



# Board of Trustees

**Board Meeting**  
**February 23, 2018**  
**Bel Aire, Kansas**

City Hall  
7651 E Central Park Ave  
Bel Aire, KS 67226  
9:00 AM

# **BOARD OF TRUSTEES MEETING KANSAS MUNICIPAL INSURANCE TRUST**

**9:00 AM, Friday, February 23, 2018**

**City Hall\*, Bel Aire, KS**

1. Call-To-Order (President Randy Frazer)
2. Welcome (if any)
3. Trustee Absences / Quorum Declaration (Frazer)
4. Minutes Approval: Haysville Meeting of December 15, 2017 (Frazer)
5. Risk Management: Financial Reports (Kifer)
  - a. December 31, 2017 Financials
  - b. January 31, 2018 Financials
  - c. 'Pre-Audit' Fourth Quarter (12/31) 2017 KID Report
  - d. January 31, 2018 Cash and Investment Summary
6. Claims Management: Settlement Authority & Reserve Advisory (Miller)
7. Claims Management: TRISTAR Annual Update (Jason Shultz, TRISTAR Regional VP)
8. Loss Control Management: Activities/Update (Retter)
9. 'Ad Hoc' Committee Report (Dillner)
10. New KMIT Members Added (Osenbaugh)
  - a. Rozel (2/1)
11. Risk Management: Annual Pool Performance Historical Review (Cornejo)
12. General Administration: POET Update (Brian Stewart, ARC Physical Therapy+)
13. General Administration: Annual Marketing Overview (Osenbaugh)
14. Other Business
15. Adjourn (approximately 12:00 Noon)

# KANSAS MUNICIPAL INSURANCE TRUST

## Board of Trustees Minutes from December 15, 2017

*Unapproved*

**Meeting Convened:** Friday, September 17, 2017, in the Haysville Activity Center, in Haysville, KS. The meeting was called to order by KMIT President Randy Frazer at 9:03 A.M.

**Welcome:** Haysville Mayor Bruce Armstrong gave an opening welcome, highlighting the wonderful new Haysville Activity Center.

**Members Present:** *Board Members Present:* President Frazer (Moundridge), Vice President David Dillner (El Dorado), Treasurer Kerry Rozman (Clay Center), Past President Tim Hardy (Elkhart), Ty Lasher (Bel Aire), Janie Cox (Haysville), Carey Steier (Pittsburg), Michael Reagle (Garden City), Keith Schlaegel (Stockton), and Michael Webb (Edwardsville). *Staff:* Barbie Kifer (CORnerstone), Jess Cornejo (CORnerstone), Chris Retter (IMA), Paul Davis (CORnerstone), Gene Miller (TRISTAR), Renee Rhodes (IMA), and Don Osenbaugh (KMIT Pool Administrator). *Guests:* Deanna Furman (IMA), Lana McPherson (De Soto, Advisory Board Member) and Mac Manning (Retired, Advisory Board Member).

**Trustee Absences/Quorum Declaration:** Greg DuMars (Lindsborg) was absent. A quorum was declared by Frazer.

### Minutes:

1. **September, 2017 (Wichita):** Motion to approve as written by Lasher; seconded by Dillner. Approved unanimously.
2. **November 1, 2017 (Special Phone Meeting):** Motion to approve as written by Webb; seconded by Dillner. Approved unanimously.

### Financial Reports:

- a. September 30, 2017 Financials
- b. October 31, 2017 Financials
- c. November 30, 2017 Financials
- d. Third Quarter (9/30) 2017 KID Financial Report
- e. November 30, 2017 Cash/Investments Summary

Motion to approve both of the above reports made by Dillner; second by Rozman. Approved unanimously.

**Reserve Advisory and Settlement Authority:** Miller presented the following claims--

1. Claim #17691834 (Andover)--Reserve Advisory only.
2. Claim #17678313 (Neodesha)--Reserve Advisory only.
3. Claim #17684266 (Abilene)--Reserve Advisory only.
4. Claim #17693708 (Newton)--Reserve Advisory only.
5. Claim #2017076629 (Bonner Springs)--Reserve Advisory only.
6. Claim #17686110 (Wamego)--Reserve Advisory only.

**Loss Control Activities:** Rhodes reviewed the 2017 losses summaries, and presented an overview of the upcoming activities of her group, including the annually-updated audit checklist, and resources available to member cities.

**Excess Insurance Renewal:** Cornejo reviewed a summary spreadsheet of the excess insurance over the last five years, and the quote from Safety National for 2018. Following a motion by Dillner and a second by Schlaegel, the Board voted unanimously to keep the coverage level the same, with a deposit (estimated) premium of \$503,508.

**Directors and Officers (E&O) Liability Insurance:** Following a review of options by Cornejo, the Board voted unanimously to keep the (2018) coverage, through Lloyd's of London, at the same level as previous years, for a premium amount of \$15,939.22. Motion by Dillner; second by Rozman.

**KMU Contract for Services:** Osenbaugh presented a proposed contract for services between KMIT and the Kansas Municipal Utilities (KMU). A motion to approve the contract was made by Dillner and seconded by Lasher. Following a long discussion, Dillner withdrew his motion.

Following the above discussion, Hardy stated that he felt that an ad hoc committee should be appointed to look at the administrative needs of KMIT and other issues, and named Dillner, Rozman, Schlaegel and Lasher to be on the committee. Motion by Hardy, second by Webb. Unanimous.

**2018 KMIT Operating Budget:** Osenbaugh presented the 2018 Budget. The budget was unanimously approved as presented following a motion by Lasher and a second by Dillner.

**CORnerstone/IMA Year-In-Review:** Davis gave a report on the year.

**KMIT Year-In-Review:** Osenbaugh gave a report on the year.

**Other Business:** Osenbaugh gave a brief update:

1. The newsletter is changing to a email-only distribution. The last printed edition is due out now.
2. Pricing Day resulted in a final estimated-projected 2018 'risk' amount of approximately (\$625,000).

**Adjournment:** Motion to adjourn by Reagle; second by Dillner. Unanimous. Adjourned at 11:15 A.M.

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Don Osenbaugh, Pool Administrator (acting as Trustee-Designated Secretary)



# KMIT Balance Sheet

December 31, 2017

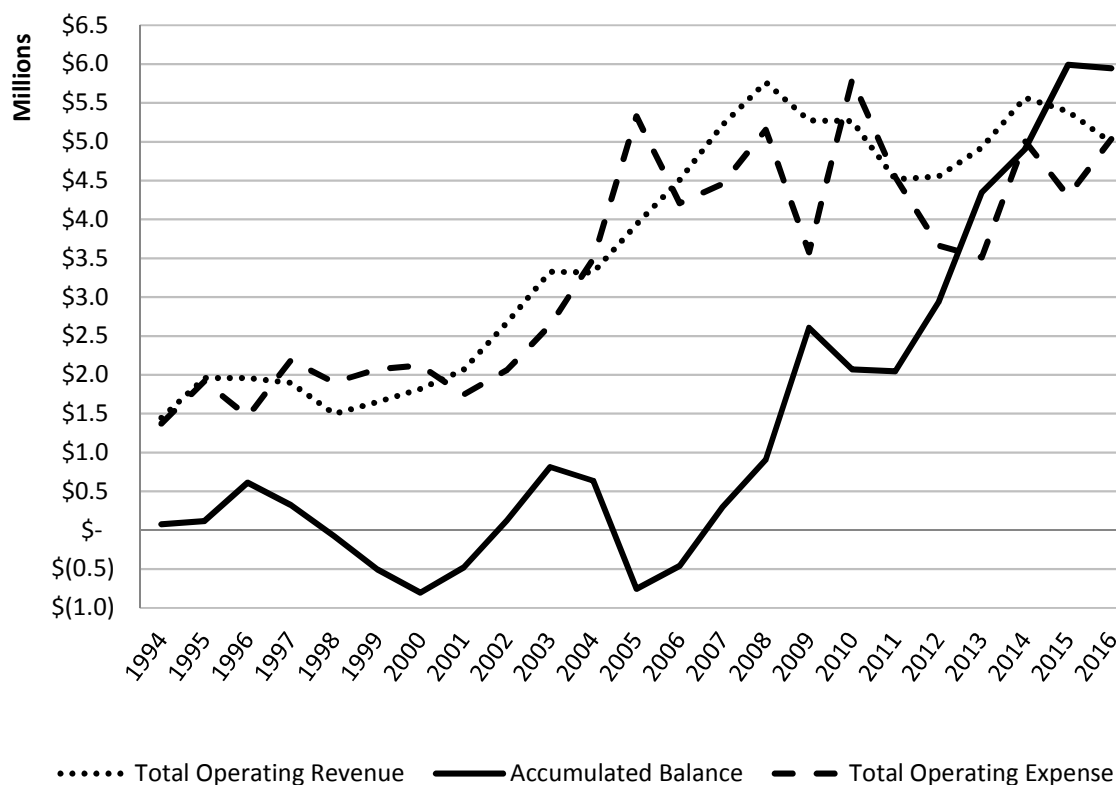
## ASSETS

Checking Accounts	\$	488,507
Investments	\$	15,302,097
Accrued Interest	\$	125,822
Accounts Receivable	\$	(37)
Excess Premium Receivable	\$	-
Specific Recoverable	\$	334,308
Aggregate Recoverable	\$	7,849
Prepaid Expenses	\$	1,045
<b>Total Assets</b>	<b>\$</b>	<b>16,259,591</b>

## LIABILITIES & EQUITY

Accounts Payable	\$	46,063
Excess Premium Payable	\$	-
Reserve for Losses	\$	4,025,982
IBNR Reserve	\$	4,978,887
Deposits on Premium	\$	688,875
Accrued Taxes and Assessments	\$	358,084
<b>Total Liabilities</b>	<b>\$</b>	<b>10,097,890</b>
<b>Total Equity</b>	<b>\$</b>	<b>6,161,701</b>
<b>Total Liabilities and Equity</b>	<b>\$</b>	<b>16,259,591</b>

## KMIT Financial Overview



# KMIT Profit and Loss

December 31, 2017

	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
	Closed	Closed	Closed	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date
<b>REVENUE FUND</b>															
Direct Premium Earned	\$ 1,422,582	\$ 1,885,501	\$ 1,843,047	\$ 1,754,515	\$ 1,377,722	\$ 1,552,110	\$ 1,689,773	\$ 1,965,656	\$ 2,616,641	\$ 3,274,489	\$ 3,256,648	\$ 3,837,793	\$ 4,272,140	\$ 4,950,171	\$ 5,519,169
Interest Income	\$ 22,675	\$ 73,225	\$ 114,912	\$ 142,705	\$ 116,190	\$ 96,882	\$ 129,613	\$ 101,694	\$ 50,668	\$ 52,492	\$ 59,068	\$ 96,274	\$ 234,986	\$ 263,024	\$ 245,802
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ 4,445	\$ 75	\$ -	\$ -	\$ 2,335	\$ -	\$ -	\$ -	\$ -	\$ 2,405	\$ -
<b>Total Operating Revenue</b>	<b>\$ 1,445,257</b>	<b>\$ 1,958,726</b>	<b>\$ 1,957,959</b>	<b>\$ 1,897,220</b>	<b>\$ 1,498,357</b>	<b>\$ 1,649,067</b>	<b>\$ 1,819,386</b>	<b>\$ 2,067,350</b>	<b>\$ 2,669,644</b>	<b>\$ 3,326,981</b>	<b>\$ 3,315,716</b>	<b>\$ 3,934,067</b>	<b>\$ 4,507,126</b>	<b>\$ 5,215,600</b>	<b>\$ 5,764,971</b>
		\$ 390,462													
<b>ADMINISTRATION FUND EXPENSE</b>	<b>\$ 477,137</b>	<b>\$ 601,545</b>	<b>\$ 492,669</b>	<b>\$ 527,664</b>	<b>\$ 491,290</b>	<b>\$ 454,892</b>	<b>\$ 450,216</b>	<b>\$ 437,028</b>	<b>\$ 533,041</b>	<b>\$ 649,336</b>	<b>\$ 739,158</b>	<b>\$ 815,087</b>	<b>\$ 907,107</b>	<b>\$ 917,158</b>	<b>\$ 954,231</b>
<b>CLAIMS FUND EXPENSE</b>															
Claims Paid Expense	\$ 716,700	\$ 1,049,152	\$ 790,125	\$ 2,073,604	\$ 2,001,004	\$ 1,742,969	\$ 1,444,597	\$ 1,097,367	\$ 1,211,714	\$ 1,874,209	\$ 2,289,083	\$ 3,923,926	\$ 2,598,192	\$ 2,767,941	\$ 3,324,499
Claims Paid Adjusting Expense	\$ 25,541	\$ 54,345	\$ 46,505	\$ 90,802	\$ 85,056	\$ 143,660	\$ 123,473	\$ 83,207	\$ 129,112	\$ 149,296	\$ 150,155	\$ 244,094	\$ 180,161	\$ 192,990	\$ 238,007
Claims Reserve Expense	\$ -	\$ -	\$ -	\$ -	\$ 65,550	\$ 53,374	\$ 9,997	\$ -	\$ -	\$ -	\$ 40,929	\$ 145,506	\$ 62,704	\$ 111,392	\$ 189,253
Claims Reserves Adjusting Expense	\$ -	\$ -	\$ -	\$ -	\$ 5,541	\$ 4,042	\$ 2,241	\$ -	\$ -	\$ -	\$ 684	\$ 10,776	\$ 12,267	\$ 10,246	\$ 12,602
IBNR Reserve Expense	\$ -	\$ -	\$ -	\$ -	\$ 2,921	\$ -	\$ 2,084	\$ -	\$ -	\$ -	\$ 51,322	\$ -	\$ 64,312	\$ 90,794	\$ 63,045
Excess Work Comp Insurance	\$ 151,393	\$ 210,142	\$ 133,376	\$ 117,122	\$ 79,456	\$ 80,124	\$ 86,819	\$ 127,168	\$ 189,458	\$ 366,991	\$ 221,435	\$ 374,472	\$ 384,425	\$ 420,728	\$ 372,790
Specific Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ (90,454)	\$ (50,667)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specific Recovery Expense	\$ -	\$ -	\$ -	\$ (268,748)	\$ (740,988)	\$ (232,568)	\$ -	\$ -	\$ (400,137)	\$ -	\$ (188,126)	\$ -	\$ (53,999)	\$ -	\$ -
Aggregate Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,849)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aggregate Recovery Expense	\$ -	\$ -	\$ -	\$ (352,627)	\$ -	\$ (112,699)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Claims Fund Expense</b>	<b>\$ 893,634</b>	<b>\$ 1,313,638</b>	<b>\$ 970,007</b>	<b>\$ 1,660,153</b>	<b>\$ 1,408,086</b>	<b>\$ 1,620,386</b>	<b>\$ 1,669,211</b>	<b>\$ 1,307,742</b>	<b>\$ 1,530,284</b>	<b>\$ 1,990,358</b>	<b>\$ 2,753,608</b>	<b>\$ 4,510,648</b>	<b>\$ 3,302,062</b>	<b>\$ 3,540,093</b>	<b>\$ 4,200,195</b>
<b>Total Operating Expense</b>	<b>\$ 1,370,771</b>	<b>\$ 1,915,183</b>	<b>\$ 1,462,676</b>	<b>\$ 2,187,817</b>	<b>\$ 1,899,376</b>	<b>\$ 2,075,278</b>	<b>\$ 2,119,427</b>	<b>\$ 1,744,770</b>	<b>\$ 2,063,325</b>	<b>\$ 2,639,694</b>	<b>\$ 3,492,766</b>	<b>\$ 5,325,735</b>	<b>\$ 4,209,169</b>	<b>\$ 4,457,251</b>	<b>\$ 5,154,426</b>
<b>BALANCES</b>															
KMIT Statutory Fund Balance	\$ 74,486	\$ 43,543	\$ 495,283	\$ (290,597)	\$ (401,018)	\$ (426,211)	\$ (300,041)	\$ 322,580	\$ 606,319	\$ 687,287	\$ (177,050)	\$ (1,391,668)	\$ 297,957	\$ 758,349	\$ 610,545
<b>Accumulated Balance</b>	<b>\$ 74,486</b>	<b>\$ 118,029</b>	<b>\$ 613,312</b>	<b>\$ 322,715</b>	<b>\$ (78,303)</b>	<b>\$ (504,514)</b>	<b>\$ (804,555)</b>	<b>\$ (481,975)</b>	<b>\$ 124,344</b>	<b>\$ 811,631</b>	<b>\$ 634,581</b>	<b>\$ (757,087)</b>	<b>\$ (459,130)</b>	<b>\$ 299,219</b>	<b>\$ 909,764</b>

# KMIT Profit and Loss

December 31, 2017

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2017	Total
	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Budget	Accrued To Date
<b>REVENUE FUND</b>											
Direct Premium Earned	\$ 5,193,427	\$ 5,213,859	\$ 4,442,326	\$ 4,484,533	\$ 4,853,835	\$ 5,460,344	\$ 5,261,044	\$ 4,829,526	\$ 5,326,572	\$ 5,052,000	\$ 86,283,423
Interest Income	\$ 81,601	\$ 52,768	\$ 72,925	\$ 70,104	\$ 71,861	\$ 107,601	\$ 128,600	\$ 160,374	\$ 216,429	\$ 130,000	\$ 2,762,423
Miscellaneous Income	\$ -	\$ -	\$ 1,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,701
<b>Total Operating Revenue</b>	<b>\$ 5,275,028</b>	<b>\$ 5,266,578</b>	<b>\$ 4,516,692</b>	<b>\$ 4,554,637</b>	<b>\$ 4,925,696</b>	<b>\$ 5,567,945</b>	<b>\$ 5,389,644</b>	<b>\$ 4,989,900</b>	<b>\$ 5,543,001</b>	<b>\$ 5,182,000</b>	<b>\$ 89,056,547</b>
<b>ADMINISTRATION FUND EXPENSE</b>	<b>\$ 952,030</b>	<b>\$ 1,032,450</b>	<b>\$ 967,370</b>	<b>\$ 932,133</b>	<b>\$ 994,103</b>	<b>\$ 1,067,860</b>	<b>\$ 1,056,271</b>	<b>\$ 1,125,009</b>	<b>\$ 1,155,519</b>	<b>\$ 1,244,000</b>	<b>\$ 18,730,303</b>
<b>CLAIMS FUND EXPENSE</b>											
Claims Paid Expense	\$ 2,031,890	\$ 3,850,045	\$ 2,695,310	\$ 1,920,199	\$ 1,712,460	\$ 3,153,803	\$ 1,642,126	\$ 1,445,749	\$ 882,141	\$ -	\$ 48,238,803
Claims Paid Adjusting Expense	\$ 131,299	\$ 185,842	\$ 146,682	\$ 168,247	\$ 123,540	\$ 123,805	\$ 121,913	\$ 82,027	\$ 24,168	\$ -	\$ 3,043,927
Claims Reserve Expense	\$ 23,135	\$ 247,021	\$ 167,424	\$ 65,552	\$ 28,937	\$ 310,379	\$ 181,290	\$ 303,773	\$ 1,779,287	\$ -	\$ 3,785,503
Claims Reserves Adjusting Expense	\$ 5,359	\$ 11,661	\$ 5,296	\$ 9,425	\$ 5,670	\$ 16,208	\$ 20,199	\$ 25,832	\$ 82,431	\$ -	\$ 240,480
IBNR Reserve Expense	\$ 92,374	\$ 125,069	\$ 223,822	\$ 242,049	\$ 251,591	\$ 410,844	\$ 824,986	\$ 1,603,204	\$ 930,471	\$ -	\$ 4,978,887
Excess Work Comp Insurance	\$ 341,935	\$ 351,375	\$ 336,966	\$ 337,595	\$ 395,128	\$ 432,750	\$ 456,352	\$ 451,042	\$ 471,772	\$ 480,000	\$ 6,890,814
Specific Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (193,186)	\$ -	\$ -	\$ -	\$ -	\$ (334,308)
Specific Recovery Expense	\$ -	\$ (43)	\$ -	\$ (9,965)	\$ -	\$ (311,814)	\$ -	\$ -	\$ -	\$ -	\$ (2,206,387)
Aggregate Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,849)
Aggregate Recovery Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (465,326)
<b>Claims Fund Expense</b>	<b>\$ 2,625,992</b>	<b>\$ 4,770,970</b>	<b>\$ 3,575,500</b>	<b>\$ 2,733,102</b>	<b>\$ 2,517,325</b>	<b>\$ 3,942,788</b>	<b>\$ 3,246,866</b>	<b>\$ 3,911,627</b>	<b>\$ 4,170,269</b>	<b>\$ 480,000</b>	<b>\$ 64,164,544</b>
<b>Total Operating Expense</b>	<b>\$ 3,578,022</b>	<b>\$ 5,803,420</b>	<b>\$ 4,542,870</b>	<b>\$ 3,665,235</b>	<b>\$ 3,511,428</b>	<b>\$ 5,010,648</b>	<b>\$ 4,303,137</b>	<b>\$ 5,036,636</b>	<b>\$ 5,325,788</b>	<b>\$ 1,724,000</b>	<b>\$ 82,894,846</b>
<b>BALANCES</b>											
KMIT Statutory Fund Balance	\$ 1,697,006	\$ (536,842)	\$ (26,178)	\$ 889,402	\$ 1,414,268	\$ 557,297	\$ 1,086,507	\$ (46,735)	\$ 217,213	\$ 3,458,000	\$ 6,161,701
<b>Accumulated Balance</b>	<b>\$ 2,606,770</b>	<b>\$ 2,069,928</b>	<b>\$ 2,043,750</b>	<b>\$ 2,933,151</b>	<b>\$ 4,347,419</b>	<b>\$ 4,904,716</b>	<b>\$ 5,991,223</b>	<b>\$ 5,944,488</b>	<b>\$ 6,161,701</b>		

# KMIT Admin Expenses

December 31, 2017

	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
	Closed	Closed	Closed	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date
<b>GENERAL EXPENSES</b>															
Agent Commissions	\$ -	\$ -	\$ -	\$ -	\$ 969	\$ 4,919	\$ 5,239	\$ 12,669	\$ 33,803	\$ 44,060	\$ 43,231	\$ 61,486	\$ 75,650	\$ 77,961	\$ 88,532
Directors and Officers Insurance	\$ -	\$ 489	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,367	\$ 18,542
Meetings/Travel	\$ -	\$ 6,971	\$ 976	\$ 5,318	\$ 1,206	\$ -	\$ 149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies/Miscellaneous	\$ -	\$ 8,984	\$ 2,596	\$ 3,913	\$ 5,357	\$ 11,585	\$ 6,020	\$ 18,223	\$ 26,103	\$ 28,939	\$ 41,820	\$ 23,173	\$ 66,332	\$ 33,865	\$ 26,155
Bank Fees	\$ 1,249	\$ 4,735	\$ 579	\$ 658	\$ 263	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,638
Write Off	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LKM Clearing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub Total</b>	<b>\$ 1,249</b>	<b>\$ 21,179</b>	<b>\$ 4,151</b>	<b>\$ 9,889</b>	<b>\$ 7,795</b>	<b>\$ 16,504</b>	<b>\$ 11,408</b>	<b>\$ 30,892</b>	<b>\$ 59,906</b>	<b>\$ 72,999</b>	<b>\$ 85,051</b>	<b>\$ 84,659</b>	<b>\$ 141,982</b>	<b>\$ 132,193</b>	<b>\$ 135,867</b>
<b>REGULATORY</b>															
Kansas Insurance Dept (KID) Premium Tax	\$ 12,847	\$ 18,402	\$ 13,177	\$ 10,823	\$ 13,893	\$ 18,215	\$ 19,568	\$ 18,564	\$ 24,377	\$ 29,017	\$ 30,168	\$ 34,004	\$ 40,212	\$ 46,194	\$ 54,139
KID Pool Assessment	\$ 9,407	\$ -	\$ 5,372	\$ 3,470	\$ 3,798	\$ 1,855	\$ 2,693	\$ 4,355	\$ 3,341	\$ 5,983	\$ 2,844	\$ 3,900	\$ -	\$ 4,300	\$ 3,409
KID Workers Compensation Assessment	\$ 64,034	\$ 44,011	\$ 25,322	\$ 48,345	\$ 31,243	\$ 14,594	\$ 10,372	\$ 1,795	\$ 7,770	\$ 19,748	\$ 47,137	\$ 91,805	\$ 47,193	\$ 32,896	\$ 32,770
KID State Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
KDOL Annual Assessment Fee	\$ 9,073	\$ 15,053	\$ 12,410	\$ 42,620	\$ 39,840	\$ 44,580	\$ 39,503	\$ 30,885	\$ 34,311	\$ 39,671	\$ 57,589	\$ 71,455	\$ 80,155	\$ 81,570	\$ 88,550
<b>Sub Total</b>	<b>\$ 95,360</b>	<b>\$ 77,466</b>	<b>\$ 56,281</b>	<b>\$ 105,257</b>	<b>\$ 88,773</b>	<b>\$ 79,244</b>	<b>\$ 72,135</b>	<b>\$ 55,599</b>	<b>\$ 69,799</b>	<b>\$ 94,418</b>	<b>\$ 137,739</b>	<b>\$ 201,164</b>	<b>\$ 167,559</b>	<b>\$ 164,960</b>	<b>\$ 178,867</b>
<b>CONTRACTURAL</b>															
Financial Audit	\$ 4,603	\$ -	\$ 6,639	\$ 32,625	\$ 12,292	\$ 8,288	\$ 10,973	\$ 8,474	\$ 9,600	\$ 9,806	\$ 10,465	\$ 10,264	\$ 33,013	\$ 6,462	\$ 13,127
Actuarial	\$ -	\$ -	\$ 2,855	\$ 5,000	\$ 25,033	\$ 5,859	\$ 5,703	\$ 7,062	\$ 6,148	\$ 6,272	\$ 7,862	\$ 9,000	\$ 9,991	\$ 12,860	\$ 13,000
Risk Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000	\$ 60,000	\$ 70,000
Risk Control	\$ -	\$ -	\$ 82,500	\$ 99,073	\$ 87,000	\$ 80,000	\$ 80,000	\$ 85,000	\$ 92,500	\$ 105,000	\$ 113,000	\$ 120,000	\$ 130,000	\$ 140,000	\$ 140,000
Claims Adjusting	\$ 298,447	\$ 312,500	\$ 194,842	\$ 105,470	\$ 100,000	\$ 105,000	\$ 110,000	\$ 110,000	\$ 125,000	\$ 135,000	\$ 140,000	\$ 140,000	\$ 150,000	\$ 165,000	\$ 165,000
Risk Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Admin Services	\$ 77,478	\$ 190,400	\$ 145,400	\$ 170,350	\$ 170,396	\$ 159,996	\$ 159,996	\$ 140,000	\$ 160,000	\$ 176,000	\$ 193,000	\$ 200,000	\$ 210,000	\$ 220,000	\$ 220,000
Payroll Audits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,088	\$ 9,840	\$ 12,042	\$ -	\$ 14,562	\$ 15,684	\$ 18,370
Rating Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Crime	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Web Hosting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Endorsement Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub Total</b>	<b>\$ 380,528</b>	<b>\$ 502,900</b>	<b>\$ 432,236</b>	<b>\$ 412,518</b>	<b>\$ 394,721</b>	<b>\$ 359,144</b>	<b>\$ 366,672</b>	<b>\$ 350,536</b>	<b>\$ 403,336</b>	<b>\$ 481,918</b>	<b>\$ 516,368</b>	<b>\$ 529,264</b>	<b>\$ 597,566</b>	<b>\$ 620,006</b>	<b>\$ 639,497</b>
<b>Administration Fund Expense</b>	<b>\$ 477,137</b>	<b>\$ 601,545</b>	<b>\$ 492,669</b>	<b>\$ 527,664</b>	<b>\$ 491,290</b>	<b>\$ 454,892</b>	<b>\$ 450,216</b>	<b>\$ 437,028</b>	<b>\$ 533,041</b>	<b>\$ 649,336</b>	<b>\$ 739,158</b>	<b>\$ 815,087</b>	<b>\$ 907,107</b>	<b>\$ 917,158</b>	<b>\$ 954,231</b>

# KMIT Admin Expenses

December 31, 2017

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2017	Total
	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Budget	Accrued To Date
<b>GENERAL EXPENSES</b>											
Agent Commissions	\$ 94,214	\$ 93,637	\$ 82,860	\$ 96,481	\$ 102,636	\$ 97,189	\$ 97,505	\$ 90,158	\$ 109,580	\$ 95,000	\$ 1,312,779
Directors and Officers Insurance	\$ 15,857	\$ 15,942	\$ 16,038	\$ 16,488	\$ 17,224	\$ 15,956	\$ 15,667	\$ 15,970	\$ 15,939	\$ 17,000	\$ 184,479
Meetings/Travel	\$ -	\$ -	\$ 829	\$ 4,881	\$ 19,334	\$ 29,749	\$ 19,897	\$ 22,638	\$ 20,165	\$ 20,000	\$ 132,113
Contingencies/Miscellaneous	\$ 34,318	\$ 2,657	\$ 1,708	\$ 3,175	\$ 3,623	\$ 4,385	\$ 3,884	\$ 2,594	\$ (2,597)	\$ 6,000	\$ 356,812
Bank Fees	\$ 2,758	\$ 9,239	\$ 5,776	\$ 4,159	\$ 7,528	\$ 4,460	\$ 5,998	\$ 6,333	\$ 7,375	\$ 8,000	\$ 63,748
Write Off	\$ -	\$ -	\$ (104)	\$ -	\$ -	\$ -	\$ -	\$ 464	\$ -	\$ -	\$ 360
LKM Clearing	\$ -	\$ -	\$ 60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60
Marketing	\$ -	\$ -	\$ -	\$ 439	\$ 452	\$ 161	\$ 34	\$ 502	\$ -	\$ 2,000	\$ 1,588
Office Supplies	\$ -	\$ -	\$ -	\$ 1,112	\$ 1,830	\$ 3,732	\$ 4,485	\$ 6,176	\$ 9,399	\$ 9,000	\$ 26,733
<b>Sub Total</b>	<b>\$ 147,147</b>	<b>\$ 121,475</b>	<b>\$ 107,167</b>	<b>\$ 126,735</b>	<b>\$ 152,627</b>	<b>\$ 155,632</b>	<b>\$ 147,469</b>	<b>\$ 144,835</b>	<b>\$ 159,862</b>	<b>\$ 157,000</b>	<b>\$ 2,078,673</b>
<b>REGULATORY</b>											
Kansas Insurance Dept (KID) Premium Tax	\$ 48,525	\$ 49,030	\$ 40,919	\$ 43,445	\$ 44,349	\$ 51,057	\$ 47,827	\$ 46,830	\$ 49,030	\$ 50,000	\$ 804,611
KID Pool Assessment	\$ 3,476	\$ 3,500	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,701
KID Workers Compensation Assessment	\$ 28,363	\$ 57,704	\$ 65,962	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 671,063
KID State Audit	\$ -	\$ -	\$ 12,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,652
KDOL Annual Assessment Fee	\$ 59,544	\$ 101,004	\$ 38,843	\$ 81,821	\$ 83,007	\$ 129,329	\$ 88,513	\$ 99,573	\$ 109,329	\$ 200,000	\$ 1,478,228
<b>Sub Total</b>	<b>\$ 139,908</b>	<b>\$ 211,238</b>	<b>\$ 161,376</b>	<b>\$ 125,266</b>	<b>\$ 127,357</b>	<b>\$ 180,387</b>	<b>\$ 136,340</b>	<b>\$ 146,402</b>	<b>\$ 158,359</b>	<b>\$ 250,000</b>	<b>\$ 3,031,255</b>
<b>CONTRACTURAL</b>											
Financial Audit	\$ 18,608	\$ 31,565	\$ 12,023	\$ 11,738	\$ 11,904	\$ 15,803	\$ 13,803	\$ 12,000	\$ 12,500	\$ 27,000	\$ 316,575
Actuarial	\$ 13,750	\$ 14,000	\$ 14,000	\$ 14,250	\$ 14,250	\$ 15,000	\$ 14,500	\$ 15,000	\$ 15,000	\$ 15,000	\$ 246,395
Risk Management	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 170,000	\$ 170,000	\$ 190,000	\$ 205,000	\$ 210,000	\$ 1,495,000
Risk Control	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 150,000	\$ 150,000	\$ 155,000	\$ 155,000	\$ 155,000	\$ 155,000	\$ 2,699,073
Claims Adjusting	\$ 175,000	\$ 195,000	\$ 185,000	\$ 185,000	\$ 185,000	\$ 185,000	\$ 205,000	\$ 205,000	\$ 210,000	\$ 210,000	\$ 4,086,259
Risk Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,671	\$ 14,651	\$ 27,647	\$ 12,113	\$ 15,000	\$ 64,082
POET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,425	\$ 10,513	\$ 20,138	\$ 12,000	\$ 38,075
Pool Admin Services	\$ 225,000	\$ 225,000	\$ 230,000	\$ 230,004	\$ 75,600	\$ 81,900	\$ 98,560	\$ 99,360	\$ 101,847	\$ 102,000	\$ 3,960,287
Payroll Audits	\$ 17,617	\$ 19,173	\$ 19,000	\$ 16,318	\$ 16,000	\$ 20,143	\$ 19,923	\$ 19,954	\$ 20,000	\$ 21,000	\$ 248,712
Rating Services	\$ -	\$ -	\$ 22,650	\$ 6,636	\$ 18,702	\$ 10,887	\$ 754	\$ 27,105	\$ 11,595	\$ -	\$ 98,329
Crime	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 348	\$ -	\$ 348
Web Hosting	\$ -	\$ -	\$ 1,155	\$ 1,187	\$ 2,663	\$ 3,439	\$ 2,846	\$ 2,193	\$ 3,758	\$ -	\$ 17,240
Endorsement Fee	\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 350,000
<b>Sub Total</b>	<b>\$ 664,975</b>	<b>\$ 699,738</b>	<b>\$ 698,827</b>	<b>\$ 680,133</b>	<b>\$ 714,119</b>	<b>\$ 731,842</b>	<b>\$ 772,461</b>	<b>\$ 833,772</b>	<b>\$ 837,298</b>	<b>\$ 837,000</b>	<b>\$ 13,620,375</b>
<b>Administration Fund Expense</b>	<b>\$ 952,030</b>	<b>\$ 1,032,450</b>	<b>\$ 967,370</b>	<b>\$ 932,133</b>	<b>\$ 994,103</b>	<b>\$ 1,067,860</b>	<b>\$ 1,056,271</b>	<b>\$ 1,125,009</b>	<b>\$ 1,155,519</b>	<b>\$ 1,244,000</b>	<b>\$ 18,730,303</b>

# KMIT Balance Sheet

January 31, 2018

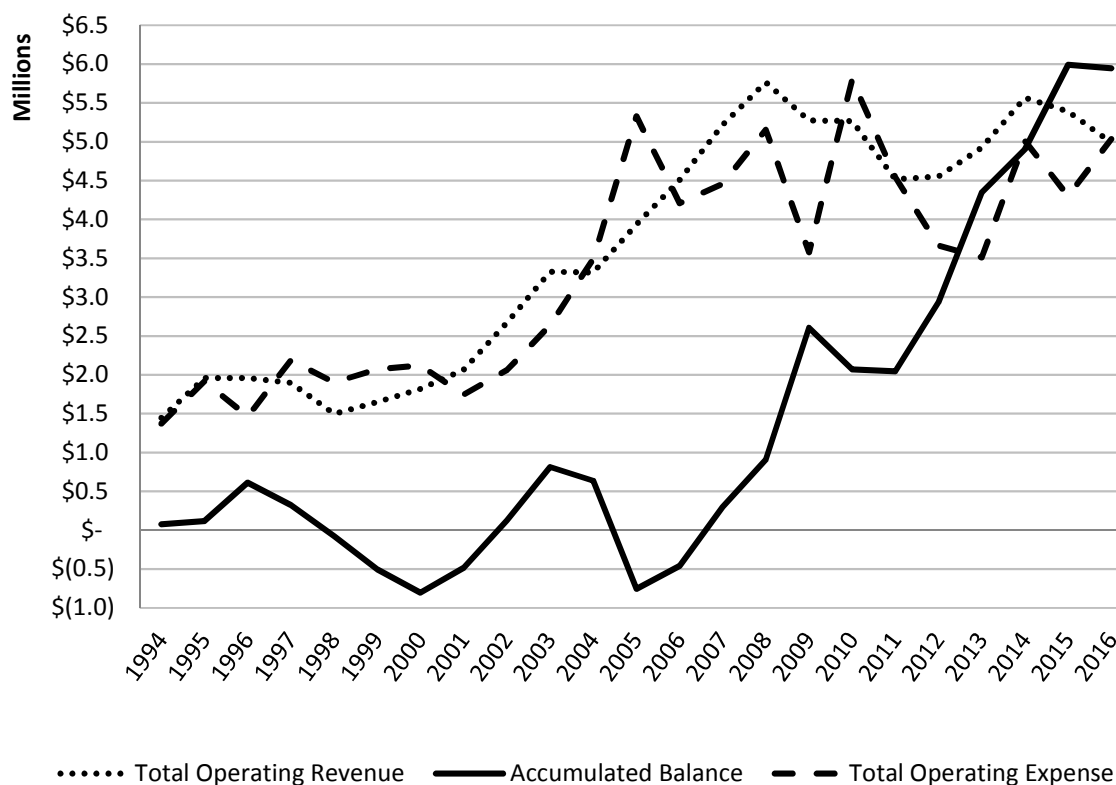
## ASSETS

Checking Accounts	\$	956,417
Investments	\$	17,817,562
Accrued Interest	\$	133,911
Accounts Receivable	\$	885,793
Excess Premium Receivable	\$	-
Specific Recoverable	\$	334,308
Aggregate Recoverable	\$	7,849
Prepaid Expenses	\$	(41,182)
<b>Total Assets</b>	<b>\$</b>	<b>20,094,659</b>

## LIABILITIES & EQUITY

Accounts Payable	\$	39,361
Excess Premium Payable	\$	-
Reserve for Losses	\$	4,382,395
IBNR Reserve	\$	4,692,492
Deposits on Premium	\$	4,104,259
Accrued Taxes and Assessments	\$	358,084
<b>Total Liabilities</b>	<b>\$</b>	<b>13,576,590</b>
<b>Total Equity</b>	<b>\$</b>	<b>6,518,069</b>
<b>Total Liabilities and Equity</b>	<b>\$</b>	<b>20,094,659</b>

## KMIT Financial Overview



# KMIT Profit and Loss

January 31, 2018

	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
	Closed	Closed	Closed	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date
<b>REVENUE FUND</b>															
Direct Premium Earned	\$ 1,422,582	\$ 1,885,501	\$ 1,843,047	\$ 1,754,515	\$ 1,377,722	\$ 1,552,110	\$ 1,689,773	\$ 1,965,656	\$ 2,616,641	\$ 3,274,489	\$ 3,256,648	\$ 3,837,793	\$ 4,272,140	\$ 4,950,171	\$ 5,519,169
Interest Income	\$ 22,675	\$ 73,225	\$ 114,912	\$ 142,705	\$ 116,190	\$ 96,882	\$ 129,613	\$ 101,694	\$ 50,668	\$ 52,492	\$ 59,068	\$ 96,274	\$ 234,986	\$ 263,024	\$ 245,802
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ 4,445	\$ 75	\$ -	\$ -	\$ 2,335	\$ -	\$ -	\$ -	\$ -	\$ 2,405	\$ -
<b>Total Operating Revenue</b>	<b>\$ 1,445,257</b>	<b>\$ 1,958,726</b>	<b>\$ 1,957,959</b>	<b>\$ 1,897,220</b>	<b>\$ 1,498,357</b>	<b>\$ 1,649,067</b>	<b>\$ 1,819,386</b>	<b>\$ 2,067,350</b>	<b>\$ 2,669,644</b>	<b>\$ 3,326,981</b>	<b>\$ 3,315,716</b>	<b>\$ 3,934,067</b>	<b>\$ 4,507,126</b>	<b>\$ 5,215,600</b>	<b>\$ 5,764,971</b>
		\$ 390,462													
<b>ADMINISTRATION FUND EXPENSE</b>	<b>\$ 477,137</b>	<b>\$ 601,545</b>	<b>\$ 492,669</b>	<b>\$ 527,664</b>	<b>\$ 491,290</b>	<b>\$ 454,892</b>	<b>\$ 450,216</b>	<b>\$ 437,028</b>	<b>\$ 533,041</b>	<b>\$ 649,336</b>	<b>\$ 739,158</b>	<b>\$ 815,087</b>	<b>\$ 907,107</b>	<b>\$ 917,158</b>	<b>\$ 954,231</b>
<b>CLAIMS FUND EXPENSE</b>															
Claims Paid Expense	\$ 716,700	\$ 1,049,152	\$ 790,125	\$ 2,073,604	\$ 2,000,803	\$ 1,743,480	\$ 1,444,633	\$ 1,097,496	\$ 1,211,714	\$ 1,874,209	\$ 2,288,795	\$ 3,925,830	\$ 2,599,087	\$ 2,768,867	\$ 3,325,653
Claims Paid Adjusting Expense	\$ 25,541	\$ 54,345	\$ 46,505	\$ 90,802	\$ 85,066	\$ 143,669	\$ 123,473	\$ 83,220	\$ 129,112	\$ 149,296	\$ 150,165	\$ 244,185	\$ 180,207	\$ 193,057	\$ 238,044
Claims Reserve Expense	\$ -	\$ -	\$ -	\$ -	\$ 65,751	\$ 52,862	\$ 9,961	\$ -	\$ -	\$ -	\$ 41,217	\$ 143,602	\$ 61,809	\$ 112,966	\$ 188,098
Claims Reserves Adjusting Expense	\$ -	\$ -	\$ -	\$ -	\$ 5,532	\$ 4,033	\$ 2,241	\$ -	\$ -	\$ -	\$ 674	\$ 10,686	\$ 12,222	\$ 10,180	\$ 12,565
IBNR Reserve Expense	\$ -	\$ -	\$ -	\$ -	\$ 2,921	\$ -	\$ 2,084	\$ -	\$ -	\$ -	\$ 51,322	\$ -	\$ 64,312	\$ 88,294	\$ 129,594
Excess Work Comp Insurance	\$ 151,393	\$ 210,142	\$ 133,376	\$ 117,122	\$ 79,456	\$ 80,124	\$ 86,819	\$ 127,168	\$ 189,458	\$ 366,991	\$ 221,435	\$ 374,472	\$ 384,425	\$ 420,728	\$ 372,790
Specific Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ (90,454)	\$ (50,667)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specific Recovery Expense	\$ -	\$ -	\$ -	\$ (268,748)	\$ (740,988)	\$ (232,568)	\$ -	\$ -	\$ -	\$ (400,137)	\$ -	\$ (188,126)	\$ -	\$ (53,999)	\$ (66,549)
Aggregate Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,849)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aggregate Recovery Expense	\$ -	\$ -	\$ -	\$ (352,627)	\$ -	\$ (112,699)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Claims Fund Expense</b>	<b>\$ 893,634</b>	<b>\$ 1,313,638</b>	<b>\$ 970,007</b>	<b>\$ 1,660,153</b>	<b>\$ 1,408,086</b>	<b>\$ 1,620,386</b>	<b>\$ 1,669,211</b>	<b>\$ 1,307,883</b>	<b>\$ 1,530,284</b>	<b>\$ 1,990,358</b>	<b>\$ 2,753,608</b>	<b>\$ 4,510,648</b>	<b>\$ 3,302,062</b>	<b>\$ 3,540,093</b>	<b>\$ 4,200,195</b>
<b>Total Operating Expense</b>	<b>\$ 1,370,771</b>	<b>\$ 1,915,183</b>	<b>\$ 1,462,676</b>	<b>\$ 2,187,817</b>	<b>\$ 1,899,376</b>	<b>\$ 2,075,278</b>	<b>\$ 2,119,427</b>	<b>\$ 1,744,911</b>	<b>\$ 2,063,325</b>	<b>\$ 2,639,694</b>	<b>\$ 3,492,766</b>	<b>\$ 5,325,735</b>	<b>\$ 4,209,169</b>	<b>\$ 4,457,251</b>	<b>\$ 5,154,426</b>
<b>BALANCES</b>															
KMIT Statutory Fund Balance	\$ 74,486	\$ 43,543	\$ 495,283	\$ (290,597)	\$ (401,018)	\$ (426,211)	\$ (300,041)	\$ 322,439	\$ 606,319	\$ 687,287	\$ (177,050)	\$ (1,391,668)	\$ 297,957	\$ 758,349	\$ 610,545
<b>Accumulated Balance</b>	<b>\$ 74,486</b>	<b>\$ 118,029</b>	<b>\$ 613,312</b>	<b>\$ 322,715</b>	<b>\$ (78,303)</b>	<b>\$ (504,514)</b>	<b>\$ (804,555)</b>	<b>\$ (482,116)</b>	<b>\$ 124,203</b>	<b>\$ 811,490</b>	<b>\$ 634,440</b>	<b>\$ (757,228)</b>	<b>\$ (459,271)</b>	<b>\$ 299,078</b>	<b>\$ 909,623</b>

# KMIT Profit and Loss

January 31, 2018

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2018	Total
	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Budget	Accrued To Date
<b>REVENUE FUND</b>												
Direct Premium Earned	\$ 5,193,427	\$ 5,213,859	\$ 4,442,326	\$ 4,484,533	\$ 4,853,835	\$ 5,460,344	\$ 5,261,044	\$ 4,829,526	\$ 5,326,572	\$ 820,560	\$ 4,900,000	\$ 87,103,982
Interest Income	\$ 81,601	\$ 52,768	\$ 72,925	\$ 70,104	\$ 71,861	\$ 107,601	\$ 128,600	\$ 160,374	\$ 216,429	\$ 20,237	\$ 165,000	\$ 2,782,660
Miscellaneous Income	\$ -	\$ -	\$ 1,441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,701
<b>Total Operating Revenue</b>	<b>\$ 5,275,028</b>	<b>\$ 5,266,578</b>	<b>\$ 4,516,692</b>	<b>\$ 4,554,637</b>	<b>\$ 4,925,696</b>	<b>\$ 5,567,945</b>	<b>\$ 5,389,644</b>	<b>\$ 4,989,900</b>	<b>\$ 5,543,001</b>	<b>\$ 840,796</b>	<b>\$ 5,065,000</b>	<b>\$ 89,897,343</b>
<b>ADMINISTRATION FUND EXPENSE</b>	<b>\$ 952,030</b>	<b>\$ 1,032,450</b>	<b>\$ 967,370</b>	<b>\$ 932,133</b>	<b>\$ 994,103</b>	<b>\$ 1,067,860</b>	<b>\$ 1,056,271</b>	<b>\$ 1,125,009</b>	<b>\$ 1,155,884</b>	<b>\$ 98,114</b>	<b>\$ 1,230,000</b>	<b>\$ 18,828,782</b>
<b>CLAIMS FUND EXPENSE</b>												
Claims Paid Expense	\$ 2,032,355	\$ 3,852,414	\$ 2,702,156	\$ 1,920,199	\$ 1,712,460	\$ 3,157,069	\$ 1,642,169	\$ 1,452,629	\$ 1,142,889	\$ 84	\$ -	\$ 48,524,570
Claims Paid Adjusting Expense	\$ 131,299	\$ 185,873	\$ 147,569	\$ 168,247	\$ 123,540	\$ 123,823	\$ 121,921	\$ 82,507	\$ 35,239	\$ -	\$ -	\$ 3,056,703
Claims Reserve Expense	\$ 22,670	\$ 252,153	\$ 160,578	\$ 65,552	\$ 28,937	\$ 278,629	\$ 181,658	\$ 298,126	\$ 2,095,199	\$ 73,236	\$ -	\$ 4,133,004
Claims Reserves Adjusting Expense	\$ 5,359	\$ 21,630	\$ 4,409	\$ 9,425	\$ 5,670	\$ 9,235	\$ 20,291	\$ 25,439	\$ 83,651	\$ 6,150	\$ -	\$ 249,390
IBNR Reserve Expense	\$ 92,374	\$ 107,569	\$ 223,822	\$ 242,049	\$ 251,591	\$ 446,283	\$ 824,475	\$ 1,601,884	\$ 341,518	\$ 222,400	\$ -	\$ 4,692,492
Excess Work Comp Insurance	\$ 341,935	\$ 351,375	\$ 336,966	\$ 337,595	\$ 395,128	\$ 432,750	\$ 456,352	\$ 451,042	\$ 471,772	\$ 83,938	\$ 504,000	\$ 6,974,752
Specific Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (193,186)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (334,308)
Specific Recovery Expense	\$ -	\$ (43)	\$ -	\$ (9,965)	\$ -	\$ (311,814)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,272,936)
Aggregate Recoverable Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,849)
Aggregate Recovery Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (465,326)
<b>Claims Fund Expense</b>	<b>\$ 2,625,992</b>	<b>\$ 4,770,970</b>	<b>\$ 3,575,500</b>	<b>\$ 2,733,102</b>	<b>\$ 2,517,325</b>	<b>\$ 3,942,788</b>	<b>\$ 3,246,866</b>	<b>\$ 3,911,627</b>	<b>\$ 4,170,269</b>	<b>\$ 385,808</b>	<b>\$ 504,000</b>	<b>\$ 64,550,493</b>
<b>Total Operating Expense</b>	<b>\$ 3,578,022</b>	<b>\$ 5,803,420</b>	<b>\$ 4,542,870</b>	<b>\$ 3,665,235</b>	<b>\$ 3,511,428</b>	<b>\$ 5,010,648</b>	<b>\$ 4,303,137</b>	<b>\$ 5,036,636</b>	<b>\$ 5,326,153</b>	<b>\$ 483,922</b>	<b>\$ 1,734,000</b>	<b>\$ 83,379,275</b>
<b>BALANCES</b>												
KMIT Statutory Fund Balance	\$ 1,697,006	\$ (536,842)	\$ (26,178)	\$ 889,402	\$ 1,414,268	\$ 557,297	\$ 1,086,507	\$ (46,735)	\$ 216,848	\$ 356,874	\$ 3,331,000	\$ 6,518,069
<b>Accumulated Balance</b>	<b>\$ 2,606,629</b>	<b>\$ 2,069,787</b>	<b>\$ 2,043,608</b>	<b>\$ 2,933,010</b>	<b>\$ 4,347,278</b>	<b>\$ 4,904,575</b>	<b>\$ 5,991,082</b>	<b>\$ 5,944,347</b>	<b>\$ 6,161,194</b>	<b>\$ 6,518,069</b>		



# KMIT Admin Expenses

January 31, 2018

	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
	Closed	Closed	Closed	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date
<b>GENERAL EXPENSES</b>															
Agent Commissions	\$ -	\$ -	\$ -	\$ -	\$ 969	\$ 4,919	\$ 5,239	\$ 12,669	\$ 33,803	\$ 44,060	\$ 43,231	\$ 61,486	\$ 75,650	\$ 77,961	\$ 88,532
Directors and Officers Insurance	\$ -	\$ 489	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,367	\$ 18,542
Meetings/Travel	\$ -	\$ 6,971	\$ 976	\$ 5,318	\$ 1,206	\$ -	\$ 149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingencies/Miscellaneous	\$ -	\$ 8,984	\$ 2,596	\$ 3,913	\$ 5,357	\$ 11,585	\$ 6,020	\$ 18,223	\$ 26,103	\$ 28,939	\$ 41,820	\$ 23,173	\$ 66,332	\$ 33,865	\$ 26,155
Bank Fees	\$ 1,249	\$ 4,735	\$ 579	\$ 658	\$ 263	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,638
Write Off	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LKM Clearing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub Total</b>	<b>\$ 1,249</b>	<b>\$ 21,179</b>	<b>\$ 4,151</b>	<b>\$ 9,889</b>	<b>\$ 7,795</b>	<b>\$ 16,504</b>	<b>\$ 11,408</b>	<b>\$ 30,892</b>	<b>\$ 59,906</b>	<b>\$ 72,999</b>	<b>\$ 85,051</b>	<b>\$ 84,659</b>	<b>\$ 141,982</b>	<b>\$ 132,193</b>	<b>\$ 135,867</b>
<b>REGULATORY</b>															
Kansas Insurance Dept (KID) Premium Tax	\$ 12,847	\$ 18,402	\$ 13,177	\$ 10,823	\$ 13,893	\$ 18,215	\$ 19,568	\$ 18,564	\$ 24,377	\$ 29,017	\$ 30,168	\$ 34,004	\$ 40,212	\$ 46,194	\$ 54,139
KID Pool Assessment	\$ 9,407	\$ -	\$ 5,372	\$ 3,470	\$ 3,798	\$ 1,855	\$ 2,693	\$ 4,355	\$ 3,341	\$ 5,983	\$ 2,844	\$ 3,900	\$ -	\$ 4,300	\$ 3,409
KID Workers Compensation Assessment	\$ 64,034	\$ 44,011	\$ 25,322	\$ 48,345	\$ 31,243	\$ 14,594	\$ 10,372	\$ 1,795	\$ 7,770	\$ 19,748	\$ 47,137	\$ 91,805	\$ 47,193	\$ 32,896	\$ 32,770
KID State Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
KDOL Annual Assessment Fee	\$ 9,073	\$ 15,053	\$ 12,410	\$ 42,620	\$ 39,840	\$ 44,580	\$ 39,503	\$ 30,885	\$ 34,311	\$ 39,671	\$ 57,589	\$ 71,455	\$ 80,155	\$ 81,570	\$ 88,550
<b>Sub Total</b>	<b>\$ 95,360</b>	<b>\$ 77,466</b>	<b>\$ 56,281</b>	<b>\$ 105,257</b>	<b>\$ 88,773</b>	<b>\$ 79,244</b>	<b>\$ 72,135</b>	<b>\$ 55,599</b>	<b>\$ 69,799</b>	<b>\$ 94,418</b>	<b>\$ 137,739</b>	<b>\$ 201,164</b>	<b>\$ 167,559</b>	<b>\$ 164,960</b>	<b>\$ 178,867</b>
<b>CONTRACTURAL</b>															
Financial Audit	\$ 4,603	\$ -	\$ 6,639	\$ 32,625	\$ 12,292	\$ 8,288	\$ 10,973	\$ 8,474	\$ 9,600	\$ 9,806	\$ 10,465	\$ 10,264	\$ 33,013	\$ 6,462	\$ 13,127
Actuarial	\$ -	\$ -	\$ 2,855	\$ 5,000	\$ 25,033	\$ 5,859	\$ 5,703	\$ 7,062	\$ 6,148	\$ 6,272	\$ 7,862	\$ 9,000	\$ 9,991	\$ 12,860	\$ 13,000
Risk Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 50,000	\$ 50,000	\$ 60,000	\$ 70,000
Risk Control	\$ -	\$ -	\$ 82,500	\$ 99,073	\$ 87,000	\$ 80,000	\$ 80,000	\$ 85,000	\$ 92,500	\$ 105,000	\$ 113,000	\$ 120,000	\$ 130,000	\$ 140,000	\$ 140,000
Claims Adjusting	\$ 298,447	\$ 312,500	\$ 194,842	\$ 105,470	\$ 100,000	\$ 105,000	\$ 110,000	\$ 110,000	\$ 125,000	\$ 135,000	\$ 140,000	\$ 140,000	\$ 150,000	\$ 165,000	\$ 165,000
Risk Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Admin Services	\$ 77,478	\$ 190,400	\$ 145,400	\$ 170,350	\$ 170,396	\$ 159,996	\$ 159,996	\$ 140,000	\$ 160,000	\$ 176,000	\$ 193,000	\$ 200,000	\$ 210,000	\$ 220,000	\$ 220,000
Payroll Audits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,088	\$ 9,840	\$ 12,042	\$ -	\$ 14,562	\$ 15,684	\$ 18,370
Rating Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Crime	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Web Hosting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Endorsement Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub Total</b>	<b>\$ 380,528</b>	<b>\$ 502,900</b>	<b>\$ 432,236</b>	<b>\$ 412,518</b>	<b>\$ 394,721</b>	<b>\$ 359,144</b>	<b>\$ 366,672</b>	<b>\$ 350,536</b>	<b>\$ 403,336</b>	<b>\$ 481,918</b>	<b>\$ 516,368</b>	<b>\$ 529,264</b>	<b>\$ 597,566</b>	<b>\$ 620,006</b>	<b>\$ 639,497</b>
<b>Administration Fund Expense</b>	<b>\$ 477,137</b>	<b>\$ 601,545</b>	<b>\$ 492,669</b>	<b>\$ 527,664</b>	<b>\$ 491,290</b>	<b>\$ 454,892</b>	<b>\$ 450,216</b>	<b>\$ 437,028</b>	<b>\$ 533,041</b>	<b>\$ 649,336</b>	<b>\$ 739,158</b>	<b>\$ 815,087</b>	<b>\$ 907,107</b>	<b>\$ 917,158</b>	<b>\$ 954,231</b>

## KMIT Admin Expenses

January 31, 2018

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2018	Total
	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Accrued To Date	Budget	Accrued To Date
<b>GENERAL EXPENSES</b>												
Agent Commissions	\$ 94,214	\$ 93,637	\$ 82,860	\$ 96,481	\$ 102,636	\$ 97,189	\$ 97,505	\$ 90,158	\$ 109,405	\$ 4,055	\$ 102,000	\$ 1,316,659
Directors and Officers Insurance	\$ 15,857	\$ 15,942	\$ 16,038	\$ 16,488	\$ 17,224	\$ 15,956	\$ 15,667	\$ 15,970	\$ 15,939	\$ 2,657	\$ 16,000	\$ 187,136
Meetings/Travel	\$ -	\$ -	\$ 829	\$ 4,881	\$ 19,334	\$ 29,749	\$ 19,897	\$ 22,638	\$ 20,165	\$ 4,254	\$ 23,000	\$ 136,367
Contingencies/Miscellaneous	\$ 34,318	\$ 2,657	\$ 1,708	\$ 3,175	\$ 3,623	\$ 4,385	\$ 3,884	\$ 2,594	\$ (2,597)	\$ 445	\$ 6,000	\$ 357,257
Bank Fees	\$ 2,758	\$ 9,239	\$ 5,776	\$ 4,159	\$ 7,528	\$ 4,460	\$ 5,998	\$ 6,333	\$ 7,375	\$ 600	\$ 6,000	\$ 64,348
Write Off	\$ -	\$ -	\$ (104)	\$ -	\$ -	\$ -	\$ -	\$ 464	\$ -	\$ -	\$ -	\$ 360
LKM Clearing	\$ -	\$ -	\$ 60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60
Marketing	\$ -	\$ -	\$ -	\$ 439	\$ 452	\$ 161	\$ 34	\$ 502	\$ -	\$ -	\$ 1,000	\$ 1,588
Office Supplies	\$ -	\$ -	\$ -	\$ 1,112	\$ 1,830	\$ 3,732	\$ 4,485	\$ 6,176	\$ 9,399	\$ 1,129	\$ 9,000	\$ 27,862
<b>Sub Total</b>	<b>\$ 147,147</b>	<b>\$ 121,475</b>	<b>\$ 107,167</b>	<b>\$ 126,735</b>	<b>\$ 152,627</b>	<b>\$ 155,632</b>	<b>\$ 147,469</b>	<b>\$ 144,835</b>	<b>\$ 159,687</b>	<b>\$ 13,139</b>	<b>\$ 163,000</b>	<b>\$ 2,091,637</b>
<b>REGULATORY</b>												
Kansas Insurance Dept (KID) Premium Tax	\$ 48,525	\$ 49,030	\$ 40,919	\$ 43,445	\$ 44,349	\$ 51,057	\$ 47,827	\$ 46,830	\$ 49,030	\$ -	\$ 50,000	\$ 804,611
KID Pool Assessment	\$ 3,476	\$ 3,500	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,701
KID Workers Compensation Assessment	\$ 28,363	\$ 57,704	\$ 65,962	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 671,063
KID State Audit	\$ -	\$ -	\$ 12,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,652
KDOL Annual Assessment Fee	\$ 59,544	\$ 101,004	\$ 38,843	\$ 81,821	\$ 83,007	\$ 129,329	\$ 88,513	\$ 99,573	\$ 109,329	\$ -	\$ 200,000	\$ 1,478,228
<b>Sub Total</b>	<b>\$ 139,908</b>	<b>\$ 211,238</b>	<b>\$ 161,376</b>	<b>\$ 125,266</b>	<b>\$ 127,357</b>	<b>\$ 180,387</b>	<b>\$ 136,340</b>	<b>\$ 146,402</b>	<b>\$ 158,359</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ 3,031,255</b>
<b>CONTRACTURAL</b>												
Financial Audit	\$ 18,608	\$ 31,565	\$ 12,023	\$ 11,738	\$ 11,904	\$ 15,803	\$ 13,803	\$ 12,000	\$ 12,500	\$ -	\$ 27,000	\$ 316,575
Actuarial	\$ 13,750	\$ 14,000	\$ 14,000	\$ 14,250	\$ 14,250	\$ 15,000	\$ 14,500	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ 246,395
Risk Management	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 190,000	\$ 205,000	\$ 21,070	\$ 210,700	\$ 1,516,070
Risk Control	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 150,000	\$ 150,000	\$ 155,000	\$ 155,000	\$ 155,000	\$ 15,930	\$ 159,300	\$ 2,715,003
Claims Adjusting	\$ 175,000	\$ 195,000	\$ 185,000	\$ 185,000	\$ 185,000	\$ 185,000	\$ 205,000	\$ 205,000	\$ 210,000	\$ -	\$ 216,500	\$ 4,086,259
Risk Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,671	\$ 14,651	\$ 27,647	\$ 12,113	\$ 5,807	\$ 15,000	\$ 69,889
POET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,425	\$ 10,513	\$ 20,138	\$ 675	\$ 15,000	\$ 38,750
Pool Admin Services	\$ 225,000	\$ 225,000	\$ 230,000	\$ 230,004	\$ 75,600	\$ 81,900	\$ 98,560	\$ 99,360	\$ 102,387	\$ 8,760	\$ 105,000	\$ 3,969,587
Payroll Audits	\$ 17,617	\$ 19,173	\$ 19,000	\$ 16,318	\$ 16,000	\$ 20,143	\$ 19,923	\$ 19,954	\$ 20,000	\$ -	\$ 21,000	\$ 248,712
Rating Services	\$ -	\$ -	\$ 22,650	\$ 6,636	\$ 18,702	\$ 10,887	\$ 754	\$ 27,105	\$ 11,595	\$ -	\$ -	\$ 98,329
Crime	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 348	\$ 232	\$ -	\$ 580
Web Hosting	\$ -	\$ -	\$ 1,155	\$ 1,187	\$ 2,663	\$ 3,439	\$ 2,846	\$ 2,193	\$ 3,758	\$ -	\$ -	\$ 17,240
Endorsement Fee	\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 32,500	\$ 32,500	\$ 382,500
<b>Sub Total</b>	<b>\$ 664,975</b>	<b>\$ 699,738</b>	<b>\$ 698,827</b>	<b>\$ 680,133</b>	<b>\$ 714,119</b>	<b>\$ 731,842</b>	<b>\$ 772,461</b>	<b>\$ 833,772</b>	<b>\$ 837,838</b>	<b>\$ 84,975</b>	<b>\$ 817,000</b>	<b>\$ 13,705,889</b>
<b>Administration Fund Expense</b>	<b>\$ 952,030</b>	<b>\$ 1,032,450</b>	<b>\$ 967,370</b>	<b>\$ 932,133</b>	<b>\$ 994,103</b>	<b>\$ 1,067,860</b>	<b>\$ 1,056,271</b>	<b>\$ 1,125,009</b>	<b>\$ 1,155,884</b>	<b>\$ 98,114</b>	<b>\$ 1,230,000</b>	<b>\$ 18,828,782</b>

**GROUP - FUNDED POOL - QUARTERLY REPORT**  
**K.S.A 12-2620**

Kansas Municipal Insurance Trust  
 (Name of Company)

As of 12/31/2017  
 1st 2nd 3rd (4th) Quarter (CIRCLE ONE)

<b>ASSETS</b>	<b>CURRENT FISCAL YEAR TO DATE 12/31/2017</b>	<b>PREVIOUS FISCAL YEAR END 12/31/2016 Audited</b>
Administrative fund:		
Cash	\$ 37,638	\$ 124,282
Investments	247,000	
Claims fund:		
Cash	450,869	434,889
Investments	15,055,097	14,119,109
Premium contributions receivable	(37)	70,954
Excess insurance recoverable on claims payments	42,529	15,576
Interest income due and accrued	125,822	141,608
Receivable from affiliates		
Other assets:		
Agent Commissions Receivable	0	1,247
Prepaid Excess Insurance	0	0
Prepaid Expenses	1,045	0
Excess Insurance Premium Receivable	0	23,920
Less: Non Admitted Assets	(1,045)	0
<b>Total Assets</b>	<b>\$ 15,958,918</b>	<b>\$ 14,931,585</b>

To the best of my knowledge, I hereby certify that the balance sheet and summary of operations contained herein represents a true and complete accounting of

Kansas Municipal Insurance Trust  
 (Name of Pool)

By: Don Gerbaugh Chair of Trustees  
Don Gerbaugh Administrator

**GROUP-FUNDED POOL-QUARTERLY REPORT**  
**K.S.A 44-582**

<b><u>LIABILITIES, RESERVES AND FUND BALANCE</u></b>	<b><u>CURRENT FISCAL YEAR TO DATE</u></b> 12/31/2017	<b><u>PREVIOUS FISCAL YEAR END</u></b> 12/31/2016 - Audited
Reserve for unpaid workers' compensation claims	\$ 3,485,874	\$ 2,219,538
Reserve for unpaid claim adjustment expenses	240,480	243,712
Reserve for claims incurred but not reported	4,978,887	4,628,689
Unearned premium contribution	688,875	1,037,223
Other expenses due or accrued		
Taxes, licenses and fees due or accrued	358,084	381,733
Borrowed money \$_____ and interest thereon \$_____		
Dividends payable to members		
Deposits on premium contributions	0	399,191
Excess insurance premium payable		
Payable to affiliates		
Accounts payable	46,063	46,500
Miscellaneous liabilities:		
Return Premium Payable		
Total Liabilities:	\$ 9,798,262	\$ 8,956,586
Special reserve funds:		
Total Special Reserve Funds		
<b><u>FUND BALANCE</u></b>		
Total Reserves and Fund Balance (Assets-Liabilities)	6,160,656	5,951,260
Total Liabilities, Reserves and Fund Balance	\$ 15,958,918	\$ 14,907,846

**GROUP-FUNDED POOL-QUARTERLY REPORT**  
**K.S.A 44-582**

<b><u>SUMMARY OF OPERATIONS</u></b>	<b><u>CURRENT FISCAL YEAR TO DATE</u></b> 12/31/2017	<b><u>PREVIOUS FISCAL YEAR END</u></b> 12/31/2016 - Audited
Underwriting Income		
Direct Premium Contributions Earned	\$ <u>5,326,572</u> \$	<u>4,829,526</u>
Deductions:		
Excess insurance premium incurred	<u>471,772</u>	<u>451,042</u>
Workers' compensation claims incurred	<u>3,649,279</u>	<u>3,009,276</u>
Claims adjustment expenses incurred	<u>113,207</u>	<u>227,389</u>
Other administrative expenses incurred	<u>1,122,041</u>	<u>1,003,526</u>
Total underwriting deductions	<u>5,356,299</u>	<u>4,691,233</u>
Net underwriting Gain or (Loss)	\$ <u>(29,727)</u> \$	<u>138,293</u>
Investment income		
Interest income earned (Net of investment expenses)	<u>216,429</u>	<u>160,374</u>
Other income		
Other income	<u>0</u>	<u></u>
Net income before dividends to members	<u>186,701</u>	<u>298,667</u>
Dividends to members	<u></u>	<u></u>
Net income after dividends to members	<u>186,701</u>	<u>298,667</u>
<b>Net Income(Loss)</b>	<b>\$ <u>186,701</u> \$</b>	<b><u>298,667</u></b>

**GROUP-FUNDED POOL-QUARTERLY REPORT**  
**K.S.A 44-582**

<u><b>ANALYSIS OF FUND BALANCE</b></u>	<u><b>CURRENT FISCAL YEAR TO DATE</b></u>		<u><b>PREVIOUS FISCAL YEAR END</b></u>	
	12/31/2017		12/31/2016 - Audited	
Fund balance, previous period	\$	<u>5,974,999</u>	\$	<u>5,676,332</u>
Net income (Loss)		<u>186,701</u>		<u>298,667</u>
Change in non-admitted assets		<u>(1,045)</u>		<u>0</u>
<u>Rounding</u>				
<u>Change in Non Admitted Assets</u>				
Change in fund balance for the period		<u>185,656</u>		<u>298,667</u>
Fund balance, current period	\$	<u>6,160,656</u>	\$	<u>5,974,999</u>



Contract Year January 1, 2017 to December 31, 2017  
**KANSAS PREMIUM AND LOSS EXPERIENCE EXHIBIT**  
1st 2nd 3rd **(4th)** Quarter (circle one)

NAME OF KANSAS GROUP-FUNDED POOL Kansas Municipal Insurance Trust

LINE OF BUSINESS: Workers Compensation EXPERIENCE CURRENT AS OF 12/31/2017

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Current Injuries	Total Injuries	Contract Period	Direct Premium Earned	Excess Insurance Premium Incurred	Net Premiums Earned Col 4-5	Direct Losses Incurred	Loss Adj. Exp. Incurred	Loss & Loss Exp Incurred Col 6+7	Service Agent Fees Incurred	General Expenses Incurred	Taxes, Licenses & Fees Incurred	Total Expenses Incurred Col 10 + 11 + 12	Claims Ratios as a % Col 9 / Col 6	Admin. Ratios as a % Col 13 / Col 6	Investment Income Earned
0	310	PCY 23	1,422,582	151,393	1,271,189	716,700	25,541	742,241	298,447	83,330	95,360	477,137	58.4%	37.5%	22,675
0	243	PCY 22	1,885,501	210,142	1,675,359	1,049,152	54,345	1,103,496	312,500	211,579	77,466	601,545	65.9%	35.9%	73,225
0	424	PCY 21	1,843,047	133,376	1,709,671	790,125	46,505	836,631	277,342	159,046	56,281	492,669	48.9%	28.8%	114,912
1	524	PCY 20	1,754,515	117,122	1,637,393	1,804,856	90,802	1,895,658	204,543	217,864	102,541	524,948	115.8%	32.1%	142,705
2	572	PCY 19	1,377,722	79,456	1,298,266	1,325,566	90,598	1,416,163	187,000	211,071	82,901	480,972	109.1%	37.0%	116,190
4	551	PCY 18	1,552,110	80,124	1,471,986	1,563,775	147,702	1,711,477	185,000	190,573	77,653	453,226	116.3%	30.8%	96,882
2	552	PCY 17	1,689,773	86,819	1,602,954	1,454,594	125,714	1,580,308	190,000	188,080	73,593	451,673	98.6%	28.2%	129,613
0	605	PCY 16	1,965,656	127,168	1,838,488	1,097,367	83,207	1,180,574	195,000	186,428	55,589	437,017	64.2%	23.8%	101,694
1	670	PCY 15	2,616,641	189,458	2,427,183	1,211,714	129,112	1,340,826	217,500	243,407	69,799	530,706	56.2%	21.9%	50,668
1	612	PCY 14	3,274,489	366,991	2,907,498	1,474,072	149,296	1,623,367	280,000	274,918	96,684	651,602	55.8%	22.4%	52,492
2	645	PCY 13	3,256,648	221,435	3,035,213	2,330,012	150,839	2,480,851	293,000	308,419	134,300	735,719	81.7%	24.2%	59,068
11	770	PCY 12	3,837,793	374,472	3,463,321	3,881,306	254,870	4,136,176	310,000	303,923	195,148	809,071	119.4%	23.4%	96,274
16	765	PCY 11	4,272,140	384,425	3,887,715	2,660,896	192,429	2,853,325	330,000	409,548	164,537	904,085	73.4%	23.3%	234,986
7	906	PCY 10	4,950,171	420,728	4,529,443	2,825,334	203,237	3,028,571	365,000	384,794	157,905	907,699	66.9%	20.0%	263,024
12	768	PCY 9	5,519,169	372,790	5,146,379	3,513,751	250,609	3,764,360	375,000	400,364	180,033	955,397	73.1%	18.6%	245,802
10	654	PCY 8	5,193,427	341,935	4,851,492	2,055,025	136,658	2,191,683	390,000	422,122	158,861	970,983	45.2%	20.0%	81,601
15	666	PCY 7	5,213,859	351,375	4,862,484	4,097,024	197,503	4,294,526	410,000	411,213	218,444	1,039,657	88.3%	21.4%	52,768
7	635	PCY 6	4,442,326	336,966	4,105,361	2,862,734	151,978	3,014,712	400,000	374,349	211,548	985,897	73.4%	24.0%	72,925
6	598	PCY 5	4,484,533	337,595	4,146,938	1,975,786	177,672	2,153,458	400,000	407,086	174,669	981,755	51.9%	23.7%	70,104
4	696	PCY 4	4,853,835	395,128	4,458,707	1,741,397	129,209	1,870,606	580,600	286,205	112,977	979,782	42.0%	22.0%	71,861
7	742	PCY 3	5,460,344	432,750	5,027,594	3,152,368	140,012	3,292,380	596,571	291,845	383,143	1,271,559	65.5%	25.3%	107,601
10	724	PCY 2	5,261,044	456,352	4,804,692	1,823,416	142,112	1,965,528	628,560	291,393	190,117	1,110,070	40.9%	23.1%	128,600
15	777	PCY 1	4,829,526	474,781	4,354,745	1,749,522	107,859	1,857,381	649,360	329,247	24,920	1,003,526	42.7%	23.0%	160,374
477	812	CCY	5,326,572	471,772	4,854,800	2,661,427	106,599	2,768,026	671,847	325,312	124,882	1,122,041	57.0%	23.1%	216,429

PFY = Prior fiscal Year

CFY = Current Fiscal Year

Column 1 should reflect the number of claims incurred in each respective contract period which were initially reported during the current fiscal year.

Column 2 should reflect the grand total of claims reported pertaining to each respective contract period.

Column 14 should reflect the Total Loss and Loss Expenses Incurred divided by the Net Premiums earned. (Column 9 divided by Column 6)

Column 15 should reflect the Total Expenses Incurred divided by the Net Premiums Earned. (Column 13 divided by Column 6)

Column 16 should reflect the Investment Income Earned during the contract year as reflected on the income statement.

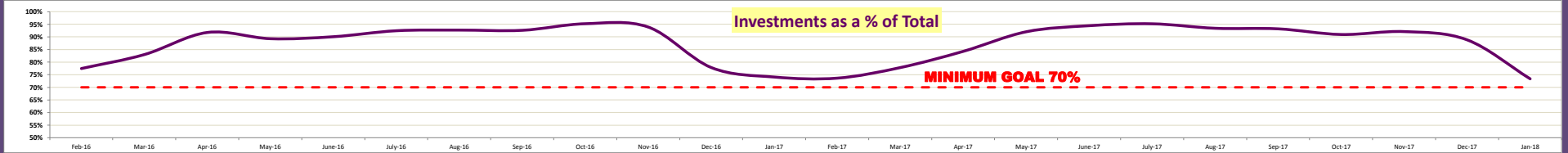
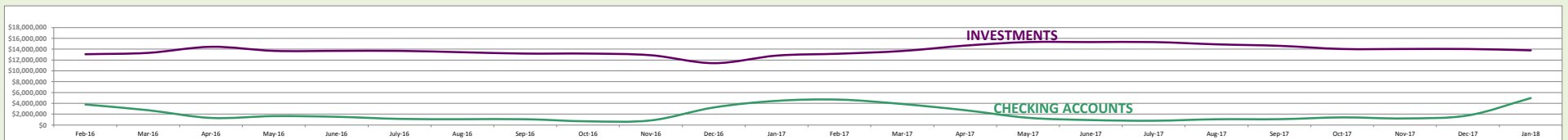
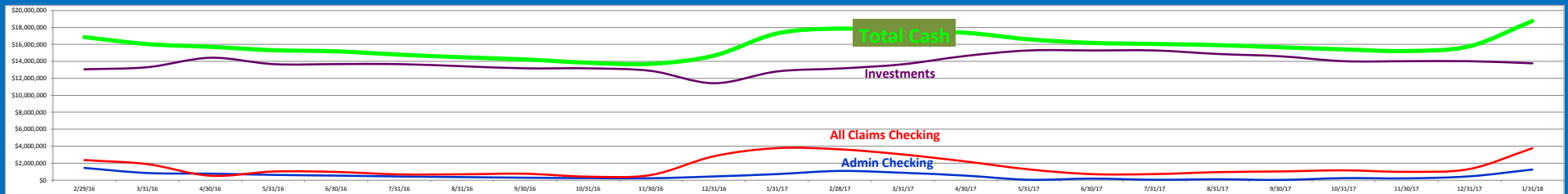
# KMIT Cash/Investment Summary

February 29, 2016--January 31, 2018

	2/29/16	3/31/16	4/30/16	5/31/16	6/30/16	7/31/16	8/31/16	9/30/16	10/31/16	11/30/16	12/31/16	1/31/17	2/28/17	3/31/17	4/30/17	5/31/17	6/30/17	7/31/17	8/31/17	9/30/17	10/31/17	11/30/17	12/31/17	1/31/18
<b>KMIT Admin Fund</b>																								
Admin Account (CORnerstone)	1,429,800	834,738	758,995	614,962	530,728	428,163	354,802	283,967	234,079	219,697	430,948	708,262	1,076,226	859,998	525,561	43,165	175,479	41,756	94,380	25,971	230,390	208,808	443,016	1,237,217
<b>Admin Checking</b>	<b>1,429,800</b>	<b>834,738</b>	<b>758,995</b>	<b>614,962</b>	<b>530,728</b>	<b>428,163</b>	<b>354,802</b>	<b>283,967</b>	<b>234,079</b>	<b>219,697</b>	<b>430,948</b>	<b>708,262</b>	<b>1,076,226</b>	<b>859,998</b>	<b>525,561</b>	<b>43,165</b>	<b>175,479</b>	<b>41,756</b>	<b>94,380</b>	<b>25,971</b>	<b>230,390</b>	<b>208,808</b>	<b>443,016</b>	<b>1,237,217</b>

<b>KMIT Claims Fund</b>																								
Claims Account (CORnerstone)	2,184,922	1,739,923	333,513	953,807	654,244	598,584	574,353	566,173	372,993	539,135	2,566,118	3,609,069	3,356,821	2,765,303	1,909,755	884,370	647,100	252,911	681,320	866,691	988,013	792,603	1,070,206	3,588,666
Claims Checking Acc't (TRISTAR)	184,669	152,171	200,914	71,336	321,905	89,682	127,454	199,161	52,523	77,000	252,457	162,189	274,153	262,147	296,457	393,557	75,262	475,262	271,193	171,316	176,942	198,612	250,559	169,273
<b>Claims Checking</b>	<b>2,369,591</b>	<b>1,892,094</b>	<b>534,427</b>	<b>1,025,144</b>	<b>976,150</b>	<b>688,266</b>	<b>701,807</b>	<b>765,335</b>	<b>425,515</b>	<b>616,135</b>	<b>2,818,574</b>	<b>3,771,258</b>	<b>3,630,973</b>	<b>3,027,450</b>	<b>2,206,212</b>	<b>1,277,928</b>	<b>722,362</b>	<b>728,173</b>	<b>952,513</b>	<b>1,038,007</b>	<b>1,164,955</b>	<b>991,215</b>	<b>1,320,765</b>	<b>3,757,939</b>

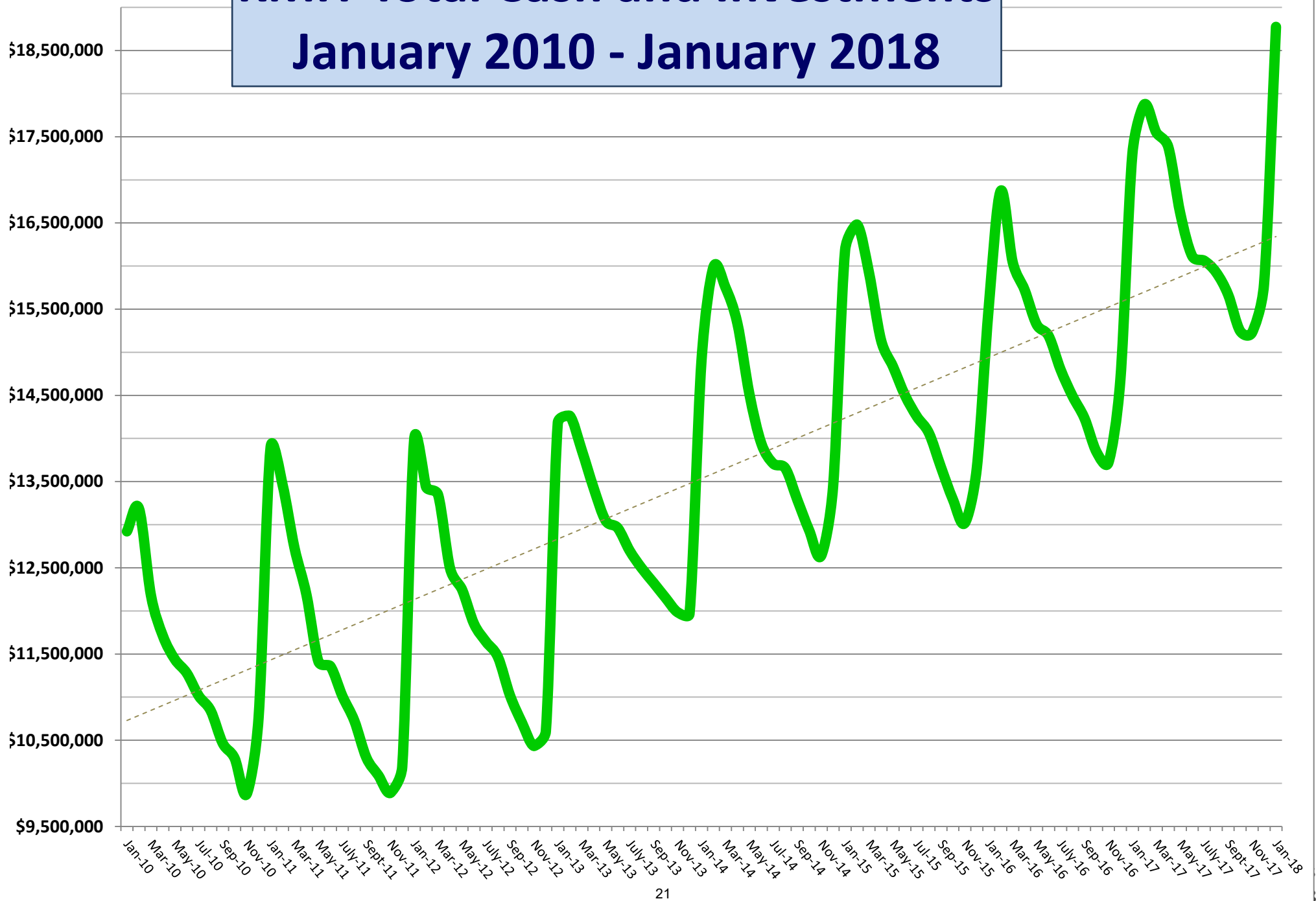
<b>INVESTMENTS</b>																								
All Investments	13,071,000	13,320,000	14,430,000	13,684,000	13,684,000	13,684,000	13,435,000	13,186,000	13,186,000	12,883,596	11,433,000	12,818,000	13,168,000	13,662,000	14,650,000	15,292,000	15,292,000	15,292,000	14,880,000	14,605,000	14,029,000	14,027,920	14,026,823	13,778,823
<b>TOTAL CASH</b>	<b>16,870,392</b>	<b>16,046,832</b>	<b>15,723,422</b>	<b>15,324,105</b>	<b>15,190,878</b>	<b>14,800,429</b>	<b>14,491,609</b>	<b>14,235,302</b>	<b>13,845,595</b>	<b>13,719,428</b>	<b>14,682,522</b>	<b>17,297,520</b>	<b>17,875,199</b>	<b>17,549,448</b>	<b>17,381,774</b>	<b>16,613,093</b>	<b>16,189,841</b>	<b>16,061,929</b>	<b>15,926,893</b>	<b>15,668,978</b>	<b>15,424,345</b>	<b>15,227,943</b>	<b>15,790,604</b>	<b>18,773,979</b>
	2/29/16	3/31/16	4/30/16	5/31/16	6/30/16	7/31/16	8/31/16	9/30/16	10/31/16	11/30/16	12/31/16	1/31/17	2/28/17	3/31/17	4/30/17	5/31/17	6/30/17	7/31/17	8/31/17	9/30/17	10/31/17	11/30/17	12/31/17	1/31/18

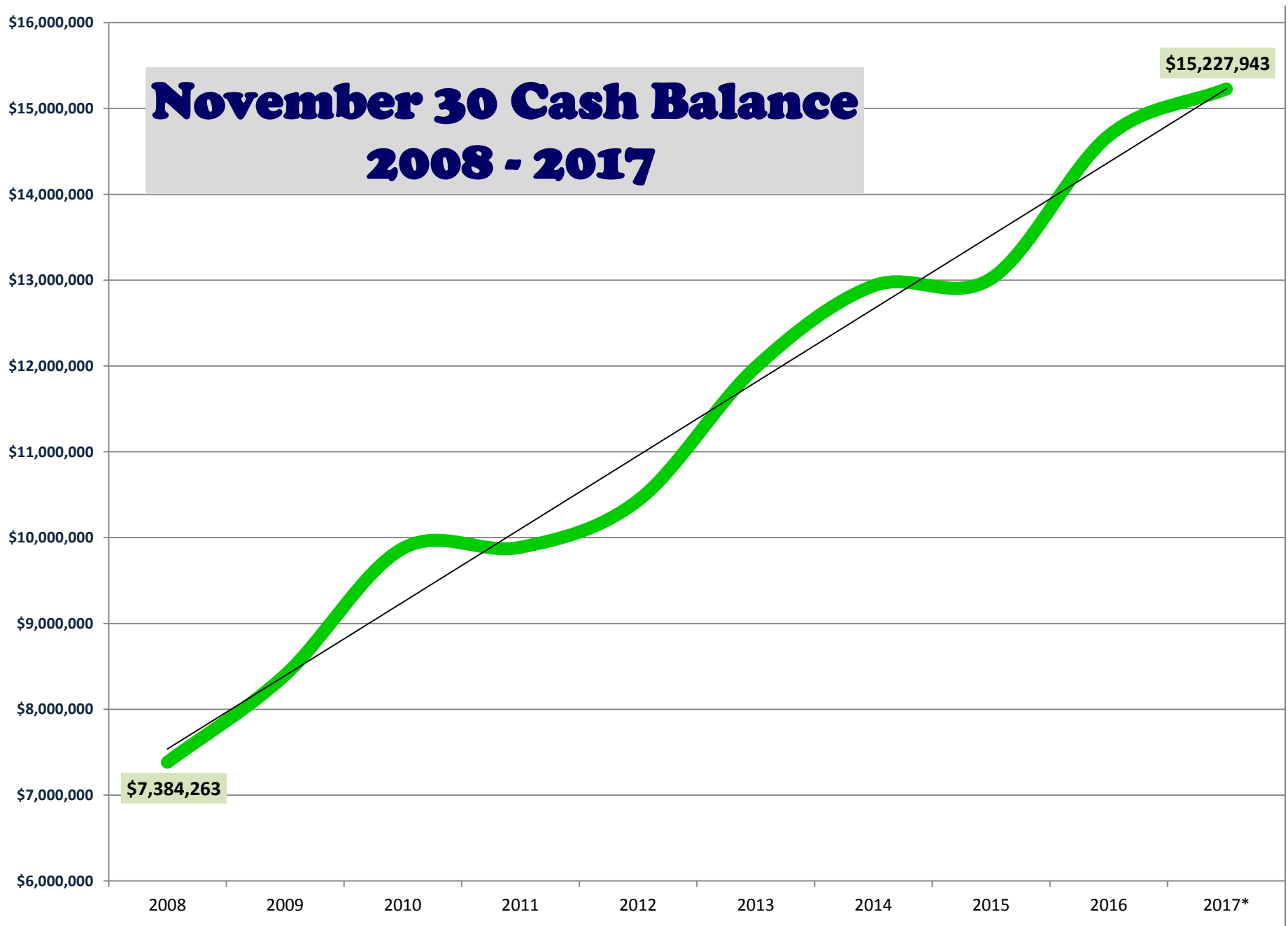




# KMIT Total Cash and Investments

## January 2010 - January 2018





## **CLAIM SUMMARY-SETTLEMENT REQUEST**

**Employer:** City of Fredonia  
**Claim No.:** 2014069973  
**Employee Age:** 58  
**AWW:** \$909.04  
**Attorneys:** Employee Brian Pistonik  
**Adjuster:** Gene Miller

**Date of Injury:** 12/5/2014  
**Job Description:** Policeman  
**Updated:** 2/14/2018  
**TTD Rate:** \$594.00  
**Employer:** Ron Laskowski

	Medical	Indemnity	Expense	Total
<b>Reserves</b>	<b>\$55,000.00</b>	<b>\$75,000.00</b>	<b>\$7,500.00</b>	<b>\$137,500.00</b>
<b>Amount Paid</b>	<b>\$53,303.95</b>	<b>\$0.00</b>	<b>\$1,296.26</b>	<b>\$54,597.21</b>
<b>Outstanding</b>	<b>\$1,696.05</b>	<b>\$75,000.00</b>	<b>\$6,206.74</b>	<b>\$82,902.79</b>

### **Accident Description/Nature of Injury:**

Claimant was driving thru parking lot checking businesses when he was looked up there were several geese walking in front of him so he swerved and ran into a concrete barrier. He injured his neck and left shoulder

### **Investigation/Compensability**

He was in the course and scope of his employment and the claim was accepted as compensable.

### **Medical Management**

MRI revealed C 6-7 broad based disc herniation and he was referred to orthopedic Dr. Neinke. Conservative treatment failed and fusion surgery took place 6/1/16. He received conservative treatment for his shoulder with Dr. Do.

### **Periods of Disability**

He did not meet the 7-day waiting period for TTD as the city provided modified duty for him.

### **Permanent Partial Impairment/Permanent Disability**

Defense Dr. Hufford assigned 25% body \$61,627.50.

Claimant Dr. Murati assigned 33% body \$81,348.30.

### **Subrogation/Other Issues**

No source for contribution or subrogation. No other issues.

### **Plan of Action:**

This case has been cleared by the Judge for trial. A split of the ratings is \$71,487.90 and the claimant as indicated he wishes to leave medical open. Our attorney recommends we attempt to settle all issues by offering up to \$75, 000 or up to the split and leave medical open.

## CLAIM SUMMARY-RESERVES

**Employer:** City of Larned  
**Claim No.:** 17681263  
**Employee Age:** 55  
**AWW:** \$888.56  
**Attorneys:** Employee -No  
**Adjuster:** Gene Miller

**Date of Injury:** 08/02/17  
**Job Description:** Street Dept  
**Updated:** 1/29/18  
**TTD Rate:** \$592.37  
**Employer:** -No

	Medical	Indemnity	Expense	Total
<b>Reserves</b>	<b>\$30,000.00</b>	<b>\$12,000.00</b>	<b>\$2,900.00</b>	<b>\$44,900.00</b>
<b>Amount Paid</b>	<b>\$8,265.30</b>	<b>\$2,707.98</b>	<b>\$365.23</b>	<b>\$11,338.51</b>
<b>Outstanding</b>	<b>\$21,734.70</b>	<b>\$9,292.02</b>	<b>\$2,534.77</b>	<b>\$33,561.49</b>

### **Accident Description/Nature of Injury:**

Claimant was assisting with putting a concrete culvert into a ditch. They were using a backhoe with chain connected to culvert. The chain slipped and the culvert fell. Claimant jumped out of the way of the culvert but fell into the ditch, landing on his left shoulder.

### **Investigation/Compensability**

The accident was witnessed by several coworkers including his supervisor. He was in the course and scope of his employment so there are no defenses to this claim.

### **Medical Management**

He was referred to Dr. Hildebrand and conservative treatment failed to relieve his symptoms. A MRI revealed a partial thickness tear of his rotator cuff and he proceeded to have his shoulder scoped on 12/14/18.

### **Periods of Disability**

12/14/17 to 1/14/18

### **Permanent Partial Impairment/Permanent Disability**

PPD reserves reflect 8% shoulder but he is still treating.

### **Subrogation/Other Issues**

He had a prior left shoulder w/c injury but is completely separate from this injury. No source for subrogation or contribution.

### **Plan of Action:**

Early return to work was achieved with the cities modified duty work program. I am closely monitoring his recovery and once released by the doctor, I will request a disability rating. If settlement authority needed, I will present it to the Board and then negotiate a complete settlement of all issues, obtain Division approval and close file.

## CLAIM SUMMARY-RESERVES

**Employer:** City of Haven  
**Claim No.:** 17700910  
**Employee Age:** 49  
**AWW:** \$646.42  
**Attorneys:** Employee -No  
**Adjuster:** Gene Miller

**Date of Injury:** 12/14/2017  
**Job Description:** Water Dept.  
**Updated:** 1/30/2018  
**TTD Rate:** \$430.95  
**Employer:** -No

	Medical	Indemnity	Expense	Total
<b>Reserves</b>	<b>\$25,000.00</b>	<b>\$7,327.00</b>	<b>\$3,000.00</b>	<b>\$35,327.00</b>
<b>Amount Paid</b>	<b>\$1,022.63</b>	<b>\$0.00</b>	<b>\$42.65</b>	<b>\$1,065.28</b>
<b>Outstanding</b>	<b>\$23,977.39</b>	<b>\$7,327.00</b>	<b>\$2,457.35</b>	<b>\$34,261.72</b>

### **Accident Description/Nature of Injury:**

Claimant was assisting in laying of new sewer line. He slipped on the edge of the ditch and fell into the ditch, twisting his right knee on impact.

### **Investigation/Compensability**

A coworker was operating the backhoe but unsure if he saw the fall. He did report the injury promptly and no defenses to deny.

### **Medical Management**

Conservative care failed to relieve his symptoms and a MRI was ordered which revealed a meniscus tear and so he was referred to Dr. Larimore who scoped his knee on 1/10/18.

### **Periods of Disability**

He returned to work 1/11/18, so does not qualify for TTD benefits.

### **Permanent Partial Impairment/Permanent Disability**

Reserves reflect 7 ½% PPD to knee.

### **Subrogation/Other Issues**

There are no sources for contribution or subrogation. No other issues on this claim.

### **Plan of Action:**

I expect him to be released from care on his next appointment in February and if so will request a disability rating from Dr. Larimore. Once the rating is received, I will negotiate a settlement of all issues, obtain Division approval and close file.

## CLAIM SUMMARY-RESERVES

**Employer:** City of Arkansas City  
**Claim No.:** 17701681  
**Employee Age:** 53  
**AWW:** \$8463.87  
**Attorneys:** Employee Kent Wirth  
**Adjuster:** Gene Miller

**Date of Injury:** 12/21/2017  
**Job Description:** Street Dept  
**Updated:** 1/22/2017  
**TTD Rate:** \$564.58  
**Employer:** Ron Laskowski

	Medical	Indemnity	Expense	Total
<b>Reserves</b>	<b>\$100,700.00</b>	<b>\$305,000.00</b>	<b>\$5,000.00</b>	<b>\$410,700.00</b>
<b>Amount Paid</b>	<b>\$366.73</b>	<b>\$47,255.32</b>	<b>\$8.50</b>	<b>\$47,630.55</b>
<b>Outstanding</b>	<b>\$100,333.27</b>	<b>\$257,744.68</b>	<b>\$4,991.50</b>	<b>\$363,069.45</b>

### **Accident Description/Nature of Injury:**

Claimant was a street sweeper operator and was washing his unit off at the end of his shift. The machine is left running so the hydraulics are working so the various parts can be cleaned. Another worker was assisting with the cleaning and was in the cab of the unit when it began to back up. The claimant was crushed between the street sweeper and a city pickup in the lot and was killed.

### **Investigation/Compensability**

The claimant was in the course and scope of his employment when injured and no defenses to deny the claim.

### **Medical Management**

He was taken to Wesley Medical Center where he was declared deceased.

### **Periods of Disability**

NA

### **Permanent Partial Impairment/Permanent Disability**

Kansas Death benefits allow up to \$300,000 plus \$5,000 burial benefits to widow and qualifying children.

### **Subrogation/Other Issues**

No source for subrogation or contribution. Initial payment was made to the widow only and we are in the process of correcting as 50% should have gone to a qualifying son.

### **Plan of Action:**

Death benefits have commenced and will continue on a regular basis until the Death benefit is exhausted. I did inquire with the widow about the possibility of a lump sum payment to conclude the balance of the claim and she seemed receptive, if the Board is inclined to proceed in that manner.

## CLAIM SUMMARY-RESERVES

Employer: City of Wamego  
Claim No.: 18702074  
Employee Age: 68  
AWW: \$Volunteer  
Attorneys: Employee NA  
Adjuster: Gene Miller

Date of Injury: 1/1/2018  
Job Description: Volunteer Fireman  
Updated: 1/22/2018  
TTD Rate: \$630.00  
Employer: NA

	Medical	Indemnity	Expense	Total
Reserves	\$125,000.00	\$305,000.00	\$5,000.00	\$435,000.00
Amount Paid	\$0.00	\$45,000.00	\$0.00	\$45,000.00
Outstanding	\$125,000.00	\$260,000.00	\$5,000.00	\$390,000.00

### Accident Description/Nature of Injury:

Claimant had been on an earlier fire call and the equipment was left in the firehouse to dry. The claimant and fire chief returned mid-morning to organize and put the equipment away. The claimant was standing on the left rear side of the fire truck and the fire chief was on the other side of the fire truck putting the fire hose back on the fire truck. For some unknown reason, the claimant fell, hitting his head on the concrete floor.

### Investigation/Compensability

The claimant was in the course and scope of his volunteer responsibility when he fell. It is assumed he slipped, causing him to fall. There are no defenses to this claim.

### Medical Management

The fire chief is an EMT and began administering first aid after calling an ambulance. He was life-flighted to Stormont Vail where he was determined to have no brain activity.

### Periods of Disability

NA

### Permanent Partial Impairment/Permanent Disability

Kansas work comp death benefits provide for widow and qualifying children to receive up to \$300,000 in indemnity benefits. There is also \$5,000 for burial allowance.

### Subrogation/Other Issues

There are no sources for subrogation or contribution.

### Plan of Action:

I have met with the widow and a daughter from a previous marriage. There are no children with the claimant so the widow is entitled to the entire benefit. The initial payment has been made and she has requested benefit checks to be issued every 4 weeks. We discussed a possible lump sum payout and she expressed interest but wished to delay to a later date to discuss.

## **CLAIM SUMMARY-RESERVES**

**Employer:** City of Hoisington  
**Claim No.:** 17695842  
**Employee Age:** 65  
**AWW:** \$910.71  
**Attorneys:** Employee -No  
**Adjuster:** Gene Miller

**Date of Injury:** 11/06/2017  
**Job Description:** Power Plant Supr  
**Updated:** 1/30/2018  
**TTD Rate:** \$630.00  
**Employer:** -No

	Medical	Indemnity	Expense	Total
<b>Reserves</b>	<b>\$30,000.00</b>	<b>\$21,735.00</b>	<b>\$2,750.00</b>	<b>\$54,485.00</b>
<b>Amount Paid</b>	<b>\$2,146.36</b>	<b>\$1,170.00</b>	<b>\$55.13</b>	<b>\$3,371.49</b>
<b>Outstanding</b>	<b>\$27,853.64</b>	<b>\$20,565.00</b>	<b>\$2,694.87</b>	<b>\$51,113.51</b>

### **Accident Description/Nature of Injury:**

Claimant was taking off an engine injector with a socket and 6' wrench. Wrench came off and fell. Claimant grabbed the wrench and it jerked his left shoulder, injuring same.

### **Investigation/Compensability**

There were no witnesses but he reported promptly and no defenses to the accident/injury.

### **Medical Management**

Conservative treatment failed and MRI was performed which revealed a full-thickness tear in his left shoulder. He was referred to Dr. Hildebrand who recommended surgery. He obtained a second opinion from his DC who concurred surgery would be necessary to relieve his symptoms. Surgery was performed

### **Periods of Disability**

12/21/17 to 1/10/18

### **Permanent Partial Impairment/Permanent Disability**

Reserves reflect 10%ppd shoulder.

### **Subrogation/Other Issues**

No source for subrogation or contribution.

### **Plan of Action:**

Early return to work already achieved. I'm following up with him after every doctor's appointment to confirm his progress. When he is released from care, I will request a disability rating, obtain settlement authority, negotiate a full/final settlement of all issues, obtain Division approval and close file.



## Claims Services Agreement

**AGREEMENT** made this 1 day of January, 2018 by and between **TRISTAR Risk Management**, a California corporation having its principal place of business at 100 Oceangate, Suite 700, Long Beach CA 90802 ("TRISTAR"), and **Kansas Municipal Insurance Trust**, a Self Insurance Group Funded Pool having its principal place of business at 3024 SW Wanamaker Road, Suite 203, Topeka, KS 66614 ("Customer").

**WHEREAS**, Customer, as a qualified self-insured under applicable state law, has a self-insured retention program with respect to workers' compensation claims and claim expenses pertaining to Customer's business ("SIR Program") with a retention level of Seven Hundred Fifty Thousand (\$750,000) dollars ("Retention Level"); and

**WHEREAS**, Customer has the sole responsibility to provide for competent claims administration and claims funding with respect to claims and/or losses and claims expenses arising within the SIR Program; and

**WHEREAS**, Customer desires to engage TRISTAR as the claims administrator with respect to those claims and/or losses arising under the SIR Program, including certain claims that were previously handled by Customer or any other entity; and

**WHEREAS**, TRISTAR desires to accept such engagement pursuant to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the terms, conditions and other agreements set forth herein, TRISTAR and Customer hereby agree as follows:

### 1. Term

The term ("Term") of this Agreement shall commence at 12:00 A.M. on January 1, 2018 ("Effective Date") and shall remain in effect through December 31, 2019 unless and until terminated in accordance with the provisions of Section 9 of this Agreement.

### 2. Engagement, Duties, and Authority of TRISTAR

**2.1** Customer hereby engages TRISTAR and TRISTAR hereby accepts such engagement as the claims administrator to represent and act for Customer with respect to all claims arising under the SIR Program, occurring during the Term, reported to TRISTAR during the Term, and assigned to TRISTAR by Customer ("Claims"). Claims shall consist of:

- i) "Takeover Claim(s)" which shall be defined as any Claim reported to TRISTAR that has been handled by Customer or any preceding manager or administrator prior to being assigned to TRISTAR and is open and pending as of the Effective Date; and
- ii) "Newly Reported Claim(s)" which shall be defined as any Claim other than Takeover Claims.

**2.2** The terms and conditions of this Agreement will continue to apply during the Term. In consideration of payment of the agreed-upon fees as set forth in this Agreement, TRISTAR agrees to perform the following services ("Services") during the Service Period as defined in Schedule A and any extension or renewal thereof, if applicable, with respect to the Claims. Subject to the authority limits stated below, TRISTAR shall:

**2.2.1** provide to Customer the following basic services ("Basic Services"):

- i) establish and maintain an electronic file with respect to each Claim ("Claim File"); such Claim Files shall include accurate records and accounts of all transactions with respect to Claims; and be maintained in accordance with prudent standards of record keeping;
  - ii) conduct analysis of Claims to determine their validity and compensability in accordance with Claims' guidelines as may be agreed to by TRISTAR and Customer;
  - iii) establish case-specific reserves, adjust, resist, deny and/or settle Claims:
    - up to Ten Thousand dollars (\$10,000);
    - greater than Ten Thousand dollars (\$10,000) at the direction of and with the approval of the Customer;
  - iv) upon approval or at the direction of Customer, use legal counsel where appropriate and assist legal counsel in the preparation of cases for hearings, trials and/or appeals;
  - v) comply with the Funding Agreement effective August 1, 2017 entered into by and between TRISTAR and Customer ("Funding Agreement") attached hereto as Schedule B which governs the operation of an account maintained pursuant to Section 4 ("Account");
  - vi) pursue, as deemed appropriate by TRISTAR, reasonable possibilities of subrogation, contribution, or indemnity; report to excess carrier whenever Claim exceeds 50% of Retention Level or in accordance with other excess carrier requirements provided to TRISTAR by Customer; and request excess insurance recoveries on behalf of Customer and deposit all recovery amounts in the Account;
  - vii) refer all regulatory complaints to Customer and cooperate with Customer to resolve such complaints;
  - viii) report cases involving suspected fraud to the appropriate state mandated agency and when reporting to the state insurance department is required, use an internal special investigative unit or contract with an entity to provide such services;
  - ix) provide TRISTAR's standard claims reports to Customer;
  - x) make payments of valid claims for compensation, rehabilitation expenses, and other required benefits payable under applicable insurance laws, together with Allocated Loss Adjustment Expenses, out of funds provided by the Customer pursuant to Section 3 hereof subject to the limitations and requirements of this Agreement; and
  - xi) participate in and cooperate with audits by independent accountant and state examiner(s) and assist with actuarial evaluation of Customer.
- 2.2.2** provide to Customer services in accordance with the provisions of Schedule C attached hereto ("Information Services");
- 2.2.3** provide, or use vendors to provide, specialty services ("Specialty Services") such as early intervention, nurse case management, managed care, utilization review, medical bill review, PPO network, Specialty Carve-out PPO networks for Diagnostic Services and Durable Medical Equipment (collectively "Managed Care Services"), claim call-in reporting (telephonic, electronic, fax or internet), Special Investigation (SIU), and index bureau reports. Specialty Services are charged as Allocated Loss Adjustment Expenses (as defined in Section 12) or, where required by state law, as loss; and
- 2.2.4** provide to Customer fidelity bond in the amount of \$3,000,000, as required by KSA 12-2627(b).



### **3. Duties of Customer**

#### **3.1 Customer shall:**

- 3.1.1** promptly forward, or cause to be forwarded to TRISTAR, all claims, claim forms, demands, notices, inquiries or correspondence concerning or related to Claims;
- 3.1.2** at the time that Claims are assigned to TRISTAR, provide TRISTAR with a copy of any investigative and pertinent material;
- 3.1.3** not independently adjust, attempt to settle, or otherwise process Claims without prior written notice to TRISTAR;
- 3.1.4** comply with the Funding Agreement as respects the operation of the Account including Customer's obligation to provide funds to TRISTAR for the payment of all Claims and Allocated Loss Adjustment Expenses;
- 3.1.5** cooperate with TRISTAR with respect to the performance of Claim services, including, but not limited to: responding promptly to TRISTAR's requests for information; providing timely direction to TRISTAR for matters exceeding its authority; meeting with TRISTAR, as may be needed; and making decisions as required by this Agreement and within such time periods as to meet all legal requirements applicable to the obligations under this Agreement;
- 3.1.6** report to any and all insurers, reinsurers or intermediaries all facts, notices, documents, and information sufficient to comply with reporting requirements of said insurers or reinsurers regarding the Claims hereunder. TRISTAR shall make no such reports except as specifically provided in this Agreement. TRISTAR shall however cooperate with Customer with respect to Customer's obligations to insurers and reinsurers;
- 3.1.7** be responsible for managing the vendors (managed care, other third party administrators, and other services) Customer has contracted with, if any, and meeting all requirements in connections therewith. TRISTAR will have no responsibility or liability for the obligations of vendors or Customer in connection with the services provided by such vendors and Customer shall indemnify, hold harmless, and defend TRISTAR against any such liability, except that TRISTAR shall cooperate with the vendors Customer contracted with and assist Customer with respect to such vendor requirements; and
- 3.1.8** perform all such other actions and things reasonably necessary or otherwise required to enable TRISTAR to perform its services under this Agreement.
- 3.2** Customer represents and warrants that it is and shall remain throughout the Term a qualified self-insured under applicable state law.

### **4. Payment of Claims and Allocated Loss Adjustment Expense(s)**

- 4.1** In addition to the invoices for Fees and Expenses (as defined in Subsection 5.5) addressed in Section 5 below, all Claims obligations, including loss, indemnity, and Allocated Loss Adjustment Expenses and other Claim-related expenses, are the obligations of Customer and shall be funded by Customer as provided in the Banking and Funding Schedule. Customer acknowledges that at no time will TRISTAR be obligated to make any payments out of TRISTAR funds.
- 4.2** Unless otherwise agreed by TRISTAR and Customer, Specialty Services which are listed on Schedule D attached hereto shall be provided by TRISTAR's Preferred Provider

network, which may include TRISTAR, its affiliates and subsidiaries (including TRISTAR Managed Care, Inc.), or third parties. Specialty Services will be charged to Customer as Allocated Loss Adjustment Expenses or, where required by state law, as loss. Customer understands and agrees that TRISTAR may receive compensation in connection with the Specialty Services, either by retaining a portion of the fees and expenses charged to the Account, or by receiving fees from preferred providers. The amount TRISTAR retains or receives will vary depending upon the preferred provider, and may be calculated based on percentage of savings, percentage of revenue to the provider, or TRISTAR's mark-up of provider fees. The amounts retained or received by TRISTAR in connection with Specialty Services are in addition to the Fees and Expenses paid to TRISTAR by Customer under Section 5 of this Agreement. The fees set forth on Schedule D may be adjusted from time to time with notice.

## **5. Payment of Fees, Expenses, and Taxes**

- 5.1** For Basic Services and Information Services performed, TRISTAR shall be entitled to and Customer shall pay the fees and expenses, including Reimbursable Expenses (as defined in Subsection 5.2), calculated and earned in accordance with this Section 5 and Schedule A.
- 5.2** TRISTAR shall be reimbursed for those expenses which are incurred by TRISTAR in the rendering or performance of services and not incorporated in the Basic Fee ("Reimbursable Expenses"). Reimbursable Expenses are subject to prior Customer approval and include, but are not limited to, any data processing or telecommunications charges, hotel, travel, living and out-of-pocket expenses related to the provision of services pursuant to this Agreement.
- 5.3** For all services other than Basic Services, Information Services, and Specialty Services provided under this Agreement, Customer shall compensate TRISTAR in accordance with this Section 5 and Schedule A ("Additional Services Fees"), plus Reimbursable Expenses. Additional Services Fees and expenses charged pursuant to this Subsection 5.3 are in addition to those fees and expenses charged under Subsections 5.1 and 5.2.
- 5.4** Customer shall be responsible to pay directly to the applicable taxing authority or to TRISTAR, if imposed on TRISTAR, all federal, state and local taxes (other than net income taxes) which TRISTAR may be required to pay or collect or which may be incurred or assessed against TRISTAR or Customer, under any existing or future law, relating to the sale, delivery, rendering or provision of services by TRISTAR to Customer ("Taxes").
- 5.5** TRISTAR shall submit itemized invoices to Customer for all fees, Reimbursable Expenses, and, if applicable, Additional Services Fees and Taxes ("Fees and Expenses") incurred in accordance with this Section 5 on a monthly basis and such invoice shall be paid by Customer to TRISTAR upon receipt of same. Amounts which remain unpaid in excess of thirty (30) days from the date of receipt of the invoice shall be subject to an interest charge of one and one-half (1.5%) percent per month, such charge to be effective beginning thirty (30) days after the date due until paid.

## **6. Records: Inspection, Access, and Ownership**

- 6.1** Customer shall at all times retain the ownership of the Claim Files and Claims data (collectively, "Claim File Information"). Customer acknowledges that TRISTAR has a right of continuing possession and access to the Claim File Information, including any



accessing software, hardware, and systems to permit TRISTAR to fulfill all of its obligations under this Agreement, whether before or after termination, including in the event of any dispute or legal action between the parties.

- 6.2** Claim File Information shall, upon thirty (30) days prior written notice to TRISTAR, be available for on-site audit, review, and/or inspection by duly authorized representatives of Customer and by regulatory authorities having appropriate jurisdiction. The parties agree that if there are more than two (2) Claim File audits, reviews, and/or inspections including reasonable follow-up of the activities of TRISTAR by Customer, regulatory authorities or other parties, or any combination thereof during each twelve (12) month period of the Term, TRISTAR shall be compensated in accordance with Subsection 5.3 for its involvement with any such additional audit(s), reviews, and/or inspections.
- 6.3** At the conclusion of TRISTAR's obligation to handle Claims and subject to the payment of all Fees and Expenses due TRISTAR, TRISTAR shall send directly to Customer or a third party selected by Customer i) an electronic copy in TRISTAR's then current format of the Claim File Information, and ii) all open and closed physical Claim Files, if any (collectively, "Transfer Services") in accordance with Subsection 9.3. Customer hereby acknowledges that Customer, such third party selected by Customer, or any succeeding administrator is responsible for retaining Claim File Information that is transferred to it for the longest of the following time periods:
- i) for five (5) years from the closing of the Claim;
  - ii) for the duration of any applicable regulatory requirement or state law; or
  - iii) for the duration of the applicable Statute of Limitations.

## **7. Indemnification, Limitation of Liability**

- 7.1** TRISTAR agrees to hold Customer harmless, defend, and indemnify Customer against any and all losses, claims, expenses (including reasonable attorneys' fees), fines, penalties, damages, judgments or liabilities ("Liabilities") asserted against Customer by a third party but only insofar as the same have arisen as a proximate result of the actual fraud, negligence or willful misconduct of TRISTAR in the provision of services under this Agreement.
- 7.2** Customer agrees to hold TRISTAR harmless, defend, and, upon demand, indemnify TRISTAR against any and all Liabilities whatsoever to which TRISTAR may be subject, other than those which TRISTAR is obligated to indemnify Customer pursuant to Subsection 7.1. Furthermore, without limiting the generality of the foregoing, Customer shall indemnify and hold TRISTAR harmless against any liability arising out of or related to (i) any act or omission of TRISTAR taken or omitted to be taken at the request, direction, or approval of the Customer, (ii) any act or omission of the Customer or any preceding manager or administrator or of any third party providing services for Claims except those third parties contracted by TRISTAR to provide services for Claims pursuant to this Agreement, (iii) TRISTAR being named in litigation as being responsible for the payment of Claims, and (iv) Customer's failure to pay any Claim or Allocated Loss Adjustment Expense(s) on a timely basis.
- 7.3** Pursuant to this Section 7, when the indemnified party receives notice of a claim or suit with respect to claims resulting from the assertion of liability by a third party for which indemnification is provided by this Section, the indemnified party will promptly notify the indemnifying party and provide a copy of the claim notice, summons and complaint, or other relevant documents. The indemnified party shall cooperate fully with the defense of any such claim. The indemnifying party shall consult with the indemnified party



concerning counsel retained. Should the parties fail to reach agreement on selection of counsel, the opinion of the indemnifying party shall govern the selection. The indemnifying party shall control the conduct of the litigation and of other proceedings. The indemnifying party shall request counsel to keep both parties apprised of the status of the proceedings by promptly reporting all significant developments and, in addition, by providing general status reports on a timely basis. With regard to any claim for which indemnification is sought hereunder, the parties shall mutually agree as to the acceptance of any settlement offer(s), or alternatively, the indemnifying party shall decide whatever action is to be taken regarding any settlement offer(s), provided, that, the indemnifying party in such case shall obtain the complete and written release of the indemnified party with respect thereto.

- 7.4** Notwithstanding anything in this Agreement to the contrary and with the exception of risks covered by Fidelity Bond pursuant to Section 2.2.4, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, WARRANTY, CONTRACT, OR OTHERWISE) SHALL TRISTAR BE LIABLE TO CUSTOMER, OR ANY OTHER PERSON, OR ENTITY FOR ANY ACT PERFORMED, OR ANY FAILURE TO ACT, ON BEHALF OF CUSTOMER OR ANY OTHER PERSON OR ENTITY OR IN THEIR INTEREST, THE MULTIPLIED PORTION OF ANY MULTIPLIED DAMAGES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY CHARACTER, OR ANY DAMAGES FOR WHICH THE LAW OR PUBLIC POLICY PROHIBITS INDEMNIFYING OR INSURING EVEN IF TRISTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.5** As used in this Section 7, the terms "TRISTAR" and "Customer" shall include, respectively, the directors, officers, employees, contractors, subcontractors, agents and other representatives of TRISTAR or Customer.
- 7.6** The provisions of this Section 7 shall survive the termination of this Agreement.

## **8. Confidentiality, Privacy of Claim File Information**

- 8.1** The parties acknowledge that in the course of dealings between each other:
- 8.1.1** each party will acquire from the other information about business activities and operations, technical information and trade secrets, all of which are highly confidential and proprietary ("Confidential Business Information"). Confidential Business Information shall not include (i) information already known to a party; (ii) information which now is or hereafter becomes publicly known through no wrongful act of a party, (iii) information received by a party from a third party without similar restriction and without breach of this Agreement; (iv) information independently developed by a party; (v) information approved for release by written authorization of the other party; and (vi) information which, after notice to a party providing a reasonable opportunity to contest disclosure, must be disclosed pursuant to the requirements of a governmental agency or a final binding order of a court of competent jurisdiction; and
- 8.1.2** each party may gain access to and/or generate information of Customer's consumers, customers, insureds or claimants which may include personally identifiable, financial and/or health information which may be protected by federal, state and local laws ("Protected Information").

- 8.2** In the event a party provides its Confidential Business Information and/or Protected Information (collectively “Confidential Information”) to the other party (“Receiving Party”), such Confidential Information shall be provided subject to the following confidentiality terms:
- 8.2.1** A party’s Confidential Information shall be safeguarded by the Receiving Party with at least as great a degree of care as the Receiving Party uses to safeguard its own most confidential materials or information relating to its own business.
- 8.2.2** The Confidential Information must be circulated, quoted, disclosed, or distributed solely on a “need to know basis” and only to employees, attorneys, or consultants of the Receiving Party (“Representatives”) after such Representatives have been informed of and agreed to be bound by this duty of confidentiality. Further, a Receiving Party agrees to obligate each of its Representatives to a level of care sufficient to protect the Confidential Information from unauthorized use or disclosure.
- 8.2.3** A Receiving Party and its Representatives shall not further circulate, quote, disclose or distribute any of the Confidential Information except as permitted under this Section 8.
- 8.3** The provisions of this Section 8 shall survive the termination of this Agreement.
- 9. Termination**
- 9.1** This Agreement shall be terminated in accordance with any of the following subsections of this Section 9:
- 9.1.1** Either party may terminate this Agreement by giving at least one hundred twenty (120) days prior written notice of termination to the other party.
- 9.1.2** Upon a material breach by TRISTAR or Customer in the performance of its duties or responsibilities as provided in this Agreement, the non-breaching party may advise the breaching party of said material breach by written notice. Except for breach by Customer for failure to pay Fees and Expenses or a breach by Customer for failure to fund the Account as required in this Agreement (“Monetary Breach”), the breaching party shall then have thirty (30) days from the date of written notice within which to cure said breach. For Monetary Breach, the Customer shall have five (5) business days from date of written notice within which to pay overdue Fees and Expenses to TRISTAR or to fund the Account as required. The non-breaching party shall have the right to terminate this Agreement upon written notice to the breaching party if the breaching party fails to cure said material breach within the specified time period.
- 9.1.3** This Agreement shall immediately terminate at the election of either party upon the occurrence of any of the following events with respect to the other party: its insolvency, its inability to meet its debts as they mature, its filing of a petition of voluntary bankruptcy under any chapter of the US bankruptcy laws, institution of proceedings to adjudge it bankrupt in an involuntary proceeding, filing of a petition for rehabilitation or liquidation, execution of an assignment for the benefit of creditors, its appointment by a court of a receiver, trustee, rehabilitator or liquidator, or its dissolution.
- 9.2** If this Agreement expires or is terminated pursuant to Section 9.1, TRISTAR shall cease the handling of all Claims as of the effective date of termination (“Termination Date”) and TRISTAR shall have no more obligations with respect thereto.



**9.3** Upon the expiration or termination of this Agreement:

- 9.3.1** TRISTAR and Customer shall perform all of their respective obligations in accordance with the terms of this Agreement whether to be performed before or after the Termination Date until the conclusion of TRISTAR's obligation to handle Claims as set forth in Section 9.2 and Schedule A. At that time and upon TRISTAR's receipt of payment of all earned but unpaid Fees and Expenses, TRISTAR shall provide the Transfer Services in accordance with Subsections 6.3 and 9.3.2.
- 9.3.2** Unless this Agreement has been terminated by Customer for cause pursuant to either Subsection 9.1.2 or 9.1.3, Customer shall reimburse TRISTAR for all fees and expenses incurred by TRISTAR ("Transfer Fees") in connection with the Transfer Services. These Transfer Fees shall be considered Additional Services Fees and calculated in accordance with Section 5.3. Transfer Fees shall include, but not be limited to:
- i) the actual costs incurred (examples: packing materials and shipping expenses in the event there are physical Claim Files); plus
  - ii) TRISTAR's reasonable fees for its services in effecting such transfer (examples: hourly fees for clerical labor to inventory, sort, pack, and ship such Claim Files; hourly fees for data processing labor to perform data extract and testing with receiving vendor; fees for production of notification letters to claimants, attorneys, and medical providers).
- 9.3.3** As respects all Claims, Customer shall remain liable for the funding of the Account in accordance with Section 4 and the payment of all Fees and Expenses in accordance with Section 5 that they would have been liable for had the Agreement not been terminated.

**10. Independent Contractor**

TRISTAR and its affiliates, shall act as an independent contractor(s) in providing services to Customer hereunder. Neither this Agreement nor the performance thereof by TRISTAR shall create nor be deemed to create any employer-employee, joint venture or partnership relationship between TRISTAR or any of its affiliates, officers, directors or employees, on the one hand, and Customer or any of its affiliates, officers, directors or employees, on the other hand.

**11. Force Majeure**

If any cause or condition shall occur beyond the control of TRISTAR which wholly or partially prevents the performance by TRISTAR of its obligations hereunder, including, without limitation, any act of God or the public enemy, fire, explosion, flood, earthquake, war, riot, adverse weather conditions, breakdowns in equipment or facilities, strike, slowdown, work stoppage or other labor trouble, then TRISTAR shall be excused from its obligations hereunder to the extent made necessary by such cause or condition and during the continuance thereof, and TRISTAR shall incur no liability by reason of its failure to perform the obligations so excused. Such cause or condition shall not, however, relieve Customer of the obligation to pay to TRISTAR fees and charges due to TRISTAR for services rendered and expenses incurred hereunder prior to such stoppage.

**12. Definition "Allocated Loss Adjustment Expense"**

- 12.1** For the purposes of this Agreement, Allocated Loss Adjustment Expense(s) ("Allocated Loss Adjustment Expense(s)") shall mean any fee or expense which is chargeable or



attributable to the investigation, coverage analysis, adjustment, negotiation, settlement, defense or general handling of any Claim(s) or action(s) related thereto, or to the protection and/or perfection of the Customer's right of subrogation, contribution or indemnification, all as reasonably determined by TRISTAR.

- 12.2** Allocated Loss Adjustment Expense(s) may be incurred for services provided by TRISTAR, its affiliates and subsidiaries, or third parties and include, but are not limited to, the following:
- 12.2.1** attorney's fees and disbursements incurred in connection with the determination of coverage and/or the adjustment, defense, negotiation or settlement of any Claim; attorney's fees incurred for representation at depositions, hearings, pretrial conferences and/or trials;
  - 12.2.2** fees and expenses incurred for: handling any Alternative Dispute Resolution proceeding ("ADR"); legal actions, including trials or appeals; pursuing any declaratory judgment action, including deposition fees; cost of appeal bonds; court reporter or stenographic services, filing fees, and other court costs, fees and expenses; transcript or printing services and all discovery expenses; service of process; witnesses' testimony, opinions, or attendance at hearings or trial;
  - 12.2.3** fees and expenses for attendance at or participation in ADR proceedings, hearings, trials or other proceedings by TRISTAR personnel or its subcontractors directly related to Claims;
  - 12.2.4** statutory fines or penalties; pre- and post-judgment interest paid as a result of litigation, unless regulatory or reporting requirements define such interest as loss or indemnity payments;
  - 12.2.5** subcontractors' fees and travel expenses, including independent adjusters, automobile and property appraisers, to the extent that same are incurred in the adjustment, negotiation, settlement or defense of any Claim;
  - 12.2.6** fees and expenses incurred in conjunction with the telephonic, web, or other electronic methods of reporting Claims as set forth on Schedule D;
  - 12.2.7** experts' fees and expenses including reconstruction experts, engineers, photographers, accountants, economists, metallurgists, cartographers, architects, hand-writing experts, physicians, appraisers and other natural and physical science experts, plus the fees and expenses associated with preparation of expert reports, depositions, and testimony;
  - 12.2.8** fees and expenses for surveillance, undercover operative and detective services or any other investigations;
  - 12.2.9** fees and expenses for: medical examinations, or autopsies, including diagnostic services, and related transportation services; durable medical equipment; and medical reports and rehabilitation evaluations, unless regulatory or reporting requirements define such fees and expenses as loss or indemnity payments;
  - 12.2.10** fees and expenses for any public records, medical records, credit bureau reports, index bureau reports, and other like reports as set forth on Schedule D;

- 12.2.11 fees and expenses incurred where TRISTAR determines it is reasonable to pursue the rights of contribution, indemnification or subrogation of the Customer, including attorney and collection agency fees and/or expenses;
- 12.2.12 medical or vocational rehabilitation fees and expenses, and all other medical cost containment services, including, but not limited to utilization review and management, pre-audit admission authorization, hospital bill audit or adjudication, provider bill audit or adjudication, and medical case management, if applicable, unless regulatory or reporting requirements define such expenses as loss or indemnity payments as set forth on Schedule D; and
- 12.2.13 extraordinary travel and related fees and expenses incurred by TRISTAR at the express request of Customer, which are not otherwise payable under this Agreement.
- 12.3 With respect to TRISTAR's determination that a fee or an expense incurred pursuant to this Agreement is an Allocated Loss Adjustment Expense, TRISTAR makes no representation or warranty and assumes no responsibility that such determination (i) is in compliance with or meets the requirements of any statistical plan filing, statutory, regulatory, or insurance industry reporting scheme or the definition of "Allocated Loss Adjustment Expense" thereunder; (ii) is or could be characterized as payment of loss or indemnity; or (iii) is or is not subject to insurance or reinsurance coverage or limits. Customer agrees that it is responsible for making all such judgments and for complying with any and all such requirements.

### 13. MMSEA

- 13.1 Section 111 of the Medicare, Medicaid, and SCHIP (State Children's Health Insurance Programs) Extension Act of 2007 (all of which together shall be referred to as "MMSEA") (P.L. 110-173), contains mandatory reporting requirements ("MIR") for group health plan arrangements and for liability insurance (including self-insurance), no-fault insurance, and workers' compensation (see 42 U.S.C. 1395y(b)(7) & (8)). As respects compliance with MMSEA under this Agreement:
  - 13.1.1 Customer has the obligation to perform MIR requirements as respects Claims, register with the Centers for Medicare and Medicaid Services ("CMS") as a Responsible Reporting Entity ("RRE"), and provide to TRISTAR all relevant information including the RRE Identification Number(s) assigned. Customer has appointed the reporting agent(s) identified on Schedule A for the purpose of meeting MMSEA obligations including MIR requirements ("Reporting Agent(s)").
  - 13.1.2 Reporting Agent services include determining Medicare eligibility, reporting to CMS eligible Claims using the mandated format for a determination of Medicare eligibility, processing error corrections, and providing quarterly reports. Where applicable, Reporting Agent should also respond to all inquiries and requests for conditional payments, comply with settlement approvals, negotiate and prepare claim set-aside agreements ("CSA's") and Medicare set-aside agreements ("MSA's").
  - 13.1.3 Customer consents to the disclosure by TRISTAR of Claims information required by MIR to Reporting Agent or others for the purpose of providing MIR pursuant to this Agreement. Customer and TRISTAR agree that Claim data reported to or by CMS is confidential and each shall take reasonably necessary steps to protect the confidentiality of this data.



- 13.1.4** Customer agrees that fees and charges by Reporting Agent incurred for compliance with MMSEA and other related services shall be paid by Customer and charged against the Claim Files as Allocated Loss Adjustment Expenses. Such fees and charges are listed on Schedule D.

#### **14. Non-Hire**

- 14.1** Without the written consent of the other, Customer and TRISTAR shall not:
- i) solicit for employment or employ any employee of the other who is or has been directly engaged in the performance of this Agreement; and
  - ii) for a period of six (6) months following the termination of any employee who had been directly engaged in the performance of this Agreement, solicit for employment or employ such employee of the other.
- 14.2** Customer agrees that: (i) the prohibition against solicitation and employment of TRISTAR employees by Customer in Section 14.1 without TRISTAR's written consent shall also apply to any affiliates of Customer; and (ii) that violation of this prohibition by Customer shall be deemed to be a material breach of this Agreement by Customer. For purposes of this Section 14.2, "Affiliates of Customer" includes any entity controlling, controlled by, or in common control with Customer or any entity in which Customer has an interest during the Term or with which Customer has entered into a contract.
- 14.3** This provision shall not apply to any offer of employment by TRISTAR or Customer arising from a general employment solicitation to the public and not specifically directed at any employee of the other party who is directly engaged in the performance of this Agreement.
- 14.4** The provisions of this Section 14 shall apply during the Term and the six (6) month period immediately following the Term.

#### **15. Notices**

- 15.1** All notices or other communications required pursuant to Section 9 shall be in writing and sufficient if i) delivered personally; ii) sent by a nationally recognized overnight carrier; or iii) sent by registered or certified mail return receipt requested, postage prepaid and via facsimile; and addressed as follows:

TRISTAR: TRISTAR Risk Management  
100 Oceangate, Suite 700  
Long Beach, CA 90802  
Attn.: Thomas J. Veale

*With a copy to:* TRISTAR Insurance Group, Inc.  
2540 Route 130, Suite 109  
Cranbury, NJ 08512  
Attn.: General Counsel's Office

Customer: Kansas Municipal Insurance Trust  
8200 E. 32<sup>nd</sup> Street N.  
Wichita, KS 67226  
Attn.: Don Osenbaugh

- 15.2 When required or issued pursuant to this Agreement, notices shall be deemed to have been given at the time i) when personally delivered, ii) upon the day following the day sent by overnight carrier, or iii) if mailed, upon the third (3<sup>rd</sup>) day after the date such notice is postmarked.

## **16. State Amendment Requirements**

- 16.1 The Agreement shall be deemed to incorporate any and all provisions required by applicable state insurance laws, relating to insurance administrators or third party administrators, insofar as such provisions relate to the services performed by TRISTAR pursuant to the Agreement.

## **17. General**


- 17.1 This Agreement constitutes the entire agreement of the parties and supersedes all previous agreements and/or contracts whether oral or written between them with respect to the subject matter hereof.
- 17.2 If any provision of this Agreement shall contravene or be invalid under the laws of the United States, the state in which enforcement is sought, or the regulatory requirements of such state, it is agreed that such provision shall not invalidate the whole Agreement but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid.
- 17.3 This Agreement may only be amended by a written instrument signed by the parties hereto.
- 17.4 The parties shall not disclose to any third party the terms and conditions of this Agreement, except as may be required by law, reasonable advice of its counsel, or the written consent of the non-disclosing party. Notwithstanding the aforementioned, this Agreement may be disclosed to appropriate regulatory authorities, the parties' representatives, accountants, attorneys, and advisors and to insurers of Customer, including excess insurers to and reinsurers of the SIR Program.
- 17.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. A party may not assign this Agreement or the services required herein without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, except that TRISTAR may assign this Agreement to an affiliate or subsidiary company, or a successor in interest by acquisition or merger provided that such succeeding company shall assume all rights and obligations under this Agreement.
- 17.6 Except as otherwise provided herein, nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- 17.7 A party hereto shall not be deemed to have waived any rights or remedies accruing to it hereunder unless such waiver is in writing and signed by such party. No delay or omission by a party hereto in exercising any right shall operate as a waiver of said right on any further occasion.




- 17.8 Wherever approval of a party is required under this Agreement, it shall not be unreasonably withheld or delayed.
- 17.9 The captions are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 17.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
- 17.11 The exchange of copies of this Agreement and of signature pages by e-mail transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original for all purposes. Signatures of the parties transmitted by e-mail shall be deemed to be their original signatures for all purposes.
- 17.12 This Agreement shall be interpreted and construed in accordance with the internal laws of the State of Kansas without regard to conflicts of law.
- 17.13 Each party represents to the other that it is authorized to enter into this Agreement and that its entry into this Agreement does not and will not violate the terms of any judgment, decree or ruling or any contract with any third party.

**TRISTAR AND CUSTOMER CERTIFY BY THEIR UNDERSIGNED AUTHORIZED OFFICERS THAT THEY HAVE READ THIS AGREEMENT, INCLUDING ALL SCHEDULES AND EXHIBITS HERETO, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**TRISTAR Risk Management**

By:   
 Name: Thomas J. Vento  
 Title: President  
 Date: 2/16/18

**Kansas Municipal Insurance Trust**

By:   
 Name: Don Osenbaugh  
 Title: Pool Administrator  
 Date: 2/16/18

## Schedule A

### Reporting Agent; Service Period; Fees and Expenses

This Schedule A shall be effective January 1, 2018 and it shall: i) apply to all Claims reported and all Information Services provided on or after that date, and ii) remain in effect until the parties agree on new rates.

The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Schedule A.

#### A.1 Reporting Agent(s)

##### A.1.1 Reporting Agent(s):

- i) for MMSEA reporting to CMS: TRISTAR
- ii) for MMSEA compliance and other related services: TRISTAR's Preferred Provider, unless Customer directs the use of a different vendor.

#### A.2 Service Period

**A.2.1** In consideration of payment by Customer of the fees described in Section A.3, TRISTAR will provide the Services for the periods set forth below ("Service Period"):

**Basic Services.** TRISTAR will provide Basic Services for each Claim beginning on the date the Claim is reported to TRISTAR and ending on the sooner of:

- i) the date the Claim is closed; or
- ii) the effective date of termination of this Agreement in accordance with any provision of Section 9.

**Information Services.** TRISTAR will provide Information Services beginning on the Effective Date and ending on the date TRISTAR is no longer obligated to provide Basic Services as set forth above.

#### A.3 Basic Fees

**A.3.1 Annual Services Fee.** In consideration for the Basic Services and Information Services (including one user) performed by TRISTAR during the Service Period for Claims, TRISTAR shall be entitled to and Client shall pay TRISTAR in accordance with Section A.4, subject to any adjustments made in accordance with Subsection A.3.3, the annual fees ("Annual Services Fee(s)") listed below for each year. The Annual Services Fee shall be paid by Customer in ten (10) equal monthly installments ("Monthly Installment(s)"), in advance, beginning with the payment for January and ending with the payment for October each year:

ANNUAL PERIOD	ANNUAL SERVICES FEE	MONTHLY INSTALLMENT
1/1/18 to 12/31/18 .....	\$216,300.00 .....	\$21,630.00
1/1/19 to 12/31/19 .....	\$222,789.00 .....	\$22,278.90

**A.3.2 Fees for optional services requested by Customer.** In consideration for the services listed below (collectively, "Optional Service(s)") rendered during the Service Period upon the request of Customer and in accordance with this Agreement, Customer agrees to pay



TRISTAR at the following rates ("Optional Rates") in accordance with Section A.6, subject to any increases made in accordance with Subsection A.3.3, for as long as the Optional Services are provided:

*If requested by Customer:*

- i) **For each additional user in excess of two (2):** Seven Hundred Fifty dollars (\$750) per user ("Additional User Rate");
- ii) **OSHA Reports:** N/A Four Thousand dollars (\$4,000) per year ("OSHA Rate");
- iii) **Standard Data File (monthly):** One Thousand Two Hundred dollars (\$1,200) per year ("Data File Rate")
- iv) **Self-Insured Reports:** in accordance with TRISTAR's rates, which vary by state, then in effect ("SIR Report Rate"); and
- v) **Customized Interface:** on a Time and Expense basis at the hourly rate of One Hundred Forty-Five dollars (\$145) ("Customized Interface Rate").

The Additional User Rate, OSHA Rate, and Data File Rate each shall be pro-rated for each applicable Optional Service added at any time other than as of the Effective Date or a subsequent Increase Date, as hereinafter defined.

**A.3.3 Increases due to Material Change in business terms.** In addition to the foregoing, Customer agrees that TRISTAR, in its sole discretion, reserves the right to make adjustments to the Annual Services Fee and Optional Rates (collectively, "Basic Fees") as it deems necessary in the event any of the following occurs:

- i) a material discrepancy is discovered in the historical data and any other information provided to TRISTAR by Customer or its representatives that is used by TRISTAR to develop the Basic Fees and this Agreement; and
- ii) there is a material change in the scope of services to be provided by TRISTAR, including the use of TRISTAR's Preferred Provider network.

#### **A.4 Additional Services Fees**

**A.4.1** The Basic Fees shall apply to Services, other than Specialty Services, rendered during the Service Period for Claims. Should TRISTAR be engaged by Customer to provide any other service, Customer shall pay TRISTAR for such services, in accordance with Section A.6, on a Time and Expense basis at TRISTAR's then current hourly rates unless other rates are mutually agreed upon ("Additional Services Fees").

#### **A.5 Expenses**

**A.5.1 Reimbursable Expenses.** Customer shall reimburse TRISTAR for Reimbursable Expenses.

**A.5.2 Taxes.** Customer shall pay Taxes.

#### **A.6 Payment**

**A.6.1** Notwithstanding any expiration or sooner termination of this Agreement:

- i) the Monthly Installment(s) shall be deemed fully earned, due, and nonrefundable upon the first (1<sup>st</sup>) day of each month for which it is incurred.

*Optional Rates (if Optional Services requested by Customer and provided by TRISTAR):*

- ii) the Additional User Rate, OSHA Rate, and Data File Rate shall be deemed fully earned, due and non-refundable as of the date a new user is added or an Optional Service is provided, and each subsequent annual anniversary of the Effective Date; and
- iii) the SIR Report Rate and Customized Interface Rate each shall be deemed fully earned, due, and nonrefundable when it is incurred.

**A.6.2** All Fees and Expenses shall be payable by Customer to TRISTAR in accordance with Section 5.5 of the Agreement and invoiced as follows:

- i) The Monthly Installment shall be invoiced at the beginning of each month in which it is incurred and/or assessed (i.e., January through October); and
- ii) Additional Services Fees (if any), Optional Rates (if any), Reimbursable Expenses, and Taxes shall be invoiced by TRISTAR at the end of the month in which they are incurred and/or assessed.



Schedule B  
Funding Agreement

Funding Agreement (*Attached*)

## Schedule C

### Information Services

The terms and conditions of the Agreement apply unless and to the extent modified or supplemented by the specific terms and conditions of this Schedule C.

#### C.1 Scope of Services

In consideration of the payment of the applicable fees calculated in accordance with Schedule A, TRISTAR shall furnish the following to Customer ("Information Services"):

- online access to TRISTAR's claim system ("TRISTAR System"); and
- related materials.

#### C.2 Limited Warranty

TRISTAR MAKES NO WARRANTY OR REPRESENTATION RELATING TO TRISTAR SYSTEM, THE INFORMATION SERVICES, OR ANY OTHER SERVICES, OR MATERIALS PROVIDED IN CONNECTION THEREWITH. THE TRISTAR SYSTEM AND MATERIALS ARE FURNISHED AND ALL INFORMATION SERVICES ARE RENDERED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. TRISTAR DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### C.3 Limitation of Liability

- C.3.1 Customer assumes sole responsibility for the selection of the Information Services, to achieve its intended results and for the use made and the result obtained. EXCEPT AS PROVIDED IN THIS SCHEDULE C, TRISTAR SHALL NOT BE LIABLE FOR DIRECT DAMAGES OR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF TRISTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TRISTAR IS NOT RESPONSIBLE FOR ANY COSTS INCURRED AS A RESULT OF THE USE OF THE INFORMATION SERVICES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF DATA, COSTS OF RECREATING DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY THIRD PARTY. TRISTAR'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE INFORMATION SERVICES IS LIMITED TO TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

#### C.4 Proprietary Rights

- C.4.1 Customer's rights to Information Services under this Agreement may not be transferred, leased, assigned, or sublicensed except by written consent of TRISTAR, which TRISTAR may grant or withhold at its discretion.
- C.4.2 Customer acknowledges that the Information Services contain proprietary and confidential information and materials of TRISTAR which are protected as TRISTAR trade secrets and as copyrighted works, and which Customer may not copy, modify, or distribute except as authorized by TRISTAR. Customer agrees not to remove or deface any titles, trademarks, copyright notices, "restricted rights" or other proprietary legends affixed to or incorporated in the TRISTAR System or the Information Services.

- C.4.3** All systems created or utilized by TRISTAR in the performance of activities under this Agreement shall belong to, and shall remain the property of, TRISTAR and its affiliates, and Customer shall have no ownership interest therein. The term “systems” as used herein shall include, but shall not be limited to, computer programs, computer equipment, formats, risk data report formats, procedures, documentation and internal reports of TRISTAR and its affiliates, but such term shall not include Claims File Information.

## **C.5 Internet Use**

Information transmitted and received through the internet may be neither secure nor confidential and TRISTAR cannot and does not guarantee the privacy, security, authenticity, and non-corruption of any information so transmitted or stored in any system connected to the internet. TRISTAR shall not be responsible for any adverse consequences whatsoever of Customer’s connection to or use of the internet, and TRISTAR shall not be responsible for any use by Customer of Customer’s internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

## **C.6 Privacy**

- C.6.1** In the course of providing Information Services, TRISTAR may provide to Customer or Customer may gain access to or generate personally identifiable, financial and/or health information of consumers, insureds or claimants which may include confidential information (hereinafter collectively “Protected Information”) which may be subject to federal, state and local laws. Customer acknowledges and agrees that it (i) shall at all times comply with all federal, state and local laws and regulations applicable to Protected Information and (ii) shall only use the Protected Information for the purposes for which it was provided under this Agreement and for no other purpose. Except as permitted by applicable law or as necessary to carry out its obligations under this Agreement, Customer shall not disclose, license, sell or otherwise transfer Protected Information to a third party.
- C.6.2** Customer shall immediately notify TRISTAR of any violations of any such law or regulation applicable to provision of services under the Agreement or of any complaint or judicial or administrative proceeding initiated concerning any actual or alleged violation of such law or regulation. Notwithstanding the termination or expiration of the Agreement, Customer shall comply with this Section 6 with respect to all Protected Information in Customer’s possession or in the possession of Customer’s subcontractors or any other third party over which it has control.



## Schedule D

### Preferred Provider Specialty Services

*Schedule D is effective January 1, 2018 and is subject to change from time to time thereafter without prior notice. These Preferred Provider Specialty Services fees are paid as Allocated Loss Adjustment Expenses or, where required by state law, as loss.*

#### **Services**

#### **Fees**

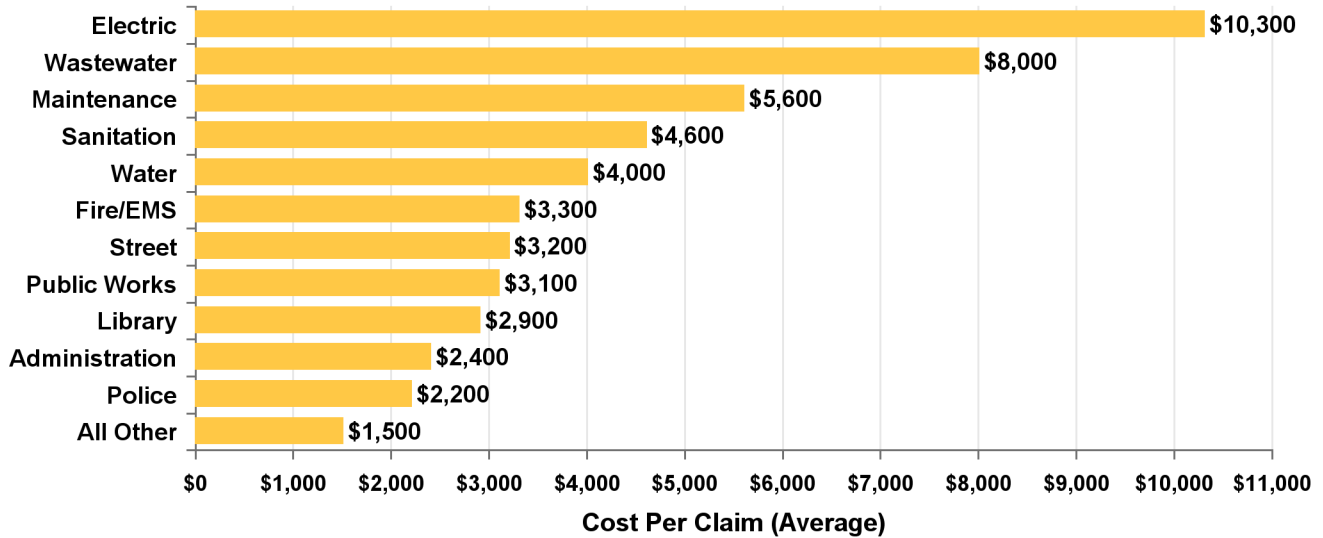
<b>Medical Bill Review:</b>	
Provider/Ancillary Bill Review	\$1.50 per line with a minimum of 3 lines
Hospital Bill Review (in and outpatient)	12% of savings, not to exceed \$25,000
Implantable Device Review	27% of savings
<b>Plus</b>	
PPO/Pharmacy/DME	24% of Savings (all savings are post fee schedule or U&C)
Specialty Bill/Out of Network Review	24% of Savings (all savings are post fee schedule or U&C)
Duplicate Bills Duplicate Line Items Monthly Savings Reporting Reconsiderations	} No Charge
<b>Other Services:</b>	
Special Investigations	Outsourced, at cost – typically \$85 per hour
Central Index Bureau	\$15 per report
MMSEA/SCHIP Query and Reporting	\$10 (One-time Fee per Claim)
Mileage	IRS allowance rate

# KMIT Loss Control: Claim Trend Analysis

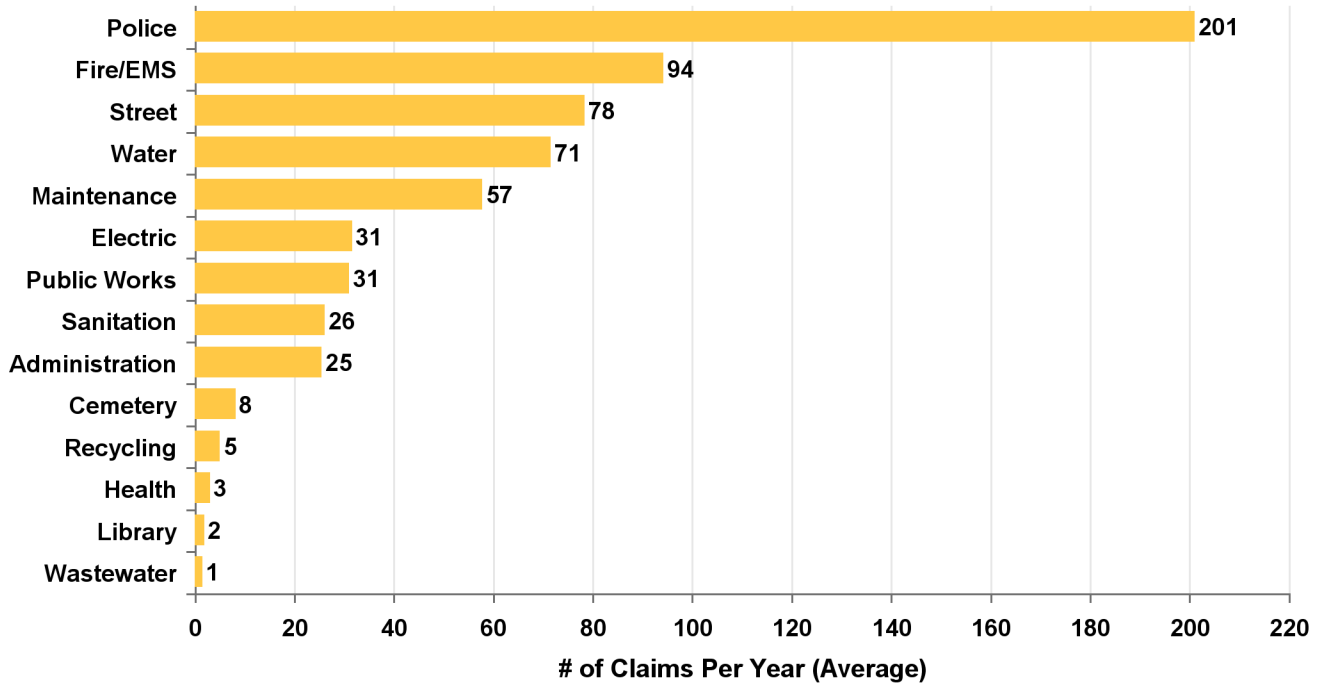
Accident Date Range: 1/1/2013 to 1/31/2018

Valued As Of 1/31/2018

## Average Severity Per Claim By Department

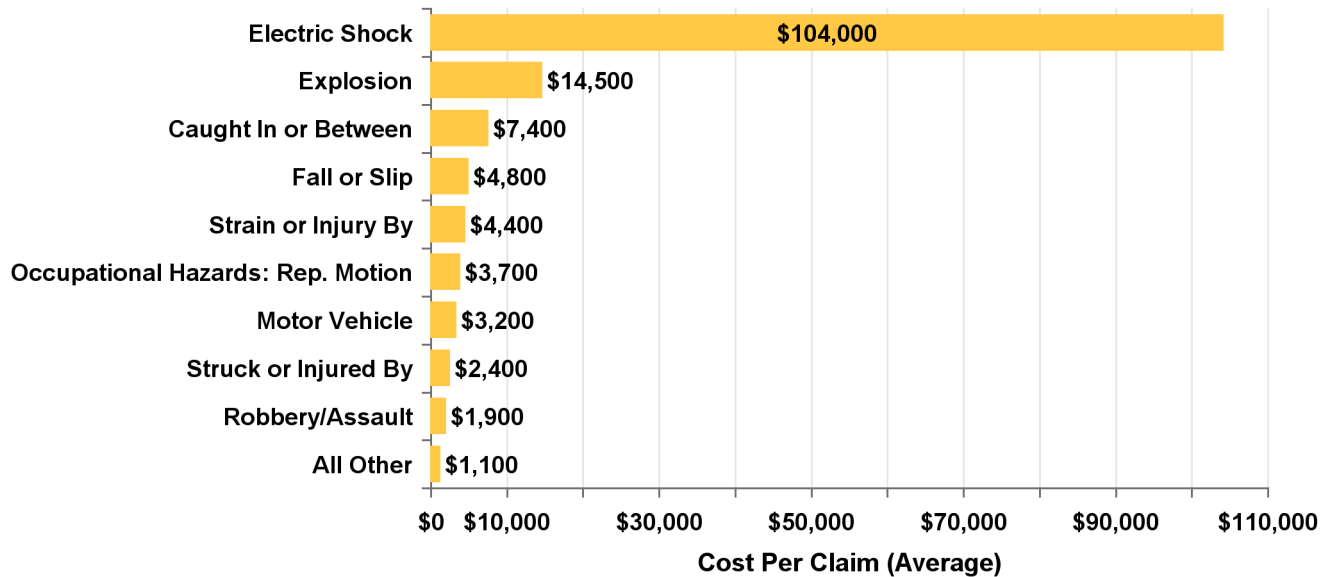


## Average Frequency Per Year By Department

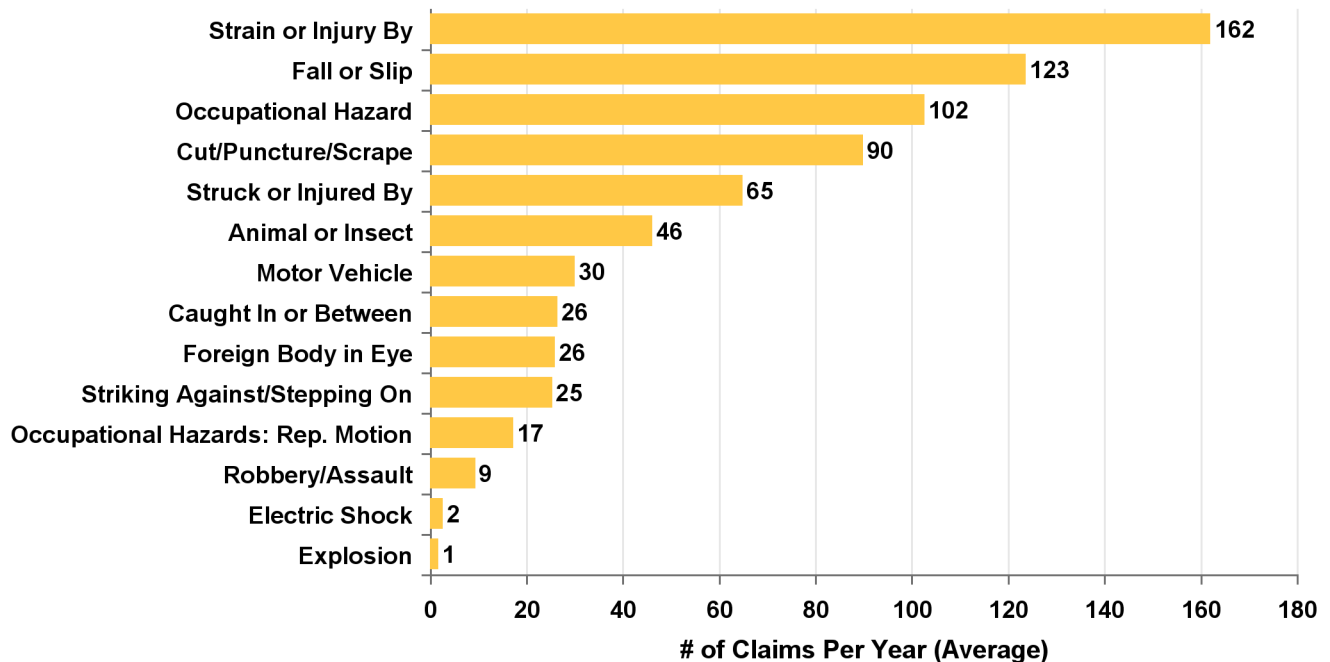


**KMIT Loss Control: Claim Trend Analysis**  
**Accident Date Range: 1/1/2013 to 1/31/2018**  
**Valued As Of 1/31/2018**

**Average Severity Per Claim By Accident Type**



**Average Frequency Per Year By Accident Type**



**KMIT Loss Control: Claim Trend Analysis**  
**Accident Date Range: 1/1/2013 to 1/31/2018**  
**Valued As Of 1/31/2018**

**Claims \$100,000 or Greater**

Rank	Policy Year	Claim Number	Accident Date	Claim Status	City	Department	Accident Type	Claim Cost
1	2014	2014048019	4/14/14	Open	City Of Russell	Electric	Electric Shock	\$936,640
2	2017	18702074	1/1/17	Open	City Of Wamego	Fire	Fall or Slip	\$435,000
3	2017	17701681	12/21/17	Open	City Of Arkansas City	Maintenance	Caught In or Between	\$410,700
4	2015	2015071784	8/17/15	Open	City Of Augusta	Sanitation	Caught In or Between	\$390,000
5	2014	2014048312	6/11/14	Closed	City Of Lucas	Maintenance	Electric Shock	\$247,481
6	2013	2013047001	10/11/13	Closed	City Of Spring Hill	Street	Strain or Injury By	\$244,305
7	2017	2017076410	4/30/17	Open	City Of Garden City	Electric	Occupational Hazard	\$141,000
8	2017	2017076443	5/2/17	Open	City Of Fort Scott	Police	Occupational Hazard	\$126,500
9	2016	2016074973	10/11/16	Open	City Of Eudora	Water	Fall or Slip	\$125,000
10	2014	2014048087	4/9/14	Closed	City Of Arkansas City	Street	Strain or Injury By	\$124,830
11	2014	2014048340	6/16/14	Closed	City Of Valley Center	Maintenance	Fall or Slip	\$122,460
12	2014	2014069973	12/5/14	Open	City Of Fredonia	Police	Motor Vehicle	\$118,879
13	2016	2016073786	4/29/16	Re-Open	City Of Atchison	Public Works	Strain or Injury By	\$111,731
14	2013	2013047392	12/30/13	Closed	City Of Newton	Water	Fall or Slip	\$111,281
15	2014	2014069536	10/9/14	Open	City Of Atchison	Maintenance	Strain or Injury By	\$110,500
16	2016	2016072899	1/7/16	Closed	City Of La Cygne	Street	Strain or Injury By	\$105,289
<b>Totals - Claims \$100,000 or Greater</b>							<b>(16 Claims)</b>	<b>\$3,861,596</b>
							<b>Average:</b>	<b>\$241,350</b>

Pool Financial  
Performance History  
(Valued as of 12/31/2017)

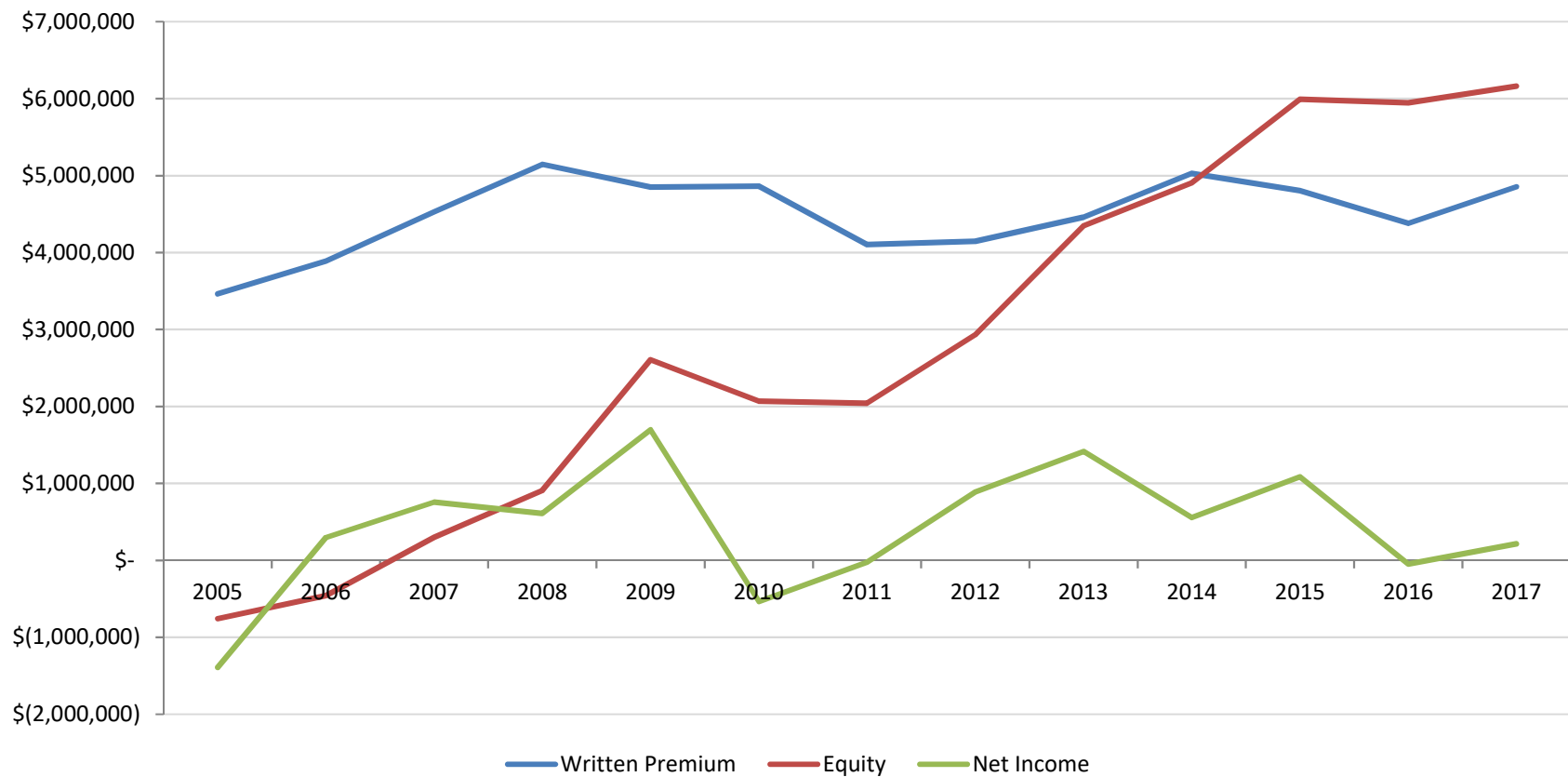
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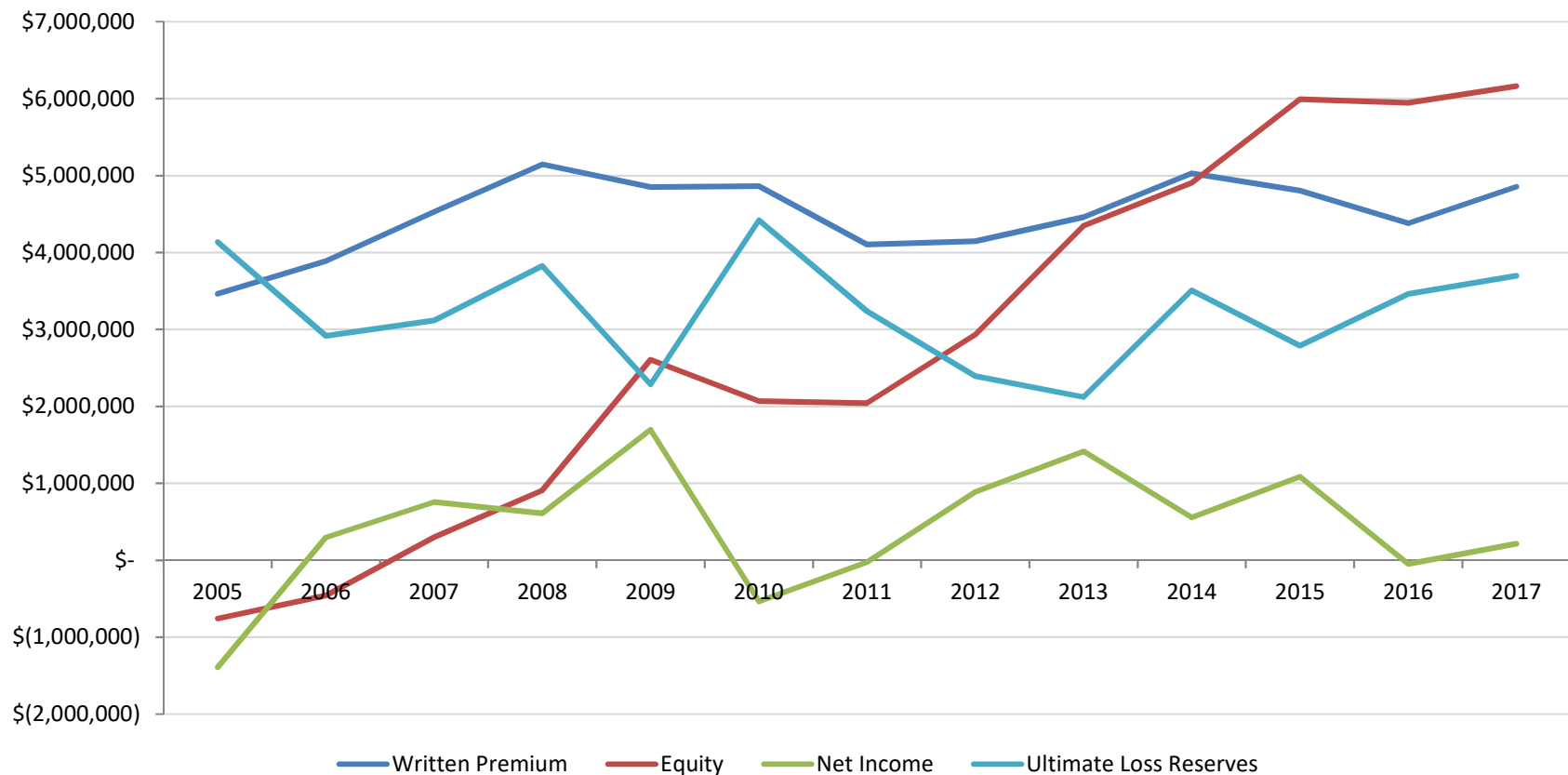
# Without Ultimate Loss Reserves

**KMIT Financial Strength Summary**



# With Ultimate Loss Reserves

**KMIT Financial Strength Summary**



2013-2017 Policy Year  
Performance Review:  
(Valued as of 12/31/2017)

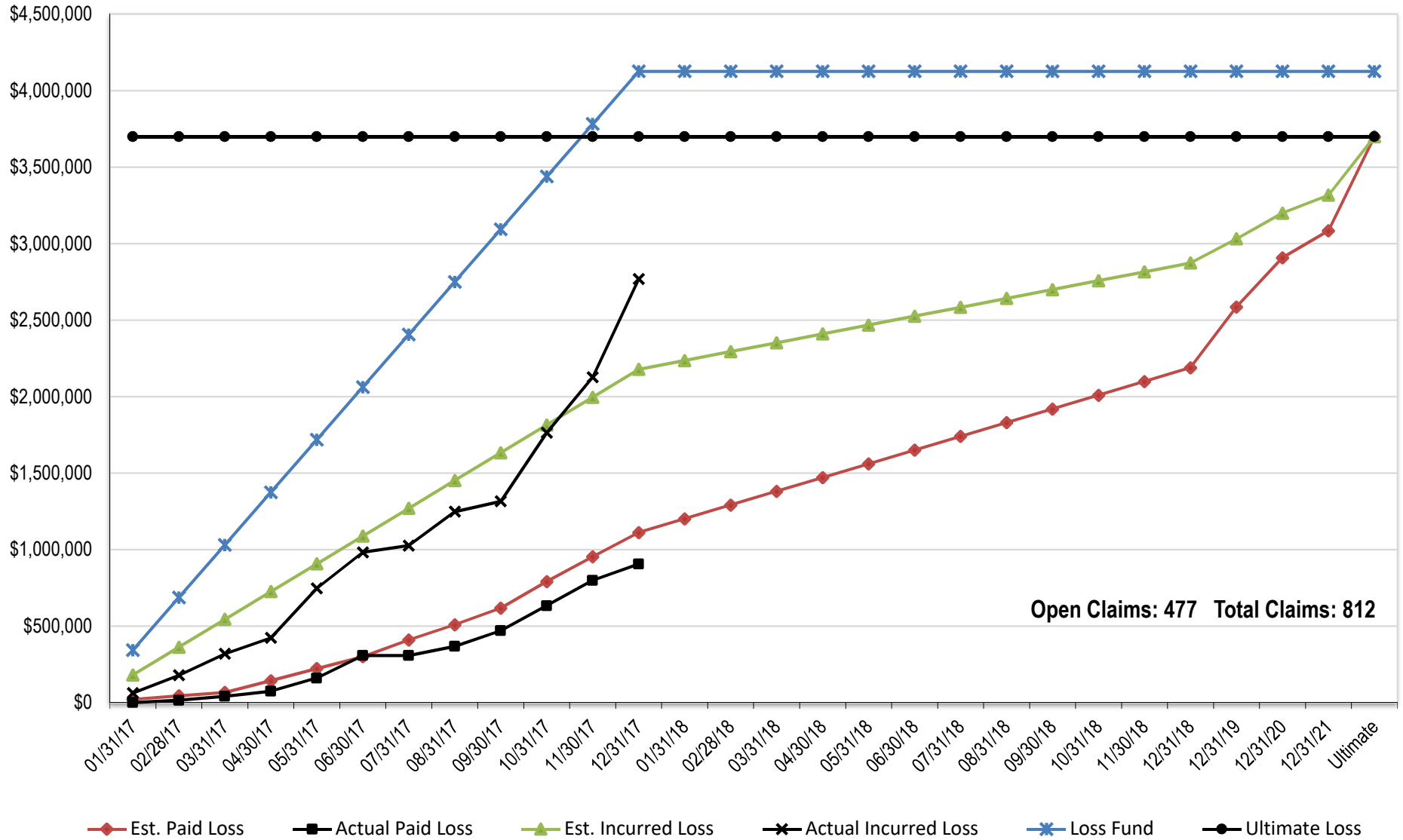
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# Kansas Municipal Insurance Trust

## 2017 Policy Year Performance

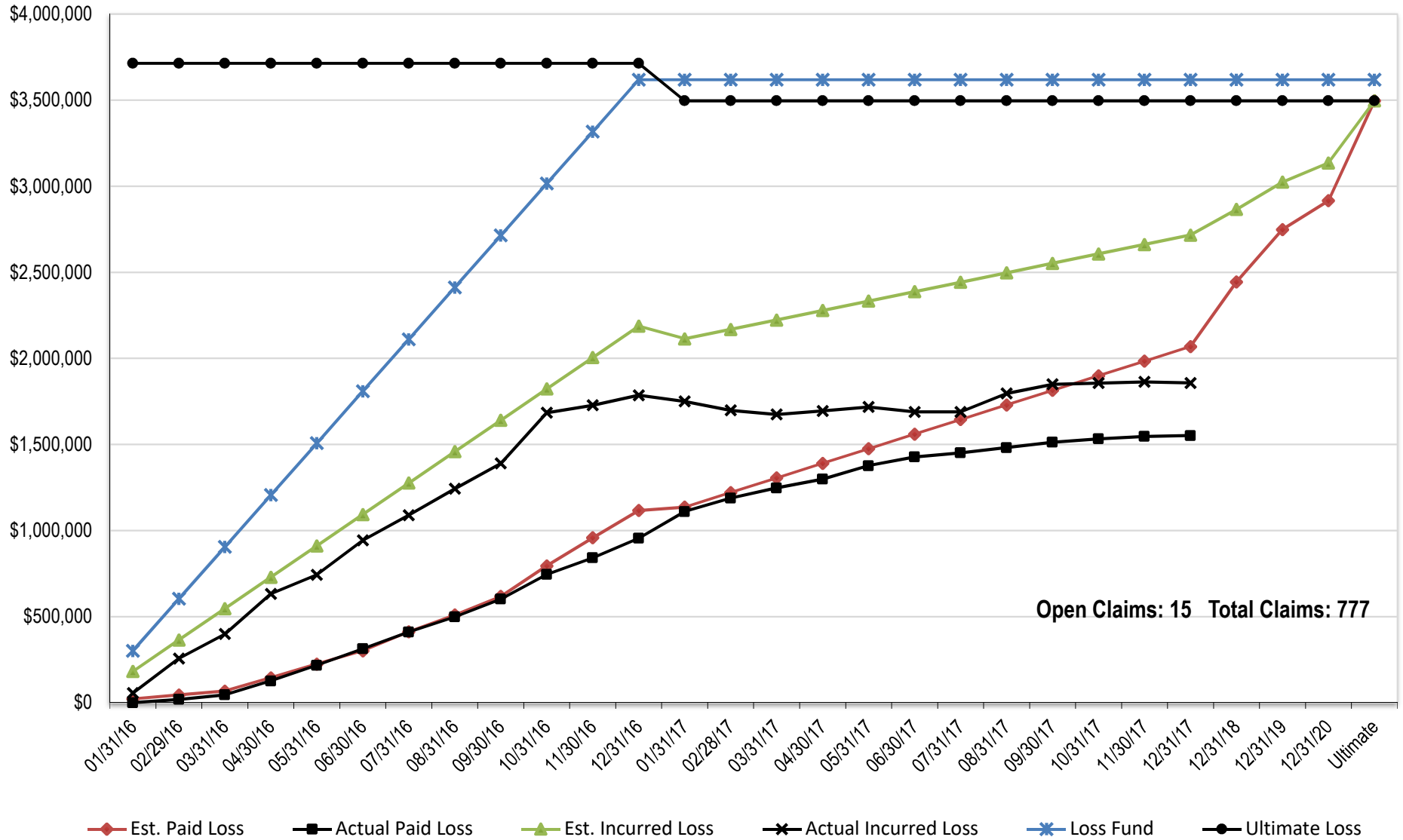
Valued as of 12/31/2017



# Kansas Municipal Insurance Trust

## 2016 Policy Year Performance

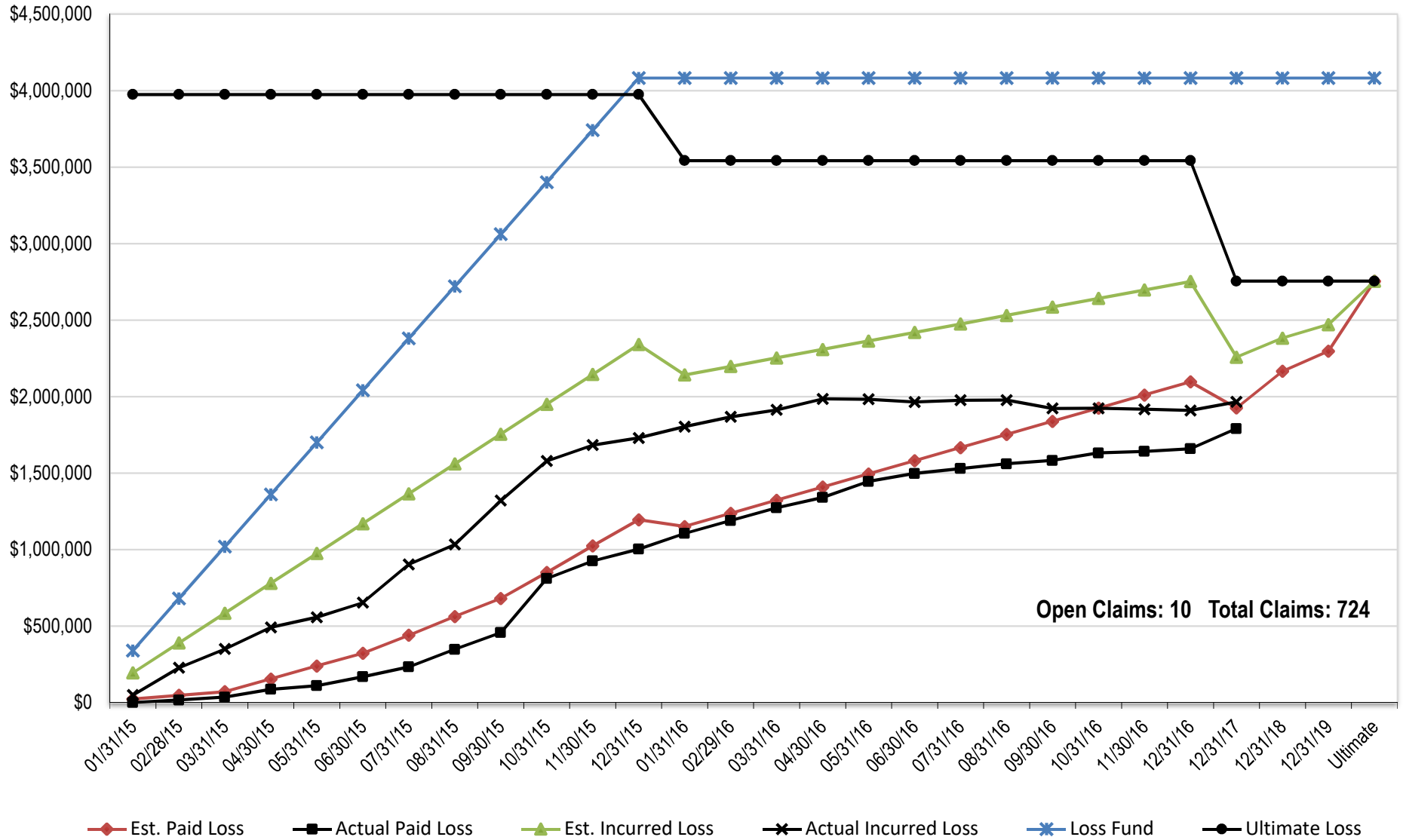
Valued as of 12/31/2017



# Kansas Municipal Insurance Trust

## 2015 Policy Year Performance

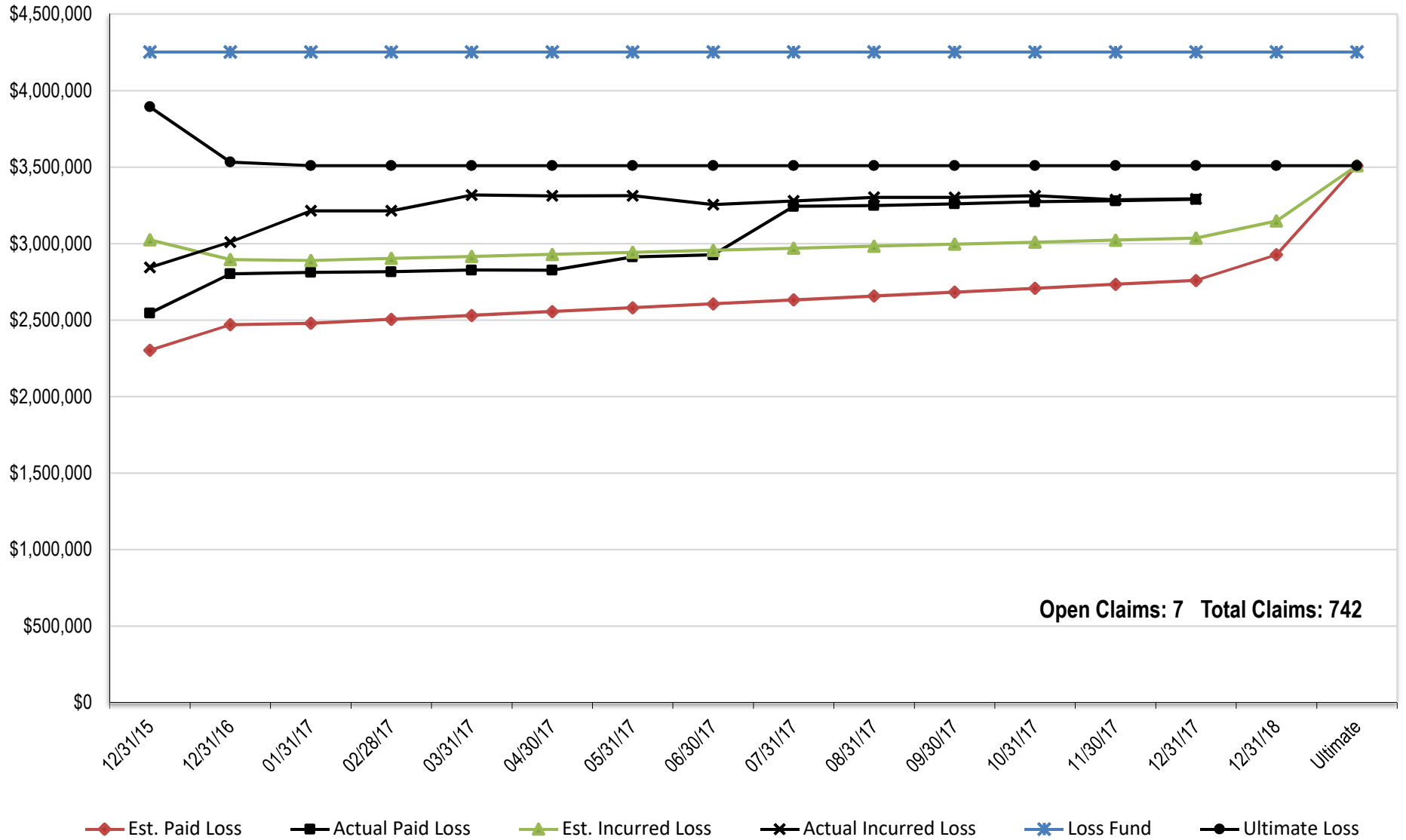
Valued as of 12/31/2017



# Kansas Municipal Insurance Trust

## 2014 Policy Year Performance

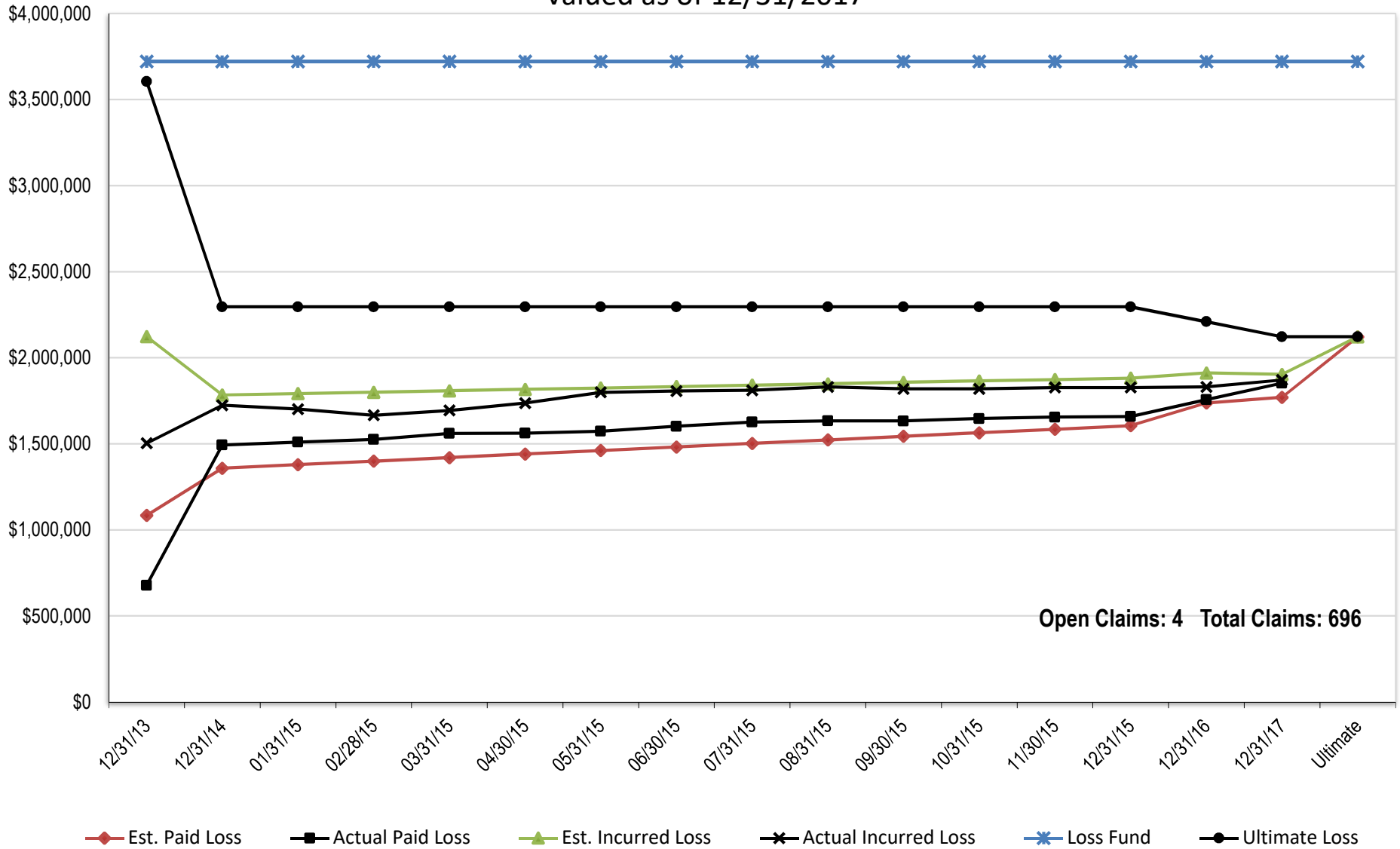
Valued as of 12/31/2017



# Kansas Municipal Insurance Trust

## 2013 Policy Year Performance

Valued as of 12/31/2017





# The Care Continuum

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A system for producing a  
Healthy Workforce

February 23, 2018  
Brian Stewart, DPT



# ARC's Mission:

*To be a catalyst of change  
in the marketplace by  
redefining "Excellence"  
in healthcare*



## Workers' Comp and ARCPT+

**70**

Percentage of  
our business  
that is related  
to the  
treatment of  
workers'  
compensation  
patients

**74,000+**

Number of  
patient visits  
in 2017

**550/500/6600**

Number of  
FCE's, Job  
Analysis and  
POET's  
performed  
in 2017



## Where we are in 2018

### Healthcare Issues in 2018:

Increasing Costs- Medical and Indemnity

Increasing Premiums

Cost Shifting: WC – Commercial Health

Lack of Providers/Competition

Our Overall Health as a Country is Poor

Lack of Accountability and Transparency





## Opinion- The Ideal System

Job Analysis- Define Essential Job Demands

POET- Make Objective Decisions Using Essential Job Demands

No “Off-Duty” Assignments- Modified Duty Programming

Use Case Management- When Appropriate

Make Wellness/Safety a Part of Your Company Culture

Prevent Lawsuits- Responsiveness, Pay Employees, Keep them Engaged

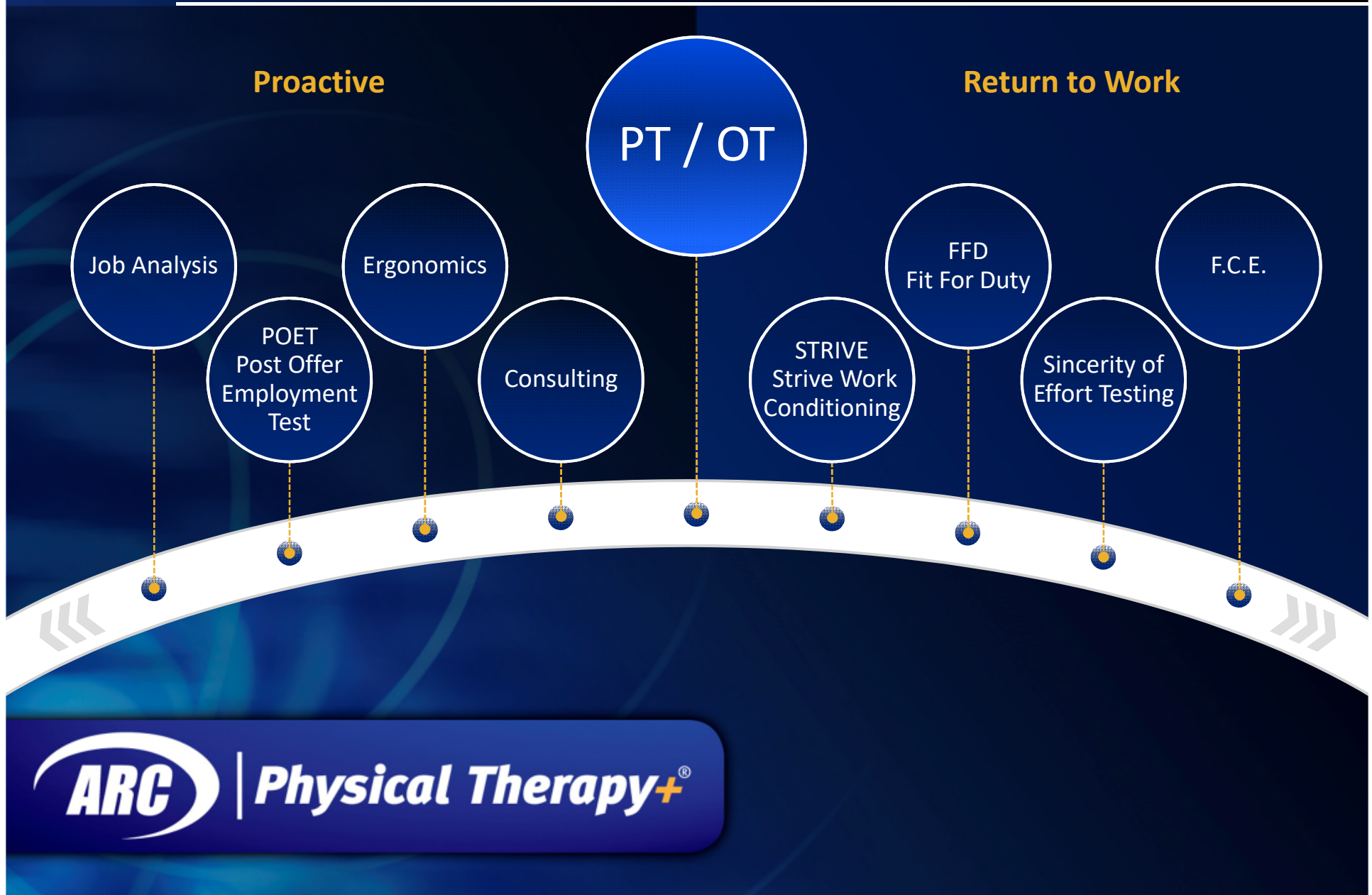
Set Expectations with Providers- Hold them Accountable to Outcomes

Select Medical Providers- Consistent and that Create Value for you





# ARC's Continuum of Care



# ARC's Continuum of Care

Proactive

Return to Work

## Job Analysis

- Cornerstone for the hiring and injury management process
- Quantifies the Essential Job Demands
- The decision-making tool

# ARC's Continuum of Care

Proactive

Return to Work

**POET**  
Post Offer  
Employment  
Test

- Legally fits applicant to job
- Not capable rate of 7-12%
- Collects baseline information
- Dynamic task replication v. isokinetics



# Case Studies- MODOT

MODOT reduced number of lost workdays from over 3,000 to 937 in one year and has maintained this trend in the 13 years since the program's inception



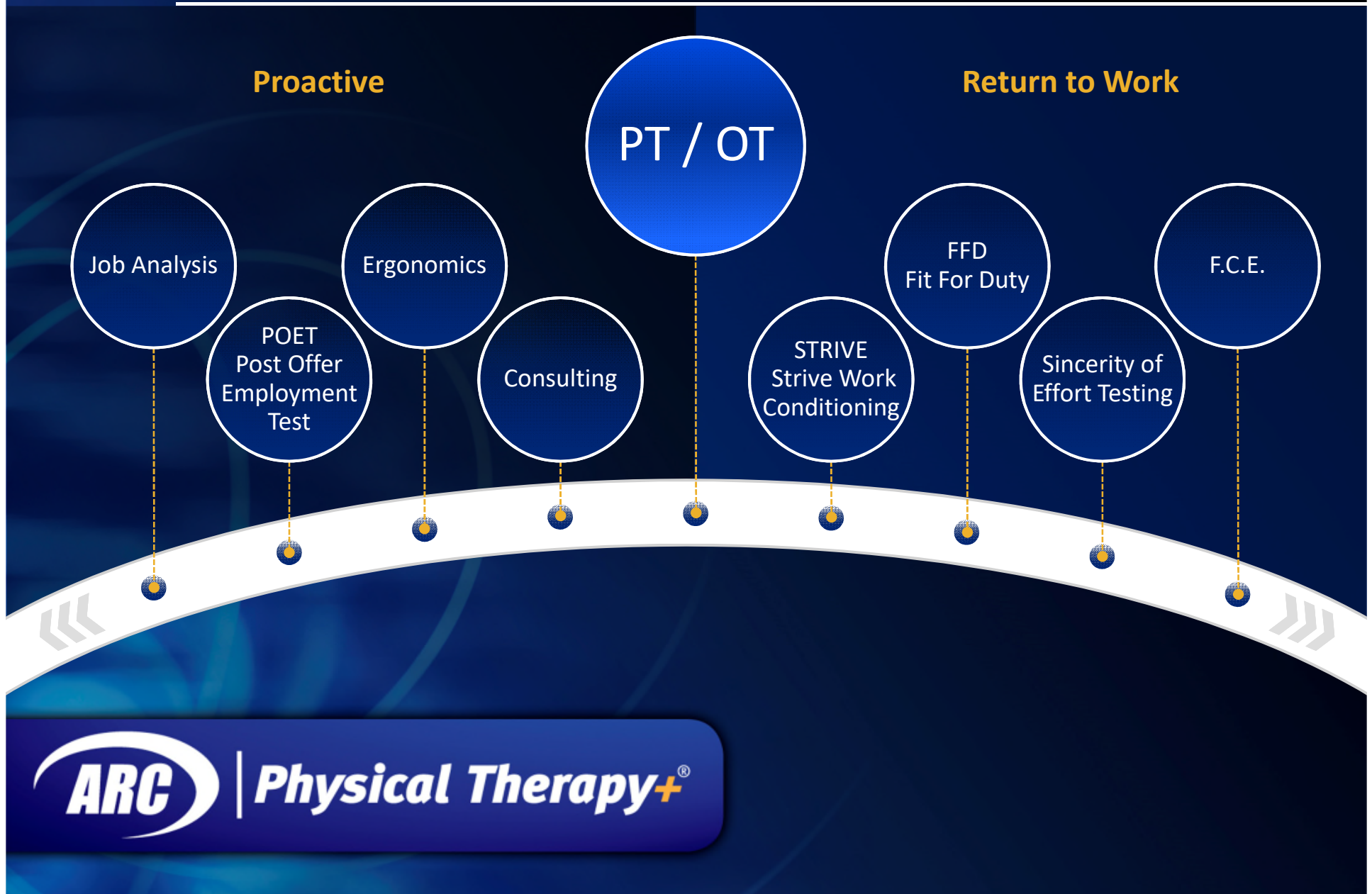


# Case Studies- Company X

- # Employees Up 13%
- # Claims Down 18%
- Claim Rate Per Employee Down 27%
- Cost Per Claim Down 35%



# ARC's Continuum of Care



# ARC's Continuum of Care

Proactive

Return to Work

What's next

- Expand the Testing Program
- Provider Selection
- Accountability
- Be the Model- Win!



# 2018 Market Review/Action Plan

KMIT St Pop		2014 est'd					Notes
Mkt	Rank	City	Population	KMIT	KERIT	Other	
1	15	<b>Dodge City</b>	28,117	<b>1</b>			re-joined 1/1/17
2	16	<b>Garden City</b>	27,004	<b>1</b>			
3	17	Junction City	24,665		1		
4	18	Emporia	24,560			1	
5	19	Derby	23,234	X	1		
6	20	Prairie Village	21,877		1		
7	21	<b>Hays</b>	21,044	<b>1</b>			
8	22	Liberal	21,012			1	last quoted in 2016 (fourth time quoted...every 3 yrs)
9	23	Gardner	20,667		1		
10	24	<b>Pittsburg</b>	20,394	<b>1</b>			
11	25	<b>Newton</b>	19,120	<b>1</b>			
12	26	<b>Great Bend</b>	15,840	<b>1</b>			
13	27	McPherson	13,189		1		electric city
14	28	<b>El Dorado</b>	12,879	<b>1</b>			
15	29	<b>Andover</b>	12,509	<b>1</b>			
16	30	Ottawa	12,403		1		
17	31	Winfield	12,258		1		electric city
18	32	<b>Arkansas City</b>	12,205	<b>1</b>			
19	33	Lansing	11,713		1		
20	34	Merriam	11,290		1		
21	35	<b>Haysville</b>	11,112	<b>1</b>			
22	36	<b>Atchison</b>	10,771	<b>1</b>			
23	37	<b>Parsons</b>	10,174	<b>1</b>			
24	38	Coffeyville	9,876	X	1		electric city (has left KMIT twice)
25	39	Mission	9,501	X	1		
26	40	Chanute	9,295		1		electric city
27	41	<b>Augusta</b>	9,242	<b>1</b>			
28	42	<b>Independence</b>	9,162	<b>1</b>			
29	43	<b>Wellington</b>	7,942	<b>1</b>			
30	44	<b>Fort Scott</b>	7,874	<b>1</b>			
31	45	Park City	7,556	X		1	
32	46	<b>Bonner Springs</b>	7,314	<b>1</b>			
33	47	<b>Bel Aire</b>	7,284	<b>1</b>			
34	48	<b>Valley Center</b>	7,057	<b>1</b>			
35	49	Pratt	6,963			1	electric city
36	50	<b>Roeland Park</b>	6,840	<b>1</b>			
37	51	<b>Abilene</b>	6,590	<b>1</b>			
38	52	<b>Eudora</b>	6,303	<b>1</b>			
39	53	Mulvane	6,289			1	electric city
40	54	<b>Ulysses</b>	6,160	<b>1</b>			
41	55	<b>De Soto</b>	6,038	<b>1</b>			
42	56	<b>Spring Hill</b>	5,896	<b>1</b>			
43	57	<b>Paola</b>	5,593	<b>1</b>			
44	58	Iola	5,553			1	electric city
45	59	Colby	5,388			1	electric city
46	60	<b>Concordia</b>	5,311	<b>1</b>			

# 2018 Market Review/Action Plan

47	61	<b>Tonganoxie</b>	5,190	<b>1</b>		
48	62	<b>Basehor</b>	5,119	<b>1</b>		
49	63	<b>Baldwin City</b>	4,585	<b>1</b>		
50	64	Goddard	4,692		1	
51	65	<b>Wamego</b>	4,578	<b>1</b>		
52	66	<b>Goodland</b>	4,554	<b>1</b>		
53	67	<b>Russell</b>	4,484	<b>1</b>		
54	68	<b>Edwardsville</b>	4,380	<b>1</b>		
55	69	<b>Osawatomie</b>	4,357	<b>1</b>		
56	70	Louisburg	4,322		1	
57	71	<b>Clay Center</b>	4,177	<b>1</b>		
58	72	Baxter Springs	4,073	<b>X</b>	1	
59	73	<b>Maize</b>	4,073	<b>1</b>		
60	74	<b>Larned</b>	4,023	<b>1</b>		
61	75	Fairway	3,969		1	
62	76	Hugoton	3,966		1	
63	77	<b>Rose Hill</b>	3,960	<b>1</b>		
64	78	Scott City	3,927		1	
65	79	Beloit	3,792	<b>X</b>	1	electric city
66	80	Lyons	3,737		1	
67	81	Hesston	3,734	<b>X</b>	1	
68	82	Mission Hills	3,597		1	
69	83	Frontenac	3,444		1	
70	84	<b>Lindsborg</b>	3,438	<b>1</b>		
71	85	Holton	3,316		1	electric city
72	86	Garnett	3,295		1	electric city
73	87	<b>Marysville</b>	3,295	<b>1</b>		
74	88	<b>Columbus</b>	3,186	<b>1</b>		
75	89	<b>Hiawatha</b>	3,108	<b>1</b>		
76	90	<b>Kingman</b>	3,094	<b>1</b>		
77	91	<b>Ellsworth</b>	3,076	<b>1</b>		
78	92	<b>Galena</b>	2,966	<b>1</b>		
79	93	<b>Hillsboro</b>	2,893	<b>1</b>		
80	94	<b>Osage City</b>	2,862	<b>1</b>		
81	95	Norton	2,846		1	electric city
82	96	<b>Girard</b>	2,773	<b>1</b>		
83	97	<b>Hoisington</b>	2,664	<b>1</b>		
84	98	St. Marys	2,664	<b>X</b>	1	not a League member
85	99	Burlington	2,635		1	
86	100	Sabetha	2,564		1	
87	101	Phillipsburg	2,556		1	quoted in 2009 and 2013; quoting in 2018
88	102	South Hutchinson	2,544		1	
89	103	<b>Clearwater</b>	2,531	<b>1</b>		
90	104	Eureka	2,485	<b>X</b>	1	
91	105	<b>Herington</b>	2,413	<b>1</b>		
92	106	<b>Neodesha</b>	2,400	<b>1</b>		
93	107	<b>Fredonia</b>	2,372	<b>1</b>		
94	108	<b>Sterling</b>	2,303	<b>1</b>		



# 2018 Market Review/Action Plan

95	109	<b>Cherryvale</b>	2,283	<b>1</b>		
96	110	Cimarron	2,240		1	
97	111	Anthony	2,234		1	quoted in 2017
98	112	Lakin	2,180		1	
99	113	<b>Cheney</b>	2,153	<b>1</b>		
100	114	<b>Ogden</b>	2,138	<b>1</b>		
101	115	Caney	2,125		1	not currently a prospect
102	116	Holcomb	2,120	<b>X</b>	1	
103	117	<b>Elkhart</b>	2,113	<b>1</b>		
104	118	<b>Council Grove</b>	2,105	<b>1</b>		
105	119	Ellinwood	2,098		1	
106	120	<b>Halstead</b>	2,084	<b>1</b>		
107	121	<b>Oakley</b>	2,075	<b>1</b>		
108	122	Ellis	2,074		1	
109	123	<b>Minneapolis</b>	2,029	<b>1</b>		
110	124	<b>Medicine Lodge</b>	2,021	<b>1</b>		
111	125	Seneca	2,006		1	
112	126	<b>Belleville</b>	1,917	<b>1</b>		
113	127	Kechi	1,982		1	
114	128	Humboldt	1,886		1	
115	129	<b>Marion</b>	1,861	<b>1</b>		
116	130	<b>Wellsville</b>	1,822	<b>1</b>		
117	131	<b>WaKeeney</b>	1,797	<b>1</b>		
118	132	<b>North Newton</b>	1,788	<b>1</b>		
119	133	<b>Oswego</b>	1,781	<b>1</b>		
120	134	Syracuse	1,750		1	
121	135	<b>Oberlin</b>	1,749	<b>1</b>		
122	136	<b>Horton</b>	1,732	<b>1</b>		
123	137	<b>Moundridge</b>	1,726	<b>1</b>		
124	138	<b>Edgerton</b>	1,703	<b>1</b>		
125	139	<b>Sedgwick</b>	1,701	<b>1</b>		
126	140	<b>Douglass</b>	1,692	<b>1</b>		
127	141	<b>Grandview Plaza</b>	1,670	<b>1</b>		
128	142	<b>Smith Center</b>	1,641	<b>1</b>		
129	143	Meade	1,637	<b>X</b>	1	
130	144	<b>Belle Plaine</b>	1,627	<b>1</b>		
131	145	<b>Westwood</b>	1,534	<b>1</b>		
132	146	<b>Leoti</b>	1,496	<b>1</b>		
133	147	<b>Arma</b>	1,464	<b>1</b>		JOINED IN 2017
134	148	<b>Hill City</b>	1,454	<b>1</b>		
135	149	Ness City	1,454		1	
136	150	<b>Kinsley</b>	1,451	<b>1</b>		
137	151	Towanda	1,427		1	
138	152	Silver Lake	1,426		1	
139	153	<b>Johnson City</b>	1,413	<b>1</b>		
140	154	Carbondale	1,405		1	
141	155	Sublette	1,399		1	

# 2018 Market Review/Action Plan

142	156	<b>Harper</b>	1,398	<b>1</b>		JOINED IN 2017
143	157	Osborne	1,396		1	
144	158	<b>Chapman</b>	1,379	<b>1</b>		
145	159	Inman	1,374		1	quoting again in 2018
146	160	Colwich	1,362		1	
147	161	Wathena	1,352		1	
148	162	Yates Center	1,350		1	
149	163	Buhler	1,335		1	
150	164	<b>Stockton</b>	1,315	<b>1</b>		
151	165	<b>St. Francis</b>	1,312	<b>1</b>		
152	166	La Crosse	1,290		1	
153	167	<b>Lincoln Center</b>	1,266	<b>1</b>		
154	168	<b>St. John</b>	1,244	<b>1</b>		
155	169	<b>Conway Springs</b>	1,239	<b>1</b>		
156	170	<b>Haven</b>	1,225	<b>1</b>		JOINED IN 2017
157	171	Victoria	1,225		1	
158	172	Atwood	1,222		1	
159	173	Auburn	1,217		1	
160	174	Elwood	1,204		1	
161	175	Plainville	1,189		1	
162	176	Hoxie	1,189	<b>X</b>	1	
163	177	Pleasanton	1,180		1	
164	178	Valley Falls	1,158	<b>X</b>	1	
165	179	<b>Peabody</b>	1,156	<b>1</b>		
166	180	Rossville	1,156		1	
167	181	<b>Satanta</b>	1,117	<b>1</b>		
168	182	<b>La Cygne</b>	1,116	<b>1</b>		
169	183	Erie	1,108		1	
170	184	Plains	1,093		1	
171	185	Chetopa	1,091		1	KMIT declined to quote 3 times
172	186	Washington	1,087		1	
173	187	<b>Oskaloosa</b>	1,086	<b>1</b>		
174	188	<b>Sedan</b>	1,065	<b>1</b>		
175	189	Solomon	1,061		1	
176	190	<b>Altamont</b>	1,049	<b>1</b>		
177	191	Nickerson	1,041		1	
178	192	Caldwell	1,034	<b>X</b>	1	
179	193	Lyndon	1,030		1	
180	194	Overbrook	1,029		1	
181	195	Kiowa	1,028		1	
182	196	Oxford	1,022		1	
183	197	Highland	1,015		1	
184	198	<b>Stafford</b>	1,002	<b>1</b>		
185	199	Dighton	1,000		1	
Mkt	RANK					

# 2018 Market Review/Action Plan

		KMIT	KERIT	Other
LL Cities between 1,000 and 28,117		100	14	71
Total in Market	185	54.1%	7.6%	38.4%
1,000-2,000		36	0	38
Total in this Sub-Set	74	48.6%	0%	51.4%
2,000-5,000		35	2	31
Total in this Sub-Set	68	51.5%	2.9%	45.6%
5,000-10,000		17	3	5
Total in this Sub-Set	25	68.0%	12.0%	20.0%
10,000-20,000		8	5	0
Total in this Sub-Set	13	61.5%	38.5%	0.0%
20,000-28,117		4	4	2
Total in this Sub-Set	10	40.0%	40.0%	20.0%

# **Non-Agenda Information and Background Material**

# KANSAS MUNICIPAL INSURANCE TRUST

## Board of Trustees Minutes from September 17, 2017

*Approved in Haysville on December 15, 2017*

**Meeting Convened:** Sunday, September 17, 2017, in the Hyatt Regency Hotel, in Wichita, KS. The meeting was called to order by KMIT Vice President Randy Frazer at 4:49 PM.

Frazer presented newly-elected Trustee Greg DuMars, from Lindsborg.

**Members Present:** *Board Members Present:* Vice President Frazer (Moundridge), Past President Tim Hardy (Elkhart), Ty Lasher (Bel Aire), Janie Cox (Haysville), Carey Steier (Pittsburg), Michael Reagle (Garden City), Keith Schlaegel (Stockton) and Greg DuMars. *Staff:* Deanna Furman (CORnerstone), Barbie Kifer (CORnerstone), Jess Cornejo (CORnerstone), Renee Rhodes (IMA), Paul Davis (CORnerstone), Gene Miller (TRISTAR), and Don Osenbaugh (KMIT Pool Administrator).

**Members Absent From Meeting:** Treasurer David Dillner (El Dorado), Michael Webb (Edwardsville), and Kerry Rozman (Clay Center).

**Minutes: August 25, 2017, McPherson:** Motion to approve as written by Lasher; seconded by Schlaegel. Approved unanimously.

### **Financial Reports:**

- a. August 31, 2017 Financials
- b. August 31, 2017 Cash and Investment Summary

Motion to approve both of the above reports made by Reagle; second by Cox. Approved unanimously.

**Reserve Advisory and Settlement Authority:** None

### **Election of 2017/2018 Officers:**

Hardy moved to approve the following:

1. For President: Randy Frazer;
2. For Vice President: David Dillner;
3. For Treasurer: Kerry Rozman.

The motion was seconded by Schlaegel, and approved unanimously. The newly-elected officers assumed their offices immediately.

**Other Business:** Osenbaugh reminded the Board that Janie Cox (and Haysville) will host the next Board meeting, on Friday, December 15.

**Adjournment:** Motion to adjourn by Schlaegel; second by Cox. Unanimous. Adjourned at approximately 5:15 PM.

  
Don Osenbaugh, Pool Administrator (acting as Trustee-Designated Secretary)



# KANSAS MUNICIPAL INSURANCE TRUST

## Special Meeting

### Board of Trustees Minutes from November 1, 2017

*Approved in Haysville on December 15, 2017*

**Meeting Convened:** Wednesday, November 1, 2017, BY PHONE, originating from the IMA offices, Wichita, KS. Called to order by President Randy Frazer at 11:01 AM.

**Members Present:** *Board Members Present On Site:* President Frazer (Moundridge), Vice President David Dillner (El Dorado) and Ty Lasher (Bel Aire). *Board Members Present Via Phone:* Treasurer Kerry Rozman (Clay Center), Past President Tim Hardy (Elkhart), Janie Cox (Haysville), Carey Steier (Pittsburg), Michael Reagle (Garden City), Keith Schlaegel (Stockton), Michael Webb (Edwardsville) and Greg DuMars (Lindsborg). *Staff Present On Site:* Jess Cornejo (CORnerstone), Kyle Johnston (CORnerstone) and Don Osenbaugh (KMIT Pool Administrator). *Staff Present Via Phone:* Paul Davis (CORnerstone) and Deanna Furman (CORnerstone).

**Members Absent:** None.

**AGENDA:** The sole purpose of the Special Meeting was to discuss the impact on KMIT--finances, etc.--resulting from the recent announcement from the KID of a decrease in state class code rates for 2018.

Osenbaugh introduced and overviewed the subject.

Cornejo presented an analysis (attached) of the possible effects on the KMIT Pool, based on the KMIT (prepared by Milliman) actuarial projections, the newly-updated NCCI mods for each pool member, and the recently-submitted city payroll estimates for 2018. The presented estimated 'risk' amount, thus derived, was **-\$666,270**.

The Board asked a number of questions, and several options were discussed.

Ultimately, the Board decided not to raise the LCM (KMIT's file rate with the State). The motion to keep KMIT's LCM at the current rate of 1.645 was made by Hardy and seconded by Dillner, and approved on a vote of 11-0.

**Adjournment:** Motion to adjourn by Dillner; second by Rozman. Unanimous. Adjourned at approximately 11:50 AM.

  
Don Osenbaugh, Pool Administrator (acting as Trustee-Designated Secretary)

# 2018 KMIT Operating Budget\*

	2015 Actual <sup>[5]</sup>	2016 Budget	2016 Actual <sup>[5]</sup>	2017 Budget	2017 YE Est	2018 Adopted
<b>REVENUES</b>						
Premium Payments <sup>[1][3][4]</sup>	5,260,880	5,070,000	4,829,526	5,052,000	4,800,000	4,900,000
Investment Income	128,600	130,000	160,374	130,000	160,000	165,000
Other	-	-	-	-	-	-
<b>Total Revenues</b>	<b>5,389,480</b>	<b>5,200,000</b>	<b>4,989,900</b>	<b>5,182,000</b>	<b>4,960,000</b>	<b>5,065,000</b>
<b>ADMINISTRATIVE EXPENSES</b>						
<b>Operational</b>						
Meetings and Travel	19,897	20,000	22,598	20,000	23,000	23,000
Commissions to Independent Agents	97,527	92,000	90,158	95,000	100,000	100,000
Directors and Officers (E&O) Insurance/Theft Insurance	15,667	16,000	15,970	17,000	16,000	16,000
Other Marketing, Contingency, Outside Legal Expense, etc.	404	2,000	966	2,000	1,000	1,000
Bank Fees	5,998	8,000	5,433	8,000	6,000	6,000
Office Supplies, Web Services, Misc.	7,329	9,000	8,372	9,000	9,000	9,000
Miscellaneous Expense and Cancellation Expense (rounding)	3,514	6,000	28,450	6,000	28,000	28,000
<b>Operational Sub Total</b>	<b>150,336</b>	<b>153,000</b>	<b>171,947</b>	<b>157,000</b>	<b>183,000</b>	<b>183,000</b>
<b>Contractual</b>						
Pool Administrator Contract (Osenbaugh)	98,560	100,000	99,360	102,000	102,000	105,000
Endorsement/Services Contract (LKM)	70,000	70,000	70,000	70,000	70,000	32,500
Risk Mgt, Administrative, and Claims Mgt Serv's (IMA/CORnerstone)	530,000	550,000	550,000	570,000	570,000	-
Insurance Management Services Contract (CORnerstone/IMA)	-	-	-	-	-	370,000
TPA Services Contract (TRISTAR)	-	-	-	-	-	216,500
Administrative Services Contract (KMU)	-	-	-	-	-	25,000
Payroll Audits (Legacy)	19,923	20,000	19,954	21,000	21,000	21,000
NCCI Membership/Rating Fee and Financial Audit (SS&C)	14,557	27,000	39,105	27,000	40,000	40,000
Actuarial Study (Milliman)	14,500	15,000	15,000	15,000	15,000	15,000
POET Testing (Bardavon)	7,425	10,000	10,513	12,000	13,000	15,000
Bardavon Network	14,651	24,000	27,647	15,000	15,000	15,000
<b>Contractual Sub Total</b>	<b>769,615</b>	<b>816,000</b>	<b>831,579</b>	<b>832,000</b>	<b>846,000</b>	<b>855,000</b>
<b>Regulatory</b>						
State Fees and Assessments (KID and KDOL)	190,117	250,000	200,397	250,000	230,000	230,000
<b>Regulatory Sub Total</b>	<b>190,117</b>	<b>250,000</b>	<b>200,397</b>	<b>250,000</b>	<b>230,000</b>	<b>230,000</b>
<b>Total Administrative Expenses</b>	<b>1,110,068</b>	<b>1,219,000</b>	<b>1,203,923</b>	<b>1,239,000</b>	<b>1,259,000</b>	<b>1,268,000</b>
<b>Excess Insurance Expense</b>	<b>459,126</b>	<b>480,000</b>	<b>451,042</b>	<b>480,000</b>	<b>500,000</b>	<b>504,000</b>
<b>ESTIMATED AVAILABLE FOR CLAIMS</b>	<b>3,820,286</b>	<b>3,501,000</b>	<b>3,334,935</b>	<b>3,463,000</b>	<b>3,201,000</b>	<b>3,293,000</b>
	<b>2015 Actual <sup>[5]</sup></b>	<b>2016 Budget</b>	<b>2016 Actual <sup>[5]</sup></b>	<b>2017 Budget</b>	<b>2017 YE Est</b>	<b>Adopted Proposed</b>
Year-End Cash	13,749,674		14,766,484		15,400,000	
Year-End Net Worth	5,676,332		5,975,000		6,100,000	
<b>Administrative Expenses / Revenue <sup>[2]</sup></b>	<b>20.6%</b>	<b>23.4%</b>	<b>24.1%</b>	<b>23.9%</b>	<b>25.4%</b>	<b>25.0%</b>
Available for Claims / Revenue	70.9%	67.3%	66.8%	66.8%	64.5%	65.0%
Administrative + Excess Insurance / Revenue	29.1%	32.7%	33.2%	33.2%	35.5%	35.0%

<sup>[1]</sup> Final premium is determined via the annual financial audit. FY 2017 will be audited in early 2018, therefore 2017 Est YE is pre-audit.

<sup>[2]</sup> Must not exceed 30% (by state regulation). Excess coverage premium is interpreted by KID NOT to be an administrative expense.

<sup>[3]</sup> Projected audit difference for 2017 premium is estimated at (\$252,000).

<sup>[4]</sup> 2018 premium is estimated, as billed in early December, 2017.

<sup>[5]</sup> Actuals are audited figures (2015 and 2016)

\*approved by the KMIT Board of Trustees, in Haysville on 12/15/17

# **2018 KMIT Trustee Meeting Schedule**

Friday, February 23--Bel Aire

Friday, April 27--Garden City\*

Friday, June 29--McPherson (KMU)\*\*

Friday, August 24--Edwardsville\*\*

Sunday, October 7--Topeka (immediately after annual meeting)

Friday, December 7--Wichita (IMA)

\*Supervisor Seminar in Dodge City on 4/26

\*\*Supervisor Seminar in same city the day before

# KMIT Member History

## February 1, 2018

	City	Date Joined	Date Left	FEIN #	Policy #	Risk ID #
1	Abilene	4/1/96		48-6017973	112ABI	150122619
2	Admire	4/1/06		48-0913740	112ADM	150513707
3	Allen	4/11/00		48-6163606	112ALL	90
4	Altamont	4/1/94		48-6039159	112ALT	150192048
5	Andale	5/1/94		48-6084036	112AND	150238951
6	Andover	4/1/95		48-0768791	112ANO	150210879
7	Arkansas City	4/1/05		48-6005477	112ARK	150112389
8	Arma	4/1/17				
9	Atchison	4/1/94		48-6025033	112ATC	150191076
10	Atlanta	4/1/04		48-0860014	112ATL	90
11	Augusta	1/1/02		48-6035719	112AUG	150135257
12	Baldwin City	4/1/94		48-6033049	112BAL	150110513
13	Basehor	4/1/96		48-0732879	112BAS	150451523
X	Baxter Springs	1/1/94	12/31/13	48-6041584	112BAX	150104211
X	Bel Aire	4/1/96	3/31/06	48-0681283	112BAR	150416388
14	Bel Aire	4/1/09		48-0681283	112BELA	150416388
15	Belleville	4/1/04		48-6020982	112BEL	150135648
16	Belle Plaine	4/1/12		48-9005794	112BPL	150138906
X	Beloit	1/1/95	1/1/97	x	x	x
17	Bennington	4/1/06		48-6018238	112BEN	150450071
18	Benton	4/1/12		48-6092183	112BNT	150511437
19	Beverly	8/9/98		48-0693266	112BEV	90
20	Bird City	1/15/94		48-6013474	112BIR	150209919
X	Bison	1/1/94	5/20/02	48-6011701	112BIS	90
21	Blue Mound	1/1/09		48-0722470	112BLM	150540429
22	Blue Rapids	4/1/05		48-6022978	112BLU	150175658
23	Bonner Springs	1/1/94		48-6033148	112BON	150104378
24	Brewster	4/1/94		48-6013534	112BRE	150450063
X	Caldwell	2/1/02	5/1/09	48-6005893	112CAL	150184045
25	Centralia	4/1/94		48-6025420	112CEN	150210682
26	Chapman	4/1/12		48-6018403	112CHP	150163447
27	Chautauqua	4/1/96		48-0971231	112CHA	90
28	Cheney	1/1/94		48-6002530	112CHE	150145678
29	Cherryvale	2/1/94		48-6043146	112CHR	150113652
30	Clay Center	7/1/04		48-6023059	112CLA	150193192
31	Clearwater	4/1/10		48-6003458	112CLE	150147891
X	Coffeyville	4/1/95	12/31/96	x	x	x
X	Coffeyville	5/1/05	12/31/12	x	x	x
32	Columbus	4/1/02		48-6041810	112COL	150115787
33	Concordia	1/1/96		48-6020606	112CONC	150128153

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KMIT Member History 1Feb18

# KMIT Member History

## February 1, 2018

	City	Date Joined	Date Left	FEIN #	Policy #	Risk ID #
34	Conway Springs	4/1/94		48-6086704	112CON	150183278
X	Cottonwood Falls	4/1/10	12/31/12	x	x	x
35	Council Grove	4/1/94		48-6027477	112COU	150104874
36	Cullison	4/1/01		48-0900828	112CUL	90
37	Damar	3/1/05		48-1050260	112DAM	90
X	Derby	1/1/94	12/31/10	48-6086439	112DER	150105021
38	De Soto	4/1/94		48-6033211	112DES	150130158
X	Dodge City	1/1/94	12/31/08	48-6008416	112DOD	150120810
39	Dodge City	1/1/17				
40	Douglass	4/1/03		48-6035901	112DOU	150233526
41	Eastborough	11/15/04		48-6044356	112EAS	150199174
42	Edgerton	12/11/00		48-0734242	112EDG	150209617
43	Edwardsville	4/1/07		48-0800885	112EDW	150212375
44	El Dorado	4/1/09		48-6035394	112ELD	150105250
45	Elkhart	1/1/94		48-6008998	112ELK	150135451
46	Ellsworth	4/1/06		48-6018554	112ELL	150193281
47	Esbon	4/1/94		48-0683209	112ESB	150456029
48	Eudora	4/1/03		48-6033319	112EUD	150115035
X	Eureka	4/1/05	12/31/14	48-6035982	112EUR	150129389
49	Florence	4/1/06		48-6036169	112FLO	150198291
50	Ford	4/1/01		48-0898163	112FOR	90
51	Fort Scott	1/1/94		48-6036934	112FTS	150149886
52	Fowler	6/8/95		48-6009078	112FOW	150454514
53	Frankfort	4/1/96		48-6023348	112FRA	150195055
54	Fredonia	4/1/03		48-6039525	112FRE	150105722
55	Galena	1/1/94		48-6042035	112GAL	150118077
56	Garden City	1/1/13		48-6009982	112GAR	110104677
57	Girard	4/1/04		48-6042126	112GIR	150129230
58	Glasco	4/1/94		48-6021680	112GLA	150210771
59	Glen Elder	4/1/95		48-6021729	112GLE	150203007
60	Goodland	1/1/94		48-6013884	112GOO	150130603
61	Goessel	4/1/16				
62	Grainfield	7/9/01		48-6075794	112GRA	150520983
63	Grandview Plaza	4/1/04		48-0686913	112GRAN	150304261
64	Great Bend	1/1/02		48-6012082	112GTB	150126231
65	Greeley	3/9/98		48-6101278	112GREE	90
66	Grenola	4/1/94		48-0720550	112GRE	150450160
67	Grinnell	8/14/06		48-0786477	112GRI	150513723
68	Halstead	1/1/94		48-6004032	112HAL	150162629
69	Hamilton	4/1/06		48-6036216	112HAM	150457688

2/15/2018

KMIT Member History 1Feb18



# KMIT Member History

## February 1, 2018

	City	Date Joined	Date Left	FEIN #	Policy #	Risk ID #
70	Harper	4/4/17				
71	Hartford	4/1/06		48-6027764	112HAR	150081319
72	Haven	4/1/17				
X	Hays***	7/1/01	3/31/12	48-6011465	112HAY	150114233
73	Hays	4/1/13		48-6011465	112HAY	150114233
74	Haysville	4/1/01		48-6085168	112HYV	150106168
75	Herington	4/1/14		48-6018847	112HER	150193435
X	Hesston	4/1/03	6/30/08	48-6004090	112HES	150140129
76	Hiawatha	6/4/95		48-6025665	112HIA	150130166
77	Hill City	4/1/95		48-6014092	112HLC	150117631
78	Hillsboro	4/1/95		48-6036239	112HIL	150139260
79	Hoisington	1/1/94		48-6012386	112HOI	150125189
X	Holcomb	4/1/94	3/31/09	48-0765376	112HOL	150261767
80	Horton	4/1/02		48-6025865	112HOR	150123038
X	Hoxie	4/1/94	4/1/07	48-6014174	112HOX	150162033
81	Independence	3/1/94		48-6042582	112IND	150100615
82	Jetmore	4/1/94		48-6009224	112JET	150163099
83	Johnson City	4/1/94		48-6009285	112JOH	150190142
84	Kingman	4/1/95		48-6004147	112KIG	150128722
85	Kinsley	1/1/94		48-6007346	112KIN	150113253
86	Lake Quivira	12/1/14				
87	Larned	4/1/08		48-6007537	112LAR	150107008
88	La Cygne	4/1/09		48-6037640	112LAC	150177375
89	League	4/1/94		48-6029280	112LEA	150455243
90	Lecompton	4/1/07		48-6077082	112LEC	150081300
91	Lenora	4/1/97		48-6014313	112LEN	150511410
92	Leoti	4/1/02		48-6010592	112LEO	150109590
93	Lincoln Center	9/3/02		48-6019533	112LIN	150139902
X	Lindsborg	1/1/96	1/1/99	x	x	x
94	Lindsborg	4/1/12		48-6019638	112LBG	150182727
95	Logan	4/1/13		48-6014365	112LOG	150167698
96	Lucas	6/1/94		48-6012593	112LUC	150203198
97	Madison	4/1/17				
98	Maize	6/25/94		48-6100751	112MAI	150252296
X	Marion	1/1/94	12/31/97	x	x	x
99	Marion	4/1/15				
100	Marysville	10/1/94		48-6022693	112MYV	150130654
101	McFarland	4/1/94		48-0821585	112MCF	150450128
X	Meade	4/1/05	3/31/07	48-6009560	112MEA	150112834
102	Medicine Lodge	4/11/95		48-6007792	112MED	150111633

# KMIT Member History

## February 1, 2018

	City	Date Joined	Date Left	FEIN #	Policy #	Risk ID #
103	Melvern	4/1/96		48-0674502	112MEL	90
104	Minneapolis	1/1/94		48-6020121	112MIN	150135672
X	Mission	12/31/95	12/31/08	48-6077068	112MIS	150143012
105	Moline	4/1/94		48-6044011	112MOL	150274079
106	Montezuma	4/1/94		48-6009662	112MON	150195063
107	Mound City	4/1/96		48-6037776	112MOU	150228336
108	Moundridge	4/1/12		48-6020221	112MDR	150132339
109	Neodesha	4/1/98		48-6040117	112NEO	150107911
110	Neosho Rapids	4/1/06		48-0688169	112NEOS	150513731
111	Newton	1/1/94		48-6004391	112NEW	150107962
112	North Newton	4/1/13		48-0697939	112NNE	150290406
113	Oakley	4/1/13		48-6010757	112OAK	150119278
114	Oberlin	1/15/94		48-6014612	112OBE	150143578
115	Ogden	4/1/01		48-6087307	112OGD	150164583
116	Olpe	4/1/94		48-0721174	112OLP	150450039
117	Osage City	4/1/94		48-6030647	112OSG	150139600
118	Osawatomie	4/1/08		48-6037846	112OAS	150108152
119	Oskaloosa	4/1/94		48-6034904	112OSK	150201276
120	Oswego	4/1/95		48-6040259	112OSW	150108179
X	Ozawkie	12/19/95	12/31/10	48-0775977	112OZA	90
121	Palco	4/1/04		48-6038302	112PAL	150499348
122	Paola	4/1/94		48-6038302	112PAO	150108225
X	Park City	4/1/94	12/31/14	48-0926950	112PKC	150227615
123	Parsons	4/1/05		48-6040414	112PAR	150108276
124	Peabody	4/1/01		48-6036613	112PEA	150193966
125	Pittsburg	1/1/14		48-6041003	112PIT	
126	Princeton	4/1/94		48-0694673	112PRI	150455251
127	Ramona	4/1/06		48-0900816	112RAM	150513758
128	Ransom	1/1/95		48-0684523	112RAN	150465214
129	Reading	4/1/06		48-6028036	112REA	150513693
130	Roeland Park	1/1/01		48-6077029	112ROE	150103606
131	Rose Hill	4/1/94		48-0782378	112ROS	150270774
132	Rozel	2/1/18				
133	Russell	1/1/94		48-6012826	112RUS	150108837
134	Satanta	4/1/02		48-6009763	112SAT	150219299
135	Scranton	4/1/12		48-6030833	112SCR	150246814
136	Sedan	7/1/94		48-6044099	112SDN	150139791
137	Sedgwick	4/1/94		48-6004733	112SED	150157072
138	Sharon Springs	4/1/06		48-6011085	112SHA	150122007
139	Smith Center	4/1/13		48-6022532	112SMC	150137233

2/15/2018

KMIT Member History 1Feb18

# KMIT Member History

## February 1, 2018

	City	Date Joined	Date Left	FEIN #	Policy #	Risk ID #
140	Spearville	5/8/00		48-6009800	112SPE	150308534
141	Spring Hill	4/1/01		48-6035103	112SPR	150186250
142	Stafford	3/31/03		48-6008209	112STA	150126045
143	St. Francis	4/1/05		48-6015044	112STF	150137217
144	St. John	4/16/16				
X	St. Marys**	1/1/94	12/31/96	x	x	x
145	Sterling	4/1/15				
146	Stockton	4/1/02		48-6015193	112STO	150180228
147	Sylvan Grove	4/1/12			112SYL	
148	Tampa	4/1/06		48-0963951	112TAM	150513715
149	Tescott	4/1/95		48-0691795	112TES	150478828
150	Tipton	7/27/01		48-6022632	112TIP	90
151	Tonganoxie	4/1/97		48-6035159	112TON	150173922
X	Treece*	7/13/98	8/1/11	48-6042419	112TRE	90
152	Turon	9/10/95		48-6017057	112TUR	150458250
153	Ulysses	3/31/95		48-6009871	112ULY	150124018
154	Valley Center	4/15/94		48-6004786	112VAL	150143896
X	Valley Falls	5/1/13	4/1/15	48-6035234	112VAF	150184207
155	WaKeeney	4/1/03		48-6011299	112WKE	150182646
156	Wakefield	1/1/95		48-6024605	112WAK	150314984
157	Walton	4/1/94		48-0722471	112WAL	150457610
158	Wamego	1/1/94		48-6024658	112WAM	150120470
159	Wellington	4/1/95		48-6006451	112WEL	150124220
160	Wellsville	3/31/01		48-6038732	112WLV	150215462
161	Westwood	7/1/12		48-6084600	112WES	150145880

X=no longer a member

\* no longer a city (un-incorporated in 2011)

\*\*not a current League member

\*\*\*not in LKM for 15 months

# KMIT Member List

## February 1, 2018

	Member City	Population [1]	Date Joined	FTE [2]
1	Abilene	6,590	4/1/96	63.0
2	Admire	154	4/1/06	2.0
3	Allen	175	4/11/00	1.0
4	Altamont	1,049	4/1/94	12.0
5	Andale	981	5/1/94	4.0
6	Andover	12,509	4/1/95	72.0
7	Arkansas City	12,205	4/1/05	144.0
8	Arma	1,464	4/1/17	12.0 <i>est</i>
9	Atchison	10,771	4/1/94	109.0
10	Atlanta	194	4/1/04	1.0
11	Augusta	9,242	1/1/02	110.0
12	Baldwin City	4,585	4/1/94	40.0
13	Basehor	5,119	4/1/96	22.0
14	Bel Aire	7,284	4/1/09	60.0
15	Belle Plaine	1,627	4/1/12	10.0
16	Belleville	1,917	4/1/04	28.0
17	Bennington	665	4/1/06	2.0
18	Benton	872	4/1/12	6.0
19	Beverly	159	8/9/98	1.0
20	Bird City	439	1/15/94	3.0
21	Blue Mound	275	1/1/09	2.0
22	Blue Rapids	997	4/1/05	5.0
23	Bonner Springs	7,553	1/1/94	81.0
24	Brewster	304	4/1/94	1.0
25	Centralia	508	4/1/94	3.0
26	Chapman	1,417	4/1/12	13.0
27	Chautauqua	106	4/1/96	1.0
28	Cheney	2,153	1/1/94	18.0
29	Cherryvale	2,283	2/1/94	21.0
30	Clay Center	4,177	7/1/04	40.0
31	Clearwater	2,531	4/1/10	7.0
32	Columbus	3,186	4/1/02	34.0
33	Concordia	5,311	1/1/96	60.0
34	Conway Springs	1,239	4/1/94	8.0
35	Council Grove	2,106	4/1/94	26.0

# KMIT Member List

## February 1, 2018

36	<b>Cullison</b>	104	4/1/01	3.0	
37	<b>Damar</b>	132	3/1/05	1.0	
38	<b>De Soto</b>	6,038	4/1/94	30.0	
39	<b>Dodge Ctiy</b>	28,117	1/1/17	225.0	<i>est</i>
40	<b>Douglass</b>	1,692	4/1/03	7.0	
41	<b>Eastborough</b>	769	11/15/04	7.0	
42	<b>Edgerton</b>	1,703	12/11/00	9.0	
43	<b>Edwardsville</b>	4,380	4/1/07	41.5	
44	<b>El Dorado</b>	12,879	4/1/09	133.0	
45	<b>Elkhart</b>	2,113	1/1/94	13.0	
46	<b>Ellsworth</b>	3,076	4/1/06	24.0	
47	<b>Esbon</b>	98	4/1/94	3.0	
48	<b>Eudora</b>	6,303	4/1/03	39.0	
49	<b>Florence</b>	444	4/1/06	4.0	
50	<b>Ford</b>	220	4/1/01	2.0	
51	<b>Fort Scott</b>	7,874	1/1/94	82.0	
52	<b>Fowler</b>	560	6/8/95	2.0	
53	<b>Frankfort</b>	711	4/1/96	4.0	
54	<b>Fredonia</b>	2,372	4/1/03	35.0	
55	<b>Galena</b>	2,966	1/1/94	39.0	
56	<b>Garden City</b>	27,004	1/1/13	306.0	
57	<b>Girard</b>	2,773	1/1/04	35.0	
58	<b>Glasco</b>	487	4/1/94	3.0	
59	<b>Glen Elder</b>	435	4/1/95	4.0	
60	<b>Goodland</b>	4,554	1/1/94	57.0	
61	<b>Goessel</b>	514	4/1/16	7.5	
62	<b>Grainfield</b>	275	7/9/01	1.0	
63	<b>Grandview Plaza</b>	1,670	4/1/04	10.0	
64	<b>Great Bend</b>	15,840	1/1/02	150.0	
65	<b>Greeley</b>	296	3/9/98	2.0	
66	<b>Grenola</b>	203	4/1/94	1.0	
67	<b>Grinnell</b>	258	8/14/06	1.5	
68	<b>Halstead</b>	2,084	1/1/94	22.0	
69	<b>Hamilton</b>	255	4/1/06	2.5	
70	<b>Harper</b>	1,398	4/1/17	15.0	<i>est</i>
71	<b>Hartford</b>	367	4/1/06	3.0	



# KMIT Member List

## February 1, 2018

72	<b>Haven</b>	1,225	4/1/17	12.0	<i>est</i>
73	<b>Hays</b>	21,044	4/1/13	181.0	
74	<b>Haysville</b>	11,112	4/1/01	76.0	
75	<b>Herington</b>	2,413	4/1/14	37.5	
76	<b>Hiawatha</b>	3,108	6/4/95	26.0	
77	<b>Hill City</b>	1,454	4/1/95	17.0	
78	<b>Hillsboro</b>	2,893	4/1/95	26.0	
79	<b>Hoisington</b>	2,664	1/1/94	40.0	
80	<b>Horton</b>	1,732	4/1/02	25.0	
81	<b>Independence</b>	9,162	3/1/94	144.0	
82	<b>Jetmore</b>	864	4/1/94	6.0	
83	<b>Johnson City</b>	1,413	4/1/94	14.0	
84	<b>Kingman</b>	3,094	4/1/95	37.0	
85	<b>Kinsley</b>	1,451	1/1/94	11.0	
86	<b>La Cygne</b>	1,116	4/1/09	9.0	
87	<b>Lake Quivira</b>	934	12/1/14	10.0	<i>est</i>
88	<b>Larned</b>	4,023	4/1/08	56.0	
89	<b>LKM</b>	NA	4/1/94	15.0	
90	<b>Lecompton</b>	637	4/1/07	2.0	
91	<b>Lenora</b>	240	4/1/97	2.0	
92	<b>Leoti</b>	1,496	4/1/02	8.0	
93	<b>Lincoln Center</b>	1,266	9/3/02	12.0	
94	<b>Lindsborg</b>	3,438	4/1/12	31.0	
95	<b>Logan</b>	569	4/1/13	4.0	
96	<b>Lucas</b>	393	6/1/94	4.0	
97	<b>Madison</b>	661	4/1/17	5.0	<i>est</i>
98	<b>Maize</b>	4,073	6/25/94	19.0	
99	<b>Marion</b>	1,861	4/1/15	32.0	
100	<b>Marysville</b>	3,295	10/1/94	36.0	
101	<b>McFarland</b>	257	4/1/94	1.0	
102	<b>Medicine Lodge</b>	2,021	4/11/95	19.0	
103	<b>Melvern</b>	369	4/1/96	2.0	
104	<b>Minneapolis</b>	2,029	1/1/94	25.0	
105	<b>Moline</b>	344	4/1/94	3.0	
106	<b>Montezuma</b>	979	4/1/94	6.0	
107	<b>Mound City</b>	682	4/1/96	5.0	

# KMIT Member List

## February 1, 2018

108	<b>Moundridge</b>	1,726	4/1/12	17.0
109	<b>Neodesha</b>	2,400	4/1/98	49.0
110	<b>Neosho Rapids</b>	262	4/1/06	2.5
111	<b>Newton</b>	19,120	1/1/94	176.0
112	<b>North Newton</b>	1,788	4/1/13	5.0
113	<b>Oakley</b>	2,075	4/1/13	27.5
114	<b>Oberlin</b>	1,749	1/15/94	15.0
115	<b>Ogden</b>	2,138	4/1/01	8.0
116	<b>Olpe</b>	537	4/1/94	2.0
117	<b>Osage City</b>	2,862	4/1/94	35.0
118	<b>Osawatomie</b>	4,357	4/1/08	75.0
119	<b>Oskaloosa</b>	1,086	4/1/94	5.0
120	<b>Oswego</b>	1,781	4/1/95	21.0
121	<b>Palco</b>	282	4/1/04	2.5
122	<b>Paola</b>	5,593	4/1/94	60.0
123	<b>Parsons</b>	10,174	4/1/05	133.0
124	<b>Peabody</b>	1,156	4/1/01	9.0
125	<b>Pittsburg</b>	20,394	1/1/14	250.0
126	<b>Princeton</b>	267	4/1/94	5.5
127	<b>Ramona</b>	181	4/1/06	1.0
128	<b>Ransom</b>	289	1/1/95	2.0
129	<b>Reading</b>	228	4/1/06	2.0
130	<b>Roeland Park</b>	6,840	12/31/00	31.0
131	<b>Rose Hill</b>	3,960	4/1/94	23.0
132	<b>Rozel</b>	152	2/1/18	4.0
133	<b>Russell</b>	4,484	1/1/94	75.0
134	<b>Satanta</b>	1,117	4/1/02	4.0
135	<b>Scranton</b>	693	4/1/12	6.0
136	<b>Sedan</b>	1,065	7/1/94	11.0
137	<b>Sedgwick</b>	1,701	4/1/94	9.0
138	<b>Sharon Springs</b>	756	4/1/06	8.5
139	<b>Smith Center</b>	1,641	4/1/13	21.5
140	<b>Spearville</b>	806	5/8/00	4.0
141	<b>Spring Hill</b>	5,896	4/1/01	35.0
142	<b>St. Francis</b>	1,312	4/1/05	20.0
143	<b>St. John</b>	1,244	4/1/16	15.5

# KMIT Member List

## February 1, 2018

144	<b>Stafford</b>	1,002	4/1/03	14.0
145	<b>Sterling</b>	2,303	4/1/15	16.5
146	<b>Stockton</b>	1,315	4/1/02	50.0
147	<b>Sylvan Grove</b>	268	4/1/12	2.0
148	<b>Tampa</b>	108	4/1/06	1.0
149	<b>Tescott</b>	318	4/1/95	2.0
150	<b>Tipton</b>	207	7/27/01	2.0
151	<b>Tonganoxie</b>	5,192	4/1/97	28.0
152	<b>Turon</b>	378	9/10/95	2.0
153	<b>Ulysses</b>	6,160	3/31/95	40.0
154	<b>Valley Center</b>	7,057	4/15/94	45.0
155	<b>WaKeeney</b>	1,797	4/1/03	20.0
156	<b>Wakefield</b>	967	1/1/95	3.0
157	<b>Walton</b>	239	4/1/94	2.0
158	<b>Wamego</b>	4,578	1/1/94	40.0
159	<b>Wellington</b>	7,942	4/1/95	123.0
160	<b>Wellsville</b>	1,822	3/31/01	10.0
161	<b>Westwood</b>	1,534	7/1/12	13.0
<b>Total</b>		<b>502,722</b>		<b>4,889</b>
<b>Small</b>		<b>98</b>		<b>1</b>
<b>Large</b>		<b>28,117</b>		<b>306</b>
<b>Median</b>		<b>1,515</b>		<b>12</b>
<b>Avg</b>		<b>3,142</b>		<b>30</b>
		<b>City Pop.</b>		<b>FTE</b>
<b>Member City</b>				
		<b>Largest to Smallest</b>		
1	<b>Dodge City</b>	28,117		
2	<b>Garden City</b>	27,004		
3	<b>Hays</b>	21,044		
4	<b>Pittsburg</b>	20,394		
5	<b>Newton</b>	19,120		
6	<b>Great Bend</b>	15,840		
7	<b>El Dorado</b>	12,879		

# KMIT Member List

## February 1, 2018

8	Andover	12,509
9	Arkansas City	12,205
10	Haysville	11,112
11	Atchison	10,771
12	Parsons	10,174
13	Augusta	9,242
14	Independence	9,162
15	Wellington	7,942
16	Fort Scott	7,874
17	Bonner Springs	7,553
18	Bel Aire	7,284
19	Valley Center	7,057
20	Roeland Park	6,840
21	Abilene	6,590
22	Eudora	6,303
23	Ulysses	6,160
24	De Soto	6,038
25	Spring Hill	5,896
26	Paola	5,593
27	Concordia	5,311
28	Tonganoxie	5,192
29	Basehor	5,119
30	Baldwin City	4,585
31	Wamego	4,578
32	Goodland	4,554
33	Russell	4,484
34	Edwardsville	4,380
35	Osawatomie	4,357
36	Clay Center	4,177
37	Maize	4,073
38	Larned	4,023
39	Rose Hill	3,960
40	Lindsborg	3,438
41	Marysville	3,295
42	Columbus	3,186
43	Hiawatha	3,108
44	Kingman	3,094
45	Ellsworth	3,076
46	Galena	2,966
47	Hillsboro	2,893
48	Osage City	2,862
49	Girard	2,773

# KMIT Member List

## February 1, 2018

50	Hoisington	2,664
51	Clearwater	2,531
52	Herington	2,413
53	Neodesha	2,400
54	Fredonia	2,372
55	Sterling	2,303
56	Cherryvale	2,283
57	Cheney	2,153
58	Ogden	2,138
59	Elkhart	2,113
60	Council Grove	2,106
61	Halstead	2,084
62	Oakley	2,075
63	Minneapolis	2,029
64	Medicine Lodge	2,021
65	Belleville	1,917
66	Marion	1,861
67	Wellsville	1,822
68	WaKeeney	1,797
69	North Newton	1,788
70	Oswego	1,781
71	Oberlin	1,749
72	Horton	1,732
73	Moundridge	1,726
74	Edgerton	1,703
75	Sedgwick	1,701
76	Douglass	1,692
77	Grandview Plaza	1,670
78	Smith Center	1,641
79	Belle Plaine	1,627
80	Westwood	1,534
81	Leoti	1,496
82	Arma	1,464
83	Hill City	1,454
84	Kinsley	1,451
85	Chapman	1,417
86	Johnson City	1,413
87	Harper	1,398
88	Stockton	1,315
89	St. Francis	1,312
90	Lincoln Center	1,266
91	St. John	1,244



# KMIT Member List

## February 1, 2018

92	Conway Springs	1,239
93	Haven	1,212
94	Peabody	1,156
95	Satanta	1,117
96	La Cygne	1,116
97	Oskaloosa	1,086
98	Sedan	1,065
99	Altamont	1,049
100	Stafford	1,002
101	Blue Rapids	997
102	Andale	981
103	Montezuma	979
104	Wakefield	967
105	Lake Quivira	934
106	Benton	872
107	Jetmore	864
108	Spearville	806
109	Eastborough	769
110	Sharon Springs	756
111	Frankfort	711
112	Scranton	693
113	Mound City	682
114	Bennington	665
115	Madison	661
116	Lecompton	637
117	Logan	569
118	Fowler	560
119	Olpe	537
120	Goessel	514
121	Centralia	508
122	Glasco	487
123	Florence	444
124	Bird City	439
125	Glen Elder	435
126	Lucas	393
127	Turon	378
128	Melvern	369
129	Hartford	367
130	Moline	344
131	Tescott	318
132	Brewster	304
133	Greeley	296

# KMIT Member List

## February 1, 2018

134	Ransom	289
135	Palco	282
136	Grainfield	275
137	Blue Mound	275
138	Sylvan Grove	268
139	Princeton	267
140	Neosho Rapids	262
141	Grinnell	258
142	McFarland	257
143	Hamilton	255
144	Lenora	240
145	Walton	239
146	Reading	228
147	Ford	220
148	Tipton	207
149	Grenola	203
150	Atlanta	194
151	Ramona	181
152	Allen	175
153	Beverly	159
154	Admire	154
155	Rozel	152
156	Damar	132
157	Tampa	108
158	Chautauqua	106
159	Cullison	104
160	Esbon	98
Current Board Member		
Past Board Member		

# KMIT Trustee Terms, 2001 - Present

pos	Name	City	Title	Appointed	Elect 1	Elect 2	Elect 3	Elect 4	term limit date	End Date
1	Gary Meagher	Lindsborg	City Administrator	Jun-98						Aug-98
1	Ron Pickman	Goodland	City Manager	N/A	Oct-98	Oct-00	Oct-02			Oct-04
1	Cheryl Beatty [3]	Eudora	City Manager	N/A	Oct-04	Oct-06	Oct-08			Apr-09
1	Herb Llewellyn	El Dorado	City Manager	Jun-09	Oct-09 <sup>1</sup>	Oct-10	Oct-12			Oct-14
1	<b>David Dillner</b>	<b>El Dorado<sup>5</sup></b>	<b>City Manager</b>	<b>N/A</b>	<b>Oct-14</b>	<b>Oct-16</b>	<b>Oct-18</b>		Oct-20	
2	Nancy Calkins	Ft. Scott	City Clerk	N/A	Oct-00					May-01
2	Keith DeHaven	Sedgwick	Mayor	Jun-01	Oct-01	Oct-03	Oct-05			Jun-07
2	Sasha Stiles	Andover	City Administrator	N/A	Oct-07	Oct-09	Oct-11			Oct-13
2	Kathy Axelson	Rose Hill	City Administrator	N/A	Oct-13					Mar-14
2	<b>Randy Frazer</b>	<b>Moundridge</b>	<b>City Adm/City Clerk</b>	<b>May-14</b>	<b>Oct-14<sup>1</sup></b>	<b>Oct-17</b>	<b>Oct-16</b>	<b>Oct-19</b>	Oct-21	
3	Cherise Tieben	Dodge City	HR Director	Jun-99	Oct-00					Oct-01
3	Larry Kenton	Dodge City	Risk Mgr	Oct-01 <sup>2</sup>	Oct-01 <sup>2</sup>					Apr-02
3	Howard Partington	Great Bend	City Administrator	Apr-02	Oct-02	Oct-04	Oct-06			Oct-08
3	Jane Longmeyer	Dodge City	HR Officer	N/A	Oct-08					Dec-08
3	Daron Hall	Ulysses	City Administrator	Jun-09	Oct-09 <sup>1</sup>	Oct-10				Mar-12
3	<b>Tim Hardy</b>	<b>Elkhart</b>	<b>City Administrator</b>	<b>Jun-12</b>	<b>Oct-12</b>	<b>Oct-14</b>	<b>Oct-16</b>		Oct-18	
4	Mark Arbuthnot	Abilene	City Manager	?	?					Oct-01
4	Carol Eddington	Oswego	Deputy City Clerk	N/A	Oct-01	Oct-03	Oct-05			Oct-07
4	Bobby Busch	Neodesha	City Clerk	N/A	Oct-07	Oct-09	Oct-11			Oct-13
4	Tim Vandall	Elsworth	City Administrator	N/A	Oct-13					May-15
4	<b>Janie Cox</b>	<b>Haysville</b>	<b>City Clerk</b>	<b>N/A</b>	<b>Oct-15</b>	<b>Oct-17</b>	<b>Oct-19</b>		Oct-21	
5	Paul Sasse	Independence	City Manager	?	?					Oct-01
5	Cheryl Lanoue	Concordia	City Clerk	N/A	Oct-01	Oct-03	Oct-05			Aug-06
5	Sharon Brown	Clay Center	Mayor	N/A	Oct-06 <sup>1</sup>	Oct-07	Oct-09			Apr-11
5	Debbie Price	Marysville	City Clerk	Apr-10	Oct-11	Oct-13	Oct-15			Oct-17
5	<b>Greg DuMars</b>	<b>Lindsborg</b>	<b>City Administrator</b>	<b>N/A</b>	<b>Oct-17</b>	<b>Oct-19</b>	<b>Oct-21</b>		Oct-23	
6	Jane Henry	Derby	Environ/Safety Dir	N/A	Oct-96	Oct-98				May-00
6	Shawne Boyd	Derby	HR Coord	?-00	Oct-00					Oct-02
6	David Alfaro	Augusta	Assist. City Mgr.	N/A	Oct-02	Oct-04				Apr-06
6	Steve Archer	Arkansas City	City Manager	Apr-06	Oct-06	Oct-08	Oct-10			Dec-10
6	Debra Mootz	Roeland Park	City Clerk/DOF	Dec-10	Oct-11 <sup>1</sup>	Oct-12				Aug-14
6	Nathan McCommon	Tonganoxie	City Manager	N/A	Oct-14					Oct-16
6	<b>Mike Webb</b>	<b>Edwardsville</b>	<b>City Manager</b>	<b>N/A</b>	<b>Oct-16</b>	<b>Oct-18</b>	<b>Oct-20</b>		Oct-22	
7	Max Mize	Kingman	Mayor	N/A	Oct-96	Oct-98	Oct-00			Apr-01
7	Gary Hobbie	Russell	City Manager	Jun-01	Oct-01 <sup>1</sup>	Oct-02	Oct-04	Oct-06		Oct-07
7	Larry Paine	Hillsboro	City Administrator	N/A	Oct-07 <sup>1</sup>	Oct-08	Oct-10	Oct-12		Oct-14
7	<b>Kerry Rozman</b>	<b>Clay Center</b>	<b>City Clerk</b>	<b>N/A</b>	<b>Oct-14</b>	<b>Oct-16</b>	<b>Oct-18</b>		Oct-20	
8	Ted Stolfus	Bonner Spgs	Mayor	May-97	Oct-99					Apr-01
8	Nancy Calkins	Mission	City Clerk	Jun-01	Oct-01 <sup>4</sup>	Oct-02				Oct-04
8	Ty Lasher	Cheney	City Administrator	N/A	Oct-04	Oct-06				Jun-07
8	Toby Dougherty	Hays	City Manager	Jun-07	Oct-07 <sup>1</sup>	Oct-08	Oct-10			Oct-11
8	<b>Keith Schlaegel</b>	<b>Stockton</b>	<b>City Manager</b>	<b>N/A</b>	<b>Oct-11<sup>1</sup></b>	<b>Oct-12</b>	<b>Oct-14</b>	<b>Oct-16</b>	Oct-18	
9	Carl Myers	Wellington	City Manager	Jul-97	Oct-97	Oct-99				Oct-01
9	Rhonda Schuetz	Hiawatha	City Clerk	N/A	Oct-01	Oct-03				Sep-04
9	Lana McPherson	De Soto	City Clerk	N/A	Oct-04 <sup>1</sup>	Oct-05	Oct-07	Oct-09		Oct-11
9	Clausie Smith	Bonner Spgs	Mayor	N/A	Oct-11					Apr-13
9	Fred Gress	Parsons	City Manager	Apr-13	Oct-13					Aug-14
9	<b>Ty Lasher</b>	<b>Bel Aire</b>	<b>City Manager</b>	<b>N/A</b>	<b>Oct-14<sup>1</sup></b>	<b>Oct-15</b>	<b>Oct-17</b>	<b>Oct-19</b>	Oct-21	
10	Tim Richards	Newton	Commissioner	Jul-97	Oct-97					Apr-99
10	Willis Heck	Newton	Mayor	May-99	Oct-99	Oct-01				Oct-03
10	Linda Jones	Osage City	City Clerk	N/A	Oct-03	Oct-05	Oct-07			Oct-09
10	Doug Gerber	Goodland	City Manager	Oct-09	Oct-11	Oct-13				Apr-14
10	Megan Fry	Pittsburg	HR Director	Mar-14	Oct-14 <sup>1</sup>					Jan-15
10	Jay Byers	Pittsburg	Assist. City Mgr.	Mar-15	Oct-15					Mar-16
10	<b>Carey Simons</b>	<b>Pittsburg</b>	<b>HR Benefits Mgr.</b>	<b>Mar-16</b>	<b>Oct-17</b>	<b>Oct-17</b>	<b>Oct-19</b>		Oct-21	
11	Jim Beadle	De Soto	Mayor	Jan-94	?					Jan-97
11	Kelly DeMeritt	Atchison	Assist. City Mgr	May-97	Oct-97	Oct-99	Oct-01			Oct-03
11	Bill Powers	Ulysses	City Administrator	N/A	Oct-03					Jan-04
11	Bud Newberry [2]	Derby	City Planner	Jan-04	Oct-04	Oct-05	Oct-07			Oct-09
11	Mac Manning	Peabody	City Adm/Clerk	Oct-09	Oct-11					Dec-12
11	Michelle Stegman	Garden City	HR Director	Jan-13	Oct-13					Apr-15
11	<b>Michael Reagel</b>	<b>Garden City</b>	<b>Police Captain</b>	<b>May-15</b>	<b>Oct-15</b>	<b>Oct-17</b>			Oct-19	

<sup>1</sup> One-year term

<sup>2</sup> Appointed to Board while at Elkhart; moved on to Ulysses in June '04; moved on to Derby in Dec '07

<sup>3</sup> First elected to the Board while in Kingman; moved on to Eudora in July '05

<sup>4</sup> First elected to the Board while in Ft. Scott; moved on to Mission in ?

## Don Osenbaugh

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**From:** Kate Cooley [kcooley@lkm.org]  
**Sent:** Friday, December 15, 2017 11:23 AM  
**To:** Don Osenbaugh  
**Cc:** Kyle.johnston@corisksol.com  
**Subject:** 2018 KMIT Agreement Benefits

Good morning, Don –

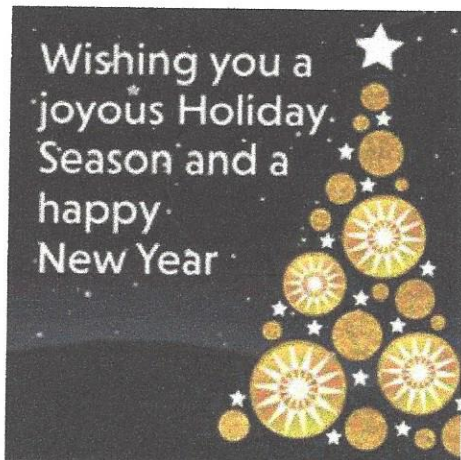
With 2018 quickly approaching, I thought I'd reach out to firm up the details as shown in Exhibit "A" in the League/KMIT Agreement. I have a high-resolution KMIT logo on file, and the full-page ad for the Kansas Government Journal and the Directory. If at any time you'd like to send updated ads, I just let me know.

I think the only thing I'm missing from the list of benefits would be the professional services advertisement in the back of the Kansas Government Journal. This is the business card size ad – let me know if you have something to send to fulfill that item. KMIT also has opportunities to submit articles for the KGJ, or hold a webinar – let me know what works for you, and we can coordinate efforts as we look ahead to 2018.

Let me know what questions you have.

Thanks!

Kate Cooley  
Conference/Marketing Coordinator  
League of Kansas Municipalities  
300 SW 8th Ave Suite 100  
Topeka KS 66603  
785.354.9565





## Don Osenbaugh

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**From:** Mike O'Neal [mike.oneal@onealconsulting.org]  
**Sent:** Wednesday, December 27, 2017 2:09 PM  
**To:** Mike O'Neal  
**Cc:** Cindy Luxem; Don Osenbaugh; Don McNeely; Dorothy Pope; Doug Hamilton; Reasoner, Ed; jimparrish@kwrcc.com; Kevin McFarland; lance.cowell@yahoo.com; tcox@krha.org; Kayron Ronni Anderson; Paul Davis; Jeff Siler; lcowell@cisinsurancesolutions.com; John Crowley  
**Subject:** Re: Fee Sweep case

### Work Comp Fund fee sweep participants

Happy Holidays! By way of a year-end report, this is to advise that I have met with representatives of the Insurance Department following their offer of approximately \$.50 on the dollar refund of FY '10 assessments. I walked them through earlier correspondence I had with the previous administration and also walked them through their public report of fund assessment history for the relevant years. The Department has consistently carried more than sufficient ending balances to pay claims and expenses, and in my opinion, an excessive amount of balances. I argued that paying our 12 funds back for FY '10, '11 and '12 would not remotely jeopardize fund balances and, accordingly, my counteroffer was to demand refund of 100% of the assessments for those three years. To my knowledge, you 12 were the only entities who paid "under protest" for those years.

In the meantime, I have not heard back officially from all players as to my authority to continue representing them and I have not heard back from all with regard to the amounts of assessments for those years. I would rather not rely on the Insurance Department's representations as to the assessments paid those years as they have already been in error on some information they have given me. It's not intentional I'm sure, but turnover since those years is approaching 100% and there has been some confusion. I won't hear anything back until after the first of the year, so there is no particular hurry, but if you haven't responded, please put this on your list of New Year's Resolutions please! Thx. Best wishes for a prosperous 2018!

Mike O'Neal  
Attorney at Law  
O'Neal Consulting, LLC  
[mike.oneal@onealconsulting.org](mailto:mike.oneal@onealconsulting.org)

> On Nov 21, 2017, at 4:08 PM, Mike O'Neal <[mike.oneal@onealconsulting.org](mailto:mike.oneal@onealconsulting.org)> wrote:

>

> Work Comp Fund fee sweep participants

>

> I am having an issue with the attorney in charge of the assessment refunds at the Kansas Insurance Dept. She has recently sent me a spreadsheet showing reimbursements representing something less than 50 cents on the dollar for the FY '10 assessment. She is using a formula to figure refunds. I have let her know that we are expecting 100% refunds and even have issues with assessments in FY '11 and '12. Here's my question. You all are paid up for representation through the settlement approval. Are you all ok with me handling this assessment refund issue with the Insurance Department? I don't feel comfortable assuming I have that authority presently. I have incurred time and it appears I will continue to incur time depending on how far you wish to pursue this. I would propose the same arrangement as before (% based on level of assessment) with the exception that some of the parties (Bankers, supervised lenders and Realtors are now out). Should I schedule a conference call to discuss? I know the assessment amounts weren't the prime objective but now that we have succeeded in



getting the money returned to KID it seems that at the least you should get 100% of the FY '10 assessment refunded. I'm willing to pursue this for any or all. Let me know.

>

> I'd send you her spreadsheet except it used the wrong assessment year so it would only confuse. Like I said, she proposes just short of a 50% refund for FY '10.

>

> Happy Thanksgiving, in case I don't hear from you before the Holiday.

>

>

> Mike ONeal

> Attorney at Law

> O'Neal Consulting, LLC

> [mike.oneal@onealconsulting.org](mailto:mike.oneal@onealconsulting.org)

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Mike ONeal

[mike.oneal@onealconsulting.org](mailto:mike.oneal@onealconsulting.org)