opinion from your attorney regarding the ability to participate in non-TRS coverage.

TSHBP General Information

7. What is the Texas Schools Health Benefits Program (TSHBP)?

   TSHBP is a regional rated, fully-funded, guaranteed cost program for Texas school districts. For the 2020-21 plan year, the TSHBP is proud to offer a High Deductible Health Plan (HDHP) and our CoPay Plan (CPP). Both plans are designed so members can easily navigate through their health medical needs.

The TSHBP is a member-owned and governed interlocal program, created in response to the needs of districts seeking a long-term, cost-effective program to stabilize and reduce the cost of group health coverage for their employees.

The Board of Trustees is made up of member districts from all areas of the State.

8. How do I obtain a quotation from the TSHBP

   All FBS current clients can obtain a quotation with executing a medical broker of record (BOR). If you are not an FBS client, we will need current census information and a medical BOR.

9. How does the TSHBP meet the school district's purchasing requirements?

   Formed under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the TSHBP Interlocal Agreement enables Members to benefit from cost-saving agreements while meeting Texas Education Code section 44.031 Purchasing Contracts requirements.

10. If our district joins the TSHBP for only one year, are we responsible for our runout claims liability?

    No, the TSHBP is a fully-funded, guarantee cost program so there is no runout claims liability.

    The TSHBP is a fully-funded program that utilizes an AM Best "A" Excellent rated carrier with a financial size of XIV ($1.5 billion to $2.0 billion) for financial protection against unexpected claim losses. The carrier serves clients throughout North America from its headquarters in New York City. The financial protection eliminates all financial risk to the Program and its members.

11. What measures are taken to protect the financial integrity of the program?

    The TSHBP secures an independent audit of the program annually. The report is presented to the Board of Trustees for review and approval.

12. Where does the "fund balance" in the TSHBP go?

    The Board of Trustees determines the use of the funds including monies to be returned to the participating districts or to provide member districts with additional services and programs.

TSHBP Plan Information

13. What are the advantages of TSHBP HDHP?

    The TSHBP HDHP is an "embedded" policy that eliminates co-insurance provisions. Once your deductible is met, the plan pays 100% of eligible charges. This allows a single family member access to medical benefits sooner. This can save families money if one family member incurs a large number of medical expenses.

14. How does the TSHBP Co-Pay Plan work?

    This plan eliminates the co-insurance provisions and all co-payments apply to the annual deductible.

15. If I am in a medical emergency and seek treatment will my plan pay for the services?

    Medical emergencies will be paid by the plan regardless of the facility that you seek treatment. If you have non-emergency medical services, please contact Care Connect to schedule services and review options.

16. Will deductibles carry over to TSHBP?

    No, there is no prior carrier credit. Deductibles (and other plan maximums) from the employee's prior health coverage do not carry over to TSHBP.

17. Does TSHBP have any pre-existing condition limitations or exclusions?

    There are no restrictions or pre-existing condition limitations.

18. What is the plan year?

    The plan year begins September 1 and ends August 31. Accumulations toward satisfying any required deductible and/or out-of-pocket maximum must be incurred within that period. In some circumstances, the initial plan year may be less than 12 months.

19. How and when are premiums remitted to TSHBP?

    Entities will receive a monthly invoice from FBS. Contributions (premiums) will be due and processed (via ACH) to the TSHBP by the 5th of each month. If the 5th of the month is not a business day, payment is due by the last business day before the 5th of the month.

20. What are Specialty Drugs and how are they covered under the plans.

    Please review our Prescription Drug benefit page to see how we assist members with their Speciality Drug needs.

21. Can I continue to use the same health care provider if I am undergoing treatment for a serious illness?

    Yes, but please check with a Care Connect coordinator before enrollment to discuss the treatment and facilities you are using. In some cases, the plan might require you to change facilities. A review of any specialty drugs for your treatment or illness will also need to be reviewed.

22. If I am currently pregnant, will the plan cover my pregnancy?

    Yes, the plan will cover your pregnancy, but please check with a Care Connect coordinator before enrollment to discuss your current provider and any prescheduled facility. In some cases, the plan might require you to change physician and facilities.

23. What happens to the money I paid towards my deductible if I transfer to a different participating district?

    Plan year deductibles, out-of-pocket maximums, and other accumulations will follow you and your dependents and will apply towards coverage at your new district.

24. How does the TSHBP assist with Balance Billings?

    In the event a member receives a balance bill for a covered service, the TSHBP has engaged a patient advocacy firm who will work in coordination with the TSHBP's Care Connect program on the member's behalf to support the member and work directly with the provider or medical facility to negotiate an agreeable balance bill settlement.

    Infrequently the balance bill support process can become lengthy due to a medical facility refusing to accept a fair and reasonable payment negotiation as settlement for the balance bill. In those circumstances, the TSHBP has retained legal support services to represent the member throughout the process. Ultimately, if the balance bill cannot be settled, the TSHBP has purchased a service which may be used to settle balance bills on behalf of the members.

TSHBP Enrollment and Eligibility Information

25. What employees are eligible to participate?

    The TSHBP plans are available for school district employees who are employed by participating districts and are active, contributing TRS members.

26. Can an employee or dependent drop coverage throughout the plan year?

    Yes, unless such action is restricted due to participation in an Internal Revenue Code § 125 cafeteria plan. However, an employee cannot drop his or her coverage without also dropping coverage for all dependents. The change will take effect on the first day of the following month. If a given individual drops coverage, that individual will not be eligible to re-enroll in the TSHBP until the next annual enrollment period, unless the individual experiences a special enrollment event.

27. Will TSHBP provide health care coverage for an existing COBRA enrollee of an entity joining in TSHBP?

    No.

28. What coverage options are available if a husband and wife both work for at the same districts?

    If an employee and wife both work for a participating entity, each can choose employee-only coverage and select the same or different plans. Or, one employee can select employee and spouse coverage, and the spouse must decline or waive coverage. If there are dependent children, one employee can choose employee-only coverage and the spouse can choose the same or different plan for employee and children coverage. Or, one employee could select employee and family coverage, and the spouse must decline or waive coverage. Dependent children cannot be covered by both parents.

If a husband and wife both work for the same district, funds may be pooled for employee plus spouse, or employee plus family coverage.

29. Is a common-law spouse eligible for dependent coverage?
    Yes, a common-law spouse is eligible for dependent coverage as long as there is a Declaration of Common Law Marriage filed with an authorized government agency.

30. Does a child have to be enrolled in school to be eligible for dependent coverage?
    No, there is no full-time student required to be eligible for TSHBP.

31. How long can a dependent child have TSHBP coverage?
    Coverage for a dependent child ends at the end of the month that the child turns 26 if the child is either mentally or physically incapacitated to such an extent that they are dependent on the employee on a regular basis and meet other requirements. If you cover a disabled child who will turn 26 soon, contact TSHBP for information on keeping him or her on your coverage.

32. Are my stepchildren, who do not reside with me, eligible for TSHBP?
    Yes, stepchildren under the age of 26 are eligible for TSHBP, regardless of residency.

33. Am I eligible for coverage if I'm on a leave of absence, Workers' Compensation, or disability?
    You may be eligible for up to six months of TSHBP coverage, depending on your district's policy. Contact your Benefits Administrator for additional information.

34. Can I add dependents throughout the plan year?
    You may add dependents during the plan year if you experience a special enrollment event, such as a marriage or the birth of a child. You must enroll the dependent within 31 days of the special enrollment event. The coverage takes effect the first of the month following the date of enrollment under the special enrollment event. Newborn coverage is effective on the date of birth.

    You also have an annual opportunity to add dependents during the summer enrollment period. You don't need a special enrollment event to add dependents during Annual Enrollment.

35. Can Retirees join the Program?
    No, not at this time.

36. Can I cover a TRS-Care retiree as a dependent?
    No, not at this time.

Joining the TSHBP

Letter of Intent and Resolution

It is the intent of _____ (District) to join and participate in the Texas School Health Benefit Program ("TSHBP"). We have provided FBS with our medical broker of record authorization the Districts' alternate group health medical program.

The District has or intends to amended it's District of Innovation (DOI) plan for an exemption from Texas Education Code §22.004(i), to have the option to offer additional benefits options to employees and to increase local control of the group health benefits plan to allow the District to be responsive to employee and community needs. The amendment must be completed by July 1, 2020.

_____
Authorized Signature

_____
School District Name

_____
Date

To Whom It May Concern:

This letter acknowledges, Financial Benefit Services, LLC ("FBS"), located at 2175 N Glenville Drive, Richardson, Texas, 75082 is recognized as the Broker and Consultant for_____ISD. FBS shall act as our representative in negotiations with any and all carriers for our Employee Group Health Medical Program. We understand, however, that FBS will not have responsibility for any deficiencies in the insurance programs to which this letter applies until they have had a reasonable opportunity to make a review of our group and to provide us with their recommendation. Additionally, FBS is not responsible for any errors or omissions that may have occurred in insuring my account prior to the Effective Date of this agent-of-record assignment.

This letter permits any and all representatives with FBS to act for the benefit of _____ISD in procuring bids and any claim data that is associated with our district. This letter remains in effect for at least one year from the date of this letter and then thereafter until withdrawn or superseded in writing by our district. Should you have any questions, please do not hesitate in contacting us.

_____
Authorized Signature

_____
School District Name

_____
Date

Board Agenda Item – Language

Consider/Approve participation in the Texas Schools Health Benefits Program for alternate group health medical coverage.

Resolution Joining TSHBP

DATE_____

On this date, we, the Board of Trustees of the _____ Independent School District, hereby approve joining the Texas Schools Health Benefits Program, to obtain alternative medical benefits for employees of _____Independent School District. A motion was made and the that trustees approved _____Independent School District joining the TSHBP. Motion carried.

Signed: _____
Board President

Signed: _____
Board Secretary

Texas Schools Health Benefits Program
Interlocal Agreement

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Texas Schools Health Benefits Program Interlocal Agreement (the "Agreement") is entered into by and between the Texas Schools Health Benefits Program ("Program") and the undersigned Local Government ("you" or "your"). The program is an administrative agency of Local Governments, as defined in Chapter 791 of the Texas Government Code, ("Members") that cooperate in discharging administrative and governmental functions primarily related to employee benefits.

WITNESSETH:

WHEREAS, the participating local governments are authorized by the Act to enter into cooperative agreements among themselves for the purpose of acting cooperatively through an administrative agent to fulfill and accomplish governmental functions and services, including without limitation, self-funding of employee benefit coverages; and

WHEREAS, each of the participating local governments is authorized by the Texas Political Subdivision Employees Uniform Group Benefits Act, Chapter 172 of the Texas Local Government Code (hereinafter the "Act"), Texas Revised Civil Statutes Annotated Article 715c (Vernon 1993), and Section 22.005 of the Texas Education Code, to provide a self-funded health plan to Member's employees and their dependents ("Benefits Plan"); and

WHEREAS, the Members desire to establish, by and through their cooperative agreement, the Texas Schools Health Benefits Program, to be governed by a Board of Directors (Board);

NOW, THEREFORE, the terms and conditions, and the rights and duties, agreed upon by and between the Members are as follows:

1. **Purpose**. The Members agree that it is a public purpose for public employers to provide benefits to their employees in order to attract and retain a competent workforce.

2. **Term**. The duration of the Interlocal Agreement shall continue in existence and renew annually as long as two or more Participants remain in the Program.

3. **Termination**. This Agreement may be terminated by either party on any successive renewal date by giving written notice no later than one hundred twenty (120) days before the renewal date or as provided by the Program Bylaws.

4. **Program Governance**.

   (a) **Program Bylaws**. You agree to adopt and abide by the Bylaws of the Program (the "Bylaws"), and any and all reasonable policies and procedures established by the Program, as may be amended during the term of this Agreement. By agreeing to adopt and abide by the Bylaws, You agree to become a Member of the Program. The Bylaws are incorporated into this Agreement by reference and are available from the Program upon request. The Program and Bylaws are subject to the Texas Interlocal Cooperation

Act, Section 271.101, *et seq*. , of the Texas Local Government Code, and any other statute or law that may be applicable to this Agreement. The Bylaws shall be construed in harmony with this Agreement and, in the event of any inconsistency, the provisions of this Agreement shall control.

(b) **Administration**. The Program may enter into contracts with other persons or entities, including nonprofit entities, for the administration, sponsorship or endorsement of services and programs offered by and through the Program.

5. **Program Responsibilities**. This Agreement enables You to participate in any or all of the programs and services the Program makes available to its Members from time to time.

(a) The Program, through its designated administrator and other service providers, will make employee benefits available to the Members of the Program. Benefits are intended for employees of Members, including employees' dependents. Administrative services related to such benefits may also be offered. The Program will use the collective bargaining power of its Members to obtain these benefits and services from qualified agents, brokers, consultants, carriers, third-party administrators, and other service providers.

(b) The Program will secure, catastrophic or excess loss coverage to cover the Program from loss exposure. The Member is bound by the terms and conditions of the coverage agreement. The Member shall be responsible for notifying the employees of any changes in coverage.

(c) The Program shall provide periodic management reports and information to the Member.

(d) The Program shall provide for an annual audit of its financial statements by a certified public accounting firm.

(e) The Program shall furnish Members with a Master Plan Document, detailing the services offered to the Members of the Program.

6. **Member Responsibilities.**

(a) You shall provide all necessary information to the Program or Servicing Contractor as may be needed or required for the administration of the Program.

(b) You authorize the Program to review any of your transactional records with the Program or its service providers.

(c) You acknowledge and agree that this Agreement does not by itself extend employee benefits or services to You. This Agreement only provides You access to the Program's designated service providers for the various benefits and services made available through the Program.

(d) You shall appoint a representative with the authority to serve as the coordinator for the programs and services in which You participate. The representative shall have the

authority to represent and bind on Your behalf, and the Program is not required to contact any other individual. You reserve the right to change Your representative as desired by giving written notice to the Program.

(e) You acknowledge that any servicing contractor whom you choose to contract with under this Agreement shall provide all of the services as provided in the service contract entered into by and between the servicing contractor and the Program on behalf of the Member.

7. **Authorization to Participate**. You represent that your governing body has duly authorized your entity's participation in the Program and that you will comply with state and local laws and policies pertaining to the procurement of employee benefits and related services through your membership in the Program.

8. **Fiscal Responsibility**.

(a) Contributions Fees. The Member shall pay contributions to the Program based on rates approved by the Program. All contributions are payable monthly by the tenth (10th) of the month for that month.

(b) Services Purchased. A payment obligation will arise under the terms of a separate contractual agreement or transaction for products or services under this Agreement.

(c) You hereby acknowledge and represent that all payments, fees, and disbursement required for products or services obtained through this Agreement shall be made from Your available current revenues.

9. **Representation**. The Program may initiate, defend against, or participate in any judicial, administrative, or other legal proceeding, including arbitration, mediation, or other forms of alternative dispute resolution, concerning the Program as an entity. Nothing in this Agreement creates a legal duty of the Program to provide a defense or prosecute a claim; rather, the Program may exercise this right in its sole discretion and to the extent permitted or authorized by law. Furthermore, nothing herein shall limit Your right to preclude You form pursuing, either independently or in conjunction with the Program, a claim against any service provider or employee benefits or related services.

10. **Disclaimer**. To the fullest extent authorized by law, it is agreed that the Program (i) is not a guarantor of a third-party service provider's performance, claims, determinations, or solvency; (ii) bears no risk fo the employee benefits obtained through this Agreement; and (iii) is not liable for any actions or failures on the part of any insurance carrier, agent, broker, or other insurance providers.

11. **Liability**. The parties agree as follows:

(a) Neither party waives any immunity from liability afforded under the law.

(b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstances for

special, incidental, consequential, or exemplary damages.

(c) In the event of a lawsuit or formal adjudication, the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.

12. **Notice**. Unless otherwise provided in this Agreement, any notice required or provided under this Agreement by either party to the other will be in writing and sent by: (i) first-class mail, postage prepaid; (ii) overnight courier service; or (iii) email, fax, or other electronic delivery.

(a) Notice to the Program shall be addressed as follows:

By Mail: Texas Schools Health Benefits Program
Attn: Chairman of the Board
2175 N Glenville Dr.
Richardson, TX 75082

(b) Notice to You shall be addressed to the address on file with Program.

13. **Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas unless otherwise mandated by law. This provision does not govern or control the governing law or venue requirements applicable to your contractual arrangement with any provider of products or services obtained through the Program.

14. **Entire Agreement**. This Interlocal Agreement represents the complete understanding of the Program and the Participant. The terms of this Agreement shall control and take precedence over all prior agreements. However, the terms of a prior agreement between You and the Program will govern Your participation in any existing contract for employee benefits.

15. **Amendment**. This Agreement may not be amended or altered without the written consent of both parties.

16. **Severability**. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, provisions, and conditions of this Agreement shall nevertheless remain in full force and effect.

17. **Counterparts**. The parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The delivery of an executed counterpart signature page by facsimile or PDF is as effective as delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective as of the date of the last signature to this Agreement.

This space left intentionally blank.
Signature page to follow.

IN WITNESS WHEREOF, the undersigned shall become Members to the Interlocal Agreement.

_____

By: _____

Its Duly Authorized: _____

Date: _____

Texas Schools Health Benefits Program

By: _____
Chairman
Texas Schools Health Benefits Program

Date: _____

District of Innovation

Samples

_____ ISD PROPOSED AMENDMENT TO CURRENT LOCAL INNOVATION PLAN

With regard to each area of innovation, the District declares exemption from the listed statutory provision, as well as any implementing rules or regulations promulgated pursuant to those statutory provisions by any state agency or entity, including but not limited to the Commission of Education, Texas Education Agency, State Board for Educator Certification, and State Board of Education.

Texas Education Code §22.004(i) Inhibits the Goals of the Local Innovation Plan

TEC §22.004(i) Group Health Benefits for School Employees states that a school district may not make group health coverage available to its employees pursuant to TEC §22.004(b) after the date a district implements the program of coverages provided under Chapter 1579 of the Texas Insurance Code. The current process allows no flexibility in the design of group health insurance benefits to fit the needs of all district employees. This provision also prohibits the district from procuring group health insurance benefits that may provide better coverages for its employees at a lower cost. This provision does not give the district the flexibility needed to acquire benefits packages that would potentially be more attractive to prospective employees.

Exemption from Texas Education Code §22.004(i)

TEC §22.004 is not included in any of the prohibited exemptions that can be included in a District's local innovation plan pursuant to TEC §12A.004 or the list of the Commissioner's prohibited exemptions in the Texas Administrative Code Title 19, Chapter 102, subchapter JJ, Section 102.1309. Therefore, in order to have the option to offer additional benefits options to employees and to increase local control of the group health benefits plan to allow the District to be responsive to employee and community needs, the district proposes that the District of Innovation Plan be amended to exempt the district from the health insurance requirements in TEC §22.004(i).

DATE

VIA CERTIFED MAIL AND ELECTRONIC MAIL
Mike Morath, Commissioner of Education
Texas Education Agency
1701 North Congress Avenue
Austin, Texas 78701
commissioner@tea.texas.gov

Re: Notice to the Commissioner of Education of NAME ISD Board of Trustees' Approval of Amendment to Local Innovation Plan

Dear Commissioner Morath,

Please be advised that the NAME ISD Board of Trustees unanimously approved at their DATE board meeting the attached amendment. The amendment was approved by the required majority vote of the COMMITTEE/BOARD on DATE and posted for the required 30 days. This amendment is submitted to amend the Local Innovation Plan approved by the board on DATE, with notice of intention to adopt said Plan sent to the Commissioner on DATE, and the final submission of the Plan sent to the Commissioner on DATE.

In accordance with T.A.C. §102.1313, Amendment, Rescission, or Renewal which specifies:

(a) A district innovation plan may be amended, rescinded, or renewed if the action is approved by a majority vote of the district-level committee established under the Texas Education Code (TEC), §11.251, or a comparable committee if the district is exempt from that section, and a two-thirds majority vote of the board of trustees.

> (1) Amendment. An amendment to an approved plan does not change the date of the term of designation as an innovation district. Exemptions that were already formally approved are not required to be reviewed.

In accordance with §102.1313(a), we seek to obtain broader exemption from T.E.C. §22.004(i), which precludes a school district from providing an alternative uniform group coverage program after the school district implements coverages under Chapter 1579. Please see the attached amendment, approved by the required majority vote of the COMMITTEE/BOARD, which exempts NAME ISD from the requirements under T.E.C. §22.004(i). Further, as specified in §102.1313(a) (1), the exemptions that were formally approved are not required to be reviewed.

Should you require any additional information, please contact CONTACT, TITLE at EMAIL.

Sincerely,

[ISD SIGNATURE]
ISD EMAIL

Cc: Leah Martin, Accreditation and School Improvement, Texas Education Agency
Leah.Martin@tea.texas.gov

Enclosures: 2