



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 1470

RFP TITLE: WORKERS COMPENSATION INSURANCE

DATE DUE: SEPTEMBER 10, 2013

DUE NO LATER THAN: 10:00 A.M.

Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 10:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

RFPs received later than the date and time above will not be considered.

Please return **ORIGINAL AND THREE (3) COPIES** RFP in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520.**

For additional information or to request addendum contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@co.cameron.tx.us To ask specific / technical questions on project requirements, please call: Kenneth Wethe at (214) 350-9682

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No. _____ Fax No. _____ e-mail _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Print Name: _____ Signature: _____

How did you find out about this RFP? _____ (ex: Newspaper, Web, Mail)

Is Proposer's principal place of Business within Cameron County? Yes - No

Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

PROPOSER'S ACKNOWLEDGEMENT FORM

Please fill out and e-mail this page back to to Mike Forbes mforbes@co.cameron.tx.us or Beverly Findley beverly.findley@co.cameron.tx.us as soon as you receive or view this RFP document.

Name of Firm: _____

Contact Name : _____

Contact Individuals e-mail address: _____

Contact Phone number: _____

Date: _____

Proposer acknowledges viewing this RFP

Proposer acknowledges being aware that all Addendums are available for viewing at the following site (in the Addendum column) :

http://www.co.cameron.tx.us/purchasing/specs_notices.htm

Proposers are responsible for monitoring all addendums at this site

Returning this form ASAP to Cameron County serves in assisting Cameron County identify all Proposers interested in participating in this RFP.

CHECK LIST

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

- Cover Sheet**
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Proposers**
You should be familiar with all of the Instructions to Proposers.
- Special Requirements**
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

- Attachments A, B, C, D, E, F, G, H**
Be sure to complete these forms and return with packet.
- Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely.
- Minimum Insurance Requirements**
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
- Financial Statement**
When this information is required, you must use this form.

Other - Final Reminders To double check before submitting BID/RFP/RFQ

- Is your bid sealed with RFP #, title, Proposer Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you complete and submit attachments A,B,C,D,E , F, G, H ?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website www.co.cameron.tx.us/purchasing/specs_notices.htm for any addendums?

If not interested in Proposing please let us know why by feedback at: www.co.cameron.tx.us/purchasing/feedback.htm

INSTRUCTIONS FOR SUBMITTING RFP'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective proposers (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web http://www.co.cameron.tx.us/purchasing/specs_notices.htm Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Proposers as such. Any bid NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all proposers involved as quickly as possible in the form of a written addendum only. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A,B, C, D, E, F, G, H and return all with your RFP.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/Forms/conflictinterest.pdf>

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/Forms/DisclosureofInterest.pdf>

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a RFP deadline day, RFP's will be received until 2:00 p.m. of the next business day, for opening at up coming Commissioner's Court meeting.

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

BIDDERS / PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders/ proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <http://www.co.cameron.tx.us/judge/agenda.htm>

SUCCESSFUL PROPOSER WILL BE NOTIFIED BY MAIL. All responding proposers will receive written notification regarding the outcome of the award.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL AND THREE (3) COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified.
2. RFP's MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFP's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.

4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Any Catalog, brand name or manufacturer's reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
7. NO substitutions or cancellations permitted without written approval of Director of Purchasing.
8. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable.
9. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
10. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
11. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received. County.
12. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**
13. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.

It is the responsibility of the proposer to ask any and all questions the proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for proposers. Cameron County will endeavor to respond promptly to all questions asked.

INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices, in duplicate, on each purchase order. each delivery. Invoices shall indicate the purchase order number. Mail to: Cameron County, ATTN: Auditor's Office, P. O. Box 3846, Brownsville, Texas 78523. Service provider should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extend funds are not available. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office.

Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services. Titles and Invoices: all titles and invoices will be in the name of **Cameron County, 1100 East Monroe Street, Brownsville, Texas 78520**, and signed ONLY by the County Auditor's Office personnel.

Awarded Proposer shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
P. O. BOX 3846
BROWNSVILLE, TEXAS 78523**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice. All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

POINT SYSTEM: For the purposes of the evaluation, our requirements have been grouped in four (4) categories. Some categories are designated as "mandatory", and in these, the vendor must satisfy all requirements. The other categories have a range of points based upon the weight per category multiplied by the score by vendor for each category. (Score: Perfect 10-9; Superior 8-7; Satisfactory 6-5; Unsatisfactory 4-2 min.) In these categories, each RFP will be assigned a value within the specified score according to how well the responses meet the requirements for the category. The following table lists the categories and the maximum points associated with each.

<u>CATEGORY</u>	<u>WEIGHT x SCORE = GRAND</u> <u>POINTS:</u>	<u>GRAND</u> <u>TOTAL</u>
Proposer's total proposed price	40	
Proposer's qualifications/experience	20	
Proposer's support service	20	
The proposed services and approach for meeting Cameron County's needs and requirements as well as future needs.	20	
TOTAL		<u>100</u>

In the "Price" Category, the maximum points will be assigned to the RFP with lowest, total price computed as specified. The points assigned to each of the other RFPs will be reduced by the percentage by which the RFP's computed price exceeds the lowest price.

The points assigned for the other categories will be based on the information provided in the RFPs, checks of references cited, and data available from independent sources such as technical journals and rating newsletters.

CAMERON COUNTY, TEXAS

Request for Proposals (RFP) Specifications

Workers' Compensation Insurance

Effective Date: January 1, 2014

Proposals Due: September 10, 2013

Prepared By:

Kenneth D. Wethe
Independent Insurance Consultant
2607 Manor Way
Dallas, TX 75235
Phone: 214-350-9570
Fax: 214-350-8745

CAMERON COUNTY, TEXAS
Request For Proposal #ARP 1470
Workers' Compensation Insurance

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CAMERON COUNTY, TEXAS
Request For Proposal #ARP 1470
Workers' Compensation Insurance

General Information

1. Cameron County, Texas, hereinafter referred to as the County, is seeking proposals in response to this Request For Proposals (RFP) for workers' compensation insurance on a fully insured basis and a self insured basis from insurance companies or a local government risk pool. The fully insured proposals are to provide various deductible options. The self insured proposals are to include administration services and excess risk insurance.
2. The contract effective date will be January 1, 2014.
3. Favorable consideration will be given to those insurance companies with an A.M. Best rating of A- or better. If the insurance company is not rated by A.M. Best, audited financial statements must be submitted.
4. A local government self-insurance risk pool organized under the Texas Interlocal Cooperation Act or other state law shall also be an acceptable provider with satisfactory reinsurance information and audited financial statements.
5. Proposals are to be submitted on the basis of the specifications contained herein. Proposer must include the RFP Submission Forms with its proposal. All costs to be incurred and billed to the County will be firm and included in these forms
6. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty.
7. No telephone or faxed proposals will be accepted. Proposals will be accepted only if delivered in person, by U.S. Postal Service, or by delivery service such as UPS or Federal Express. The County will not be responsible for missing, lost, or late deliveries. Proposals received after the submission deadline shall be returned unopened and will not be considered.
8. Kenneth D. Wethe is providing technical assistance to the County during the RFP process. Mr. Wethe is compensated by the County on a fee basis, and is not to be compensated by the insurance provider in any manner.
9. Firms submitting proposals shall not discuss their proposal with members of the Cameron County Commissioners' Court prior to the award of the contract.
10. The County desires to receive proposals with and without agent services. Insurance companies or services providers are requested to submit separate proposals for direct services, without agent compensation, and for agent services with agent compensation. The insurance company or risk pool may elect to submit a single proposal with or without agent services.
11. If agent services are to be used, the insurance company or risk pool is to submit a proposal for only the one agent selected by the insurance company or service provider. Insurance companies or risk pools are not to submit proposal for more than one agent. However, agents may represent multiple insurance companies or service providers.
12. The agent/agency must have been licensed in Texas for the last five years and must have errors & omissions coverage of at least \$1 million per occurrence.

CAMERON COUNTY, TEXAS
Request For Proposal #ARP 1470
Workers' Compensation Insurance

13. The County is requesting proposals for a three year period on one of the following basis:
 - Fixed price for a three year period, or
 - Two annual renewal adjustments determined by formula at the time the contract is awarded, or
 - One year contract with two annual renewal options deemed to be favorable to the County. Renewal rates must be provided to the County 90 days prior to the anniversary date.
14. Workers' Compensation insurance coverage has been provided by the Texas Association of Counties Risk Management Pool (TAC) for several years on a fully funded basis. TAC is a participant in the Alliance managed care network and uses the services of JI Specialty Services for claim administration services.
15. The County's contract anniversary date with TAC is January 1, 2014, with the option to terminate with 60 days notice. If the County terminates the contract, TAC has full responsibility for administration and cost for all run-out claims.
16. Since the County's current workers' compensation is fully funded through TAC, all run-out claims incurred prior to January 1, 2014 will be processed & paid by TAC.
17. The County's Accident Prevention Plan includes monthly safety training, vehicle and equipment inspections and fire/work hazard inspections. On a case by case basis, employees unable to perform the full duties of their assignment due to work related injury or illness are assigned to a temporary or limited duty assignment that meets the work restrictions imposed by the treating physician.
18. Claim staff must be properly licensed and qualified for the services provided. At least one claim examiner is to be assigned to the County's account.

**CAMERON COUNTY, TEXAS
Request For Proposal #ARP 1470
Workers' Compensation Insurance**

INSURANCE AGENCY QUESTIONNAIRE

1. Who will have primary responsibility for The County's account? _____

 - a. Number of years in the insurance business: _____
 - b. Insurance background: _____
 - c. Educational background: _____
 - d. Number of other public entities serviced: _____
2. Who will be the back-up person for the County's account? _____

 - a. Number of years in the insurance business: _____
 - b. Insurance background: _____
 - c. Educational background: _____
 - d. Number of other public entities serviced: _____
3. How many Texas governmental entities does your agency (this office, if a national broker) provide coverage on behalf of? _____
4. What is your (this office, if a national broker) estimated premium volume with Texas counties?

Other public entities? _____
5. The County will expect the following annual reports from its agents:
 - a. Summary of premium and losses by coverage.
 - b. Forecast of insurance market status prior to renewal.
 - c. Insurance policy abstracts (summaries).
 - d. Prior to future renewals, report containing suggested coverage or rating enhancements for the upcoming year.
 - e. Following future renewals, a report detailing all material policy changes.
6. Please attach a copy of the following documents:
 - a. A copy of the current license.
 - b. A certificate for agent's error and omissions coverage insured for at least \$1 million limit.

By: _____

Agent: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

**CAMERON COUNTY, TEXAS
Request For Proposal #ARP 1470
Workers' Compensation Insurance**

AGENT'S STATEMENT

I certify that all specified coverage will be provided except as indicated on the attached explanation. If needed, please add separate sheet(s) to explain reasons why your proposal differs from criteria outlined in the specifications.

The coverages quoted and insurance companies providing coverage are the following:

<u>COVERAGE SERVICE</u>	<u>INSURANCE COMPANY</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Type Agent's Name

Agent's Telephone / Fax Number

Agent's Signature

Agent's Email Address

Date

CAMERON COUNTY, TEXAS
Request For Proposal #ARP 1470
Workers' Compensation Insurance
Fully Insured

Questionnaire:

1. Describe the business entity submitting the proposal:
 - a. Name of Company: _____
 - b. Address: _____

 - c. Contact Person: _____
 - d. Email Address: _____
 - e. Telephone #: _____ Fax #: _____
 - f. Date Founded: _____
 - g. Type of Entity:
 1. Insurance Company Yes No
 2. Risk Pool Yes No
2. Describe Financial Stability of Insurance Company.
 - a. What is current A.M. Best rating for your Company? _____
(Please provide financial size category.)
 - b. If not rated by A.M. Best, please provide audited financial statements for most recent fiscal year.
 - c. Is Insurance Company authorized to do business in Texas? Yes No
3. Describe Financial Stability of Risk Pool:
 - a. Please provide audited financial statements for most recent fiscal year.
 - b. Please provide reinsurance information to include reinsurance company, limits & deductibles.
4. Describe workers' compensation experience:
 - a. Number of Texas counties: _____
 - b. Total number of Texas employers: _____
 - c. Total number of Texas covered employees: _____
5. Describe claim administration services:
 - a. Name of Firm: _____
 - b. Location of claim office: _____
 - c. Will Cameron County have dedicated adjuster? Yes No
Comment: _____
 - d. Provide claim reporting guidelines, as well as samples of all claims reporting forms.
 - e. Is there 24 hour claim service? Yes No
Comment: _____
6. Describe managed care network:
 - a. Name of network: _____
 - b. Provide list of Cameron County providers.
 - c. Attach sample information provided to employees to explain access to network.
7. Describe claim utilization reports to include frequency of reports and on-line access to reports.

CAMERON COUNTY, TEXAS
Request For Proposal #ARP 1470
Workers' Compensation Insurance
Fully Insured

8. Premium Quote:

- a. Annual premium from attached premium calculation worksheet:
 - 1) No Deductible: _____
 - 2) \$100,000 Deductible: _____
 - 3) \$200,000 Deductible: _____
 - 4) \$300,000 Deductible: _____
- b. For what period of time are quoted rates guaranteed? _____
- c. Is longer rate guarantee available? Yes No
- d. Is retention (refund) accounting available? Yes No
If yes, please describe: _____
- e. Provide explanation for each of the factors used in adjustment to manual premium calculation.

Company Name

Authorized Signature

Address

Type Signatory's Name & Title

Telephone Number / Fax Number

Agent Name

Signatory's Email Address

CAMERON COUNTY, TEXAS
Request For Proposal #ARP 1470
Workers' Compensation Insurance
Fully Insured

Class Code	Description of Risk	Number of Employees	Annual Payroll	Rate Per \$100	Manual Premium
083910	Auto Mechanics	12	\$ 265,764		
090140	Bldg Maintenance/Janitors	71	\$ 1,236,818		
054030	Carpentry NOC	9	\$ 206,689		
045110	Chemical Analyst/Assayer	16	\$ 358,729		
088100	Clerical	1374	\$ 18,591,636		
051910	Computer Maintenance	9	\$ 364,444		
051900	Electrical Wiring w/in buildings	3	\$ 110,450		
086010	Engineers, Surveyors	14	\$ 533,640		
087420	Juv Probation, Collectors, Sales	212	\$ 2,828,140		
077200	Law Enforcement	654	\$ 16,629,436		
088200	Law Office	113	\$ 4,878,992		
088380	Library/Museum-Prof. & Clerical	2	\$ 53,454		
091020	Parks and Recreation Employees	60	\$ 414,221		
088320	Physician Med, Lab, Clinic ER	213	\$ 4,641,086		
042990	Printing	2	\$ 66,790		
090790	Restaurant & Food Preparation	5	\$ 130,821		
055060	Road Paving, Repaving	95	\$ 2,355,300		
090190	Toll Bridge Employees	59	\$ 1,285,906		
088310	Vet Hospital & Animal Control	7	\$ 117,113		
088551	Volunteer First Responder	58	\$ 301,600		
	Total	2,988	\$ 55,371,029		
Adjustments:					
Experience Modifier					
Other Adjustments					
Net Premium - No Deductible					
\$100,000 Deductible					
\$200,000 Deductible					
\$300,000 Deductible					

CAM1308003ds

**CAMERON COUNTY, TEXAS
Request For Proposals #ARP 1470
Workers' Compensation Insurance**

CLAIM ADMINISTRATION SERVICES

QUESTIONNAIRE

1. Describe organization submitting proposal:

Name of Firm: _____

Address: _____

Contact Person: _____ Telephone Number: _____

Year Founded: _____

2. Please attach audited financial statements.

3. Describe Claim Administration experience:

a. Number of Clients: _____

b. Total Client Employees/lives: _____

c. Number of Texas County accounts: _____

4. Provide three Texas client references preferably Counties of comparable size.

<u>Name of Client</u>	<u>Contact Person</u>	<u>Telephone Number</u>	<u>No. of Employees</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Do you provide the following services within the terms of the contract and quoted fee? (If available for an additional fee, please indicate and list fee):

Representation at all Benefit Review Conferences Yes No Additional Fee: _____

Representation at Contested Case Hearings Yes No Additional Fee: _____

Legal Representation at Benefit Review
Conferences and at Contested Case Hearings Yes No Additional Fee: _____

Does your firm select the law firm or will
the County have the ability to select the law firm of
its choosing? Yes No Additional Fee: _____

CAMERON COUNTY, TEXAS
Request For Proposals #ARP 1470
Workers' Compensation Insurance

- | | | |
|---|--|-----------------------|
| Adjuster monthly visits with the County | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| Computer supported on-site claims management networking for client | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| Retaining of private investigator, when necessary | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| Preauthorization's | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| Online Reporting, Claims reports/updates | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| Provide a dedicated adjuster | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| Handle claim for the life of claim | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| Provide for medical review where necessary | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| Provide medical provider managed care network | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| Calculate medical provider discounts | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| Large Case Management | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| Loss Control Services | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| If yes, number of visits included & additional visits rate: # _____ | | Additional Fee: _____ |
| Detailed Loss History | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |
| Custom Reports on an as needed basis | <input type="checkbox"/> Yes <input type="checkbox"/> No | Additional Fee: _____ |

6. Briefly describe how your company sets reserve limits: _____

7. Estimate your claims per adjuster ratio: _____

8. List the names, experience, and qualifications of the personnel who will serve as claims adjusters:
 Primary Adjuster: _____
 Back-up Adjuster: _____

9. Where is the location of the office that would handle the County's claims? _____

10. Is there 24 hour claims service? _____

CAMERON COUNTY, TEXAS
Request For Proposals #ARP 1470
Workers' Compensation Insurance

11. Will the County be consulted on the disposition of all claims over \$5,000? _____

12. Will the County receive monthly claim reports (please provide sample reports)? Yes No

13. Will the County receive expanded quarterly claim reports (please provide sample reports)? Yes No

14. Please attach any additional information you feel would be relevant.

15. Please attach copies of claims reporting guidelines that the insured must comply with, as well as samples of all claims reporting forms used.

16. Describe medical provider managed care network (include list of providers in Cameron County).

17. Describe procedure for calculation of medical provider discounts and documentation for discounts.

18. Describe Large Case Management Services:

19. Describe banking procedures and internal controls:

20. Please provide certificate of insurance coverage for the following:
a. Error and Omissions Insurance coverage insured for at least \$1 million limit.
b. Employee Dishonesty/Crime Insurance

21. List any variations/deviations from specifications:

CAMERON COUNTY, TEXAS
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22. Fee Structure: Provide a complete description for each of the proposed services, e.g. Medical Only claims, Loss of Time claims, Record Only, Run-In Claims, provider bill repricing, etc.

Service

Fee Basis

23. Are the above fees fixed for a three year period? Yes No

If no, please explain formula for fee adjustment:

24. Please provide the following information for fees:

a. What constitutes a Medical Only claim? _____

b. What constitutes a Record Only claim? _____

c. When does a Medical Only claim become an Indemnity claim? _____

d. When Medical Only or Record Only claim moves to the next claim level is credit applied for prior fee?

Yes No

Comment: _____

Company Name

Authorized Signature

Address

Signatory's Name and Title

Signatory's Email Address

Telephone Number / Fax Number

Date

**CAMERON COUNTY, TEXAS
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Workers' Compensation Insurance**

EXCESS RISK INSURANCE

Background Information and RFP Assumptions

1. The County desires to receive firm quotes for specific excess risk insurance of \$400,000 self-insured retention (SIR) per occurrence with aggregate loss fund percentage of 140% and aggregate excess insurance limit of \$5,000,000. Alternate SIR and aggregate quotes are also requested.
2. The County desires to receive proposals for a three year period on one of the following basis:
 - a. Fixed price for the three period, or
 - b. Two annual renewal adjustments determined by formula at the time the contract is awarded, or
 - c. One year contract with two annual renewal options for rate and premiums deemed to be favorable to the County. Renewal rates are to be provided to the County ninety days prior to anniversary date.
3. Contract effective date is to be January 1, 2014.
4. Statutory Texas benefits must be provided.
5. Employers Liability Maximum Limit of \$1,000,000 per occurrence.
6. Excess Risk Insurance Proposals will be considered independently of the Claim Administration Services proposals.
7. Proposals should include disclosure of all commission and/or agent service fees. The names(s) of the agent(s) receiving the commission/fees or revenue must be provided as well as the name of the provider of the commission/fees/revenue and the amounts of commission/fees or revenue.

Insurance Company/Risk Pool Information

Name of Company: _____

Address of Company: _____

Contact Person: _____ Telephone Number: _____

Insurance Company: Yes No A. M. Best Rating/Size: _____

Risk Pool: Yes No Financial Information: Yes No

If Risk Pool, provide the following Financial Information:

- a. Audited financial statements for most recent fiscal year.
- b. Reinsurance information to include reinsurance company, limits & deductible.

**CAMERON COUNTY, TEXAS
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Premium Quotation – Specific and Aggregate

Self Insured Retention (Per Occurrence)	Annual Premium	Aggregate Limit
\$200,000	_____	_____
\$300,000	_____	_____
\$350,000	_____	_____
Other \$ _____	_____	_____

Attach Insurance Company complete quotation document & specimen policy.

Are the rate factors for the above premiums fixed for a three year period: Yes No
If no, please explain formula for premium adjustment for year 2 and year 3.

Other Information:

Explain procedure and documentation required for Specific Excess recovery: _____

Explain procedure and documentation required for Aggregate Excess recovery: _____

Explain any special services/features that are included in the proposal: _____

List any variations/deviations from specifications: _____

Company Name

Authorized Signature

Address

Type Signatory's Name and Title

Signatory's Email Address

Telephone Number / Fax Number

Date

**CAMERON COUNTY, TEXAS
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Workers' Compensation Insurance**

RFP Title _____

Proposer's Name _____

Attachment A

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Bid.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

CAMERON COUNTY, TEXAS
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Workers' Compensation Insurance

Attachment B

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by _____ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Name and Address of Proposer :

Telephone number _____ Fax number _____

Signature

Name: _____ Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____ 20_____.

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

**CAMERON COUNTY, TEXAS
Request For Proposals #ARP 1470
Workers' Compensation Insurance**

Attachment D

CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.

FROM BID OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFPBID.

01. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to Bid/RFP/RFQ, other than questions to the Assistant County Auditor/Purchasing Officer?

02. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder or Proposer concerning this Invitation to Bid/RFP/RFQ?

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

**CAMERON COUNTY, TEXAS
Request For Proposals #ARP 1470
Workers' Compensation Insurance**

Attachment E

ORDER NO. 2007O2005

THE STATE OF TEXAS §
 §
COUNTY OF CAMERON §

**ORDER ADOPTING CONTRACTING RULES
FOR PERSONS INDEBTED TO COUNTY**

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and
2. **For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.**
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.): _____

Cameron County Acct #'s : Real Estate _____ Personal Property _____

01. Is the person or the firm submitting this Bid current with all local and State taxes?

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

**CAMERON COUNTY, TEXAS
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Workers' Compensation Insurance**

Attachment F

Certification

Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR RFP

**CAMERON COUNTY, TEXAS
Request For Proposals #ARP 1470
Workers' Compensation Insurance**

Attachment G

CONFLICT OF INTEREST QUESTIONNAIRE

**MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ
IF DISCLOSING: PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity.

OFFICE USE ONLY Date Received:

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money .

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

**CAMERON COUNTY, TEXAS
Request For Proposals #ARP 1470
Workers' Compensation Insurance**

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

**5. Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. Does any individual with the firm submitting BID, RFP, RFQ have any business relationship with any County Official or County employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship? (see attached Nepotism Chart)

Signature of person doing business with the governmental entity

Date

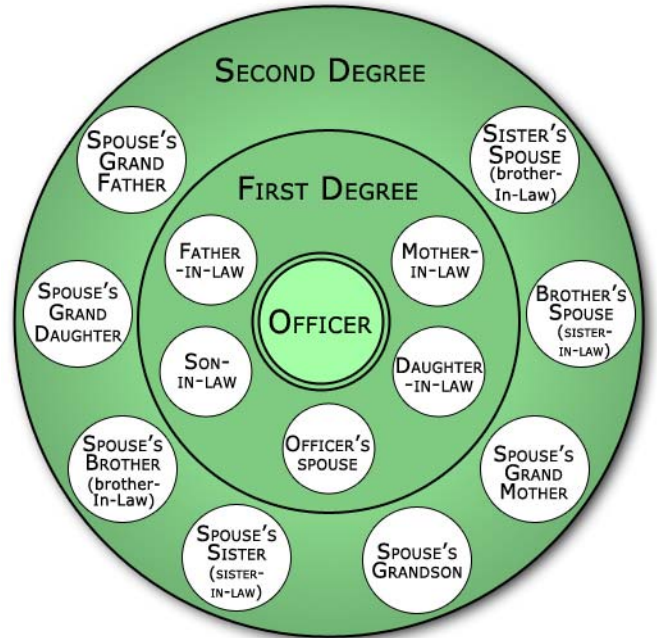
CAMERON COUNTY, TEXAS
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NEPOTISM CHART

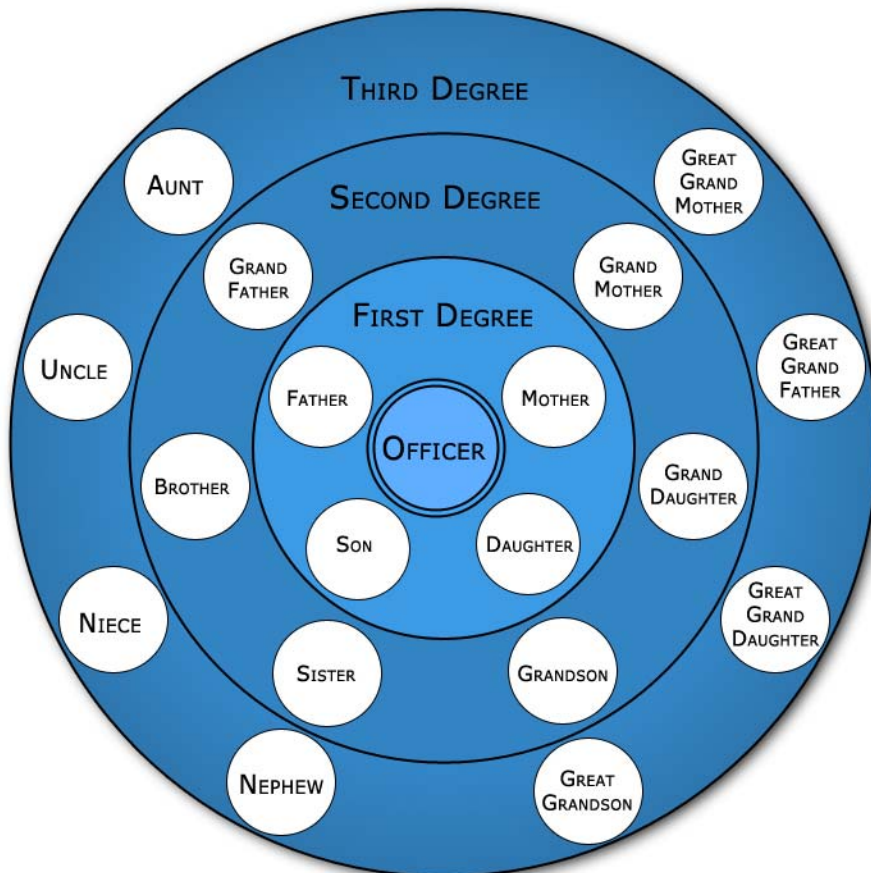
The chart below shows

- **Affinity Kinship** (relationship by marriage)
 - **Consanguinity Kinship** (relationship by blood)
- for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP
 Relationship by Marriage



CONSANGUINITY KINSHIP
 Relationship by Blood



**CAMERON COUNTY, TEXAS
Request For Proposals #ARP 1470
Workers' Compensation Insurance**

Attachment H

DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ
IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S
OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity Local Govt. Code 171.002

**CAMERON COUNTY, TEXAS
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DISCLOSURE OF INTERESTS (CONTINUED)

- a) For purpose of this chapter, a person has a substantial interest in a business entity if :
 - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

CAMERON COUNTY, TEXAS
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TERMS AND CONDITIONS

ADDENDA: When specifications are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned RFP/RFQ package**.

ADVERTISING: Seller shall not advertise or publish, without Buyer's Prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

AWARD: Cameron County may hold all Rfp/Rfq's for a period of sixty (60) days. Cameron County reserves the right to delete any item it considers too expensive. Rfp/Rfq prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible Proposer. Cameron County reserves the right to award this contract on the basis of EVALUATION CRITERIA (AS STATED IN RFP/RFQ) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all Rfp/Rfq's.

BONDS: If this Rfp/Rfq requires submission of Rfp/Rfq guarantee and performance bond, there will be a separate page explaining those requirements. Rfp/Rfq's submitted without the required RFP/RFQ bond or cashier's check are not acceptable.

CANCELLATION AND TERMINATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity.

TERMINATION: The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Cameron County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Cameron County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Cameron County's satisfaction and/or to meet all other obligations and requirements. Cameron County may terminate the contract without cause upon thirty (30) days written notice.

CONTRACT RENEWALS: Renewals may be made ONLY by Commissioners Court approval and agreement between Cameron County and the offeror. **To determine Annual / Anniversary renewal status - if renewed by Commissioners Court or terminated - please contact Letty Roberts at 956-574-8135 e-mail: LRoberts@co.cameron.tx.us or Mike Forbes at 956-550-1360 e-mail: mforbes@co.cameron.tx.us or Beverly Findley at 956-982-5478 beverly.findley@co.cameron.tx.us in the County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us of Bruce Hodge at 956-550-7229 at bhodge@co.cameron.tx.us at County Legal Dept..** Any price escalations are limited to those stated by the original RFP/RFQ. Annual RFP/RFQ renewal – Price Increases: All Annual RFP/RFQ's with a one (1) year renewal option requires that the awarded Proposer must notify Cameron County of any anticipated price increases to the current Annual RFP/RFQ (in writing) at least two months prior to the annual renewal award date unless otherwise specified within the specific provisions of the RFP. This allows the County sufficient time to plan for re-advertising for Proposals due to a vendor required price increase. If Vendor fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any Annual RFP/RFQ's which allow for Open Market Price increases or Cost allowance increases during the RFP/RFQ award period (as so specified in the RFP/RFQ documents).

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DISCRIMINATION: In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

DISQUALIFICATION OF OFFEROR: Upon signing this RFP/RFQ document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the RFP/RFQ made to any competitor or any other person engaged in such line of business. Any or all RFP/RFQ's may be rejected if the County believes that collusion exists among the offerors. RFP/RFQs in which the prices are obviously unbalanced may be rejected. If multiples are submitted by an offeror and after the RFP/RFQ's are opened, one of the RFP/RFQ's are withdrawn, the result will be that all of the RFP/RFQs submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiples for different products or services.

EVALUATION: All proposals will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria, bearing on price, and performance of the items/services in the user environment. Any specific criteria section or sections identified elsewhere in this request for proposals may be evaluated by one or more evaluators once the basis and details of this process has been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to offerors and the Commissioners Court upon request. Evaluation sheets and summary of all RFP/RFQ's are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP/RFQ requirements, delivery and needs of the using department are considerations in evaluating RFP/RFQ's. **Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this request for proposals).** The Cameron County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any RFP/RFQ. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible offeror submitting proposals determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to vendors responding to this Bid requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the Bid award by the Cameron County Commissioners' Court. Debriefing questions must be submitted (in writing - to the Purchasing Department) no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up question must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFP/RFQ's proposers are given the opportunity to ask questions of the Evaluation Committee relative to their Proposal and scores received by their firm.

Protests are made - 1. To the Purchasing Department after the debriefing conference. Vendor protests shall be received, in writing, by the Purchasing Department within five (5) business days after the vendor debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not resolved satisfactory to the protestor. Protests to the Protest Committee shall be made within five (5) business days after the vendor has received notification from the County Purchasing Department of his/her decision.

CAMERON COUNTY, TEXAS
Request For Proposals #ARP 1470
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Grounds for protest – 1. Errors were made in computing the score. 2. The County failed to follow procedures established in the Bid, the Purchasing policy: Acquisition or applicable state or federal laws or regulations. 3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the County's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process – 1. Upon receipt of a vendor protest, the Purchasing Department shall postpone further steps in the acquisition process until the vendor protest has been resolved. 2. The Department's internal protest review procedures consist of the following: a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the vendor. b) A written decision will be delivered to the vendor within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

Final Determination - The final determination shall 1. Find the protest lacking in merit and uphold the agency's action; or 2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include a) Correct its errors and reevaluate all proposals, and/or b) Reissue the vendor solicitation document; or c) Make other findings and determine other courses of action as appropriate.

Protest Committee Review Process - Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee, within five business days after the decision of Purchasing Department in order to be considered. The resulting decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, than the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) must be attached and included with RFP/RFQ submitted. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in

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providing such gratuities. Consistent and continued tie RFP's/RFQ's could cause rejection of RFP/RFQ's by the County and/or investigation for Anti-Trust violations. Proposer guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION : If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your Proposal. This information will assist Cameron County in the percentage tracking of HUB utilization.

MAINTENANCE: Maintenance required for equipment RFP/RFQ should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any RFP/RFQ applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict these RFP/RFQs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract,.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the RFP/RFQ prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE – FLOPPY DISK: If in its RFP/RFQ response, offeror either electronically scans, re-types, or in some way reproduces the County's published RFP/RFQ package, then in event of any conflict between the terms and provisions of the County's published RFP/RFQ specifications, or any portion thereof, and the terms and provisions of the RFP/RFQ response made by offeror, the County's RFP/RFQ specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published RFP/RFQ specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item RFP/RFQ. **Substitute items will not be accepted unless approved (in advance).**

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SUPPLEMENTAL MATERIALS: Offerors are responsible for including all pertinent product data in the returned RFP/RFQ package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP/RFQ package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the RFP/RFQ, must also be in the returned RFP/RFQ package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire RFP/RFQ.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron Count until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP/RFQ package and/or on the Purchase Order as a "Deliver To:" address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Cameron County may correct at the offeror's expense.

Offerer warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970.

WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP/RFQ invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense. Have you attached the required warranty information to the RFP/RFQ (if applicable)? Yes, No.

APPLICABLE LAW

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This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement.

ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party in the contract County Judge and County Auditor.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award the contract and the County Judge or other person authorized by the Cameron County must sign the contract before it becomes binding on Cameron County or the offerors. Department heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP / RFQ of any provision herein described will not be construed as to relieve the Vendor of any responsibility or obligation, requisite to the complete and satisfactory implementation, operation, and support of any and all equipment, systems or services.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

HOLD HARMLESS AGREEMENT: Contractor, the successful offeror, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this RFP/RFQ, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this RFP/RFQ. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by buyer against infringements. As part of this contract for sales, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that Buyer will pay Seller the reasonable cost of his/her search as to infringement. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

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Workers' Compensation Insurance

INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A.: Offeror must meet all Federal and State OSHA requirements.

RIGHT TO ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) days the demanding party may treat this failure as an anticipatory repudiation of the contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

CAMERON COUNTY, TEXAS

Texas Association of Counties Risk Management Pool

Workers' Compensation Insurance

Payroll & Contribution History

Sorted By Plan Year

Period: January 1, 2005 Thru December 31, 2013 (9 Years)

Plan Year	Number Employees	Annual Payroll	Annual Contribution	Premium Payroll %	Experience Modifier
2005	2,144	\$ 40,928,934	\$ 1,165,886	2.849%	1.43
2006	2,252	\$ 45,309,310	\$ 1,499,216	3.309%	1.67
2007	2,370	\$ 47,584,512	\$ 1,520,837	3.196%	1.57
2008	2,295	\$ 50,659,240	\$ 1,412,298	2.788%	1.68
2009	2,474	\$ 52,354,062	\$ 959,750	1.833%	1.66
2010	2,495	\$ 53,328,536	\$ 1,124,531	2.109%	1.99
2011	2,520	\$ 54,388,244	\$ 1,183,081	2.175%	1.92
2012	2,988	\$ 55,371,029	\$ 1,149,581	2.076%	2.13
2013	2,520	\$ 54,388,244	\$ 1,030,676	1.895%	1.88

Comments:

- (1) Source is Cameron County insurance records.
- (2) Plan Year is from January 1 through December 31.
- (3) Number Employees includes full-time employees, part-time employees and volunteers.
- (4) Plan Year 2013 payroll and contributions information is estimated based on estimated employees & payroll for Year 2011 audited payroll.

CAMERON COUNTY, TEXAS

Texas Association of Counties Risk Management Pool

Workers' Compensation Self-Insurance Fund

Fund Contributions & Incurred Claim History

Valuation Date: June 30, 2013

Plan Year	Number Claims	Number (2) Employees	Annual Payroll	Payroll Basis (2)	Fund Contribution	Incurred Claims (3)	Loss Ratio
2005	208	2,144	\$ 40,928,934	Audited	\$ 1,165,886	\$ 600,165	51.5%
2006	250	2,252	\$ 45,309,310	Audited	\$ 1,499,216	\$ 532,465	35.5%
2007	247	2,370	\$ 47,584,512	Audited	\$ 1,520,837	\$ 844,296	55.5%
2008	308	2,295	\$ 50,659,240	Audited	\$ 1,412,298	\$ 768,375	54.4%
2009	283	2,474	\$ 52,354,062	Audited	\$ 959,750	\$ 446,250	46.5%
2010	268	2,495	\$ 53,328,536	Audited	\$ 1,124,531	\$ 623,391	55.4%
2011	282	2,520	\$ 54,388,244	Audited	\$ 1,183,081	\$ 504,791	42.7%
(4) 2012	269	2,988	\$ 55,371,029	Audited	\$ 1,149,581	\$ 299,245	26.0%
8 Years		19,538	\$ 399,923,867		\$10,015,180	\$4,618,978	46.1%
2013	131	2,520	\$ 54,388,244	Estimated	\$ 1,030,676	\$ 118,108	11.5%
Total		22,058	\$ 454,312,111		\$11,045,856	\$4,737,086	42.9%
Average		2,451	\$ 50,479,123		\$ 1,227,317	\$ 526,343	42.9%

Comments:

- (1) Source is information provided by Texas Association of Counties.
- (2) Estimated payroll is on basis of budgeted positions & payroll for fiscal year. Audited payroll is number of employees & actual payroll for calendar year on basis of W-2 reconciliation.
- (3) Incurred Claims does not include administration fees or excess loss insurance premiums paid by TAC Self Insurance Fund. Cameron County participation is on a fully funded basis
- (4) Payroll audit for Year 2012 performed by Crowell & Associates.

CAMERON COUNTY, TEXAS

Texas Association of Counties Risk Management Pool

Workers' Compensation Insurance

Incurred & Paid Claim Analysis

Period: January 1, 2005 Thru June 30, 2013

Valuation Date: December 31, 2012 & June 30, 2013

Valuation Date: December 31, 2012						
Plan Year	Total Paid	Remaining Reserves	Total Incurred	Number Total Claims	Number Open Claims	Number Closed Claims
2005	\$ 600,165	\$ -	\$ 600,165	208	-	208
2006	\$ 532,899	\$ -	\$ 532,899	250	-	250
2007	\$ 817,475	\$ 26,802	\$ 844,277	247	1	246
2008	\$ 748,644	\$ 696	\$ 749,340	308	1	307
2009	\$ 446,250	\$ -	\$ 446,250	283	-	283
2010	\$ 621,844	\$ 4,310	\$ 626,154	268	2	266
2011	\$ 473,179	\$ 75,190	\$ 548,369	282	11	271
2012	\$ 175,152	\$ 72,304	\$ 247,456	267	38	229
Total	\$ 4,415,607	\$ 179,302	\$ 4,594,909	2,113	53	2,060

Valuation Date: June 30, 2013						
Plan Year	Total Paid	Remaining Reserves	Total Incurred	Number Total Claims	Number Open Claims	Number Closed Claims
2005	\$ 600,165	\$ -	\$ 600,165	208	-	208
2006	\$ 532,465	\$ -	\$ 532,465	250	-	250
2007	\$ 817,563	\$ 26,733	\$ 844,296	247	1	246
2008	\$ 762,580	\$ 5,795	\$ 768,375	308	2	306
2009	\$ 446,250	\$ -	\$ 446,250	283	-	283
2010	\$ 621,891	\$ 1,500	\$ 623,391	268	1	267
2011	\$ 488,515	\$ 16,276	\$ 504,791	282	9	273
2012	\$ 258,545	\$ 40,700	\$ 299,245	269	15	254
2013	\$ 44,308	\$ 73,800	\$ 118,108	131	30	101
Total	\$ 4,572,282	\$ 164,804	\$ 4,737,086	2,246	58	2,188

Comments:

1. Source is Summary Report provided by JI Companies, claim administrator for Texas Association of Counties Workers' Compensation Self-Insurance Fund.

CAMERON COUNTY
Texas Association of Counties
Workers' Compensation Self-Insurance Fund
Large Claim Analysis
Period: 01-01-2005 Thru 06-30-2013

Plan Year	Claim Number	Date of Injury	Status	Total Paid	Remaining Reserve	Total Incurred	Occupation
2005	TACP-05-00972	04-20-05	CL	\$ 121,102	\$ -	\$ 121,102	ROAD EMPLOYEES-PAVING, REPAVING
2007	TACP-07-01468	06-01-07	RC	\$ 361,555	\$ -	\$ 361,555	LAW ENFORCEMENT & AMBULANCE
2007	TACP-07-02326	08-13-07	OP	\$ 201,688	\$ 26,733	\$ 228,422	CLERICAL
2008	TACP-08-01537	05-30-08	CL	\$ 110,414	\$ -	\$ 110,414	EQUIPMENT OPERATOR
Total Over \$100,000				\$ 794,760	\$ 26,733	\$ 821,493	
2005	TACP-05-03063	10-05-05	RC	\$ 70,050	\$ -	\$ 70,050	PRINTING
2005	TACP-05-03426	11-30-05	RC	\$ 58,717	\$ -	\$ 58,717	LAW ENFORCEMENT & AMBULANCE
2006	TACP-06-00647	03-06-06	RC	\$ 54,617	\$ -	\$ 54,617	ROAD EMPLOYEES-PAVING, REPAVING
2008	TACP-08-03195	10-14-08	RC	\$ 66,549	\$ -	\$ 66,549	LAW ENFORCEMENT & AMBULANCE
2010	TACP-10-00999	04-08-10	OP	\$ 79,416	\$ -	\$ 79,416	JUV PROBATION, COLLECTORS, SALES
Total \$50,000 to \$100,000				\$ 329,349	\$ -	\$ 329,349	
2005	TACP-05-00921	04-12-05	RC	\$ 29,766	\$ -	\$ 29,766	JUV PROBATION, COLLECTORS, SALES
2005	TACP-05-02058	08-03-05	RC	\$ 46,740	\$ -	\$ 46,740	CLERICAL
2005	TACP-05-02897	10-08-05	RC	\$ 36,607	\$ -	\$ 36,607	PHYSICIAN, MED. LAB, MINOR EMGCY CLINIC
2006	TACP-06-00885	03-28-06	RC	\$ 36,584	\$ -	\$ 36,584	LAW ENFORCEMENT & AMBULANCE
2006	TACP-06-00989	04-07-06	RC	\$ 32,857	\$ -	\$ 32,857	BRIDGE OR TUNNEL OPERATIONS
2006	TACP-06-02075	07-03-06	RC	\$ 31,763	\$ -	\$ 31,763	BLDG MAINTENANCE & JANITORS
2006	TACP-06-02958	09-25-06	RC	\$ 42,879	\$ -	\$ 42,879	BRIDGE OR TUNNEL OPERATIONS
2006	TACP-06-03092	10-04-06	RC	\$ 46,253	\$ -	\$ 46,253	DETENTION OFFICER
2006	TACP-06-03442	11-01-06	RC	\$ 31,046	\$ -	\$ 31,046	CLERICAL
2008	TACP-08-00624	02-28-08	RC	\$ 35,792	\$ -	\$ 35,792	LAW ENFORCEMENT & AMBULANCE
2008	TACP-08-01463	04-23-08	RC	\$ 45,286	\$ -	\$ 45,286	LAW ENFORCEMENT & AMBULANCE
2008	TACP-08-01329	05-09-08	CL	\$ 32,517	\$ -	\$ 32,517	ROAD EMPLOYEES-PAVING, REPAVING
2008	TACP-08-01895	06-30-08	RC	\$ 26,716	\$ -	\$ 26,716	VET HOSPITAL & ANIMAL CONTROL
2008	TACP-08-02540	08-26-08	RC	\$ 32,008	\$ 5,183	\$ 37,190	LAW ENFORCEMENT & AMBULANCE
2008	TACP-08-02589	08-27-08	OP	\$ 49,171	\$ 613	\$ 49,784	LAW ENFORCEMENT & AMBULANCE
2008	TACP-08-02896	09-29-08	RC	\$ 41,897	\$ -	\$ 41,897	LAW ENFORCEMENT & AMBULANCE
2009	TACP-09-00248	01-30-09	RC	\$ 37,759	\$ -	\$ 37,759	LAW ENFORCEMENT & AMBULANCE
2009	TACP-09-00367	02-06-09	RC	\$ 25,378	\$ -	\$ 25,378	LAW ENFORCEMENT & AMBULANCE
2009	TACP-09-01843	06-18-09	CL	\$ 27,351	\$ -	\$ 27,351	BLDG MAINTENANCE & JANITORS
2009	TACP-09-02326	07-02-09	RC	\$ 30,950	\$ -	\$ 30,950	LAW ENFORCEMENT & AMBULANCE
2009	TACP-09-02841	09-09-09	RC	\$ 29,049	\$ -	\$ 29,049	LAW ENFORCEMENT & AMBULANCE
2010	TACP-10-00002	01-04-10	CL	\$ 43,999	\$ -	\$ 43,999	LAW ENFORCEMENT & AMBULANCE
2010	TACP-10-01270	05-05-10	RC	\$ 38,265	\$ -	\$ 38,265	LAW ENFORCEMENT & AMBULANCE
2010	TACP-10-01554	05-25-10	RO	\$ 30,298	\$ -	\$ 30,298	LAW ENFORCEMENT & AMBULANCE
2010	TACP-10-01878	07-05-10	CL	\$ 34,414	\$ -	\$ 34,414	BLDG MAINTENANCE & JANITORS
2010	TACP-10-01985	07-14-10	RC	\$ 38,542	\$ -	\$ 38,542	JUV PROBATION, COLLECTORS, SALES
2010	TACP-10-02937	10-11-10	RC	\$ 33,201	\$ -	\$ 33,201	LAW ENFORCEMENT & AMBULANCE
2011	TACP-11-01460	05-31-11	RC	\$ 32,235	\$ -	\$ 32,235	JUV PROBATION, COLLECTORS, SALES
2011	TACP-11-01909	07-13-11	OP	\$ 46,286	\$ -	\$ 46,286	JAIL
2011	TACP-11-02757	09-16-11	RC	\$ 48,864	\$ -	\$ 48,864	JAIL
2011	TACP-11-03264	11-22-11	RO	\$ 28,652	\$ -	\$ 28,652	PUBLIC WORKS ROAD & BRIDGE
2012	TACP-12-03567	12-31-12	OP	\$ 21,220	\$ 4,452	\$ 25,672	LAW ENFORCEMENT & AMBULANCE
2012	TACP-12-00520	02-27-12	OP	\$ 23,557	\$ -	\$ 23,557	CONSTABLE
Total \$25,000 to \$50,000				\$ 1,167,901	\$ 10,248	\$ 1,178,148	
Combined Total				\$ 2,292,009	\$ 36,981	\$ 2,328,991	

Comments:

1. Source is Large Claim Report prepared by JI Companies.
2. Status Codes are the following:
 - RC - Reclose (claim that was closed after it was reopened)
 - RO - Reopen (Claim that was reopened after it was initially closed)
 - OP - Open claim
 - CL - Closed claim



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

WORKERS' COMPENSATION INVOICE SUMMARY

Policy Period: January 01, 2013 - January 01, 2014

Member Name: Cameron County

Contract No.: 0310

SUMMARY	
Experience Modifier	1.88
Package Discount	4.00%
2013 Estimated Worker's Compensation Contribution	
	1,030,676

BREAKOUT					
Class Code	Description of Risk	Number of Employees	Estimated Payroll	Cost Allocation Factor	Net Contribution
083910	Auto Mechanics	11	253,749	1.9073967	4,840
090140	Bldg. Maintenance & Janitors	62	1,227,515	4.8724456	59,810
054030	Carpentry (Noc)	8	163,709	5.2300118	8,562
045110	Chemical Analyst/Assayers	14	374,447	0.7301434	2,734
088100	Clerical	926	19,000,326	0.7450188	141,556
051900	Electrical Wiring W/In Buildings	4	139,257	0.7453844	1,038
086010	Engineers, Surveyors	14	528,138	0.2830700	1,495
087420	Juv Probation, Collectors, Sales	229	3,726,716	0.2533061	9,440
077200	Law Enforcement	591	15,691,234	3.6655052	575,163
088200	Law Office	99	4,013,337	0.0894019	3,588
088380	Library/Museum-Prof. & Clerical	2	53,113	0.6100201	324
091020	Parks & Recreation	54	424,749	3.9486850	16,772
088320	Physician Med.Lab. Minor Emer. Clinic	272	4,719,123	0.2831034	13,360
042990	Printing	2	66,434	1.6979258	1,128
090790	Restaurant, Food Preparation	5	130,132	1.5499647	2,017
055060	Road Employees-Paving, Repaving	95	2,173,747	6.7648167	147,050
090190	Toll Bridge Employees	61	1,249,813	2.9651636	37,059
088310	Vet Hospital & Animal Control	8	124,655	1.2217721	1,523
088551	Volunteer First Responders	5	26,450	3.6672968	970
088552	Volunteer All Others	58	301,600	0.7450265	2,247
Total Payroll / Employees		2,520	54,388,244		1,030,676

**TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL**

WORKERS' COMPENSATION COVERAGE DOCUMENT

DECLARATIONS

These Declarations form part of the Workers' Compensation Coverage Document between the Texas Association of Counties' Risk Management Pool and the Named Member shown in Item B, below.

- Item A. COVERAGE DOCUMENT NO.:** WC 0310 2013 01 01
- Item B. MEMBER AND ADDRESS:** Cameron County
1100 E Monroe St
Brownsville, TX 78520-5883
- Item C. COVERAGE PERIOD:** From January 01, 2013 to January 01, 2014
*Dates under this item are 12:01 AM United States Central Time
- Item D. 1. WORKERS' COMPENSATION COVERAGE:** Part One of the Coverage Document applied to the Workers' Compensation Law of the State of Texas

LIMITS OF INDEMNITY:
Each Accident - Statutory
Each Employee for Disease - Statutory

2. EMPLOYERS' LIABILITY COVERAGE: Part Two of the Coverage Document applies to work in the State of Texas. The limits of the Pool's Liability under Part Two are:

Death by Accident	\$1,000,000 Each Accident
Death by Disease	\$1,000,000 Each Claimant
Aggregate per coverage period	\$2,000,000

- Item E. DEDUCTIBLE:** \$0
- Item F. TOTAL ANNUAL CONTRIBUTION:** \$1,030,676
- Item G. NOTICE OF OCCURRENCE:** Notice of an occurrence or claim (including service of process) is to be delivered immediately to the Pool via the

Texas Association of Counties Risk Management Pool
Attn: Workers' Compensation Claims
P.O. Box 160120
Austin, Texas 78716
Phone: (800) 752-6301
Fax (512) 346-9321

(Immediately, in addition to any fax transmission, transmit the notice of claim and related documents by U.S. Mail or other delivery service to the above address.)

- Item H. MEMBER'S DESIGNATED Risk Management Pool Coordinator:** Ms. Martha Galarza, CIO
- Item I. FORMS AND ENDORSEMENTS**
The forms and endorsements comprising this Workers' Compensation Coverage Document at issuance are: [TACRMP WC (01/12); TAC-WC/VOL (01/12); TAC-WC/ ALLIANCE (01/13)]

This agreement is issued by Randy P. Plyler, as authorized representative of the Pool on January 10, 2013 at Austin, TX



July 17, 2013

Ms. Martha Galarza
Cameron County Auditor
100 East Monroe Street
Brownsville, TX 78520

Dear Ms. Galarza:

Thank you for your assistance with reporting your final 2012 workers' compensation payroll. We have completed the true-up for your workers' compensation coverage using the information you provided to Crowell & Associates. Attached is the worksheet with your audited payroll noting the reasons for any changes that were made as a result of the review.

Your final payroll results in a contribution due for your 2012 workers' compensation coverage. However, since this is the first year of the audit process, the Pool will waive any additional contribution due for 2012. The most common reasons for a contribution due are corrections to employee classification, errors in reporting overtime or volunteers or other non-standard reportable payroll.

We will also make changes to this year's payroll to clean up any errors discovered in the audit to avoid a deficit for 2013. This could include changing classification of certain positions or adding missing employees who were not reported in your estimated payroll for 2013.

Thank you for your continued participation in the TAC Risk Management Pool for your workers' compensation needs. Timely and accurate payroll reporting is an important factor in keeping your rates as low as possible. We appreciate your participation in this program and look forward to working with you again next year.

If you have any questions, please contact your member services representative at 800-456-5974.

Sincerely,

A handwritten signature in cursive script that reads "Randy P. Plyler".

Randy Plyler, Director
Risk Management Services

cc: Carlos Cascos, Cameron County Judge
Gene Terry, TAC Executive Director
Lori Wiggins, TAC Risk Management Consultant



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

WORKERS' COMPENSATION AUDIT WORKSHEET

Policy Period: January 01, 2012 - January 01, 2013

Member Name: Cameron County

Contract No.: 0310

SUMMARY	
Experience Modifier	2.13
Package Discount	4.00 %
2012 Audited Worker's Compensation Contribution	
	1,282,072

BREAKOUT					
Class Code	Description of Risk	Actual Payroll	Cost Allocation Factor	Net Contribution	Contribution Change
083910	Auto Mechanics	265,764	2.2508692	5,982	116
090140	Bldg. Maintenance & Janitors	1,236,818	5.7504014	71,122	1,360
054030	Carpentry (Noc)	206,689	6.1725588	12,758	3,127
045110	Chemical Analyst/Assayers	358,729	0.8616532	3,091	239
088100	Clerical	18,591,636	0.8792664	163,470	3,269
051900	Electrical Wiring W/In Buildings	110,450	0.8791308	971	-246
086010	Engineers, Surveyors	533,640	0.3341204	1,783	136
087420	Juv Probation, Collectors, Sales	2,828,140	0.2989597	8,455	-1,018
077200	Law Enforcement	16,629,436	4.3259795	719,386	88,520
088200	Law Office	4,878,992	0.1055136	5,148	865
088380	Library/Museum-Prof. & Clerical	53,454	0.7202454	385	1
051910	Office Technician	364,444	0.8791474	3,204	3,204
091020	Parks & Recreation	414,221	4.6600728	19,303	9,827
088320	Physician Med.Lab. Minor Emer. Clinic	4,641,086	0.3341244	15,507	1,838
042990	Printing	66,790	2.0047911	1,339	3
090790	Restaurant, Food Preparation	130,821	1.8292170	2,393	20
055060	Road Employees-Paving, Repaving	2,355,300	7.9836963	188,040	14,462
090190	Toll Bridge Employees	1,285,906	3.4994782	45,000	6,957
088310	Vet Hospital & Animal Control	117,113	1.4421969	1,689	-190
088551	Volunteer First Responders	301,600	4.3259284	13,047	0
Total Payroll / Employees		55,371,029		1,282,072	132,491



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

WORKERS' COMPENSATION AUDIT WORKSHEET

Policy Period: January 01, 2012 - January 01, 2013

Member Name: Cameron County

Contract No.: 0310

FINANCIAL SUMMARY

2012 Estimated Worker's Compensation Contribution	\$	1,149,581
2012 Audited Worker's Compensation Contribution	\$	1,282,072
Change in Contribution	\$	132,491
Amount Waived	\$	132,491
Balance	\$	0



Pete Sepulveda, Jr.
County Administrator

RETURN TO WORK POLICY STATEMENT

To: Department Heads, Supervisors and All Employees

Cameron County is committed to providing a safe workplace for our Employees. Preventing workplace injury is our primary goal.

Should an injury occur, Cameron County will make every reasonable effort to provide suitable return to work opportunities for every Employee who is unable to perform his or her regular job due to a job related injury and as ordered in written form in detail by the Employee's Doctor with an estimated date Employee may return to his or her regular job. Work assignments provided for an Employee while they are recovering will be made in accordance with information provided by the Employee's Doctor.

Assignments may include modifying the Employee's regular job or assignments to other duties depending on the injured Employee's capabilities. Only work that is considered productive and meaningful will be assigned.

Pete Sepulveda, Jr.
County Administrator

7.21.11

Date

**Employee Notice of Political Subdivision Workers' Compensation Alliance
(Alliance) Program Requirements**

Important Contact Information

- Alliance website is www.pswca.org
- Alliance phone number is 1-866-99-PSWCA (1-866-997-7922)
- To contact your adjuster call 1-800-752-6301

Information, Instructions and your Rights and Obligations

Your employer has chosen the Political Subdivision Workers' Compensation Alliance (Alliance) to manage the health care and treatment you may receive if you are injured at work. The Alliance includes a panel of health care providers who are trained in treating work related injuries. They are also trained in getting people back to work safely.

If you are injured at work, tell your supervisor or employer immediately. The enclosed information will help you to seek care for your injury. Also, your employer will help with any questions about how to get treatment. You may also contact Texas Association of Counties via JI Specialty Service for any questions about your care and treatment for a work related injury. The Fund and your employer have formed a team to provide timely health care for injured workers. The goal is to provide quality medical care and return you to work as soon as it is safe to do so.

Injured employees' Rights and Obligations...

What to do if you are injured while on the job...

If you are injured while on the job, tell your employer as soon as possible. A list of Alliance treating doctors may be available from your employer. A complete list is also available online at <http://www.pswca.org> or, you may contact your adjuster directly at the following address and/or toll-free telephone number:

**JI Specialty Services
P.O. Box 160120 Austin, TX 78716
800-752-6301**

In case of an emergency...

If you are hurt at work and it is a life-threatening emergency, you should go to the nearest emergency room. If you are injured at work after normal business hours, you should go to the nearest care facility.

Emergency care does not need to be approved in advance. "Medical emergency" is defined in Texas laws. It is a medical condition that comes up suddenly. There are acute symptoms that are severe enough that a reasonable person would believe that you need immediate care or you would be harmed. That harm would include your health or bodily functions being in danger or a loss of function of any body organ or part.

After you receive emergency care, you may need ongoing care. You will need to select a treating doctor from the provider list. This list is available online at www.pswca.org. If you do not have Internet access call 800-752-6301 or contact your employer for a list. The doctor you choose will

oversee the care you receive for your work related injury. Except for emergency care you must obtain all health care and specialist referrals through your treating doctor.

Choosing a Treating Doctor

If you are injured at work, you must choose a treating doctor from the Alliance panel of providers. This is **REQUIRED** in order for the cost of your medical care for your work related injury to be covered. A provider listing is available through The Alliance website at www.pswca.org. It is updated weekly and identifies providers who are taking new patients.

If you were injured before your insurer contracted with the Alliance, and continue to receive treatment, you must choose a treating doctor on the provider list.

If your treating doctor leaves the Alliance, we will inform you in writing. You will have the right to choose another treating doctor from the list of providers. If your doctor leaves the Alliance and you experience a life threatening or acute condition for which a disruption of care would be harmful to you, your doctor may contact your adjuster to request that you treat with him or her for an extra 90 days.

Changing Doctors

If you become dissatisfied with your initial choice of your treating doctor, you can complete the Pool JI-2, "Change of Treating Doctor Form" to select an alternate treating doctor from the list of Alliance doctors. This form is available at www.county.org and should be completed and submitted to your adjuster for approval **prior** to changing treating doctors.

Referrals

Health care services that you request will be made available on a timely basis as required by your medical condition. This includes referrals. Referrals will be made no more than 21 days after you make a request. You do not have to get a referral if you are in need of emergency care.

Payment for Health Care

Alliance doctors have agreed to look to the Fund for payments related to your health care. They will not look to you for payment. If you obtain health care from a doctor who is not on the list of Alliance doctors, without prior approval, you will be responsible for the cost of that care. You may only access non-Alliance health care providers and remain eligible for coverage of your medical costs if one of the following situations occurs:

- Emergency care is needed. You should go to the nearest hospital or emergency care facility.
- You do not live within a direct contracting program service area.
- Your treating doctor refers you to a non-Alliance provider or facility AND your adjuster has approved the referral prior to treatment.

Non-emergency care...

Once you have selected your treating doctor, you will need to notify your adjuster of your selection by calling and advising them or you can complete the "Treating Doctor Selection Form" pool J12 form and submit to your adjuster.

Complaints

You have the right to file a complaint with the Alliance. You may do this if you are dissatisfied with any aspect of the operation. This includes a complaint about the Alliance or an Alliance doctor. It may also be a general complaint about the PSWCA Direct Contracting Program.

A complainant can notify the PSWCA Direct Contracting Program Grievance Coordinator of a complaint by phone or in writing via mail or fax. Complaints should be forwarded to:

PSWCA Direct Contracting Program
Attention: Grievance Coordinator
P.O. Box 763 Austin, TX 78767
1-866-99-PSWCA (1-866-997-7922)

E-mail: customerservice@pswca.org

Employee Acknowledgment of PSWCA Direct Contracting Program

I have received information that informs me of my employer's relationship with the Alliance and how to get health care if I suffer a work related injury illness.

If I am injured on the job, I understand that:

1. I must choose a treating doctor from the list of doctors provided by my employer or obtain the list myself which is located as www.pswca.org
2. I must go to my treating doctor for all health care for my injury. If I need a specialist, my treating doctor will refer me. If I need emergency care, I may go anywhere.
3. JI Specialty Services for Texas Association of Counties will pay the treating doctor and other referral providers.
4. I may be required to pay for health care received from a provider if that provider is not on the approved list.
5. Making a false or fraudulent workers' compensation claim is a crime that may result in fines and or imprisonment.
6. Additional information regarding the PSWCA is available on my pool's website at www.county.org

Signature

Date

Print Name

Street Address

City, State, Zip Code

Name of Employer: _____

Call 800-752-6301 if you need assistance locating a treating provider.

Please indicate whether this is the:

- Initial Employee Notification
- Injury Notification (Date of Injury: ____/____/____)

PLEASE RETURN THIS FORM TO YOUR HUMAN RESOURCES DEPARTMENT

DO NOT RETURN THIS FORM TO JI SPECIALTY SERVICE UNLESS REQUESTED

Important Contact Information

Alliance website is www.pswca.org

Alliance phone number is 1-866-99-PSWCA (1-866-997-7922

To contact JI Specialty Service call 800-752-6301



**CAMERON COUNTY
WAIVER OF CONFIDENTIALITY**

I understand the information in my worker's compensation file(s) is confidential under Article 8307, 9A, Revised Civil Statutes of Texas. However, I hereby waive that right of confidentiality and both authorize and request that such information be made available to:

Director of Human Resources
Cameron County Courthouse
1100 E. Monroe St. Suite 118
Brownsville, TX 78520
(956) 544-0827

To whom I have made an application for employment.

Signature of Applicant

____/____/____
Date

Applicant's Name (typed)

State of Texas
County of Cameron

Sworn and subscribed to before me this ____ day of _____ 20 ____.

Signature of Notary Public

SEAL

Notary Public's Name (typed)

My commission expires: ____/____/____

This information is requested in accordance with the provisions of Article 402.083(a), Revised Civil Statutes of Texas, as amended.

Revised on -3-07-05