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**TASB RISK MANAGEMENT FUND  
Workers' Compensation Administrative Services Only Program  
Contribution & Coverage Summary (CCS)**

**Denton ISD**

**Participation Period: July 1, 2013 through June 30, 2014**

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**CLAIMS & ADMINISTRATIVE FEES**

General Administrative Services	\$9,600 annually
New Indemnity Claim	\$650 per claim
New Medical Claim	\$110 per claim
New Record Only Claim	\$20 per claim

**Loss Prevention Services Package** Included

**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

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**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-authorizations (RN)	\$80 per pre-authorization
Pre-Authorizations (Physician)	\$80 per pre-authorization + time/expense
External Case Management (ECM)	\$80/hour
ECM Travel & Waiting Time	First two hours at fee, \$40/hour thereafter
Bill Review	\$6.50 per bill
Peer Review by Physician Advisor	Time & expense

***This is not an invoice. An invoice will be emailed to the program coordinator and is payable within 30 days of receipt.***



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## DEFINITIONS, TERMS & CONDITIONS

**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 include service plans designed specifically for the Fund Member, safety consultant visits, safety training, facilities surveys, and loss prevention reports and presentations. Standard employee safety handbooks and customized employee safety handbooks are available at cost. Safety consultations are available upon request.

**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.

**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 a prorated amount of the annual administrative charges as shown in the CCS. The claims fee is applicable to each claim reported that is subsequently assigned a claim



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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 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.

**Coordinator:**

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all Workers' Compensation program matters. If a Coordinator's name and contact information is not provided below, the currently designated Coordinator and contact information will remain in effect.

**Debbie Monschke**

Name of Coordinator

**1307 N. Locust**

Coordinator address

**940-369-0010**

Coordinator phone

**940-369-4981**

Coordinator fax

**Assistant Superintendent of Administrative Svcs**

Coordinator title

**Denton, TX 76201**

City, state, and zip

**dmonschke@dentonisd.org**

E-mail address

**Fund Member:**

I certify that this information is correct. I affirm that I am duly authorized to sign this Contribution & Coverage Summary. Furthermore, I certify that I have read and agree to this Contribution & Coverage Summary and the Interlocal Participation Agreement.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**TASB Risk Management Fund:**

\_\_\_\_\_  
James B. Crow, Secretary

\_\_\_\_\_  
Date

