

**ROBSTOWN INDEPENDENT SCHOOL DISTRICT  
AGENDA ACTION SHEET**

Date: August 22, 2022

Subject: **DISCUSS AND CONSIDER RENEWAL OF CONTRACTS FOR SELF FUNDED WORKERS' COMPENSATION INSURANCE AND EXCESS WORKERS' COMPENSATION INSURANCE**

Administrator Responsible: Vanessa R. Riggs

Position: Chief Financial Officer

A. Purpose of Agenda Item:

☐

Information Only

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Action Needed

B. Authority for this Action:

☐

Local Policy \_\_\_\_\_

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Law or Rule CH LOCAL

C. Strategic Objective, Goal, or Need Addressed:

The objective is to award the proposals for workers' compensation insurance and excess insurance.

D. Summary:

On July 17, 2021 the District issued a Request for Proposal (RFP) for Self-Funded Workers' Compensation Insurance (RFP#21-0016) and Excess Workers' Compensation Insurance. The initial contract was for one (1) year with the option to renew for an additional two (2) years for successful service delivery. Contract extensions are to be granted in one (1) year increments. The RFP was advertised in the Corpus Christi Caller Times on July 17, 2021 and August 2, 2021.

The district has completed the first year with each vendor and the district was satisfied with services rendered. Administration is seeking that the Board of Trustees approve a renewal for one (1) year with **TRISTAR** for Self-Funded Workers' Compensation Insurance and **Frost Banking Investment Insurance** for Excess Workers' Compensation Insurance.

E. Alternatives Considered:

F. Comments Received:

G. Administrative Recommendation:

H. Fiscal Impact and Cost: \$77,592 for Frost and \$2,500 for Tristar

I. Monitoring and Reporting Time-Line:



## Fee Proposal

At TRISTAR, we believe that you should have a clear understanding of the price we charge for our services. We are straightforward regarding our methodology, open to discussion relative to our assumptions and cost estimates, and receptive to any alternatives you would like us to consider. Since our experience has proven that improper focus on administrative costs does not achieve the goal of properly managing total claim disposal costs, we will work with you to strike a proper balance between controlling administrative expenses and providing the appropriate level of resources to realize the best economic outcomes on your claims. We have utilized the desired service specifications to develop our price offerings. Should a material difference be discovered in the historical data and other information provided by you or your representative that we relied on to provide this proposal, TRISTAR reserves the right to make fee adjustments as necessary. For all fee arrangements quoted, our claim service fees do not include services defined as Allocated Loss Adjustment Expense, whether employees of TRISTAR or others perform such services. Please read further for the full definition.

### CLAIMS SERVICE FEES include:

- ◆ Complete and thorough *desk* investigation of all claims reported, including recorded statements where necessary, in accordance with TRISTAR's Best Practices and any special service agreements made with the District
- ◆ Evaluation of liability and damages to establish appropriate reserves
- ◆ Reserve Advisories at the District-designated levels
- ◆ Notification/reporting to the District in accord with our service agreements
- ◆ Adjustment and payment of compensable claims
- ◆ Litigation Planning and Management
- ◆ Employment of anti-fraud measures including assignment and direction of investigators to reduce the possibility of payment of non-compensable claims (services of special investigators not included)
- ◆ Maintenance of a record of all investigation, payment, and adjustment activities within TRISTAR's claims system and files
- ◆ Pre-Settlement Advisories
- ◆ Structured Settlement Management (cost of structures not included)
- ◆ Large Loss Notices/Email Alerts
- ◆ Claim Acknowledgements
- ◆ Closing Notices
- ◆ Status Reports – Initial at 30 days/90 days thereafter until closure, or as otherwise agreed
- ◆ Subrogation/Recovery/Restitution – No Additional Recovery/Recovery Fee Charged for TRISTAR's pursuit of subrogation
- ◆ Conference calls with legal counsel and other ancillary providers as necessary or requested

### ANNUAL ACCOUNT ADMINISTRATION includes:

**\$2,500 per year**

- ◆ Account Management
- ◆ Implementation Planning and Management
- ◆ the District-Specific Claims Handling Instructions
- ◆ Account Set-Up
- ◆ Quality Assurance Management and Review
- ◆ Bank Account Management and Reconciliation (TRISTAR Accounts Only)
- ◆ Customer Meetings
- ◆ Carrier Audits
- ◆ Annual Stewardship Meeting/Report and Analytical Review



- ◆ 1099 Form Preparation
- ◆ Reporting for brokers, actuaries, consultants, and excess carriers
- ◆ Client Education Programs
- ◆ Development of Policies and Procedures

**RISK MANAGEMENT INFORMATION SYSTEMS ACCESS Includes:**

- ◆ 2 TRISTAR Connect User IDs
- ◆ Customer Hierarchy and Organizational Structure maintenance
- ◆ System Access to Losses, Financials, and Reserves
- ◆ Adjuster and Supervisory Notes Access
- ◆ Report Templates
- ◆ Scheduled Reports
- ◆ OSHA Logs, if desired
- ◆ State Annual and Periodic Reporting as required
- ◆ Periodic Cost Containment Reports
- ◆ Claim System Training, Help Desk Access, and Customer Service Unit Support

**ELECTRONIC DATA INTERFACE includes:**

**(\$175 per hour<sup>1</sup>)**

- ◆ Mapping/Plotting of data elements
- ◆ Test runs/Exception reports and correction of any data flows
- ◆ Converting data over to TRISTAR's system
- ◆ Balancing financials (reserves and paid amounts)
- ◆ Storage of claim records

<sup>1</sup> Upon receipt of data layouts and other relevant information to determine an accurate scope of work for each conversion or interface required, TRISTAR may offer a flat rate to provide data conversion or custom interface services.

### ***Third Party Administration Pricing and Workers' Claims Costs Worksheet***

The Robstown Independent School District requests that all proposals in response to this RFP use this worksheet to show costs on a unit pricing basis. A 12 month period of claims handling shall be the benchmark for all unit pricing on this worksheet.

	Included? (Yes/No)	Describe fee basis (annual, monthly, per hour, flat fee, etc.)	Fee
Administration Program Charges		annual	\$2,500
Annual Actuarial Services	Not quoted		
On-Line Claims Viewing	yes		
Standard Monthly Reports	yes		
Data Transfer if Run Off Claims	N/A		
Time & Expense Charges	No	Per hour	\$95.00
Other			
			\$





## Claims Administration Pricing

	# of claims	Per claim fee	How long will this fee cover the administration of the claim? (life of claim, 1 year, 2 years, etc.)	Total = (# of claims X Fee)
Record Only – per claim		\$30	Life of Contract	
Medical – per claim		\$160	Life of Contract	
Indemnity – per claim		\$1,200	Life of Contract	
Indemnity Claim Definition				
Length of Handling			Life of Contract	
Run-off charges Take over files			No Charge	
Catastrophic – per claim		\$1,200	Life of Contract	
				\$

## Miscellaneous Claims Administration Pricing

	Included? (Yes/No)	Fee Description	Total
DWC BRCs, CCHs, and SOAHs	No	Dean Pappas	At cost
Medical Dispute Resolution (MDR)	No	Per Dispute	At cost
DWC Proposed Employer Violations Negotiation	Yes		
DWC Representation	No	Per Month	\$100
Litigation Management	Yes		
DWC/CMS Electronic Reporting	Yes		
Stop Loss Filing/Reporting	Yes		
All DWC Forms	Yes		
Subrogation Handling	Yes		
External Investigation	No	Per Hour	\$95
Legal Fees (regulated by DWC)	No	Dean Pappas	At cost
Index Fee	No	Per Index	\$18
Reports to Excess Carrier	Yes		
Location of Office	Yes	Corpus Christi, TX	
Deviations from Specifications	Yes	None	
Loss Fund (Escrow requirement)	Yes	Current funding	
Other Preferred Provider ALAE Listing	No	Page 58-59	
Other			

## Cost Containment Services

	Included? (Yes/No)	Allocated to Claim? (Yes/No)	Unit Description	Unit Fee
Pre-authorization (RN)	No	Yes	Per Request	\$125
Pre-authorization (Physician)	No	Yes	Per Request	\$200
External Case Management (ECM)	No	Yes	Per Hour	\$105



	Included? (Yes/No)	Allocated to Claim? (Yes/No)	Unit Description	Unit Fee
ECM Travel & Waiting Time	No	Yes	Per Hour	\$47.50
Bill Review	No	Yes	Per Bill	\$9.00
Peer Review by Physician Advisor	No	Yes	Per Review	\$750
Other				
Other				

**PREFERRED PROVIDER SPECIALTY SERVICES IN 2021.** Fees listed are for Preferred Provider Specialty Services. These fees are paid as Allocated Loss Adjustment Expenses or, where required by state law, as loss.

*Fees as of December 18, 2020, are subject to change without notice or upon renewal.*

Service	Fee
<b>MANAGED CARE</b>	
<b>Medical Bill Review</b>	
Provider/Ancillary Bill Review	\$9 per bill
Hospital Bill Review (in and outpatient)	\$1.35 per line
Clinical Nurse Review	27% of savings
Implantable Device Review	30% of savings
PPO/Pharmacy/DME	27% of Savings (all savings are post fee schedule or U&C)
Specialty Bill/Out of Network Review	30% of Savings (all savings are post fee schedule or U&C)
e-billing	\$1 per bill
Duplicate Bills Duplicate Line Items Monthly Savings Reporting	No Charge
<b>Utilization Review</b>	
Concurrent Review (Review during hospitalization or outpatient treatment, as treatment progresses to ensure duration and type of treatment meet appropriate guidelines)	\$125 per hour
<b>Peer Review</b>	
Level 1 (Includes review of medical records and communication of decision in writing to all parties)	\$275 flat rate for peer review of episodes of care identified on medical bill review.
Level 2 (Includes review of medical records, discussion with treating physician and communication of decision in writing to all parties)	\$295 flat rate when assigned by a nurse case manager following case manager file review or receipt of a referral by an adjuster for review.
<b>Enhanced Intake and Nurse Triage</b>	
Enhanced Telephonic First Notice (Operator service by medical assistants. Injured employee and/or supervisor calls to report claims, assistance with PPO direction, questions, and referrals. Optional integration with nurse triage services.)	\$28 per intake call (waived if call moves to triage)





Service	Fee
Telephonic Nurse Triage (Nurse aids injured worker in self-treatment or sets up an appointment with appropriate provider utilizing medical triage guidelines/follow up calls)	\$125 per intake call (includes wallet cards for all employees)
<b>Nurse Case Management</b>	
Telephonic Case Management (Texas)	\$105 per hour
Field Case Management (Texas)	\$105 per hour plus Mileage at IRS mileage rate
Field Case Management - Tasks	One time visit to provider \$475 plus mileage Two visits to provider \$750 plus mileage Medical record retrieval \$135 plus mileage Job Analysis \$475 plus mileage
Catastrophic Case Management (High level of RN interaction with immediate response to significant injury, e.g., severe head injury, severe burns, gunshot. Available 24/7)	\$175 per hour plus mileage
<b>Pharmacy</b>	
Clinician Intervention: Complex Pharmacy Management, Weaning Protocols (Weaning available when opioids have been prescribed for 60+ days with no evidence that physician will end treatment pattern.)	\$125 per hour
Physician Intervention: Complex Pharmacy Management. (Utilized in instances of numerous drug interactions of opioids, hypnotics, and anti-depressants, requiring a physician-to-physician review of treatment pattern and weaning options. Follow up calls made by a nurse case manager.)	\$125 per hour nursing intervention plus pass-through of actual physician fees
Drug Testing: Full, Quantitative Testing (Candidates may be referred or identified by TMC based on risk factors such as claim age, high medication use, safety risk, injury type, etc.)	\$425 per test with report summary
Drug Testing Interpretation and Outreach: Complex Pharmacy Management, Weaning (Pharmacist to review and interpret drug testing results. Findings would be communicated to the examiner and/or provider, where permitted, with the goals of ensuring patient safety and reducing fraud, waste, and abuse.)	\$125 per hour
<b>Pharmacist Medication Review:</b>	
1-2 medications with full record review and recommendations	\$450 flat rate
3-6 medications with full record review and recommendations	\$675 flat rate
7 or more medications with full record review/recommendations	\$900 flat rate
<b>Other Networks</b>	
Texas 504	\$120 per claim
<b>Other Services</b>	
Special Investigations	\$95 per hour
Central Index Bureau/OFAC/CSE/SS	\$18 per report
MSA Cost Projection	\$2,200 flat rate
Claim Reporting: Fax or Internet	\$10 per report
MMSEA Reporting	\$10 per claim
Mileage	IRS allowance rate





**ALLOCATED LOSS ADJUSTMENT EXPENSES** includes any fee or expense which is chargeable or attributable to the investigation, coverage analysis, adjustment, negotiation, settlement, defense, or general handling of any Claim or action related thereto, or to the protection and/or perfection of the Customer and/or Carrier's right of subrogation, contribution or indemnification, all as reasonably determined by TRISTAR. Allocated Loss Adjustment Expense(s) may be incurred for services provided by TRISTAR, its affiliates and subsidiaries, or third parties and include, but are not limited to:

- ◆ attorney's fees and disbursements incurred in connection with the determination of coverage and/or the adjustment, defense, negotiation, or settlement of any Claim; attorney's fees incurred for representation at depositions, hearings, pretrial conferences, and/or trials;
- ◆ fees and expenses incurred for: handling any Alternative Dispute Resolution (ADR) proceeding; legal actions, including trials or appeals; pursuing any declaratory judgment action, including deposition fees; cost of appeal bonds; court reporter or stenographic services, filing fees, and other court costs, fees and expenses; transcript or printing services and all discovery expenses; service of process; witnesses' testimony, opinions, or attendance at hearings or trial;
- ◆ fees and expenses for attendance at or participation in ADR proceedings, hearings, trials, or other proceedings by TRISTAR personnel or its subcontractors;
- ◆ statutory fines or penalties; pre- and post-judgment interest paid as a result of litigation, unless regulatory or reporting requirements define such interest as loss or indemnity payments;
- ◆ subcontractors' fees and travel expenses, including independent adjusters, automobile and property appraisers, to the extent that same are incurred in the adjustment, negotiation, settlement, or defense of any Claim;
- ◆ fees and expenses incurred in conjunction with the telephonic, web, or other electronic methods of reporting Claims;
- ◆ experts' fees and expenses including reconstruction experts, engineers, photographers, accountants, economists, metallurgists, cartographers, architects, hand-writing experts, physicians, appraisers, and other natural and physical science experts, plus the fees and expenses associated with preparation of expert reports, depositions, and testimony;
- ◆ fees and expenses for surveillance, undercover operative and detective services or any other investigations;
- ◆ fees and expenses for medical examinations or autopsies, including diagnostic services and related transportation services, durable medical equipment, and medical reports and rehabilitation evaluations, unless regulatory or reporting requirements define such fees and expenses as loss or indemnity payments;
- ◆ fees and expenses for any public records, medical records, credit bureau reports, index bureau reports, and other like reports;
- ◆ fees and expenses incurred where TRISTAR determines it is reasonable to pursue the rights of contribution, indemnification, or subrogation of the Customer, including attorney and collection agency fees and/or expenses;
- ◆ medical or vocational rehabilitation fees and expenses, and all other medical cost containment services, including, but not limited to utilization review and management, pre-audit admission authorization, hospital bill audit or adjudication, provider bill audit or adjudication, and medical case management, if applicable, unless regulatory or reporting requirements define such expenses as loss or indemnity payments; and
- ◆ extraordinary travel and related fees and expenses incurred by TRISTAR at the express request of Customer, which are not otherwise payable under this Agreement.



# INSURANCE PROPOSAL

PREPARED FOR:

**ROBSTOWN ISD**

PRESENTED BY:

**CYNDI WHITE  
FROST INSURANCE  
111 W HOUSTON STREET, 4TH FLOOR  
SAN ANTONIO, TX 78205**

Friday, August 05, 2022



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## FROST

### WHO WE ARE AND WHAT WE STAND FOR.

For five generations and over three centuries, Frost has been committed to helping families and businesses throughout Texas prosper. What began as a small San Antonio, Texas mercantile store in 1868 has grown to more than 110 financial centers across Texas. While much has changed over the years, the principles and values on which Frost was founded haven't changed one bit.

### CHARACTER IS A PERSON'S GREATEST ASSET.

We survived the Great Depression, two world wars and the stock market crash. In the 1980s we survived the Texas banking collapse, the oil crisis and the real estate market crash. In fact, we were the only one of the top 10 Texas banks to survive the '80s intact. More recently, we navigated through the Great Recession without accepting federal bailout funds.

The reason we made it through the tough times is simple. Our customers stood by us, and we stood by them.

### THAT'S WHAT HAPPENS WHEN YOU PUT PRINCIPLES FIRST.



## SUPPLEMENT TO PROPOSAL

The descriptions of proposed insurance coverage contained in the proposal do not amend, alter or replace the terms, conditions, exclusion and other provision of policies that would be issued to you, nor do they amend, alter or replace any applicable laws, regulations, rating rules or plans.

No insurance policy covers every risk. We recommend a periodic, detailed risk identification and evaluation meeting in order to ensure proper coverage. No binder, insurance policy, change, addition, and/or deletion to insurance coverage goes into effect unless and until confirmed directly by a licensed agent. Please refer to policies for complete information concerning exact coverages, exclusions & limitations and obligations in the event of a claim. Upon receipt of your insurance policy, it is critical that you carefully review the entire insurance policy and ask your Frost Insurance agent if you have any questions. In the absence of any inquiries, Frost Insurance will assume you understand all the coverage terms and conditions and accept them.

This proposal is based on values and exposures to loss disclosed to us in our discussion and correspondence with you or your staff.

Building, personal property and income coverage limits are arrived at based on information provided by the policyholder, third-parties and/or industry standard software used to estimate replacement costs. The actual cost to rebuild the structure or replace the personal property or income may exceed the policy limits, especially in circumstances where a catastrophic event has disrupted the normal supply of materials, labor, and resources. Frost Insurance is not in a position to make assurances or guarantees that the policy limits provided will be adequate to rebuild the structure or replace property or income. If there is doubt about the adequacy of the policy limits, the policyholder should obtain a professional appraisal or obtain the services of a qualified company or builder who is able to provide replacement cost estimates. Policyholder should also notify Frost Insurance if values change.

Higher liability limits are usually available and recommended in the form of increased limits, umbrella or excess liability policies.

Policies with premiums based on sales, payroll or other variable basis are subject to audit. If actual premium basis differs from estimated, additional or return premiums will result. Return premiums may be subject to minimum earned premiums. Frost Insurance should be notified if activity basis changes during policy period, changes to operations, expansions, new products, mergers, acquisitions, new companies or vacancies.

Frost Insurance recommends a careful review of all contracts before executed. In the event Frost Insurance is asked to review contracts, we will review only the insurance requirements. In performing this review, Frost Insurance is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, Frost Insurance is not undertaking to identify all potential liabilities that may arise under the contract. The review is provided for your information, and should not be relied upon by third parties. Upon your authorization, we will make the necessary changes in your insurance program.

Certificates should be required from suppliers and subcontractors with evidence of coverage and liability limits at least equal to yours.

Insurance products are offered through Frost Insurance for solicitation in the state of Texas and are not insured by the FDIC or any other Federal Government Agency. In addition, these products are not a deposit or obligation of, or guaranteed by, Frost Bank.

## MARKETING STRATEGY REPORT TO MANAGEMENT

On behalf of Frost Insurance, we would once again like to thank Robstown ISD for allowing us the opportunity to work on your insurance needs. Our objective is to analyze the insurance marketplace and assemble the most competitive program and options with regard to coverage, insurance carriers and premiums.

We are pleased to present the following proposal for Robstown ISD. As part of our marketing efforts, we approached the markets listed below and received the following responses:

Market Approached	Response
Midwest Employers Casualty (Incumbent)	Quote illustrated in proposal
U S Specialty	Needed more time for underwriting review
Safety National	Doesn't meet minimum premium requirements

We appreciate the opportunity to provide this quotation. We look forward to working with you in managing your assets.

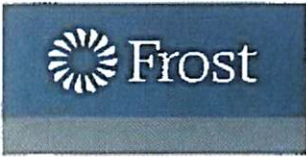


## SERVICE TEAM

**Cyndi White** is the team leader for your account and works to maintain positive relationships with the Frost Service team and insurance markets and any other Frost services.

Account Manager – **Patricia Medina** is the daily contact for service issues and will coordinate services such as coverage questions, policy changes, claims reporting and claims handling.

Name	Phone	Email
Cyndi White	(210) 220-6433	cwhite@frostinsurance.com
Patricia Medina	(210) 220-6521	patricia.medina@frostinsurance.com



## NAMED INSURED SCHEDULE

Robstown ISD



## EXCESS WORKERS' COMPENSATION

Prepared for: Robstown ISD  
 Proposed Carrier: Midwest Employers Casualty  
 Proposed Effective Dates: 9/1/2022 to 9/1/2023

### COVERAGE DETAILS

Coverage	Expiring Premium 1 Year Term	Renewal Premium 1 Year Term
Carrier / Best Rating	Midwest Employers Insurance Company A+, XV	Midwest Employers Insurance Company A+, XV
Policy Term	September 1, 2021 - 2022	September 1, 2022 - 2023
States Covered	Texas	Texas
Estimated Annual Payroll	\$20,800,230	\$21,100,000
Estimated Annual Manual Premium	\$104,384	\$98,600
Specific Worker's Compensation Limit	Statutory	Statutory
Employer's Liability Limit	\$1,000,000	\$1,000,000
Specific Retention	\$400,000	\$400,000
Aggregate Limit	\$1,000,000	\$1,000,000
Aggregate Retention %	1305.57%	1402.08%
Estimated Aggregate Retention	\$1,362,806	\$1,382,451
Minimum Aggregate Retention	\$1,335,550	\$1,354,802
Rate % of Normal Premium	48.34%	58.41%
Estimated Policy Period Premium	\$50,459	\$57,592
Policy Period Minimum Premium	\$50,459	\$51,833
Annual Deposit Premium	\$50,459	\$57,592
Terrorism Risk Insurance Premium (Incl)	\$1,514	\$1,728
Cash Flow Endorsement	\$200,000/\$200,000/\$200,000	\$200,000/\$200,000/\$200,000
Professional Services for Loss Control and Claims Consulting Fee	\$20,000	\$20,000
<b>Total</b>	<b>\$70,459</b>	<b>\$77,592</b>

## PREMIUM COMPARISON

Description of Coverage	Expiring Premium	Estimated Renewal Premium
Workers Compensation	\$50,459.00	\$57,592.00
Risk Management	\$20,000.00	\$20,000.00
<b>Total Estimated Premium:</b>	<b>\$70,459.00</b>	<b>\$77,592.00</b>

### Recommended Coverages/Services

Frost Insurance Online Service Center	No Charge
ZyWave Client Portal, HR Hotline & ZyWave Learning	No Charge

### Payment Options

- Payment due in full to Frost Insurance

*We can accept payment for this premium due via check or pay online at <https://frostinsurance.epaypolicy.com>. Please note there is an ACH fee of \$3.25 or credit card fee of 3.5% per transaction.*



## ACCEPTANCE OF PROPOSAL

\_\_\_\_ *Accept as presented* and authorizing Agency to bind coverage with the following payment options:

- ACH Via \$3.25 process fee
- Credit card via 3.5% credit card processing fee
- Payment by check
- Finance Agreement – 20% - 25% down payment, balance due in 10 installments, current APR will apply

\_\_\_\_ *Accept with changes noted below* and authorize Agency to bind coverage with following payment option:

- ACH Via \$3.25 process fee
- Credit card via 3.5% credit card processing fee
- Payment by check
- Finance Agreement – 20% - 25% down payment, balance due in 10 installments, current APR will apply

Proposal Changes:

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It is understood policies will be delivered electronically unless specifically requested otherwise.

For direct bill and premium financed policies, Agency cannot be relied upon to provide notice of lapse of coverage due to non-payment of premium to insurance company.

Client Name Robstown ISD

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(client signature)



## **FROST INSURANCE APP AND ONLINE SERVICE CENTER**

### **CLIENT SELF-SERVICE PORTAL**

Frost Insurance is committed to making it easier to do business with us. By providing your company with 24/7 access to view and manage your insurance information, the Frost Insurance App and Online Service Center is an extension of the Frost customer service experience you've always known. It's your on-the-go source for all your company's insurance information.

The Frost Insurance App and Online Service Center gives you quick, convenient access to your company's information where and when you need it, so you can focus on your business rather than your insurance.

### **NO MATTER WHERE YOU ARE, YOU'LL BE ABLE TO:**

#### **CERTIFICATES**

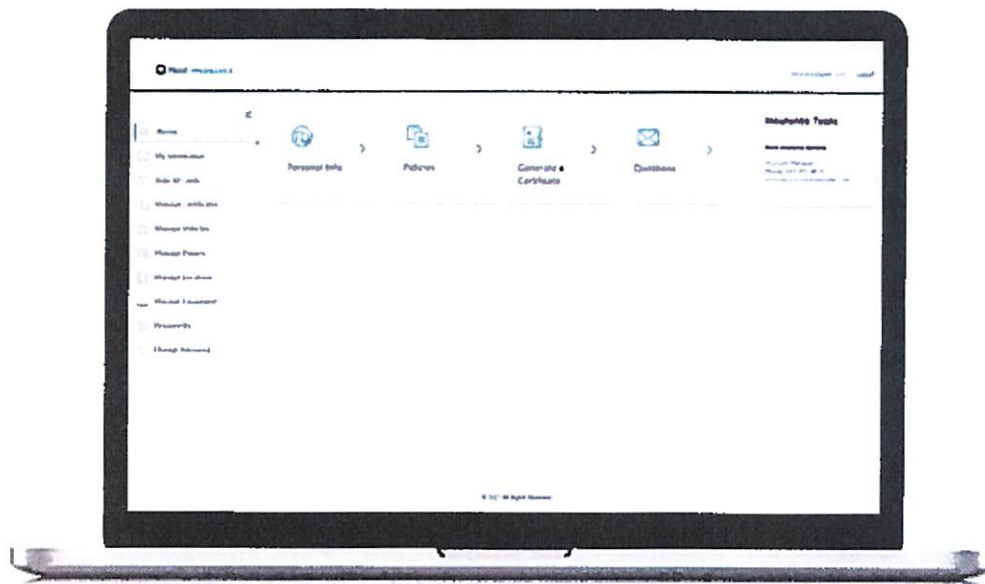
View or email your Certificates of Insurance (COIs), including attachments and endorsements when needed.

#### **ID CARDS**

View or email copies of your auto ID cards.

#### **CERTIFICATE HOLDERS**

View an up-to-date list of certificate holders and add, modify or delete as needed.



#### **CONTACT INFORMATION**

Access the contact information we have on file for your account.

#### **DOCUMENTS**

Keep resource documents handy.

#### **POLICY INFORMATION**

View your policy information, including locations, equipment, drivers, vehicles, deductibles and limits of your coverage.



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## **CERTIFICATES OF INSURANCE**

When a last-minute COI is required to conduct or continue business, you can efficiently process the documents, and provide automatic inclusion of attachments and endorsements when needed. You can view, print, email or fax a copy of the COI from your computer or mobile device.

## **AUTOMOBILE ID CARDS**

When you've lost or misplaced an auto ID card, you can view, print, email or fax a new copy directly from the online access portal or the app.

## **POLICY INFORMATION**

View items or coverage in all of the following areas:

- Locations
- Drivers and vehicles
- Equipment
- Limits and deductibles

This feature enables both your business and Frost Insurance to view the same information and ensure that nothing is omitted from a policy.

## **ONLINE POLICY CHANGE REQUESTS**

You have the ability to request changes to your insurance information, including adding, deleting and/or modifying coverage on your insurance policies. This service is available 24/7, offering a convenient way to communicate necessary policy changes to Frost Insurance. Of course, you still have the option to email or call your account manager with changes.

## **MANAGEMENT OF CERTIFICATE HOLDERS, LOSS PAYEES AND ADDITIONAL INSURED**

The Frost Insurance App and Online Service Center enables you to manage all of your certificate holders in one location. You can add, modify and delete holders at any time, as well as easily review certificate holders prior to renewal in order to eliminate past certificate holders who no longer do business with you or who do not require a renewal certificate. This enables you to distribute certificates only to those companies or individuals who have a current interest in your business or operations.

## **CONFIRMATION OF ALL ONLINE ACTIVITY**

One of the key features of the Frost Insurance App and Online Service Center is that all activity is verified through a confirmation email sent to the individual who initiates the activity. The email will confirm that the request has been received by Frost Insurance.

## **CUSTOMIZED USER ACCESS**

Because each user is assigned a unique login, you can provide access to one or more individuals in your office. Additionally, the Frost Insurance App and Online Service Center allows you to designate whether the user has full account access, or a more limited view allowing the user to issue certificates and auto IDs, but not initiate any policy changes.

## **PLEASE NOTE**

Requests for the addition, deletion or modification of coverage are not effective until authorized and confirmed by a licensed representative of Frost Insurance. These confirmations will typically be communicated within 24 hours of a request.

Contact your Frost Insurance team to learn how to get started using our Frost Insurance App and Online Service Center.

*Insurance products are offered through Frost Insurance for solicitation in the state of Texas and are not insured by the FDIC or any other Federal Government Agency; are not a deposit, obligation, or guaranteed by Frost Bank; and may lose value.*

## **CLAIMS DEPARTMENT SERVICES**

### **Act as Liaison Between You and the Insurance Carriers' Claims Services**

As the liaison between you and the selected insurance carriers, our primary responsibility would be to solve any problems that may arise regarding claim handling, from acknowledgement through investigation to the final payment. The Frost Insurance Claims Department will assist you in understanding the steps the adjuster is taking in the handling of your claims. The Frost Insurance Agency Claims Department will provide direction to the handling adjuster as needed to bring your claims to be fairest and most efficient conclusion possible.

### **Develop Claims Handling Procedures to be Followed**

The Frost Insurance Claims Department will assist you in developing reasonable and consistent handling instructions to be followed by the selected carriers. Once the handling instructions are in place, we will maintain contact with the carriers to ensure that the individual adjuster carries out these guidelines fully and accurately. These guidelines may include: requests for authority for payment or denial, contact procedures during an investigation, instruction for loss run distribution and directions for the use of outside vendors.

### **Assist in the Resolution of Coverage and Compensability Issues**

Whenever necessary the Frost Insurance Claims Department will assist you in reviewing and analyzing any coverage question or concern that may arise. We will assist in presenting your position to the carrier as well as assist in the explanation of the carrier's position. The Frost Insurance Claims Department will assist you in making every effort to come to an agreement and will advise you of your options if an agreement cannot be reached.

### **Perform Claim Reviews and Monthly Loss Run Reviews**

The Frost Insurance Claims Department views this as one of our most important functions. A periodic claim review would consist of a roundtable discussion of your open claims. Topics discussed would include the cause of the accident, current medical status, current work status, current reserves, wages, and all pertinent information available. We would utilize the knowledge available from all parties, the adjuster, your staff and the Frost Insurance Claims Department to develop a plan of action to bring each claim to a fair conclusion. Included in these discussions would be options available to you in the handling of each claim, from independent medical examinations and dispute resolution procedures to private investigators and settlement evaluations. In addition to claim review meetings your loss runs would be reviewed on a monthly basis

to monitor changes in reserves and frequency of claims. Once this information is analyzed it will be used to:

#### **Assist in the Monitoring and Controlling of Reserves**

If necessary, the Frost Insurance Claims Department will make suggestions to the handling adjusters regarding the appropriateness of the reserves set based on knowledge, judgment, past experience and the law.

#### **Quality of the Frost Insurance Agency Claims Department**

The Frost Insurance Claims Department provides an intelligent, well-educated and cooperative staff to assist you in all claim issues. The role of the Frost Insurance Claims Department is clear, we represent the insured and act as an advocate for the insured on all issues.





## RISK MANAGEMENT SERVICES FROST INSURANCE

Frost Insurance takes a systematic approach to help clients manage financial loss and reach their risk management goals. Our team of knowledgeable Frost risk control consultants will work with you to identify and prioritize your risk activities, help manage exposures and reduce future losses.

With experience across a broad range of industries, our team of risk control consultants also holds multiple professional designations:



Certified Safety and Health Official (CSHO)



Specialist In Safety and Health (SSH)



Certified Insurance Counselor (CIC)



Advanced Safety Certificate® (ASC)



Texas Licensed Risk Manager

### WHAT'S INCLUDED IN RISK MANAGEMENT SUPPORT?



#### RISK CONTROL CONSULTING SERVICES

- Risk surveys and inspections
- Insurance carrier visits
- Loss analysis and risk identification
- Safety programs
- Fleet safety
- Complex claims management
- Contractual risk transfer
- Regulatory compliance for OSHA, EPA, DOT and DHS
- Emergency operations and business continuity
- OSHA investigations, citations and resolutions



#### TECHNOLOGY RESOURCES

- MyWave Connect resource library for policies, safety, compliance and OSHA recordkeeping
- Certificates of insurance
- Two learning management systems (LMS)
- Risk Management Information System (RMIS)
- Regulatory updates and resources



#### CONTINUED EDUCATION

- Client specific webinars
- Risk guidance communications

### WE'RE HERE TO HELP

Frost is invested in the long-term success of your business. Effective risk management can help reduce losses, improve organizational resiliency and create a risk profile that is attractive to carrier partners. To learn more, speak to a Frost risk control consultant today at (866) 227-2099.

Please note that this information is provided to you for general informational purposes only and should not be considered an individualized recommendation or personalized advice. No warranty or representation, express or implied, is made by Frost Insurance Agency, Inc. or Frost Bank, nor does Frost Insurance Agency, Inc. or Frost Bank accept any liability with respect to the information set forth herein. Distribution hereof does not constitute legal, tax, accounting, investment, insurance or other professional advice. Recipients should consult their professional advisors prior to acting on the information set forth herein. The distribution or receipt hereof does not create a professional relationship or a contract between the recipient and either Frost Insurance Agency, Inc. or Frost Bank.

## INSURANCE SERVICES AGREEMENT

This INSURANCE SERVICES AGREEMENT ("Agreement"), shall be effective as of September 1, 2021 by and between Robstown ISD ("Client") and Frost Insurance ("Frost"). Client and Frost desire to enter into an agreement whereby Frost will provide insurance procurement and certain other services pertaining to Client's insurance and risk management program, as contained in this Agreement, including any schedules.

### I. Term & Termination

#### A. Term.

The term of this Agreement shall be for a period of twelve (12) months commencing September 1, 2021 and concluding August 31, 2022. The Agreement may be extended for up to four (4) additional years if agreed upon by both parties.

#### B. Termination.

Either party may terminate the agreement by giving the other party 30 days written notice. However, in the event of non-payment of fees, Frost may terminate the agreement by giving 10 days written notice in the event of client's nonpayment of fees. Notice shall be provided by fax, certified mail, or by Federal Express to the listed names and addresses under "IX. Notices" section of this Agreement.

### II. Insurance Services

Frost agrees to provide insurance procurement and certain services pertaining to Client's insurance and risk management program. These services include the following:

#### A. Insurance Placement and Policy Service

- Work jointly with Client to develop a placement strategy that meets Client's goals and objectives as outlined to Frost by client;
- Prepare an underwriting submission and specifications based on information received from Client;
- Market the submission to various insurance carriers, with the goal of providing a placement that meets the goals and objectives agreed to by Client and Frost;
- Negotiate with the various insurance carriers, and present our findings and recommendations to Client;



- Process policy changes and issue certificates of insurance changes as requested by Client;

**B. Claims Management Services**

- Track and monitor reported claims and claim reserves
- Schedule and attend claim reviews
- Advocate on disputes, issues and problems
- Provide claim status updates

**C. Risk Control Services**

- Conduct risk identification and analysis
- Analyze loss cost trends
- Develop and coordinate loss prevention and reduction programs
- Assist with carrier loss control recommendation

**D. Renewal Services**

- Conduct risk management roadmap review
- Establish renewal placement strategy, premium targets and carrier evaluation criteria

Please refer to Client Risk Management Roadmap for detailed schedule of service and timelines. Client will have access to internal support services available at Frost, which includes compliance support, worksite wellness consultation, renewal analysis support, and human resources technology consultation.

**III. Use of Strategic Partners**

It is understood and agreed to by Client that Frost may use Strategic Partners ("Partners") to perform certain tasks that are a part of the Agreement. Frost will coordinate and manage the services provided by these Partners. Unless otherwise stated, Partners will be compensated by Frost as part of the Agreement.

**IV. Compensation**

As consideration for the services agreed to by Client and Frost, Client agrees to pay a fee of \$20,000 payable to Frost Insurance.

**V. Privacy of Information**

In compliance with federal and state regulations, Frost may disclose nonpublic personal information to various insurance carriers in the course of assisting Client to obtain insurance products or service. Frost agrees that information obtained from the Client will not be disclosed to other third parties (besides insurance brokers and insurance carriers) without receiving the Client's written authorization prior to disclosure.

## VI. Choice of Law and Venue

This Agreement shall be interpreted and governed according to the laws of the State of Texas. In the event of any disputes, the parties to this Agreement agree that the venue shall be in the county of the Frost Insurance Agency office where this Agreement was negotiated.

## VII. Indemnification Provision

The Client shall defend, indemnify, and hold Frost harmless against all liability and damages, including attorney's fees and costs of investigation and defense arising out of or relating to:

1. Client acts, errors, omissions, misrepresentations; or
2. Damages sustained as a result of false information furnished by Client to Frost.

Frost shall defend, indemnify, and hold Client harmless against all liability, including attorney's fees and costs of investigation and defense incident thereto, arising out of or relating to:

1. Frost's negligent acts, omissions, misrepresentations, or errors; or
2. Damages sustained as of result of false information furnished by Frost to Client.

The parties specifically intend for this Indemnification Provision to satisfy the Express Negligence Standard, as understood under Texas law in *Ethyl Corp v. Daniel construction Co.*; 725 S.W.2d 705 (Tex. 1987).

## VIII. Dispute Resolution

In the event of a dispute, before filing a lawsuit, client and Frost agree to participate in a good faith one-day mediation before a mutually agreeable mediator. The parties agree that the exclusive forum for any litigation will be a Texas State District Court in the county where this Agreement was negotiated. Both parties waive the right to utilize arbitration.



## IX. Notices

Required notices can be delivered at the following locations:

FROST: Frost Insurance  
Attn: Bob Farish  
111 W Houston Street  
San Antonio, TX 78205

CLIENT: Robstown ISD  
Attn: Jose Moreno, Superintendent  
201 North First St.  
Robstown, TX 78380

## X. Entire Agreement

This Agreement and the referenced attachments represent the entire Insurance Services Agreement. Any changes to the Agreement must be in written form and signed by both parties.

Agreed to this \_\_\_\_ day of \_\_\_\_, 2021 by

Bob Farish  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title, as an Authorized  
Representative

Frost Insurance

Robstown ISD

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Insurer Name: Midwest Employers Casualty Company

Effective Date: \_\_\_\_\_

1. Name of Applicant (as shown on self-insurance permit):

2. Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties). (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation). (Not applicable in AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, MN, NM, OK, RI, TN, VA, VT, WA and WV).

Applicable in AL, AR, AZ, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

Applicable in Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company, penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

Applicable in Florida and Oklahoma: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (In FL, a person is guilty of a felony of the third degree).

Applicable in Kansas: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in Maine, Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Applicable in Utah: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Applicant's Name





REMIT TO:  
Frost Insurance Agency, Inc.  
P O Box 2411  
San Antonio, TX 78298-2411  
Phone: (210) 220-6420  
Fax: (210) 220-6460

Robstown ISD  
801 North First Street  
Robstown, TX 78380

INVOICE #		PAGE 1
ACCOUNT NO.	ACCOUNT MANAGER	DATE
ROBSISD-01	Patricia Medina	8/5/2022
POLICY TYPE:	Worker's Compensation, Risk Management	
POLICY #:	TBD	
COMPANY:	Midwest Employers Casualty	
PRODUCER:	Cyndi White	
EFFECTIVE	EXPIRATION	BALANCE DUE
9/1/2022	9/1/2023	UPON RECEIPT
AMOUNT PAID		AMOUNT DUE
\$		\$77,592.00

Eff. Date	Transaction Code	Policy Type	Description	Amount
9/1/2022	Renewal	EXWC	Excess Workers Compensation	\$57,592.00
		RSM	Risk Management	\$20,000.00
Invoice Balance:				\$77,592.00

*We can accept payment for this premium due via check, payable to Frost Insurance, or pay online at <https://frostinsurance.epaypolicy.com>. Please note there is an ACH fee of \$3.25 or credit card fee of 3.5% per transaction.*