



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

April 28, 2022

Bridget Chustz-Morrison

Fort Bend ISD

Dear Bridget Chustz-Morrison,

Strong risk management resources and reliable coverage partners are critical to managing operations at your organization. Thank you for trusting the TASB Risk Management Fund to support your efforts.

When you choose the Fund, you get more than a coverage provider. You get a stable ally that has served members for nearly five decades and is the choice of more than 1,000 Texas school districts and other educational entities for their risk management and coverage needs.

- **Financial Security:** The Fund's financial strength, with over \$200 million in Members' Equity, means we have the financial resources to handle your claims.
- **Responsive and Adaptable:** A risk pool, like the Fund, offers flexibility to customize coverage agreements to meet Texas public schools' unique needs. We pair a broad array of coverage options with comprehensive risk solutions so you can work compliantly, train and educate staff, and prevent and mitigate losses. We meet you where you are and deliver the services you need to navigate the ever-evolving risk landscape.
- **Trusted:** The Fund is administered by the Texas Association of School Boards (TASB), an organization founded on understanding the uniqueness of each school community in Texas. Led by a board of Texas public school board members and administrators, the Fund is focused on your needs.

We are pleased to provide you with a renewal proposal for your next coverage term. As an added convenience, **you may accept your renewal proposal online**. There are no changes in the coverage agreements this year. Coverage agreements may be accessed on the Fund's website. Please carefully review all terms and when ready, complete your electronic acceptance on the page where you accessed these documents. Enter your first and last name and then click "Accept and Sign." You may also sign these documents and return them by email to your Risk Management Marketing Consultant or to TASBRMF@tasbrmf.org. **Please note that coverage 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 are unsure of your plans to renew or 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.

Finally, please note that on March 1, 2022, the Fund's amended Interlocal Participation Agreement (IPA) was emailed to your organization's superintendent or chief executive as well as to designated Fund Program Contacts. The IPA serves as the foundational agreement by which eligible organizations join the Fund and was last updated in 2012. The amended IPA went into effect on May 1, 2022, and governs membership in all Fund programs, including the coverage in this renewal proposal.

If your organization has already returned an executed IPA, no further action is required. If you have not returned an executed IPA and plan to renew coverage with the Fund, you must return an executed IPA in conjunction with accepting this renewal proposal. The IPA must be approved by action of your Board of Trustees as required by Chapter 791 of the Texas Government Code. Please contact Rosa Brown if you have questions about the IPA.

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

Sincerely,

Rosa Brown

Senior Risk Management 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: 7/1/2022 through 6/30/2023

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	\$852	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	Bridget Chustz-Morrison	Director Risk Management	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.

DocuSigned by:

21CC8D7E08654E8...
Authorized Signature

June 2, 2022 | 8:32 AM CDT
Date

Bryan Guinn
Printed Name

CFO
Title

Certificate Of Completion

Envelope Id: 579D63987623460EA9C63759DA24554F	Status: Completed
Subject: Please DocuSign: FBISD ASO Renewal Form.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)	16431 Lexington Blvd.
	Sugar Land, TX 77479
	Lamanda.Nipps@fortbendisd.com
	IP Address: 199.72.83.108

Record Tracking

Status: Original	Holder: Lamanda Nipps	Location: DocuSign
6/1/2022 2:27:32 PM	Lamanda.Nipps@fortbendisd.com	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fort Bend Independent School District	Location: DocuSign

Signer Events

Bryan Guinn
 Bryan.Guinn@fortbendisd.com
 CFO
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 21CC6D7E048F4E6...
 Signature Adoption: Pre-selected Style
 Signed by link sent to
 Bryan.Guinn@fortbendisd.com
 Using IP Address: 199.72.83.94

Timestamp

Sent: 6/1/2022 2:28:56 PM
 Viewed: 6/2/2022 8:32:08 AM
 Signed: 6/2/2022 8:32:20 AM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2022 8:32:08 AM
 ID: 5d5776cc-c4d6-436a-af51-5b337238acff

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Nan Stout
 nan.stout@fortbendisd.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/1/2022 2:28:56 PM
 Viewed: 6/1/2022 2:39:58 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angela Forney
 Angela.Forney@fortbendisd.com
 Security Level: Email, Account Authentication (None)

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Sent: 6/2/2022 8:32:21 AM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/1/2022 2:28:56 PM
Certified Delivered	Security Checked	6/2/2022 8:32:08 AM
Signing Complete	Security Checked	6/2/2022 8:32:20 AM
Completed	Security Checked	6/2/2022 8:32:21 AM

Payment Events	Status	Timestamps
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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.