



## Denton ISD

### Contribution & Coverage Summary (CCS)

Participation Period: July 1, 2019 through June 30, 2020

PROPERTY	Per Occurrence Limit	Deductible	Contribution
Risk of Direct Physical Loss to Buildings, Personal Property, and Other Structures			
All Perils Except Wind, Hurricane, and Hail	Blanket Replacement Cost \$1,199,478,768	\$100,000	\$1,211,474
Wind, Hurricane, and Hail		\$500,000	Included
Flood	\$2,000,000	\$100,000	Included
Earthquake	\$2,000,000	\$100,000	Included
Crime	\$100,000	\$50,000	Included
Additional Sublimits and/or Deductibles			
Sublimit for Wind, Hurricane, and Hail Loss to single ply membrane roofs and accompanying roof systems; all other deductibles apply	\$3,000,000	\$500,000	Included
Additional deductible(s) for Wind, Hurricane, and Hail - \$100,000 per building over 25,000 square feet sustaining damage, up to a maximum deductible for the Occurrence of \$1,000,000, inclusive of the Wind, Hurricane, and Hail deductible	\$1,199,478,768	\$100,000	Included
Equipment Breakdown			
Equipment Breakdown	\$100,000,000	\$100,000	Included

SCHOOL LIABILITY	Per Claim/Occurrence Limit	Deductible	Contribution
Professional Legal Liability Subject to \$5,000,000 Maximum Annual Aggregate	\$5,000,000	\$10,000	\$143,946
General Liability	\$5,000,000	\$0	Included
Employee Benefits Liability	\$100,000	\$0	Included

PRIVACY & INFORMATION SECURITY	Deductible	Contribution
\$100,000 Limit for Privacy Liability \$100,000 Limit for Claim/Event Response Services Notification costs for up to 10,000 individuals	\$0	Included

AUTOMOBILE	Limit	Deductible	Contribution
Automobile Liability \$100,000 per Person Bodily Injury Limits/\$300,000 per Occurrence Bodily Injury Limits/\$100,000 per Occurrence Property Damage Limits	\$100/\$300/\$100	\$2,500	\$99,660
Automobile Physical Damage			\$35,051
Comprehensive	Actual Cash Value	\$1,000	Included
Collision	Actual Cash Value	\$1,000	Included
TOTAL CONTRIBUTION <sup>(1)</sup>			\$1,490,131
<b><i>This is not an Invoice.</i></b>			

<sup>(1)</sup> Total Contribution does not include the fees for the following services. Please see these specific coverage documents after the signature page:

Workers' Compensation - Administration Services

Workers' Compensation - Run-In Claims Services

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## Conditions

### Property

**Named/Numbered Windstorm:** The term "Named/Numbered Windstorm" is defined as all loss and damage directly caused by, resulting from or arising out of Windstorm as named or numbered by the National Weather Bureau, National Hurricane Center or any recognized meteorological authority, including but not limited to loss or damage caused by wind driven rain, flood, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these.

The term "Tier 1" shall mean the Texas Counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio and Willacy.

The term "Tier 2" shall mean the Texas Counties of Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jasper, Jim Wells, Liberty, Live Oak, Newton, Orange, Victoria and Wharton.

The term "Harris County" shall mean the Texas County of Harris.

**Location:** A single street address where Covered Property is sited.

**Flood Zone Exclusions:** As to the Flood endorsement, Fund Member properties are excluded from coverage if they are located in certain Special Flood Hazard Areas (SFHA) identified on the Flood Insurance Rate Map. Fund Member property in the following SFHAs are excluded: Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-30, Zone AR/A, Zone AR/AH, Zone V, Zone VE, Zone VO, and Zones V1-V30. Fund Members with such properties should seek coverage under the National Flood Insurance Program (NFIP) or other Flood Program.

**Other Limits:** If more than one Per Occurrence Limit may be applicable, the Fund shall determine which limit will apply.

**Statement of Values:** Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property on a periodic basis and agrees to accept values provided by the Fund.

**Salvage:** The Fund will have the right, in its sole discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

**Claims Reporting:** Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement.

**Single Ply Membrane:** 'Single Ply Membrane' is synthetic roofing material that includes but is not limited to EPDM, TPO, and PVC membranes.

### Liability

**Prior Acts:** Fund Member certifies that all known or reported acts for which it is reasonably believed may result in a legal claim against the Member, have been fully disclosed. Additionally, Fund Member acknowledges that this coverage excludes any claims arising from such known or reported acts. This Agreement does not void coverage afforded to Fund Member under any previous Fund Agreement.

**Claims Reporting:** Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement.

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## Automobile

**Statement of Values:** Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property on a periodic basis and agrees to accept values provided by the Fund.

**Salvage:** The Fund will have the right, in its sole discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

**Claims Reporting:** Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement

## General

**Coverage:** Coverage terms and limits provided are as set out in this CCS and the Fund's Coverage Agreement for this participation period.

**Definitions:** Any terms not defined in this CCS will use the definition for that term from the corresponding Fund coverage agreement.

**Payment:** The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the applicable program for each contribution. Termination under this Agreement of any program shall not affect the remaining programs.

**Termination:** This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Section 4(a) of the Interlocal Participation Agreement. If this CCS is not terminated, the renewal CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.



## Denton ISD

### Workers' Compensation - Administrative Services Only

#### Contribution & Coverage Summary (CCS)

Participation Period: July 1, 2019 through June 30, 2020

#### Workers' Compensation Administrative Services Only

##### Claims & Administrative Fees

General Administrative Services	\$3,000 annually
New Indemnity Claim	\$725 per claim
New Medical Claim	\$125 per claim
New Record Only Claim	\$20 per claim

##### Optional Services & Fees

Actuarial Services Fee	Accepted <input checked="" type="checkbox"/>	\$4,500 annually
Loss Prevention Services	Accepted <input checked="" type="checkbox"/>	\$6,000 annually

Loss Prevention Services include a customized service plan, safety consultations and loss history reviews, safety training and presentations, and hazard and exposure surveys of facility and work areas.

##### Seasonal Benefit Adjustments

Adjustments are made during the summer break; self-insured Fund Members can decide to adjust weekly workers' compensation Temporary Income Benefits to zero during specific holidays. The Fund Member elects to stop/reduce weekly benefits during the selected breaks:

Spring Break  Yes  No      Thanksgiving Break  Yes  No      Winter Break  Yes  No

##### Fees Allocated To The Claim File

##### Claim Fees

Representation for BRCs, CCHs and SOAHs hearings and other regulatory representation	Prevailing judicial rates
Subrogation	Attorney assigned - 33%+expense
External Investigations	At cost
Legal Fees (regulated by DWC)	Per attorney rates

##### Cost Containment Fees

Pre Auth (RN)	\$80 per pre-authorization
Pre Auth (Physician)	\$80 per pre-authorization + time/expenses
External Case Management (ECM)	\$80/hour
ECM Travel & Wait Time	First two hours at fee, \$40/hour thereafter
Bill Review	\$8.00 per bill
Peer Review by Physician Advisor	Time & Expense

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## Workers' Compensation - Administrative Services Only

**Claim and Cost Containment Fees:** The majority of claims administrative costs are included in the claims administrative fees. Fees not included are allocated to the claim file and are passed through at prevailing rates.

**Indemnity Claim:** An injury where the employee has experienced more than seven days of compensable lost time, reduced wages for more than one week, incurred substantial medical treatment, compensability is questionable, involves subrogation or has reported an occupational illness, even if the employee has not missed any time from work.

**Medical Claim:** An injury requiring minor medical treatment and no more than seven days of compensable lost time.

**Record Only Claim:** An injury or incident without lost time requiring no medical treatment.

**Run-In Claims Administrative Services:** Run-In Claims are existing claims carried over from the previous administrator and transferred to the Fund for administration. A Detail Claim list itemizing all run-in claims, including the open/close status, is incorporated into this agreement. A Run-In Claim File Transfer Schedule will be developed upon program implementation. There is a one-time fee for initial data load for run-in claims. The initial transportation of open claim hard copy files is at cost.

**Loss Prevention Services:** Loss Prevention Services includes access to online standard loss prevention reports, online Loss Prevention Manual and Loss Prevention Safety Kits, and use of the Loss Prevention video and DVD resource library. Optional services are available.

**Stop Loss Coverage:** Fund Member will obtain its own stop loss coverage. The Fund may assist the Fund Member with stop loss placement. The Fund Member will reimburse the Fund for any stop loss premium payments made on behalf of the Fund Member within 30 days of receipt of an invoice. Stop loss premiums will be determined by the stop loss carrier and are not guaranteed by the Fund.

**Claims Reporting:** Fund Member will timely provide to the Fund all reports and filings required of an employer by the laws and regulations dealing with workers' compensation coverage in Texas (the Act). Any fines levied against the Fund for Fund Member's failure to comply with rules and regulations in the Act will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, Fund Member agrees to reimburse the Fund for all such costs.

**Benefit Limits:** Workers' Compensation benefits paid to Fund Member's employees under this Agreement will be as defined in the Act. The Fund is responsible for claims payments as reflected in this CCS. This Agreement does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of Fund Member for the payment of statutory workers' compensation benefits.

**Subrogation:** The Fund will provide subrogation recovery services to Fund Member. Fund Member will be entitled to recovered amounts and retains the right of final litigation-related settlement decisions, including subrogation.

**Cooperation:** Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

**Termination:** This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Section 4(a) of the Interlocal Participation Agreement. If this CCS is not terminated, the renewal CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

**Payment:** Fund Member agrees to pay the Fund each week an amount equal to the actual paid workers' compensation claim amounts from the previous week. The Fund Member also agrees to pay the Fund each month a claims fee and the amount of the administrative charges as shown in the CCS. The claims fee is applicable to each claim reported that is subsequently assigned a claim number to include indemnity, medical only, and report only claims. The Fund Member agrees to pay these amounts upon receipt of an invoice. Claims will only be handled while the Fund Member participates in the Fund's WC ASO program. Fund Member agrees to reimburse the Fund for all workers' compensation claims paid on the Fund Member's behalf up to the time all workers' compensation files are transferred to Fund Member with a transfer release. All payments by Fund Member will be made through an ACH transfer.

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## Program Coordinators

### Coordinator:

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current program coordinators as we have listed.

Property - Debbie Monschke

Liability - Debbie Monschke

Automobile - Debbie Monschke

Workers' Compensation - Debbie Monschke

If a Coordinator's name and contact information is not provided above, the current designated Coordinator and contact information will need to be completed below:

Program	Name	Title	Address	Phone	Email
Property	Chris Bomberger	Exec Dir. of Risk Mgmt, Benefits & Child Nutrition	1303 N. Locust, Denton, TX 76201	940-369-0272	cbomberger@dentonisd.org
Liability	Chris Bomberger	Exec Dir. of Risk Mgmt, Benefits & Child Nutrition	1303 N. Locust, Denton, TX 76201	940-369-0272	cbomberger@dentonisd.org
Automobile	Chris Bomberger	Exec Dir. of Risk Mgmt, Benefits & Child Nutrition	1303 N. Locust, Denton, TX 76201	940-369-0272	cbomberger@dentonisd.org
Workers' Compensation	Chris Bomberger	Exec Dir. of Risk Mgmt, Benefits & Child Nutrition	1303 N. Locust, Denton, TX 76201	940-369-0272	cbomberger@dentonisd.org

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Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

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Authorized signature

May 28, 2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

Board President  
\_\_\_\_\_  
Title