



TASB Risk Management Fund
P.O. Box 301 • Austin, Texas 78767-0301 • 800.482.7276
12007 Research Blvd. • Austin, Texas 78759-2439 • tasbrmf.org
Administered by the Texas Association of School Boards

May 5, 2021

Bridget Chustz-Morrison

Fort Bend ISD

Dear Bridget Chustz-Morrison,

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.

You can accept your renewal proposal online. Please review these renewal proposal documents and then complete your electronic acceptance on the page where you accessed these documents. You may also sign these 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 Rosa Brown 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,
Rosa Brown
Risk Management Marketing Consultant
Division of Underwriting & Marketing
Texas Association of Schools Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: 512.467.3699

CC:



Fort Bend 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	\$9,600	Annually
Actuarial Services	\$4,500	Annually
Loss Prevention Services	\$6,000	Annually
Document Storage	\$876	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
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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	Bridget Chustz-Morrison	Risk Manager	bridget.chustzmorrison@fortbendis.com
Claims Contact	Anita Bertucci	Workers' Comp Specialist	anita.bertucci@fortbendis.com
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.

Charles E. Dupre

Authorized Signature

June 3, 2021 | 12:32 PM CDT

Date

Charles E. Dupre

Printed Name

Superintendent

Title

Certificate Of Completion

Envelope Id: FF03BF6AC29745DAB26392C349322F64	Status: Completed
Subject: Please DocuSign: Coverage Summary Agreement _TASB Risk Fund.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lamanda Nipps
Time Zone: (UTC-06:00) Central Time (US & Canada)	Lamanda.Nipps@fortbendisd.com
	IP Address: 12.238.50.108

Record Tracking

Status: Original	Holder: Lamanda Nipps	Location: DocuSign
5/28/2021 9:16:06 AM	Lamanda.Nipps@fortbendisd.com	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fort Bend Independent School District	Location: DocuSign

Signer Events

Signature	Timestamp
Charles E. Dupre	Sent: 5/28/2021 9:24:40 AM
Charles.Dupre@fortbendisd.com	Viewed: 6/3/2021 12:32:16 PM
Superintendent	Signed: 6/3/2021 12:32:26 PM
Fort Bend ISD	
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style
	Using IP Address: 50.226.26.94

Electronic Record and Signature Disclosure:
 Accepted: 6/3/2021 12:32:16 PM
 ID: b41b5c3d-ac8f-4346-b8f0-28f0679da845

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Signature	Timestamp
Jessilyn Allen	Sent: 5/28/2021 9:24:41 AM
Jessilyn.Allen@fortbendisd.com	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Bridget Chustz Morrison	Sent: 6/3/2021 12:32:27 PM
Bridget.Chustzmorrison@fortbendisd.com	
B Morrison	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

COPIED

Carbon Copy Events**Status****Timestamp**

Angela Forney

Angela.Forney@fortbendis.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 6/3/2021 12:32:28 PM

Viewed: 6/3/2021 2:52:51 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/28/2021 9:24:41 AM

Certified Delivered

Security Checked

6/3/2021 12:32:16 PM

Signing Complete

Security Checked

6/3/2021 12:32:26 PM

Completed

Security Checked

6/3/2021 12:32:28 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Fort Bend Independent School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Fort Bend Independent School District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: brenda.essenburg@fortbendisd.com

To advise Fort Bend Independent School District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at brenda.essenburg@fortbendisd.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Fort Bend Independent School District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to brenda.essenburg@fortbendisd.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Fort Bend Independent School District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to brenda.essenburg@fortbendisd.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Fort Bend Independent School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Fort Bend Independent School District during the course of your relationship with Fort Bend Independent School District.