

Solicitation 2013-332

INSURANCE: THIRD PARTY CLAIMS ADMINISTRATION

Bid designation: Public



Collin County

Bid 2013-332

INSURANCE: THIRD PARTY CLAIMS ADMINISTRATION

Bid Number	2013-332
Bid Title	INSURANCE: THIRD PARTY CLAIMS ADMINISTRATION
Bid Start Date	In Held
Bid End Date	Aug 29, 2013 2:00:00 PM CDT
Question & Answer End Date	Aug 22, 2013 5:00:00 PM CDT
Bid Contact	Sara Hoglund CPPB Contract Administrator Purchasing Department 972-548-4104 shoglund@co.collin.tx.us
Contract Duration	365 days
Contract Renewal	3 annual renewals
Prices Good for	90 days
Standard Disclaimer	<p>***Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).***</p> <p>Mailing Address: Collin County Purchasing 2300 Bloomdale Rd., Ste 3160 McKinney, TX 75071</p> <p>Prices bid/proposed shall only be considered if they are provided in the appropriate space (s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.</p> <p>All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.</p>
Bid Comments	<p>Collin County is soliciting proposals from organizations qualified to perform professional claims administration services for teh County's Workers' Compensation Liability Program. The scope of work will encompass various aspects of County operations and requires extensive knowledge and experience across all lines of coverage.</p>

Item Response Form

Item	2013-332--01-01 - Complete Attachment D - Fee Schedule
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Collin County <u>Collin County- See P.O.</u> See P.O. for Delivery Location 2300 Bloomdale Rd.

Ste. 3160
McKinney TX 75071
Qty 1

Description

Complete Attachment D - Fee Schedule.



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

Before commencing work an organization submitting a proposal (hereinafter referred to as “PROPOSER” shall at their expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to Collin County (hereinafter referred to as “COUNTY”). After the award is granted, the PROPOSER shall furnish to the COUNTY Purchasing Agent certificates of insurance executed by the insurer or its authorized agent stating coverage’s, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows: **Collin County, RFP No. 2013-332**

3.1 Commercial General Liability insurance, including, but not limited to coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on an occurrence form.

- Each Occurrence: \$1,000,000
- Premises/Operations: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.2 Workers’ Compensation insurance with statutory limits; and Employers’ Liability coverage:

Employers’ Liability

- Liability, each accident: \$500,000
- Disease, each employee: \$500,000
- Disease, policy limit: \$500,000

3.3 Commercial Automobile Liability insurance covering owned, hired and non-owned vehicles used in connections with the contract.

Combined Single Limit-each accident \$1,000,000

3.4 Professional/Errors & Omissions Liability Insurance to provide coverage against any claim which the bidder and all persons engaged or employed by the bidder become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$5,000,000 per claim, \$5,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the COUNTY.

With reference to the foregoing required insurance, the PROPOSER shall endorse applicable insurance policies as follows:

- 3.5 A waiver of subrogation in favor of COUNTY, its officials, employees, and officers shall be contained for all policies.
- 3.6 All insurance policies shall be endorsed to the effect that COUNTY will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- 3.7 All insurance shall be purchased from an insurance company that meets a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
- 3.8 The vendor's insurance coverage shall name COUNTY as additional insured under the General Liability policy, the Automobile Liability policy and any Umbrella/Excess Liability policy.
- 3.9 All insurance policies shall be endorsed to require the insurer to immediately notify COUNTY of any decrease in the insurance coverage limits.

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals in accordance with Vernon's Texas Code Annotated, Local Government Code 262.

4.1.1 The evaluation criteria will be grouped into percentage factors as follows:

County will conduct an evaluation of all Proposals received in response to this RFP. County will establish a Selection Committee to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the Selection Committee may select proposing organizations for an "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to Commissioners Court approval.

- A. Proposed Fee Schedule (30%)
- B. Responsiveness to the Request for Proposal, including but not limited to the following (25%)
 - 1. Acceptance of the RFP and Contract requirements.
 - 2. Requested information included and thoroughness of response.
 - 3. Understanding and acceptance of the scope of services.
- C. Proposer's capability to provide the requested services, including but not limited to the following (25%)
 - 1. Relevant experience of the Proposer.
 - 2. How well Proposer's loss run system meets our needs.
 - 3. Background of Proposer and support personnel, including professional qualifications.
 - 4. Services provided, including the ability to upload and download information on a scheduled basis to and from County's database, PeopleSoft, to and from the Proposer's database.
 - 5. Ability of Proposer to administer all phases of workers' compensation claims, should the County decide to outsource the workers' compensation portion to the Proposer.
- D. Quality and Accessibility of Analytical Reporting, including but not limited to the following (10%)
 - 1. The extent of the capability of the TPA to timely deliver, electronically, reports pertaining to adjuster notes, status of claims, loss runs and check registers, etc.

- E. References, including but not limited to the following (10%)
1. References and experience in the Texas public sector.
 2. Specific experience with public entity clients.
 3. Accuracy of work performed with clients.

County may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of County.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

- 5.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for **Insurance: Third Party Claims Administration**.
- 5.2 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide Proposer's with sufficient information to prepare a proposal for **Insurance: Third Party Claims Administration**.
- 5.3 Term: Provide for a term contract commencing on October 1, 2013 and continuing through and including September 30, 2014 with the option of three (3) additional one (1) year renewals.
- 5.4 Funding: Funds for payment have been provided through the County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current County fiscal year shall be subject to budget approval.
- 5.5 Price Reduction: If during the life of the contract, the Proposer's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
- 5.6 Price Redetermination: A price redetermination may be considered by County only at the anniversary date of the contract. All requests for price redetermination, 1) shall be in written form, 2) shall be submitted a minimum of ninety (90) days prior to anniversary date (Anniversary date is October 1st of each year), 3) shall list in line item format the items that have changed the cost structure of the TPA, and 4) will also include all documents that would support the price redetermination. County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the county.
- 5.7 Samples/Demos: When requested, samples/demos shall be furnished free of expense to County.
- 5.8 **RESERVATION OF RIGHTS**

County reserves the right to:

- Reject any and all Proposals received.
- Issue a subsequent RFP
- Cancel the entire RFP
- Remedy technical errors in the RFP process
- Negotiate with any, all or none of the respondents to the RFP
- Accept the written Proposal as an offer
- Waive informalities and irregularities
- Accept one or more Proposals

This RFP does not commit County to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of Proposals or in anticipation of a Contract.

5.9 Commissions: County requires that no commissions will be paid for services rendered under this contract.

5.10 Background:

Collin County is soliciting proposals from organizations (hereinafter referred to as "Proposer") qualified to perform professional claims administration services for the County's Workers' Compensation and Liability Program. The scope of the work will encompass various aspects of County operations and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal in the areas of claims administration services.

County purchases excess workers' compensation coverage with a \$500,000 per occurrence retention level. County is comprised of various departments and has a work force of approximately 1600+ employees. A Fiscal Year Summary for workers' compensation (Exhibit A) and a Fiscal Year Incident Summary (Exhibit B) for October 1, 2009 through June 30, 2013 (run as of June 30, 2103), have been included.

County maintains a process of providing 100% of claimant's salary or wage, after the date of a workers' compensation injury, as follows:

- Sheriff's Department – A Peace Officer's salary continues until the employee returns to work, or is able to return to work, or the incumbent Sheriff's term ends.
- All other County employees – 12 weeks. After the 12th week, the employee is placed on Temporary Income Benefits.

County desires to approve content contained in form letters sent with the initial temporary income benefits (TIBS) or impairment income benefits (IIBS) checks sent to a claimant. Letters shall include:

- The purpose/reason for the check (12 week salary continuation ended; IIBS rating given etc.).
- That their regular paychecks will stop until they return to work.
- How the check was calculated and what is included.

County requires Proposer to attach to the initial check sent to the claimant, the letter based upon whether the check is for temporary income benefits (TIBS) or impairment income benefits (IIBS).

County purchases insurance for automobile liability and most general liability exposures. For Public Officials, Law Enforcement and Employment Practices coverage, County carries insurance with a \$50,000 SIR program. Currently, County averages approximately 50+ claims per year for automobile and general liability claims. Approximately 15 claims per year are expected to be automobile and general liability for which the County would give Proposer the responsibility to process claims with bodily injury involved. County will make payments for liability matters. Proposer will also maintain loss reports on all automobile and general liability matters assigned and report monthly to County.

Loss payments, benefits payments, payments to medical providers, etc. will be paid through the TPA. The TPA will issue checks from a County administered checking account established at County's authorized depository bank. Selected Proposer will be required to provide a check register to the County's Risk Manager on a monthly basis. Selected Proposer will also be required to provide and maintain proper security to all checks, payments and transfers.

Proposer could also receive Public Officials or Law Enforcement claims. County insurance carrier requires that for these types of claims/suits that the TPA contract with them to coordinate with our defense counsel and interact with the carrier on matters as per their account handling requirements. Proposer will maintain loss reports on these Public Officials and Law Enforcement claims per the current insurance carrier's requirements. Selected Proposer must be an approved TPA vendor listed on our insurance carrier's "approved" list or be able to meet the requirements to be added to the carrier's approved list.

Additionally, the selected Proposer will be required to provide on demand electronic transmission of the check register to both County's Audit (finance) Department and to County's authorized depository bank for purposes of security and reconciliation of the checking account. The selected Proposer will also annually produce IRS forms 1099-Misc for all vendors and mail the forms to the appropriate vendors by January 31st of each calendar year. These computer and data processing services shall be included in all proposals. The selected Proposer will prepare and submit IRS 1099 data in a magnetic tape format no later than January 31st of each year to County. The Proposer will be responsible for any 1099 penalties or interest that occur for filings they prepared.

The selected Proposer shall not charge County any claim payment, not authorized under the workers' compensation laws of the State of Texas or due to their negligence or oversight (except those specifically authorized in writing by the County.) In the event of such an error, Proposer will automatically reimburse the County within 30 days the full amount of the overpayment plus any collection fees, reimbursement expenses and any legal expenses resulting from claim payments not authorized under the workers' compensation laws of Texas.

Unless specifically stated in section 6.5.3, selected Proposer agrees to reimburse County 10% of the "life of contract" cost if Proposer does not meet the claims handling standards

stated in Attachment “B”, Processing Requirements (Sections “A” – “L”), Reserving (Sections “A” – “D”), and the section on Reporting. Also, unless specifically notated in section 6.5.3, selected Proposer agrees to reimburse County 10% of the life of claim cost if Selected Proposer does not meet the claims handling standards established in Attachment “C”, Sections on “Processing”, “Reserving”, “Reporting”, “File Documentation”, “Investigation” and “Litigation Management”.

County’s designated representative during the RFP process shall be County’s Purchasing Department.

The County’s fiscal year is from October 1 through September 30.

5.11 Statement of Work:

CLAIMS ADMINISTRATION

- A. Each Proposer must be able to handle all lines of insurance claims to include workers’ compensation, automobile liability, and general liability. The County also requests that Proposer list the types of claims Proposer is able to process, and a listing of the numbers of claims, by insurance line, that have been processed in the past year.
- B. The selected Proposer must have an office within 50 miles of County’s main offices with the Account Manager and staff available to handle a multi-line account. Proposer must also have a 1-800 number, in operation, Monday through Friday, 8 a.m. to 5 p.m. central standard time.
- C. Minimum qualifications for personnel handling County claims:

<u>Position</u>	<u>Qualifications</u>
1. Account Manager	Minimum of ten years experience in workers’ compensation, liability, including public entity claims and automobile physical damage claims,
2. Adjuster - Workers’ Compensation	Minimum of five years experience handling workers’ compensation claims, preferably for Texas public entities.
3. Adjuster – Liability	Minimum of five years of experience handling liability claims, preferably for Texas public entities

- D. The selected Proposer will have no less than a dedicated full time staff member assigned to handle County’s claims. In addition, the claim load of each adjuster working on the County’s claims may not exceed the following active claim limits:

Maximum Claims Per Adjuster

Workers' Compensation, Indemnity	125 claims
Workers' Compensation, Medical Only	250 claims
Workers' Compensation, Record Only	350 claims
Liability	200 claims

If the case load for the County adjuster(s) exceeds active claim limits, the Proposer will reduce the active claim load for the County adjuster.

- E. The selected Proposer will designate one adjuster and one Account Manager as the primary contact between County and Proposer. The individual primarily responsible for the management of County account should at least be at an account manager level (whose duties are primarily the supervision of claim files). Proposer agrees to return Collin County telephone calls and e-mails within 8 business hours.
- F. All printed workers' compensation and liability forms which County may require, printed checks for checking accounts, as well as stamped window envelopes for mailing of workers' compensation checks and correspondence will be provided to County at no additional cost.
- G. Selected Proposer will ensure timely delivery of any documentation needed in order for any required medical examination (RME) to be completed at no additional cost to County.
- H. Selected Proposer will have electronic systems available for claims reporting on a 24-hour basis. Provide a description of your on-line computer claims service and a demo log-in if available. Attach a sample copy of an on-line illustration or exhibit of your electronic claims reporting system.
- I. The County desires the Selected Proposer to provide Medical Bill Review services price on a "flat line", "per line" and "per bill" basis and as a percent of savings pricing model. Flat rate pricing is preferred.
- J. Any claim to be disputed by selected Proposer must be submitted in report form to Risk Management for review.
- K. Selected Proposer will assist with approved medical cost containment, case management, risk management, investigation, requests from law firm or any other organization designated by County. Proposer shall list all associated charges/fees on the Fee Schedule.

SUPPORT SERVICES

County will require the following services from the selected Proposer. Any associated costs must be indicated on the Fee Schedule.

- A. A biweekly summary of the workers' compensation checking account, listing all checks, vouchers, voided checks, in numerical sequence, stating date issued, claim number, claimant name, payee, amount, type of benefit paid, and benefit period.
- B. Notification to all active claimants and providers of services of the change in workers' compensation and liability claims administration by County. This notification shall include a statement indicating that all billing of County claims for injuries subsequent to the Contract date should be submitted to the new administrator for processing.
- C. Selected Proposer will meet with the County's Risk Management Department at County's offices as follows:
 - Every three months to review the status and/or handling open claims in excess of \$5,000.
 - Annually during the County's third quarter of the policy year for a Stewardship meeting.
 - As needed for any significant problem claim.
- D. Selected Proposer will respond to requests by the County within 24-hours from time a request is made. If the Proposer needs additional time to complete the request, the Proposer will respond via e-mail or phone with a reasonable estimated time of completion agreed upon by the Risk Manager.
- E. The agreement will include an indemnity provision to protect the County against errors or omissions committed by the TPA. The provision should also specify that the Selected Proposer agrees to hold the County harmless and to indemnify the County for all loss arising out of any claims alleging an error or omission with respect to the services performed by the Proposer.
- F. Selected Proposer must include a description of the policies and procedures of Proposer to ensure and measure internal quality control. A Claims handling manual including the Proposer's best practices specific for Collin County will be provided to the County within 60 days after contract date.
- G. The selected Proposer will be subject to periodic claims audits by internal County staff and/or an independent firm at the discretion of the County.
- H. Currently, TRISTAR RISK MANAGEMENT is the County's contracted TPA. Upon award of this solicitation, any open claims will be transferred to the TPA that is awarded the contract. The current TPA agrees to take all necessary steps to have all loss data history transferred into the new TPA's database within 60 calendar days of loss data history being provided.

- I. Proposer agrees that upon expiration of this agreement Proposer will transfer all hard and soft copies of all County records to County or the new TPA within 30 days at no additional fee, unless specifically identified in the Fee Schedule. Proposer agrees to pay a fee of \$1000.00/week for each partial week beyond the initial 30 days, unless County provides written approval to delay delivery.

6.0 PROPOSAL FORMAT

6.1 The proposal shall be divided into tabbed, marked sections and shall include but not be limited to information for each of the following:

6.1.1 FIRM OVERVIEW

Proposer is requested to define the overall structure of the Firm to include the following:

6.1.1.1 A descriptive background of your company's history.

6.1.1.2 Your principal business location and any other service locations.

6.1.1.3 Your primary line of business.

6.1.1.4 How long you have been selling product(s) and/or providing service(s).

6.1.1.5 The number of locations where your product/services are in use.

Along with the completion of Attachment "A", proposals should include a description of additional claims and support services that Proposer offers and wants to propose in a written presentation form. All Proposers should include any other information that they feel will enhance their opportunities to be awarded a Contract.

The proposal for Claims Administration should include the following:

- A. A statement as to whether or not the designated claims personnel on County's account will also be involved in on-site investigation and other outside claims adjusting functions. Provide details as to when and who would perform these outside functions and the time frame expected.
- B. A description of your diary system including: Collin County's ability to access the diary, images, and reports, timing of diary entries, the frequency that your diary system allows claims supervisory personnel to review open claims, and the frequency that your claims supervisory personnel reviews open claims.
- C. The number of claims you managed in the last 24 months that ended in a lawsuit and the average payout or settlement.
- D. A description of your subrogation process, location of subrogation personnel/office, professional qualifications of those personnel and the previous year's subrogation claim load. Also list any percentages of recovery that Proposer requires as a function of the subrogation process. Also please include the average percent collected on subrogated claims in Texas.

- E. A listing of each County dedicated adjuster, their contact information, and their Supervisor or Team Manager.
- F. A description of communication processes with claimants. Describe what recourse the County will have when adjusters do not return calls in a timely manner as agreed upon or if the County does not feel the adjuster is a “good fit” for the County.
- G. A description of your on-line computer claims service and a demon log-in if available. Attach a sample copy of an on-line illustration or exhibit of your electronic claims reporting system.
- H. A proposed implementation schedule based on a 10/1/13 effective date.

6.2 REFERENCES

- 6.2.1 List three (3) Texas public entity clients of a similar-size or larger than County. Include address, telephone number, contact person and indicate length of the relationship.
- 6.2.2 List the three (3) most recent clients that did not renew their contracts for your services, including address, telephone number, contact person and length of the relationship.
- 6.2.3 List three (3) new Public Sector clients added to your client base within the last three years. Include address, telephone number, contact person and length of the relationship.

6.3 SUPPORTING MATERIALS

- 6.3.1 Proposer is requested to submit with their proposal, three (3) copies of descriptive literature sufficient in detail to enable an intelligent comparison of the specifications proposed with that of the requirements stated herein.

6.4 FINANCIAL STATEMENTS

- 6.4.1 Proposer is requested to submit audited financial statements showing company financial history for the past three (3) years, with their proposal.
- 6.4.2 Provide your average performance based oversight scores for the last 3 years.
- 6.4.3 Provide a copy of your SAS 70 and SOC1 audit reports for the last 3 years.
- 6.4.4 Describe your outside auditing process including if you are audited as an independent entity or as part of a parent corporation. If you are not audited at all, please provide an explanation.

6.5 STATEMENT OF COMPLIANCE.

- 6.5.1 Questions included in this RFP will be used in making a selection and should be addressed by section and number.
- 6.5.2 Proposer must respond to all questions and items listed on the RFP including:
Attachment A – Proposal Form
Attachment B – Workers’ Compensation Minimum Claims Standards
Attachment C - General Liability, Auto Liability, and Professional Liability
Minimum Claims Standards
Attachment D – Fee Proposal
- 6.5.3 Proposer shall list any and all exceptions or deviations from the RFP requirements including Attachments A, B, and C. Any requirements listed in the RFP that cannot be met or complied with in their entirety, or that require separate actions, additional fees or charges, or additional consideration must be detailed in this section. Each requirement listed should identify the section number and page of the item referenced. Requirements not specifically identified in this section will be interpreted as the Proposer’s compliance to the RFP requirements.
- 6.5.4 This RFP and the Proposer’S response shall be included as part of the contract.

6.6 Proposer will inform County in writing, 90 days in advance of any mergers, acquisitions, or divestitures Proposer is preparing to commence.

6.7 Proposer may submit electronically through www.bidsync.com or submit via hard copy and provide one (1) original and three (3) copies of the proposal. Also, please include with the proposal CD’s containing your proposal as submitted (no extra material).

6.8 COSTS/FEES

6.8.1 Proposer shall list all fees and costs for services on Attachment D Fee Schedule or on a duplicated format within the response. Any additional cost not provided for on the fee schedule shall be itemized immediately following the fee schedule.

6.8.1.1 Do fees included in your proposed fee schedule include handling of the claim after suit is filed?

6.8.1.2 Are the fees proposed in the fee schedule for life of the claim or for life of contract pricing?

6.8.1.3 Specify whether or not fees include your firm performing all of the necessary and required State and/or Federal filings. List required filings that your firm will not handle.

6.8.1.4 Describe costs for EDI submission and specify if it is included in the flat rate or if you charge separately.

6.8.1.4.1 Describe your state notification processes including automatic triggers to state on EDI Claims and notifications made to the County advising them of the notifications.

- 6.8.1.5 Indicate the types of allocated claims expenses and amounts which are not included in your per claim costs.
- 6.8.1.6 Do you charge a percentage of recovered savings? If so, in what cases?
- 6.8.2 The County may desire a Medical Provider Network or a Health Care Network for workers' compensation claims. Provide your recommendations regarding a network under chapters 504 and 1305 and describe the pros and cons of each. List costs and fees the County would incur if you were to administer the claims.
- 6.8.2.1 Describe your process to make our employees aware of providers enrolled in your PPO, Medical Provider Network and Health Care Network. Please include any available information as well as copies of any panel cards you may provide. The selected Proposer will be required to create and mail annual provider panel cards to every center within the County's organization.
- 6.8.2.2 How often are your networks updated? How do you propose we handle the problem of a Provider being advertised as enrolled in your network, but refuses to accept a new workers' compensation claimant? Provide a list of Providers within 10 miles of our zip codes. Describe the process we would use to get a Provider in our area nominated to join your current network.

SIGNATURE FORM COLLIN COUNTY, TEXAS

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

- Sole Proprietorship Yes No
- General Partnership Yes No
- Limited Partnership Yes No
- Corporation Yes No
- Other Yes No

List Legal Names in Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror’s failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED “BIDDER/OFFEROR” IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL 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 BID/PROPOSAL.

Company Name	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>
Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

ATTACHMENT A

PROPOSAL FORM CLAIMS ADMINISTRATION SERVICES

CLAIMS ADMINISTRATION

Please answer the following questions regarding your ability to administer workers' compensation, automobile and liability claims for the County. Answers to questions should apply to the specific claims adjusting location that would actually process County claim should you be selected.

COMPANY QUALIFICATIONS

(Note: If a national or regional company, respond **only** for the local branch/office that would handle County's account.)

1. Total number of adjusters inside: _____ outside: _____;
2. Number of public entity clients: _____ % of total clientele;
3. Number of county clients: _____ % of total clientele;
4. Total number of clients: _____;
5. Which claims processing location will be associated with the County account? Attach an Organizational Chart for the specified claims processing location.

6. Please indicate the size of the claims processing location in the following areas:

	Workers' Comp.	Auto Physical Damage	Liability
Number of accounts served			
Average number of claims opened each month			
Average number of claims handled by an adjuster per month			
Number of public entities this office handles			
Average number of claim back log			

7. **Claims Experience**
Please furnish the following information regarding the number of personnel at this

location only, and their experience. Experience should be address as a number of complete years of service as of July 1, 2013). Please classify each employee in only one of the job categories listed below so that the total will be the total number of employees assigned to the location that will provide services to County. Choose the job category that best describes the function of the employees involved. If all categories are inadequate to describe the function of an employee or a group of employees, please create and describe your own category.

	Number of Employees	Most Experienced Employee	Least Experienced Employee	Average Experienced Employee	Texas Experience
Clerical Support					
Claims Technical Referral and/or Support					
Adjusters – Liability					
Adjusters – Workers’ Compensation					
Workers’ Compensation Hearing Representative					
Supervisors					
Account Managers/Executive					

8. **Adjuster Qualifications**

Complete for each adjuster and supervisor who will service County’s account. Please attach each adjuster's Resume.

Adjuster's Name:	_____
Address:	_____
Years of adjusting experience:	_____
Years of public entity adjusting experience:	_____
Length of adjusting service with your firm:	_____
Type of adjusting (i.e. inside/outside/public):	_____
Current number of claims handled per month by type:	
PHC, BRC and CCH:	_____
Liability:	_____
Medical only:	_____
Lost time:	_____
Languages spoken:	_____

9. Provide a graphic demonstration of your claim handling process or workflow by line of coverage. Provide a copy of initial claim acknowledgements. Provide a copy of a closing notice. Provide a copy of your claim status report.
10. Provide information regarding any ongoing training that your employees servicing this account will be required to satisfactorily complete.
11. Provide a copy of your Claim Department Service Standards. Describe your quality control program including your internal audit procedures for the claims office. Include the frequency of the audits, who performs them, and what percentages of claims are audited.
12. Document your reserving philosophy as contained in your Service Standards including how reserves are established and monitored. How are allocated expenses monitored and adjusted? If your Service Standards do not address reserving, identify the reason why they don't.
13. Are the medical bills submitted to a third party for processing/payment? If so, please document who you are currently using and where the County would direct medical bills that come to them? What is the average turnaround time from receipt of bill to payment? Provide a sample of your "Paid Loss Billing" invoice.
14. Provide a sample of a payment made to a medical provider. Is there an "Explanation of Benefits" included with the payment? Describe your quality control program used to ensure all invoices are processed timely and correctly. Attach your written internal control procedures. What are your recourse as well as the County's if the third party payer does not process the invoice correctly? County minimum required standards are indicated in Attachment B and C. List any portion of Attachment B and C for which you cannot comply. Include samples of reports you provide to customers showing cost and savings derived from Medical Bill Review and PPO Network utilization.
15. Provide documentation and any information you have regarding any Pharmacy Program you offer.
16. Describe your Nurse Case Management capabilities. Provide information including samples of any reports you have that document the cost/benefit of Nurse Case Management on a "per claim" basis.
17. Describe your screening and follow-up system for the following:
 - § Duplicate billings and duplicate payments,
 - § Duplicate claims filed against employer's major medical plan or other insurance carriers,
 - § Selection of physician for independent medical exam,
 - § Peer review or other means of reporting suspected medical malpractice,

§ Overpayment of benefits.

18. Do you have a special investigative unit? How is it accessed, and what is your policy on sharing information gathered by your special investigative unit with the County?
19. Describe Performance Guarantees you will offer to Collin County. Provide an example of how a typical performance guarantee is structured. If you do not offer them, please explain why one is not offered.
20. Are you aware of any complaints filed with the Texas Department of Insurance, Texas Workers' Compensation Commission or other agencies regarding claims that you have paid or denied? Yes No.
If "yes", give full details.
21. Do you have all required licenses and permits? Please attach a copy of all licenses and permits required in order to administer claims in Texas.
22. Has your Fidelity Bond or Errors & Omissions coverage ever been refused, non-renewed, or canceled? Yes No If "yes" please explain below.
23. Is your firm currently approved as a Third Party Administrator for any insurance carrier? Yes No If "yes", please furnish the information requested below:
- | <u>Name of Insurer</u> | <u>Lines of Insurance Administered</u> | <u>Amount of Authority</u> |
|------------------------|--|----------------------------|
| | | |
| | | |
| | | |
24. Has any insurance company ever withdrawn its authority? Yes No
If "yes", please explain.
25. Has any principal or current employee of your firm ever been accused or convicted of mishandling or misappropriating funds in the past ten years?
 Yes No If "yes" please explain.
26. List any pending claims against your firm for any liability matters.
27. Do you have the capability of completing all phases of workers' compensation should the County decide to outsource workers' compensation? If no, please explain in detail what phases you will be unable to complete. List any specific requirements you will have for the County to be able to complete the outsource obligation.

28. Do you agree to on-site visits by County to view your operation to determine qualifications?

RISK MANAGEMENT INFORMATION SYSTEM

1. What type of risk management information system (RMIS) will your company use to service this account?
2. Document your claim reporting capabilities and options, i.e., telephone, fax, or internet. Can claims be reported via the internet? Can claims be uploaded and download from the County's internal RMIS PeopleSoft? If yes, describe any additional costs involved with this process, including programming costs if any.
3. Provide a copy of standard and optional information that can be entered by the County in your RMIS for a liability and workers' compensation claim. Provide a sample of the adjuster's notes/activity that the County would be able to access using your RMIS product.
4. What other information may be entered? Does your RMIS allow for customizable fields? If so which fields can be customized to the County's needs? Is there an additional fee for customization?
5. What procedures are in place to ensure the following?
 - i. Accuracy of input data:
 - ii. Security of input data:
6. Describe how you train customers on your RMIS product. Is there a User group where customers can provide feedback and receive enhanced training? Describe on-going technical assistance that is available to County staff using the proposed RMIS. Document any Security or System Requirements for access to your RMIS product. Be sure to address if your product is internet based, if not describe what platform your RMIS system is set up on.
7. Explain any *Ad Hoc* reporting capability at County's disposal, and any associated costs. Indicate if your system provides *Ad Hoc* valuation reports?
8. Will your system provide tailored RMIS reports according to County's needs at no additional cost?
9. Document your capabilities for enhanced coding and report production based on a multilevel hierarchy.

SPECIAL PROGRAMS

Describe any additional special programs or areas of emphasis that you think would be beneficial in helping us to understand your level of expertise:

INSURANCE

Please answer the following questions regarding your firm:

1. Employee Fidelity Bond:

Underwriter: _____

Bond Amount: _____

Term: From: _____ to: _____

Policy Number: _____

2. Professional Liability Coverage:

Insurer: _____

Liability Limit: _____

Term: From: _____ to: _____

Policy Number: _____

3. Commercial General Liability Insurance:

Liability Limit: _____

Term: From: _____ to: _____

Policy Number: _____

ATTACHMENT B

WORKERS' COMPENSATION MINIMUM CLAIMS STANDARDS

1. PROCESSING REQUIREMENTS

- A. Files will be created and assigned within one working day from receipt of the initial report.
- B. 3 point contact with claimant, doctor, and employer will be within one working day from receipt of initial report, either by telephone call or by sending a contact letter.
- C. Diaries will be established so that each case is reviewed at least every 45 days. Confirmation of review will be documented.
- D. Payments to medical providers will be made no later than (1) after the medical bills have been through the TPA's audit process, or (2) within 45 days of receipt of invoices by the TPA.
- E. TPA or an outside agency approved by County will audit medical bills for compliance with state guidelines including causal relationship and reasonableness of charges.
- F. All indemnity cases will be reported to the Index Bureau as soon as the file is created, and a copy will be retained with the file, at no cost to County.
- G. Medical only claims will be reviewed for possible closure no less frequently than every 30 days.
- H. Copies of all written correspondence from the TPA to/from other parties will be provided to County's Risk Manager, or designee, upon request.
- I. All indemnity claims reserved in excess of \$10,000 will receive periodic written reports, at least monthly, to be provided to County accompanied by any pertinent file materials. As an alternative, TPA shall submit reports electronically through the RMIS System via the Internet.
- J. County requires that Proposer's accuracy of processing of medical bills be accurate within 2 %. Proposer will provide monthly compliance reports. Any errors/fines/penalties at or above 2% will be the responsibility of Proposer. If fines are due to the Proposer's failure to report to the state agency then the fines will be the responsibility of the Proposer even if less than 2%.
- K. Consultation with the County's Risk Manager will be as follows:

- Before agreeing to impairment rating of 8% or higher
 - Before disputing a claim
 - Before requesting outside services to include nurse case management, legal referrals, telephonic case management, surveillance, etc.
 - Before sending employees for outside exams
 - To discuss claimant's good faith efforts to seek employment while collecting SIBS payments
 - Setting or changing reserves in amounts of \$10,000 or more
 - Any other claim instructions that are outlined in the Account Specifics
- L. The Proposer will act as our Reporting Agent and report directly any claim involving a claimant who is a Medicare recipient and/or Medicare eligible to the Centers for Medicare and Medicaid Services (CMS). The County requires the Proposer's accuracy regarding this reporting be 100% accurate, any errors/fines/penalties will be the responsibility of the Proposer

2. **RESERVING**

- A. Reserving will be estimated and maintained on the basis of most probable final cost and documented by dated and initialed reserved worksheets. Reserves will be established and reviewed every 30 days.
- B. With the exception of medical only claims, reserve advisory worksheets will be completed for all initial loss estimates and when Total Incurred Reserves for the claim (the entire occurrence, not per claimant or per coverage count) first reach or exceed \$10,000 or more and upon any subsequent increase/decrease of \$10,000 or more.
- C. Reserve worksheets will take into consideration the categories of indemnity, medical, rehabilitation, and allocated expenses, and all major sub-categories of each.
- D. Changes in reserves must be approved by the adjuster's supervisor.

3. **EXCESS REPORTING**

County maintains an excess workers' compensation policy, with a \$500,000 self-insured retention (SIR). Proposer will report to County's excess workers' compensation insurer, the status of all files that reach 50% of the above-cited SIR. County will provide service instructions to Proposer providing all necessary coverage and reporting criteria.

4. **FILE DOCUMENTATION**

A. Thoroughly completed reserve worksheets will be maintained for all indemnity files listing the at least the following:

- Employee Name
- Claim Number
- Date of Worksheet Completion
- Employer Name
- Date of Hire
- Status (New Reserve, Reserve Change, Re-Open)
- Claimant's Occupation
- Date of Injury
- If litigated or Not (Y/N)
- Part of Body affected
- Date of Birth
- If Lost Time (Y/N)
- Rate Method (Temp. Disability, Wage Continuation, Other)
- Earnings/AWW \$_____
- Income Rate \$_____
- Indemnity Paid
- Rehabilitation Paid
- Future Indemnity Weeks #_____ @ Rate \$_____
- # Future Weeks ____ @ Rate \$_____
- Permanent Disability \$_____ (Less Advances of \$_____)
- Formalized Schooling/Training/Tuition Costs \$_____
- Life Pension or Death Benefits \$_____
- Training Supplies/Books/Non-Capital Equipment \$_____
- Lump Sum Awards \$_____.
- Medical Paid \$_____
- Allocated Paid \$_____
- Hospital In Patient or Out Patient \$_____
- Investigation \$_____
- Treatment by Physician, Chiropractor or Others \$_____
- Subrogation \$_____
- Physical Therapy \$_____
- Defense Attorney \$_____
- Drugs/Mileage/Bone Stimulator \$_____
- Other PPO Fees \$_____
- Life Expectancy ____ yrs x Medical Usage \$_____
- Total Allocated \$_____
- Other Medical (AME, QME, Med Case Mgt, UR, Bill Review) \$_____
- Reason for Change - New Fact Discovered, Permanent Disability Rating and Plan of Action for Claim Resolution

- B. All file activity, including telephone conversations or personal meetings and diary reviews will be clearly and accurately documented to reflect the date, individuals involved, content of discussion and plan of action within 4 hours.
- C. Specific direction on the investigation and handling of all indemnity and bodily injury cases will be established within 3 business days from receipt of the initial report and clearly evidenced within the file. All indemnity and bodily injury claims will have a recorded statement from claimant as part of the file documentation.
- D. TPA's basis for acceptance or denial of compensability will be clearly documented and visible in correspondence in records.
- E. Copies of all correspondence, including reports to the County's Risk Manager, or designee, and reports to excess carriers, will be documented in the file.
- F. All files should utilize a checklist. Items to be on the check list should include, but not be limited to the following:
 - § When the accident occurred
 - § When was the injury reported to the employer
 - § When was the injury reported to the TPA
 - § Were there any witnesses
 - § Have there been any previous injuries to the same body area and/or body part
 - § What is the treating doctor's name and address
 - § Is time being missed.
- G. All files, notes, images, correspondence, forms, etc. made a part of any file created as a part of this contract are considered the property of County and will be returned to County upon termination of this contract.
- H. County will be provided access to file imaging in the system.

5. INVESTIGATION AND CASE MANAGEMENT

- A. Initial contact with the claimant will be accomplished or attempted within 24 hours of receiving the claim. All contacts and attempts to make contact will be fully documented. Claim profiles will be prepared on all claimants with two (2) or more prior workers' compensation indemnity claims. Adjuster will actively work with medical professionals, employee and County to enhance County's return to work and limited duty initiatives. All claimants receiving medical treatment, or losing time due to injury on the job, will be contacted on no-less than a monthly basis, until claim closure.

- B. Prior to all initial payments of temporary impairment benefits, and unless a medical report has been received, the medical provider facility will be contacted to establish extent of injury, causal relationship to the alleged incident, and estimated return to work date.
- C. On all indemnity cases, statements as to injury date, time, and cause, as well as prior injuries incurred, and to that body part, will be secured from the claimant, supervisor, witnesses, and any other pertinent parties, within three (3) working days of receipt of initial report.
- D. Medical reports will be obtained, or the medical provider contacted no less frequently than on monthly for verification of continuing indemnity payments.
- E. Telephone or personal contact will be maintained with temporarily disabled employees and the Risk Manager no less frequently than bimonthly, to maintain rapport and to monitor medical progress, return to work status and modified duties.
- F. Surveillance should be considered, following authorization by County, where length or extent of temporary disability is questioned. Outside investigation services, such as a private investigator, will be employed only where necessary and approved by County. Documentation of assignment will include specific reasons for referral. Direction and control will be exercised over the investigator's activities.
- G. Independent medical examinations will be scheduled with qualified County approved physicians in cases where treatment, length of disability or extent of permanent impairment assigned is in question.
- H. Pertinent past medical records will be secured and apportionment addressed in all cases, prior to final resolution of permanent partial disability, Impairment Income Benefits (IIBS) or Supplemental Income Benefits (SIBS).
- I. Vocational rehabilitation will be administered where approved by County.
- J. Benefit payments will comply with the review and maximum medical improvement and impairment/supplemental income benefits of the Texas Department of Insurance, Division of Workers' Compensation, and any statutory updates. The TPA's workers' compensation manager will approve these payments and this information will be submitted to the Risk Manager, or designee, for review/comment in a timely manner.
- K. Review of and authorization for all proposed settlement agreements will be made through County's Risk Manager, or his/her designee, and when in excess of \$10,000, also through County's Commissioner's Court.
- L. Case Management will be assigned according to criteria established by the County and Proposer, charges for case management will not be billed separately. Proposer will communicate verbally, and in writing regarding initiation and outcomes of all case management cases.

- M. Adjuster will attend all Workers' Compensation hearings. Fee Schedule costs include all preparation time and attendance at the hearings.
- N. Any claims with the possibility of subrogation will be the responsibility of the Proposer. Documentation must be given to the County's Risk Manager identifying who is responsible from the Proposer organization to pursue subrogation.

6. **REPORTING**

- A. Please include samples of the types of statistical data and loss reports the selected Proposer will provide monthly. The County desires the ability to run our own reports on-line. Training should be included in costs.
- B. Computer Loss Runs: One (1) electronic copy of a monthly computer produced claims report and management summary will be required by Risk Management no later than the 5th of the following month. That report should include at least the following:
- Management summary (loss analysis) of all claims; reports of all claims by fiscal year (October 1 - September 30) by department, job title; current month new claims; closed claims; all claims by date of injury by fiscal year; all claims by payment type; all claims with total incurred greater than \$10,000; all active claims, in Date of Loss order; all claims with payment in current month with payment detail in Date of Loss order including claims closed that month, and all claims must show if claimant was an indemnity loss, medical only, or incident report.
 - Workers' Compensation loss report showing each department's total incurred paid, outstanding and number of claims with those claims totaled by claim type. An average cost per claim by department must be included by claim type. Lost Work Day Index and Injury Incident Rate, calculated by department will need to be provided. Formats other than described above will be considered in negotiation of the Contract.
 - Loss control report which breaks down injuries by fiscal year by department, cause and type (nature), employee age, years of experience, body part affected, time of day, repeat offenders etc., and shows the monthly trend for each category is also to be provided on a monthly basis. A loss control report which breaks down number of lost time days by employee, department, injury type.
 - Monthly EDI report.

- A loss control report that breaks out claims paid for the current fiscal year vs. prior fiscal years, by month and by department.
- A report for case management costs will be provided to County on a quarterly basis by Proposer.
- On a quarterly basis Proposer will provide a report of legal expenses to County.
- Proposer will provide County an overpayment report by type, reason, and payee and by fiscal year on a quarterly and annual basis.
- Selected Proposer will provide a Claim Summary Report (at no additional charge) to the Risk Manager when reserves on any claim reach \$10,000.00.
- Selected PROPOSER will provide a monthly period comparison and monthly litigation report.
- Selected Proposer will provide a detailed financial report by line of coverage which displays the Total Paid, Total Outstanding and Total Incurred valued at any point in time.

7. LITIGATION MANAGEMENT

- A. Qualified legal Counsel will be retained to represent County in hearings and provide consultation on workers' compensation claims. If outside representation is obtained by Proposer, approval by County will be required. Charges for legal expenses are not to be billed separately; they should be included in the claim file.
- B. Upon referral, a letter from the adjuster will be directed to defense counsel outlining case history, status and work to be performed; TPA will provide file copies to risk management.

8. CLAIM REVIEWS

The County expects four (4) Claim Reviews during the policy year based on the following parameters:

- Workers' Compensation: The threshold for claims to be included in the review will be any open claim with a total incurred value of \$10,000 or higher or any open claim with a loss date of six (6) months or older than the date of the file review.
- The claim reviews are to be conducted in the offices of the County or at the Proposer's office. The location of the claim file review will be at the decision of the County.

- It is expected that the handling adjuster will present their claims in person or by way of conference call. It is also expected that the Account Manager attend every claim review in person, unless otherwise agreed to by the County.

9. STEWARDSHIP MEETING

An Annual Stewardship meeting will be required at the end of third quarter of the policy year. Please provide a copy of a previous stewardship report.

ATTACHMENT C

GENERAL LIABILITY, AUTO LIABILITY, AND PROFESSIONAL LIABILITY MINIMUM CLAIMS STANDARDS

1. PROCESSING

- A. Files will be created and assigned within one working day from receipt of the initial report.
- B. Contact with claimant will be attempted within one working day from receipt of initial report, either by telephone call or by sending a contact letter. All contacts and attempts to make contact will be fully documented. On-site investigation will need to be provided by Proposer when requested or necessary.
- C. Diaries will be established so that each case is reviewed no less frequently than at least every 30 days. Confirmation of review will be documented.
- D. Payment recommendation will be made within one working day after all findings are complete after an investigation of negligence and liability has been established and liability is confirmed.
- E. Damage claims for property damage will be verified by via independent estimate of damage made by a qualified appraiser. Bodily injury cases will be evaluated on the medical facts of the alleged injury. Employer statements and one-year prior W-2 statement and income tax statement will be used to verify confirmation of lost earnings.
- F. All bodily injury cases will be reported to the Index Bureau upon file creation, and a copy will be retained with the file, at no cost to County.
- G. Bodily injury and property damage claims will be reviewed for possible closure no less frequently than every 30 days.
- H. Copies of all written correspondence from the TPA to/from other parties will be provided to the County's Risk Manager, or his designee, for review, upon request.
- I. On all claims reserved in excess of \$10,000, written reports, created no less frequently than bi-monthly, will be provided to County accompanied by any pertinent file materials. As an alternative, TPA shall have the ability to submit reports electronically through the RMIS System.
- J. Approval from the County's Risk Manager is expected prior to any settlement. Settlements for amounts of \$10,000 or more require approval by County's Commissioners' Court. Any recommendation to settle a liability claim will be submitted in writing to County with the following information:
 - Description of the facts and nature of the incident
 - Description of damages and/or injuries
 - An evaluation of the incident

- Claimant's demands
- Recommended settlement amount
- Back up documentation i.e.: estimates, etc.

K. The County requires the Proposer to act as our Reporting Agent and report directly any claim involving a claimant who is a Medicare recipient and/or Medicare eligible to the Centers for Medicare and Medicaid Services (CMS). The County requires the Proposer's accuracy regarding this reporting be 100% accurate, any errors/fines/penalties will be the responsibility of the Proposer

2. **RESERVING**

- A. Reserving will be estimated and maintained on the basis of most probable final cost and documented by dated and initialed reserve worksheets; reserving will be accomplished within five (5) working days of file creation.
- B. Reserve advisory worksheets with supervisor's approval will be completed for all initial loss estimates and when Total Incurred Reserves for the claim (the entire occurrence, not per claimant or per coverage count) first reach or exceed \$25,000 and upon any subsequent increase/decrease of \$25,000 or more.
- C. Reserve worksheets will take into consideration the categories of liability exposure property damage, bodily injury, medical expenses, lost wages and all major subcategories of each.
- D. All reserves and settlements will be keyed into Proposer's database, for access by County, no later than the end of the month in which the claim occurred.

3. **REPORTING**

- A. Proposer will report monthly to County's excess insurer, the status of files which will reach 50% of County's Self Insured Retention (SIR), or deductible. County will provide service instructions to Proposer providing all necessary coverage and reporting criteria
- B. Electronic notification must be made to County Risk Manager within one week the status of liability files which will reach 50% (\$25,000) of the County's liability insurance program Self Insured Retention (SIR), or deductible. County will provide service instructions to Proposer providing all necessary coverage and reporting criteria.
- C. Please provide samples of the types of statistical data and loss reports the selected Proposer will provide monthly. The County desires to run our own reports on-line. Training should be included in costs.
- D. Electronic copy of a monthly computer produced claims report will be required by Risk Management no later than the 5th of the following month. The loss control

report will include general, automobile and any other liability claims by claim type and include: fiscal year, date of loss, department involved, claimant, initial reserve, medical paid out, property paid out, total paid, amount outstanding, total collected through subrogation and costs of subrogation.

4. FILE DOCUMENTATION

- A. Completed reserve worksheets will be contained within all files.
- B. All file activity, including telephone conversations or personal meetings, and diary reviews will be clearly documented to reflect the date, individuals involved, photos, diagrams, statements, or content of discussion and plan of action.
- C. Specific direction on the investigation and handling of all cases will be established within three (3) working days from receipt of the initial report and clearly evidenced within the file.
- D. TPA's basis for recommended acceptance or denial of all liability claims will be clearly documented, and will comply with the Processing steps in #1, A-I above.
- E. Copies of all correspondence, including reports to County's Risk Manager, or his designee, and reports to excess carriers, will be documented in the file.

5. INVESTIGATION

- A. Statements from the claimant, witnesses and County employees will be conducted within three (3) working days of receipt of initial report and documentation in file.
- B. On all cases, statements will be secured from the claimant, witnesses and County within three (3) working days of receipt of initial report. All verbal statements will be converted to written form.
- C. Claimants or their attorneys will be requested to provide medical reports monthly to verify their bodily injury claims.
- D. Outside investigation services will be employed only where necessary and approved by County. Documentation of assignment will include specific reasons for referral. TPA will exercise direction and control over the investigator's activities.
- E. Photographs, accurate descriptions of locations of alleged incidents and property damage estimates are to be maintained as evidence of loss and documented in the file and copied to the Risk Manager, or his designee, upon request.

6. LITIGATION MANAGEMENT

- A. Proposer will abide by guidelines established by County insurance carrier.
- B. County will select legal counsel. Selection will be made on the basis of legal expertise and experience in handling liability cases. County's insurer may assist in this endeavor.

TPA will provide necessary documentation needed by County, carrier or defense counsel on all matters as requested at no charge.

ATTACHMENT D - FEE SCHEDULE

Must be completed and returned. Failure to complete could result in rejection of proposal.

County is requesting proposals on a “fixed cost per claim basis” for the handling of the various types of liability cases referenced. In the case of workers’ compensation indemnity claims, an indemnity file will be defined as an occurrence in which an employee has lost eight (8) calendar days, or subrogation is required, or the amount of medical exceeds \$2500.00. All claims costs and related expenses will be projected by the Proposer and included in the fee quoted.

Services				
Claims Administration	Fee per Claim	Allocated expenses		
Workers Compensation				
- Record Only	\$			
- Medical Only	\$			
- Indemnity	\$			
General Liability				
- Record Only	\$			
- Property Damage	\$			
- Bodily Injury	\$			
Public Officials Liability	\$			
Automobile Liability	\$			
- Bodily Injury	\$			
- Property Damage	\$			
Law Enforcement Liability	\$			
Other	\$			
Life of File or Life of Contract Pricing				
	Fee per Claim	Flat Fee	Fee per Hour	
Preferred Provider Organization including panel cards	\$	\$	\$	
Pharmacy Program	\$	\$	\$	
Field Services/Investigation	\$	\$	\$	
Medical Case Management	\$	\$	\$	
Utilization Review	\$	\$	\$	
Medical Bill Audits	\$	\$	\$	
Independent Experts	\$	\$	\$	
Rehabilitation Services	\$	\$	\$	
Vocational Case Management	\$	\$	\$	
On-Line Computer Services	\$	\$	\$	
Attending TWCC Hearings	\$	\$	\$	
Run-in Costs				
- Workers Compensation	\$	\$	\$	
- Liability	\$	\$	\$	
Run-Off Costs				
- Workers Compensation	\$	\$	\$	
- Liability	\$	\$	\$	

RMIS System and Services – Annual Administration Fee, include training and user identifications	\$	\$	\$	
Subrogation for Property Damage	\$	\$	\$	
Subrogation for Workers’ Compensation	\$	\$	\$	
Litigation Management				
- Attorney Fees	\$	\$	\$	
- Adjuster Fees	\$	\$	\$	
Other Charges/Fees (document section and page #)	Section	\$	\$	\$
	Section	\$	\$	\$
	Section	\$	\$	\$

- Do fees included in your proposed fee schedule include handling of the claim after suit is filed? []Yes []No
- Are the fees proposed in fee schedule for life of this claim or for life of Contract pricing? Please Explain.
- Specify whether or not fees include your firm performing all of the necessary and required State and/or Federal filings. If additional fees are required, state required fees in your response.
- Indicate the types of allocated claims expenses and amounts which are not included in your per claim cost.

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Collin County
Fiscal Year Incident Summary

Collin County 10-1-09 thru 6-30-13 as of 6-30-13

06/01/2013 - 06/30/2013

<u>Fiscal Year</u>	<u>Open</u>	<u>Closed</u>	<u>Total Claims</u>	<u>Paid This Period</u>	<u>Incurred This Period</u>	<u>Paid</u>	<u>Outstanding</u>	<u>Incurred</u>	<u>Recovery</u>	<u>Net Incurred</u>
Period Claimant Type : Bodily Injury										
2009/2010	0	3	3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2010/2011	0	7	7	0.00	0.00	37,189.58	0.00	37,189.58	0.00	37,189.58
2011/2012	1	6	7	0.00	(1,000.00)	38,347.16	30,000.00	68,347.16	0.00	68,347.16
2012/2013	1	0	1	0.00	4,000.00	8,848.79	22,934.26	31,783.05	0.00	31,783.05
Period Claimant Type Total :	2	16	18	0.00	3,000.00	84,385.53	52,934.26	137,319.79	0.00	137,319.79
Period Claimant Type : Incident Only										
2012/2013	0	1	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Period Claimant Type Total :	0	1	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Period Claimant Type : Law Enforcement										
2010/2011	0	5	5	0.00	(1,144.00)	943.30	0.00	943.30	0.00	943.30
2011/2012	0	1	1	0.00	0.00	499.00	0.00	499.00	0.00	499.00
Period Claimant Type Total :	0	6	6	0.00	(1,144.00)	1,442.30	0.00	1,442.30	0.00	1,442.30
Period Claimant Type : Personal Injury										
2009/2010	1	2	3	0.00	0.00	20,839.13	823.30	21,662.43	0.00	21,662.43
Period Claimant Type Total :	1	2	3	0.00	0.00	20,839.13	823.30	21,662.43	0.00	21,662.43
Period Claimant Type : Property Damage										
2009/2010	0	3	3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2010/2011	0	3	3	0.00	0.00	1,098.95	0.00	1,098.95	0.00	1,098.95
2011/2012	1	4	5	0.00	0.00	0.00	100.00	100.00	0.00	100.00
2012/2013	1	1	2	0.00	0.00	0.00	100.00	100.00	0.00	100.00
Period Claimant Type Total :	2	11	13	0.00	0.00	1,098.95	200.00	1,298.95	0.00	1,298.95
Grand Total :	5	36	41	0.00	1,856.00	107,765.91	53,957.56	161,723.47	0.00	161,723.47

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Fiscal Year Summary WC - MO / Ind Group

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Workers Comp - Medical Only / Indemnity Group

06/01/2013 - 06/30/2013

Collin County 10-1-09 thru 6-30-13

Fiscal Year	Claim Type	Open	Closed	Total Claims	Paid This Period	Incurred This Period	Recovery this Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
2009/2010	Indem	2	26	28	482.03	0.00	0.00	350,428.25	59,710.61	410,138.86	(22,675.07)	387,463.79
	MO	0	53	53	0.00	0.00	0.00	28,777.54	0.00	28,777.54	(400.32)	28,377.22
	Rec Only	0	55	55	0.00	0.00	0.00	3,297.43	0.00	3,297.43	0.00	3,297.43
		2	134	136	482.03	0.00	0.00	382,503.22	59,710.61	442,213.83	(23,075.39)	419,138.44
2010/2011	Indem	3	40	43	337.30	(9,829.42)	0.00	371,084.89	11,411.06	382,495.95	0.00	382,495.95
	MO	1	52	53	0.00	(4.90)	0.00	52,508.88	1,885.00	54,393.88	(767.01)	53,626.87
	Rec Only	0	43	43	0.00	0.00	0.00	281.23	0.00	281.23	0.00	281.23
		4	135	139	337.30	(9,834.32)	0.00	423,875.00	13,296.06	437,171.06	(767.01)	436,404.05
2011/2012	Indem	10	41	51	5,510.87	(76.52)	0.00	367,367.33	91,710.11	459,077.44	0.00	459,077.44
	MO	0	71	71	448.44	448.44	0.00	33,331.14	0.00	33,331.14	0.00	33,331.14
	Rec Only	0	45	45	0.00	0.00	0.00	1,342.64	0.00	1,342.64	0.00	1,342.64
		10	157	167	5,959.31	371.92	0.00	402,041.11	91,710.11	493,751.22	0.00	493,751.22
2012/2013	Indem	14	8	22	22,092.16	30,453.77	0.00	118,386.44	166,480.15	284,866.59	0.00	284,866.59
	MO	15	22	37	1,711.01	7,716.16	0.00	21,534.31	18,348.88	39,883.19	0.00	39,883.19
	Rec Only	0	28	28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		29	58	87	23,803.17	38,169.93	0.00	139,920.75	184,829.03	324,749.78	0.00	324,749.78
INDEM Total :		29	115	144	28,422.36	20,547.83	0.00	1,207,266.91	329,311.93	1,536,578.84	(22,675.07)	1,513,903.77
MO Total :		16	198	214	2,159.45	8,159.70	0.00	136,151.87	20,233.88	156,385.75	(1,167.33)	155,218.42
Rec Only Total :		0	171	171	0.00	0.00	0.00	4,921.30	0.00	4,921.30	0.00	4,921.30
Grand Total :		45	484	529	30,581.81	28,707.53	0.00	1,348,340.08	349,545.81	1,697,885.89	(23,842.40)	1,674,043.49

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company

Title of Officer

Name of Officer

Date:

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator 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.</p> <p>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.</p>	OFFICE USE ONLY Date Received
1	<p>Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>
3	<p>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); background: repeating-linear-gradient(45deg, transparent, transparent 2px, #ccc 2px, #ccc 4px); width: 10px; height: 100%;"></div> </div>
4	<p>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); background: repeating-linear-gradient(45deg, transparent, transparent 2px, #ccc 2px, #ccc 4px); width: 10px; height: 100%;"></div> </div>

Adopted 11/02/2005

FORM CIQ

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 other 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.

Empty text box for describing affiliations or business relationships.

6

Signature line

Signature of person doing business with the governmental entity

Date line

Date

Adopted 11/02/2005

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	€	Yes	€	No
Plan Room?	€	Yes	€	No
Collin County Web-Site?	€	Yes	€	No
Facsimile or email from BidSync?	€	Yes	€	No
Other <input type="text"/>				

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	€	Yes	€	No
Downloaded from Company Computer?	€	Yes	€	No
Requested a Copy from Collin County?	€	Yes	€	No
Other <input type="text"/>				

Thank You,

Collin County Purchasing Department

Question and Answers for Bid #2013-332 - INSURANCE: THIRD PARTY CLAIMS ADMINISTRATION

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.