

Workers' Compensation Self-Insurance Group (SIG) Changes to Service Company Agreements Checklist

As part of licensing, a SIG was required to file the agreements the SIG enters into with its Administrator or related service company.

If there are any changes to these agreements or new agreements are entered into subsequent to licensing, please submit the following documents:

- SIG notification form
- One signed copy of the executed amended agreement or the new agreement. A Group retains ultimate accountability and responsibility for compliance with all statutory and regulatory requirements, and no written agreement may be construed to limit, in any way, the Group's ultimate accountability and responsibility. The written agreement must explicitly set forth the following requirements:
 - The Administrator, service company, or Third-Party Administrator must comply with the applicable requirements of the Texas Insurance Code, Labor Code, and the Texas Administrative Code, including, but not limited to, holding the appropriate licenses or certificates of authority.
 - The Administrator, service company, or Third-Party Administrator must permit the Commissioner or the SIG to examine the Administrator, service company, or Third-Party Administrator at any time with regard to their financial solvency and their ability to perform their responsibilities under the written agreement.
 - A description of the duties or services that the Administrator, service company, or Third-Party Administrator is expected to provide and any applicable instructions related to the performance of those services, including references to a Group's claims handling practices or procedures; and a provision relating to continuity of services, including run off fee schedules and the transfer of the books and records of a Group from one Administrator, service company, or Third-Party Administrator to another Administrator, service company, or Third-Party Administrator.
 - Statement ensuring that the books and records of the Group:
 - 1) remain the property of the Group at all times;
 - 2) will be available to the Group or its designee at any time while in the custody of an Administrator, service company, or Third-Party Administrator; and
 - 3) will be timely transferred to the Group or its designee upon request of the Group; at the termination or cancellation of a written agreement, that is in compliance with all applicable statutory and rule requirements, entered into by an Administrator, service company, or Third-Party Administrator.