



TRUSTWAY[®]
T.E.A.M. SERVICES

TPA / Self Insured Program Terms and Conditions

1. **Term:** August 1, 2009 to July 31, 2010
2. **Fees:** Set Up Fee of 6% of anticipated claims to be paid upon signing for this service. Administrative Fee of 15% of the difference between the amount billed by providers and the amounts paid to providers. This fee will be paid monthly from the Account for payment of claims funded by the school.
3. **Services:** TTI (“TTI”) will facilitate, assist with, and arrange for third party administrative services (TPA Services) to process claims for your non insured, self funded medical services claims for student athletes. TTI will not adjudicate claims or process them directly. TTI will assist in the claims documentation process.
4. **TPA Services:** Process each claim submitted and identify missing information if any; access discounts on medical goods and services through network arrangements with providers and suppliers and through other repricing activities; claims will be processed for the Account of the school only with no billing of third party payers such as insurers; provide a toll free telephone number to use when inquiring about the status of a claim; provide access to claims records including claims status information; provide on behalf of the school, IRS Form 1099 and 1096 to all providers of benefits (when aggregate payments are \$600 or more per year).
5. **Funding:** An Account will be established and administered by the TPA for the benefit of the school for processing of claims submitted by the school (“Account”). The school will initially fund fifty percent (50%) of the anticipated annual claims into the Account and will provide additional funding when the balance in the Account reaches \$10,000, or such larger amount as may be necessary to pay claims timely to receive discounts. TTI is not responsible for any lost discounts due to a delay in funding by the school. No claims will be paid except from the Account funded by the school. Any funds remaining in the Account after payment of all pending claims shall be returned to the school at the end of the Term. No other TTI or TPA is an insurer or responsible to pay a claim except from funds in the Account.
6. **Information:** All information regarding a claim shall be provided by the School to TTI or its designee for processing; the School is responsible for the accuracy of the data and material submitted for payment.
7. **Reports:** Monthly TTI will provide the School a report of claims paid, discounts realized, Account balance, and amount of pending claims.
8. **Other:** All parties will comply with applicable state, federal and local laws and regulations including Privacy laws. The School is not a “covered entity” under HIPPA. All parties are independent contractors regarding the others, shall have the right to audit the books and records of the other; unless agreed in writing, no other terms apply to this program.