



May 5, 2021

Chris Bomberger

Denton ISD

Dear Chris Bomberger,

Today, more than ever, strong risk management resources and reliable coverage partners are important to secure and support your operations. We thank you for your membership in the TASB Risk Management Fund and look forward to a continued partnership this year. We are pleased to provide your renewal proposal for 2020-21 coverage with the Fund.

We often point to the **Value of Membership** in the TASB Risk Management Fund. That value makes the Fund the choice of over 1,000 Texas school districts and other educational entities for their risk management and coverage needs:

- **We are invested in you:** The Fund's financial strength, with over \$200 million in Members' Equity, means we have the financial security to handle your claims.
- **We have you covered:** The Fund's broad array of coverage options are tailored for and respond to the unique needs of Texas schools.
- **We are member-focused:** The Fund is committed to delivering the coverage and services that members need. 97% of Fund members are satisfied with their membership in the Fund.
- **We are in it for the long-haul:** Risk management and coverage needs change over time. The Fund has been responsive and innovative in adapting to its members' evolving environments since 1974.
- **We have a heart for education:** The Fund is administered by the Texas Association of School Boards (TASB). TASB understands the uniqueness of each school community in Texas and has Texas school children at the heart of its mission.

This year, the Fund has made several programs changes and updates for your consideration.

- The Fund expanded access to telemedicine options for **Workers' Compensation** members which makes seeking medical care easier for your employees. The Fund has also expanded access to **training** through the SafeSchools platform with new courses based on your program participation. For **Liability** members, this includes a state-approved cybersecurity training course.
- The Fund offers a Wind-Hail Deductible Buy-Down option for **Property** program members who want to lower their wind-hail deductible. Equipment Breakdown and Crime are included at no additional cost. Higher coverage limits are available for single-ply membrane roofing systems that meet independent rating standards (e.g., FM Global, UL) for severe or very severe hail resistance.
- The Fund has extended limited coverage to students participating in career and technology programs under **General Liability** and **Auto Liability** programs to help support innovative options for students.

- The Fund updated its **Privacy & Information Security** coverage (“cyber”) limits to a single \$250,000 combined limit. This replaces the current “three-limit” structure for liability, breach response, and notification costs and is an overall increase in limit. The coverage will continue to be offered without a deductible and the full \$250,000 limit is available for fraudulent direction claims. Due to increased claims costs related to evolving cyber risks, a \$2,500 contribution is being implemented. Higher limits are available for additional contribution.
- The Fund continues to provide \$250,000 of **Violent Acts** coverage to members in three or more Fund programs at no cost. This year, the coverage has been expanded to also include up to \$1 million in coverage for the demolition, remediation, or rebuilding of buildings after a violent act occurs. Violent Acts coverage provides expense reimbursements for post-event emergency costs, including mental health services, crisis communications, and other expenses.

Please sign the documents and return them to your Risk Management Marketing Consultant or to TASBRMF@tasbrmf.org.

Please carefully review all terms, conditions, and pricing of this proposal. If you are unsure about your plans to renew, please note that the agreement will automatically renew under the terms of this renewal proposal unless we receive written notice of termination at least 30 days prior to your renewal date.

If you have any questions about the renewal proposal or any aspect of your Fund membership, please contact Scot Parnell or any member of TASB’s Underwriting and Marketing Division at 800.482.7276. If you are ready to accept your renewal proposal, please type your first and last name and click “Accept and Sign” at the link where you accessed this proposal.

Thank you for your membership in the Fund. We look forward to our continued partnership.

Sincerely,
Scot Parnell
Risk Management Marketing Consultant
Division of Underwriting & Marketing
Texas Association of Schools Boards, Inc.

TASB Risk Management Fund
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CC:



Denton ISD

Workers' Compensation—Administrative Services Only (ASO) Participation Period: 7/1/2021 through 6/30/2022

The following is a summary of the charges, fees, and terms of participation in the Workers' Compensation—Administrative Services Only program.

Administrative & Other Annual Fees	Amount	
General Administrative Services	\$5,000	Annually
Actuarial Services	\$4,500	Annually
Loss Prevention Services	\$5,500	Annually
Document Storage	\$0	Annually

Claim Fees	Amount	
New Indemnity Claim	\$775	Per claim
New Medical Claim	\$150	Per claim
New Record Only Claim	\$20	Per claim

Allocated Claim & Cost Containment Fees	Amount	
Bill Review	\$9	Per bill
Pre-Authorization (RN)	\$85	Per pre-authorization
Pre-Authorization (Physician)	\$85	Per pre-authorization + time/expense
External Case Management (ECM)	\$90	Per hour
ECM Travel & Wait Time	\$40	Per hour
Peer Review by Physician Advisor	Time & Expense	
BRC, CCH, and SOAH and other regulatory representation	Prevailing judicial rates	
Subrogation Services	Included	
Subrogation Recovery	33% of recovery plus attorney fees	
External Investigations	At cost	
Legal Fees (regulated by DWC)	Per attorney rates	

Seasonal Benefit Adjustments		
Self-insured Fund Members may elect to adjust weekly workers' compensation Temporary Income Benefits (TIBS) to zero during specific holiday periods. Benefit adjustments are always made during the summer break. You have elected to stop/reduce TIBS during the break periods noted below. Please alert the Fund if you would like to modify your seasonal benefit adjustment periods. Common break periods are Thanksgiving, Winter Break, and Spring Break.		
Thanksgiving Break	Winter Break	Spring Break



Workers' Compensation—Administrative Services Only Terms & Conditions

Claim and Cost Containment Fees: The majority of claims administrative costs are included in 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, claim compensability is questionable, involves subrogation, or involves 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: Run-In Claims are existing claims carried over from a previous claims administrator and transferred to the Fund for administration. Allocated claim and cost containment fees apply as shown above to any claims transferred to and administered by the Fund from a previous claims administrator as "run-in" claims during this or any previous Participation Period.

Loss Prevention Services: Loss Prevention Services include a customized service plan, safety consultations and loss history reviews, safety training and presentations, hazard and exposure surveys of facilities and work areas. Annual fees for Loss Prevention Services are based on Fund member size, number of campuses, average claim levels, and estimated consultant activity.

Actuarial Services: If elected, the Fund will provide an actuarial report estimating the Fund Member's outstanding workers' compensation loss and allocated loss adjustment expense (ALAE) reserves to coincide with the Participation Period or the Fund Member's fiscal year. The report will be prepared by a Member of the American Academy of Actuaries (MAAA) qualified to issue an actuarial opinion.

Stop Loss Coverage: Fund Member will obtain its own stop loss coverage. The Fund may assist the Fund Member with stop loss placement, if requested. 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 and coverage terms 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 as defined in the Texas Workers' Compensation Act (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 Contribution & Coverage Summary (CCS) 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, less applicable attorney fees, and retains the right of final litigation-related settlement decisions, including subrogation.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. 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.



Program Coordinators

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. In addition to the Program Coordinator, the Fund Member may designate a Claims Contact and a Billing Contact for this program. Below are the current Coordinator and Contacts associated with the Fund Member's participation in the Workers' Compensation—Administrative Services Only program. If a Coordinator's or Contact's name and e-mail address are not listed or need to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators & Contacts

Role	Name	Title	E-mail
Coordinator	Chris Bomberger	Exec Dir of Benefits and Child Nutrition	cbomberger@dentonisd.org
Claims Contact	Phyllis Klein	Risk Management Specialist	pklein@dentonisd.org
Billing Contact			

Program Coordinator & Contact Updates

Role	Name	Title	E-mail
Coordinator			
Claims Contact			
Billing Contact			

If accepting this proposal electronically, you may scan and email this page to tasbrmf@tasbrmf.org to provide program coordinator updates.



Contribution & Coverage Summary General Conditions

Self-Insured: The Fund member self-insures its workers' compensation risk exposure. The Fund provides claims administration services only and extends no coverage for the Fund Members' workers' compensation obligations under the Act.

Payment: The Fund Member agrees to pay each month an amount equal to the actual paid workers' compensation claim amounts from the previous month. The Fund Member also agrees to pay the Fund each month claims fees and administrative charges as shown in this CCS. The claim fee is applicable to each claim reported and will be assigned based on the claim type (Indemnity, Medical, Record Only). The Fund Member agrees to pay these amounts upon receipt of an invoice. All payments by the Fund Member will be made through an ACH transfer.

Claims will only be administered while the Fund Member participates in the Workers' Compensation—Administrative Services Only 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 successfully transferred to the Fund Member or their designee with a transfer release.

Termination: The Fund will administer all claims while Fund Member participates in the Fund's Workers' Compensation—Administrative Services Only program. If Fund Member ceases to participate in the program, the Fund will transfer all claim files to the Fund Member or designee. The Fund is not responsible for any claims administration after 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 Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

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 and agree to this CCS and the Interlocal Participation Agreement.

Authorized Signature

Date

Printed Name

Title