



COLLIN COUNTY

Insurance, Third Party Administration RFP 2017-254

**Geri Osinaike, Senior Buyer
Jack Hatchell Administration Building
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071
(P) 972-548-4107 (F) 972-548-4694
gosinaike@co.collin.tx.us**

Collin County exclusively uses IonWave Technologies, Inc. ([Collin County eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, July 27, 2017** for Request for Proposal **Insurance, Third Party Administration RFP No. 2017-254, and (Court Order)**. Proposers shall use lump sum pricing or unit pricing as needed for the services. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <http://collincountytx.ionwave.net>. Sealed proposals will be opened on **Thursday, July 27, 2017 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, and McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.

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ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, July 13, 2017** and **Thursday, July 20, 2017**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: July 11, 2017
FAX: 972-529-1684

Collin County, Texas

Bid Information

Bid Owner Geri Osinaike, CPPO, CPPB
Senior Buyer
Email gosinaike@co.collin.tx.us
Phone (972) 548-4107
Fax (972) 548-4694

Bid Number 2017-254
Title Insurance, Third Party Claims
Administration

Bid Type RFP
Issue Date 07/11/2017
Close Date 7/27/2017 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Contact Geri Osinaike, CPPO, CPPB Senior
Buyer

Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4107
Fax (972) 548-4694
Email gosinaike@co.collin.tx.us

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____

Contact Name _____

Address _____

Telephone _____

Fax _____

Email _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said 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 proposal.

Signature _____ Date ____/____/____

Bid Notes

Bid Activities

Date	Name	Description
7/20/2017 02:00 PM (CT)	Deadline to Submit Questions	Deadline to Submit Questions Thursday July 20, 2017 at 2:200 pm.
7/20/2017 05:00 PM (CT)	Intent to Submit Proposal	Do you intend to submit a proposal?

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	Cover Sheet TPA.pdf	Cover

Header	Legal Notice Insurance, TPA RFP 2017-254.pdf	Legal Notice
Header	General_Instructions_Proposals (1).pdf	General Instructions
Header	Terms_of_Contract_Proposals.pdf	Terms of Contract
Header	Insurance updated 1-26-2015.doc	Minimum Insurance Requirements
Header	Specification 6-26.pdf	Specification
Header	Attachment A_TPA QUESTIONNAIRE 2017 6-26.pdf	Attachment A
Header	Attachment B_RFP Questionnaire 6-26.pdf	Attachment B
Header	Attachment C_WC Claims Admin Questionnaire_2017 6-26.pdf	Attachment C
Header	Attachment D_Auto-GL Claims Admin Questionnaire_2017 6-26.pdf	Attachment D
Header	Attachment E- Fee Schedule_2017 6-26.pdf	Attachment E
Header	HB23 CIQ 2017-254.pdf	Information Regarding Conflict of Interest Questionnaire
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	Bid Packet - TPA.pdf	Bid Document (Complete if submitting Manual)
Header	W9_2014.pdf	W-9

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Proposal/Response to Section 6.0
2	YES	Attachment A
3	YES	Attachment B
4	YES	Attachment C
5	YES	Attachment D
6	YES	Attachment E

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Delivery	Delivery will be F.O.B. inside delivery at Collin County designated locations and all transportation charges are to be paid by the supplier to destination.	_____ (Required)

Please state delivery in calendar days from date of order.

- 2 Exceptions Do you take exceptions to the specifications. If so, by _____ (Required)
separate attachment, please state your exceptions.
Valid Responses: [Please Select], Yes, No
- 3 Insurance I understand that the insurance requirements of this _____ (Required)
solicitation are required and a certificate of insurance shall
be submitted to the Purchasing department if I am
awarded all or a portion of the resulting contract.

Please initial.
- 4 Subcontractors State the business name of all subcontractors and the _____ (Required)
type of work they will be performing under this contract.

If you are fully qualified to self-perform the entire contract,
please respond with "Not Applicable-Self Perform".
- 5 Reference No. 1 List a company or governmental agency where these _____ (Required)
same/like products /services, as stated herein, have been
provided.

Include the following: Company/Entity, Contact, Address,
City/State/Zip, Phone, and E-Mail.
- 6 Reference No. 2 List a company or governmental agency where these _____ (Required)
same/like products /services, as stated herein, have been
provided.

Include the following: Company/Entity, Contact, Address,
City/State/Zip, Phone, and E-Mail.
- 7 Reference No. 3 List a company or governmental agency where these _____ (Required)
same/like products /services, as stated herein, have been
provided.

Include the following: Company/Entity, Contact, Address,
City/State/Zip, Phone, and E-Mail.
- 8 Cooperative Contracts As permitted under Title 8, Chapter 271, Subchapter F, _____ (Required)
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 inter-local 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?
Valid Responses: [Please Select], Yes, No
- 9 Preferential Treatment The County of Collin, as a governmental agency of the _____ (Required)
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).

1. Is your principal place of business in the State of Texas?

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

10 Debarment Certification

I certify that neither my company nor an owner or principal _____ (Required) of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

Please initial.

11 Immigration and Reform Act

I declare and affirm that my company is in compliance with _____ (Required) 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 by Collin County.

Please initial.

12 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code _____ (Required) requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

13 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior _____ (Required) understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

Please initial.

14 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires _____ (Required)
a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

15 Notification Survey

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

How did you receive notice of this request?
Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other

16 Proposer Acknowledgement

Proposer acknowledges, understands the specifications, _____ (Required)
any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. 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 Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If 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 Request for Proposal.

Please initial.

Line Items

#	Qty	UOM	Description	Response
1	1		Complete Attachment E - Fee Schedule	\$ _____ (Optional) No Price

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

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

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

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 ionWave Technologies, Inc. (Collin County eBid) 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 submittal may not be withdrawn or canceled by the 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 Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), 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 RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP 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. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin 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 RFP/CSP, 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 a Request for Proposal or 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 Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/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. **Collin County eBid** <https://collincountytexas.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. 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 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP 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.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

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

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

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP 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 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 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.

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 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 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 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 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).

2.11.2 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).

2.12 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.

2.13 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.

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

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

2.16 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.

2.17 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.

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

2.18.1 Collin County Purchase Order Number;

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

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

- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 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.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 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.
- 2.24 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.
- 2.25 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.
- 2.26 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.
- 2.27 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.
- 2.28 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.
- 2.29 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.
- 2.30 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.

2.31 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.

2.32 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 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 proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 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.

2.34 Delays and Extensions of Time when applicable:

2.34.1 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/Engineer may determine.

2.34.2 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.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send

completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

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

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

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

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

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

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 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 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Offerors may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days. Incomplete or noncompliant RFPs may be disqualified.

LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS

- 4.1.1 Conformance with RFP guidelines and submittal requirements. The following documents shall be submitted as part of the proposal. Failure to provide these documents shall deem vendor as non-responsive.

4.1.1.1 Response to Section 6.0

4.1.1.2 Attachment A through E

LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

- 4.1.2 The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

CRITERIA		VALUE
Economic evaluation of the proposed fee schedule	(Attachment E)	30
Responsiveness to the RFP	(All Parts)	20
Proposer's capability to provide the requested services	(Attachments A through D)	30
Quality and accessibility of analytical reporting	(Attachments A through D)	10
Proposer references	(Section 6.1.5)	10
Total Value		100

LEVEL 3 – DEMONSTRATION AND INTERVIEWS (*OPTIONAL*) (MAXIMUM 100 POINTS)

The Evaluation Committee may request to hear oral presentations and/or site visits from selected offerors that have been elevated to Level 3. Should site visits be requested, the committee will select sites to visit where the proposed solution is fully functional. Offerors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request them. The oral presentation is an opportunity for the County Evaluation Committee to ask questions and seek clarification of the proposal submitted. Time scheduled for any presentation will be structured with a minimum time for the contractor to make an initial presentation with the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting contractors will be notified of time and date.

The following criterion is optional and will be used to evaluate those contractors elevated for interviews.

Points	Evaluation Criteria
50	Demonstration/Interview
50	Response to clarification questions and possible site visits

LEVEL 4 –BEST AND FINAL OFFER

Offerors who are susceptible of receiving award will be elevated to Level 4 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals will be re-evaluated based upon Criteria in level 2 and 3.

Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other contractors that have submitted bids and enter into negotiations with them.

5.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

5.1 Overview: Collin County is conducting a vendor search to select a qualified third party administrator to perform professional claims administration services for the county's workers' compensation, general liability, and automobile liability programs.

5.2 Current Program: Collin County is a self-insured public entity that purchases an excess workers' compensation policy with a \$500,000 per occurrence retention. Collin County also purchases auto liability and general liability coverage with a \$50,000 per occurrence retention. Currently, Collin County averages approximately 50+ claims per year for automobile and general liability claims. An estimated 15 general

liability and auto liability claims will be handled by the Third Party Administrator (TPA) per year. Some liability and automobile claims are handled in house so this is only an estimate and not a guarantee. The current Third Party Administrator for all Collin County claims is TriStar Risk Management.

To better assist the offeror in understanding the scope of services, the following additional information has been provided:

- Exhibit One: FY Claim Summary as of 5-31-17, A fiscal year summary for workers' compensation for the previous three years
- Exhibit Two: Liability, A fiscal year Automobile and General Liability incident summary for the previous three years

5.3 Authorization: By order of the Commissioner's Court of Collin County, Texas, sealed proposals will be received for RFP No. 2017-254, Insurance, Third Party Claims Administration

5.4 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare an RFP response for Insurance: Third Party Claims Administration.

5.5 Term: The County wishes to enter into contract(s) for three (3) years with the option of annual renewals for two (2) years. The County requests a minimum rate guarantee for three (3) years. Any offeror providing definable limits on future renewals may receive preference. Provide for the first year the contract commencing on October 1, 2017, through September 30, 2018.

5.6 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email gosinaike@co.collin.tx.us, Geri Osinaike, Senior Buyer.

5.7 Funding: Funds for payment have been provided through the Collin 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 Collin County fiscal year shall be subject to budget approval.

5.8 Price Reduction: If during the life of the contract, the vendor'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 Collin County.

5.9 A price re-determination may be considered by Collin County only at the anniversary date of the contract. For purpose of this contract the anniversary date will be October 1st of each year. All requests for price re-determination shall be in written form, shall be submitted a minimum of ninety (90) days prior to anniversary date and shall include documents supporting price re-determination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid.

Collin County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County.

5.10 Approximate Value: The estimated value of this contract is \$45,000.00. Approximate value does not constitute an order.

5.11 Samples and Demonstrations: When requested, samples and/or demonstrations shall be furnished free of expense to Collin County.

5.12 All invoices shall be sent to:

Collin County Auditor	with copy to:	Collin County Risk Manager
2300 Bloomdale Rd		2300 Bloomdale Rd
Suite 3100		Suite 4117
McKinney, TX 75071		McKinney, TX 75071
accountspayable@collincountytexas.gov		erjohnson@collincountytexas.gov

5.13 Pricing and Fees: The RFP may contain questions or information requests that require detailed responses or attachments. Read each section thoroughly, and include your responses in numerical order.

5.13.1 Incurred Expenses: There is no expressed or implied obligation for Collin County to reimburse offerors for any expense incurred in preparing proposals in response to this request, and Collin County will not reimburse anyone for these expenses. Collin County will consider proposals from all responsible offerors.

5.12.2 Any and all set-up costs or termination fees should also be included.

5.13.3 Any and all costs must be disclosed in Attachment E- Fee Schedule. The county does not want any bundled charges to be listed. The offeror's response should break down all charges by line item including commissions or fees.

5.13.4 The county desires that the offeror disclose any discount associated with the cost for the proposed fees in the event the county pays all costs up-front and/or any penalty associated should the county pay the cost over the period of a year.

5.13.5 Changes in the annual fee can only be instituted on a policy anniversary date, and it is requested that the selected offeror provide notice of changes in the annual fee at least 90 days before renewal.

5.14 Negotiations: Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. All offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

5.14.1 Offerors may be required to submit additional data during the process of any negotiations.

5.14.2 Collin County reserves the right to negotiate the price and any other term with the offerors.

5.14.3 Any oral negotiations must be confirmed in writing prior to award.

5.15 PROPOSAL SCHEDULE

RFP released:	July 11, 2017
Deadline for submission of contractor questions:	July 20, 2017 at 2:00 p.m.
Proposals due:	July 27, 2017 at 2:00 p.m.
Award of Contract:	September 2017
Effective date of contract:	October 1, 2017

Collin County reserves the right to change the schedule of events as it deems necessary.

6.0 PROPOSAL FORMAT

In accordance with the directions below, offeror shall provide a response for each item in sections all of 6.0 and Attachments B through E in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, offeror shall state that and refer to Section 7.0 Exceptions, with explanation.

Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytexas.ionwave.net> or submitted via CD-ROM or Flash Drive. Electronic submissions are preferred.

6.1.2 If submitting manually, provide one original and electronic files, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

6.1.3 Title Page: Title page shall show the RFP subject, the offeror's name, the name, address, and telephone number of a contact person, and the date of the proposal.

6.1.4 Transmittal Letter: Offer shall include a signed letter briefly addressing the offeror's understanding of the insurance program being requested, the commitment to provide the coverage and services required, and a statement explaining why the offeror believes itself to be best qualified to provide the coverage and service detailed within this RFP.

6.1.5 Detailed Proposal: Complete the attached documents:

- Attachment A- TPA Questionnaire
- Attachment B- RFP Questionnaire
- Attachment C- Workers' Compensation Minimum Claims Handling Standards
- Attachment D- Auto Liability and General Liability Minimum Claims Handling Standards
- Attachment E- Fee Schedule.

In addition, all requests for information included in the body of the RFP should be answered in order and include item numbers in response. The detailed proposal shall address the ability to provide services for each requirement as set forth in this RFP. Any options or alternatives to the requirements set forth in this RFP should be shown as dollar adjustment(s) to the provided quotation. All charges and fees should be itemized and listed in Attachment E.

6.1.6 Executive Summary: Please include with your proposal a management summary that outlines the competitive advantages of your proposal. Summarize the key points of the proposal for non-technical, executive review. Please detail any differences between Collin County's current program and the program you offer. If no differences are noted in the executive summary, your program will be deemed to be consistent with Collin County's current program.

6.1.7 Offeror References: References in each category should be unique clients. The offeror shall furnish the following reference information:

6.1.7.1 Name, address, contact name, email, and telephone number for three (3) existing clients with a three (3) or more year history with the offeror. It is preferred that references be other governmental entities of similar size or larger than Collin County if possible.

6.1.7.2 Name, address, contact name, email, and telephone number for three (3) most recent clients that did not renew their contracts for your services within the last year.

6.1.7.2.1 Provide a short explanation of why services were not renewed.

6.1.7.3 Name, address, contact name, email, and telephone number for three (3) new public sector clients added to your client base within the last three years, either city or county.

6.1.8 Provide information on all current litigation and any litigation within the past three years.

6.1.9 Statement of Compliance: All offerors to this RFP shall detail, in a single location titled “Exceptions,” any and all exceptions or deviations from the RFP requirements. Any requirements listed in the RFP that cannot or will not be met or complied with in their entirety, or that require separate actions, additional fees or charges, or additional consideration must be described in this section. Requirements not specifically identified in this section will be interpreted as the offeror’s compliance to the RFP requirements.

6.1.10 Additional Information: Please include any additional information that may be pertinent to this RFP. Collin County intends to consider all aspects of the proposed services in determining what the best overall package is for Collin County employees. Include this information in section 8.0 other information in the RFP response.

6.1.11 You must submit your responses in the order that is provided in the RFP.

6.1.12 This RFP and the offeror’s response shall be included as part of the contract.

7.0 EXCEPTIONS

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

8.0 OTHER INFORMATION

Provide any additional information that may be pertinent to the RFP as directed in section 6.1.10

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED AND FAILURE TO PROVIDE THE INFORMATION IN THE ORDER REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ATTACHMENT A- TPA QUESTIONNAIRE

COLLIN COUNTY, TEXAS

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 Collin County claims.

1. COMPANY QUALIFICATIONS

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

Total number of adjusters inside the organization: _____ outside the organization: _____;

Number of public entity clients: _____; _____% of total clientele;

Number of county clients: _____; _____% of total clientele;

Total number of clients: _____;

Which claims processing location will be associated with Collin County?

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			

2. ADJUSTER QUALIFICATIONS

Complete for each adjuster who will service Collin County's account. Please attach each adjuster's resume.

Adjuster's Name:	_____
Address:	_____
Years of adjusting experience:	_____
Years of public entity adjusting experience:	_____
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:	_____

3. SUPERVISOR QUALIFICATIONS

Complete for each supervisor who will service Collin County's account. Please attach each supervisor's resume.

Supervisor's Name:	_____
Address:	_____
Years of adjusting experience:	_____
Years of public entity adjusting experience:	_____
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:	_____

4. Describe Performance Guarantees you will offer to Collin County. Provide an example of how a typical performance guarantee is structured.

5. Have any complaints been 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.

6. As outlined in Article 3 Section 52e of the Texas Constitution, Collin County is required to pay the full salary of the Sheriff, Deputy Sheriffs, Constables, Deputy Constables and other county and precinct law enforcement officials who are injured in the course of their official duties. Are you capable of issuing full payments to law enforcement officers who qualify for this provision? Have you ever encountered this scenario with another county client? If so, describe how you handled this situation.

7. What type of risk management information system (RMIS) will your company use to service this account? Will Collin County have access to this system? If yes, please explain what information Collin County can access in the system.

8. Document your claim reporting capabilities and options, i.e., telephone, fax, or electronic. Can claims be reported electronically? Can claims be uploaded and downloaded from the county's internal PeopleSoft system? If yes, describe any additional costs involved with this process, including programming costs if any.

9. 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.

10. 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 and/or other communications you may provide. Describe your process if no provider for a required service is available in the network.

11. 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 25 miles of our zip codes (75071, 75442, 75034, and 75074). Describe the process we would use to get a Provider in our area nominated to join your current network.

12. Please provide information on training programs or opportunities that can be provided through your company or selected insurance carrier. Please include information about the fees associated with these training programs.

13. Provide your average performance based oversight scores for the last three (3) years.

2016	
2015	
2014	

14. **REQUESTED DOCUMENTATION**

Please attach each document to this questionnaire and label them for easy reference.

- 14.1 Attach an organizational chart for the specified claims processing location.
- 14.2 Provide a graphic demonstration of your claim handling process or workflow by line of coverage.
- 14.3 Provide a copy of a closing notice.
- 14.4 Provide a copy of your claim status report.
- 14.5 Provide a copy of your Claim Department Service Standards. Include the frequency of the audits, who performs them, and what percentages of claims are audited.
- 14.6 Include samples of reports you provide to customers showing cost and savings derived from Medical Bill Review and PPO Network utilization.
- 14.7 Provide documentation and any information you have regarding any pharmacy program you offer.
- 14.8 Provide a sample of the adjuster's notes/activity that the county would be able to access using your RMIS product.
- 14.9 Please include samples of the types of statistical data and loss reports the selected offeror will provide monthly. The county desires the ability to run our own reports online. It is expected that training is included in costs.
- 14.10 Provide a description of your online computer claims service and a link with login information for demonstration if available. Attach a sample copy of an online illustration or exhibit of your electronic claims reporting system.
- 14.11 Copies of your audited financial including balance sheets and income statements for the last three (3) years.
- 14.12 Plans for merger/divestiture or a major capital investment or divestment or major claims administration conversion during the next 12 months
- 14.13 Copies of your SAS 70 and SOC1 audit reports for the last three (3) years

**Attachment B-
RFP Questionnaire**

Vendor Name:

RFP responders are required to respond to all requests for information contained in this questionnaire. Your responses to the questions should be based on your current proven capabilities. Should there be instances where certain questions are not applicable to your organization or its operations, please indicate this by selecting "N/A". All "No" or "N/A" answers recorded in this questionnaire require additional information. Additional information to accompany those answers MUST be detailed in the Exceptions section (7.0) of your response. Failure to do so may result in disqualification.

If you are selected to administer this plan, your responses to the questionnaire will be considered part of your contractual responsibilities.

Please answer by placing an "X" in the appropriate response column. DO NOT add extra rows/columns.

General Requirements		Yes	No	N/A
1	Offeror agrees that loss payments, benefit payments, payments to medical providers, etc. will all be paid by the TPA. The TPA will issue checks from a county administered checking account established at Collin County's authorized depository bank. The selected offeror will be required to provide a check register to the county's Risk Manager and Auditor's office on a monthly basis. The selected offeror will also be required to provide and maintain proper security to all checks, payments, and transfers.			
2	The selected offeror will be required to provide on demand and a minimum of every two (2) weeks an electronic transmission of the check register to both Collin County's Audit (finance) Department and to Collin County's authorized depository bank for purposes of security and reconciliation of the checking account. These computer and data processing services shall be included in all proposals. Do you comply with this provision?			
3	The selected offeror agrees to prepare and submit IRS 1099 data in a magnetic tape format no later than January 31st of each year to Collin County. The offeror will be responsible for any 1099 penalties or interest incurred for filings they prepared.			
4	The selected offeror agrees to annually produce the IRS form 1099-Misc for all vendors and employees and mail the forms to the appropriate vendors and employees by January 31st of each calendar year.			
5	The selected offeror agrees not to charge Collin 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).			

General Requirements		Yes	No	N/A
6	In the event of such an error as stated in (question 5), the offeror agrees to 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.			
7	Offerors will receive Public Officials and Law Enforcement claims. Collin County's insurance carrier requires that for these types of claims and/or lawsuits that the TPA coordinate with our defense counsel and interact with the insurance carrier on matters as per their account handling requirements. Offerors will maintain loss reports on Public Officials and Law Enforcement claims per the current insurance carrier's requirements. The selected offeror 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. Do you agree to this provision?			
8	The selected offeror agrees to reimburse Collin County 10% of the "life of contract" cost if the offeror does not meet the claims handling standards stated in Attachments "C" or "D".			
9	The offeror agrees that all printed workers' compensation and liability forms, checks, envelopes etc. that Collin County may require will be provided to the county at no additional cost.			
10	The selected offeror agrees to ensure delivery of any documentation needed in order for any required medical examination (RME) to be completed at no additional cost to the county.			
11	The offeror acknowledges that Collin County has a salary continuation program which pays employees 100% of their salary for the first 12 weeks of time lost. The offeror will start Temporary Income Benefits (TIBs) payment once that time has been exhausted.			
12	As outlined in Article 3 Section 52e of the Texas Constitution, Collin County is required to pay the full salary of the Sheriff, Deputy Sheriffs, Constables, Deputy Constables and other county and precinct law enforcement officials who are injured in the course of their official duties. Offeror agrees to pay the full salary of the injured law enforcement as required by Texas law.			
13	Each offeror must be able to handle all lines of insurance claims to include workers' compensation, automobile liability, and general liability. Can you comply?			
14	The selected offeror must have an office within 50 miles of Collin County's main offices with an Account Manager and staff available to handle a multi-line account. The offeror must also have a 1-800 number, in operation, Monday through Friday, 8 a.m. to 5 p.m. central standard time. Are you able to provide these services?			
15	Minimum Qualifications for Account Manager: Include this information on the resume. Minimum of ten years' experience in workers' compensation, liability three of it in Texas preferred, including three years with a public entity claims and automobile liability claims preferred. Knowledgeable about requirements and legislation affecting Texas public entities. Do you agree to meet these qualifications?			

General Requirements		Yes	No	N/A
16	Minimum Qualifications Adjuster- Workers' Comp: Include this information on the resume. Minimum of five years' experience handling workers' compensation claims two of it in Texas preferred. Knowledgeable about requirements and legislation affecting Texas public entities. Do you agree to meet these qualifications?			
17	Minimum Qualifications Adjuster- Liability: Include this information on the resume. Minimum of five years of experience handling liability claims two of it in Texas preferred. Knowledgeable about requirements and legislation affecting Texas public entities. Do you agree to meet these qualifications?			
18	Will Collin County have an adjuster dedicated solely to its account?			
19	The selected offeror agrees to have a designated full time staff member assigned to handle Collin County's claims. In addition, the claim load of each adjuster working on the county's claims may not exceed the following total active claim limits: Workers' Compensation, Indemnity 125 claims Workers' Compensation, Medical Only 250 claims Workers' Compensation, Record Only 350 claims Liability 200 claims			
20	If the caseload for the county's adjuster(s) exceeds active claim limits, the offeror agrees to reduce the active claim load for the county adjuster by reducing their caseload from other accounts within 30 days, an open claims report will be provided quarterly and as requested. Do you agree to comply?			
21	The selected offeror agrees to designate one adjuster and one Account Manager as the primary contact between the county and the offeror. The individual primarily responsible for the management of Collin County's account should at least be at an account manager level (whose duties are primarily the supervision of claim files).			
22	The offeror agrees to assign a different qualified adjuster at Collin County's request.			
23	The selected offeror will have electronic systems available for claims reporting during normal business hours with the capability to enter claims after hours in an emergency. Are you able to provide this service?			
24	The offeror agrees that Collin County will have access to information contained in the RMIS.			
25	The offeror acknowledges that it has security measures/cyber insurance to protect data that is entered into the offeror's RMIS.			

General Requirements		Yes	No	N/A
26	The offeror agrees to provide training to Collin County employees on its RMIS.			
27	The offeror agrees to provide technical support when issues occur involving its RMIS.			
28	The offeror agrees to return Collin County telephone calls and e-mails within four (4) business hours. This includes calls from the Risk Manager, Human Resources Generalist, upper management with Collin County, and employees.			
29	The selected offeror agrees to respond to requests by the county within 24-hours of the initial request. If the offeror needs additional time to complete the request, the offeror will respond via e-mail or phone with a reasonable estimated time of completion agreed upon by the Risk Manager.			
30	Any claim to be disputed by the selected offeror must be submitted via email in report form to Risk Management for review. Do you agree to this provision?			
31	<p>The selected offeror agrees to meet with the county's risk management team at Collin County offices as follows:</p> <ul style="list-style-type: none"> • Every three months to review the status and/or handling open claims in excess of \$5,000 and any open claims with a loss date of six (6) months or older. Other claims may reviewed at the discretion of the Risk Manager. • Annually during the county's third quarter of the policy year for a Stewardship meeting. • As needed for any significant problem claim. 			
32	Offeror acknowledges that an annual stewardship meeting will be required at the end of third quarter of the policy year. The annual meeting will be conducted in the offices of the county. It is expected for data to be presented in presentation format with comparisons to other like entities to include both state and federal averages as well. One month prior to the stewardship meeting, the Account Manager must contact the Risk Manager, they will identify what needs to be presented.			
33	<p>Collin 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.</p> <p>Letters shall include:</p> <ul style="list-style-type: none"> • The purpose of the check (12-week salary continuation ended; IIBS rating given etc.). • Explanation that the regular paychecks from Collin County will cease until they return from work. • How the check was calculated and what is included in the payment <p>Do you agree with this provision?</p>			
34	The selected offeror agrees to assist with approved medical cost containment, case management, risk management, investigation, requests from law firm or any other organization designated by the county.			

General Requirements		Yes	No	N/A
35	The offeror agrees to provide 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.			
36	The offeror agrees to provide notification to all active claimants and providers of services of the change in workers' compensation and liability claims administration by the 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.			
37	The offeror agrees to provide a claims handling manual including the offeror's best practices specific for Collin County to the county within sixty (60) days after October 1 st .			
38	The offeror 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 offeror 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 offeror.			
39	Offeror agrees to annual or as requested claims audits by internal county staff and/or an independent firm at the discretion of the county.			
40	Do you have a procedure in place to catch duplicate billings?			
41	Do you have a procedure in place to catch duplicate payments?			
42	Do you screen for duplicate claims filed against the employer's major medical plan?			
43	Do you have all required licenses and permits required in order to administer claims in Texas?			
44	Has your Fidelity Bond or Errors & Omissions coverage ever been refused, non-renewed, or canceled? If yes, please explain in Section 7.0 Exceptions.			
45	Is your firm currently approved as a Third Party Administrator for all insurance carriers? If no, please list the carriers for which you are not approved in section 7.0 Exceptions.			
46	Has any insurance company ever withdrawn its authority? If yes, please explain in section 7.0 Exceptions.			
47	Has any principal or current employee of your firm ever been accused or convicted of mishandling or misappropriating funds in the past ten years? If yes, please explain in section 7.0 Exceptions.			
48	Do you agree to on-site visits by the county to view your operation to determine qualifications?			
49	Offeror agrees to keep the county informed on any change in local, state and federal legislation pertaining to workers' compensation or liability claims.			

General Requirements		Yes	No	N/A
50	The selected offeror agrees that upon expiration or termination of this agreement the selected offeror will transfer all hard and soft copies of all county records to the county or the new TPA within thirty (30) days at no additional fee, unless specifically identified in the Fee Schedule.			
51	The offeror agrees to pay a fee of \$1000.00/week for each partial week beyond the initial 30 days that records have not been transferred, unless the county provides written approval to delay delivery.			
52	Offeror agrees that if there is a difference in the policy compared to the information provided and agreed upon in the RFP response, the RFP responses will prevail.			

**Attachment C-
Workers' Compensation
Minimum Claims Handling Standards**

Vendor Name:

RFP responders are required to respond to all requests for information contained in this questionnaire. Your responses to the questions should be based on your current proven capabilities. Should there be instances where certain questions are not applicable to your organization or its operations, please indicate this by selecting "N/A". All "No" or "N/A" answers recorded in this questionnaire require additional information. Additional information to accompany those answers MUST be detailed in the Exceptions section (7.0) of your response. Failure to do so may result in disqualification.

If you are selected to administer this plan, your responses to the questionnaire will be considered part of your contractual responsibilities

Please answer by placing an "X" in the appropriate response column. DO NOT add extra rows/columns.

Workers' Compensation Minimum Claims Handling Standards		Yes	No	N/A
1	Files will be created and assigned within one (1) working day from receipt of the initial report.			
2	Three-point contact with claimant, doctor, and employer will be made within one working day from receipt of initial report, either by telephone call or by sending a contact letter.			
3	Diaries will be established so that each case is reviewed at least every (45) forty-five days. Confirmation of review will be documented.			
4	Payments to medical providers will be made no later than one (1) day after the medical bills have been through the TPA's audit process, or within 45 days of receipt of invoice by the TPA.			
5	TPA or an outside agency approved by the county will audit medical bills for compliance with state guidelines including causal relationship and reasonableness of charges.			
6	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 the county.			
7	Medical only claims will be reviewed for possible closure no less frequently than every 30 days.			
8	Copies of all written correspondence from the TPA to/from other parties, medical records, and other information contained in the file will be provided to the county's Risk Manager, or designee, upon request at no additional charge.			

Workers' Compensation Minimum Claims Handling Standards		Yes	No	N/A
9	All indemnity claims reserved in excess of \$10,000 will receive periodic written reports, at least monthly, to be provided to the county accompanied by any pertinent file materials. The reports must be sent electronically through either email or through the offeror's RMIS. Will you comply?			
10	The county requires that the offeror's 100% accuracy of processing of medical bills. The offeror agrees to provide monthly compliance reports. Any errors/fines/penalties will be the responsibility of the offeror. If fines are due to the offeror's failure to report to the state agency then the fines will be the responsibility of the offeror. Do you agree with this provision?			
11	Are medical bills processed through an outside vendor?			
12	If a third party billing administrator is used, does the offeror have a recourse in place if the billing TPA does not process the invoice correctly or in a timely manner?			
13	<p>Offeror agrees that consultation with the county's Risk Manager will be as follows:</p> <ul style="list-style-type: none"> • Before agreeing to impairment rating of 8% or higher • Before disputing a claim • Before requesting a peer review • 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 			
14	The offeror agrees 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 offeror's accuracy regarding this reporting be 100% accurate, any errors/fines/penalties will be the responsibility of the offeror.			
15	The offeror is required to complete all claim filings with the state of Texas and the federal government as required. Will you comply? . If fines are due to the offeror's failure to report to the state or federal agency then the fines will be the responsibility of the offeror.			
16	Reserving on claims 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. Will you comply?			
17	The offeror acknowledges that reserves may be amended based on input from the Risk Manager.			
18	Offeror will provide reserve worksheets which will take into consideration the categories of indemnity, medical, rehabilitation, and allocated expenses, and all major sub-categories of each when requested by Collin County at no additional charge.			

Workers' Compensation Minimum Claims Handling Standards		Yes	No	N/A
19	Changes in reserves must be approved by the adjuster's supervisor. Will you comply?			
20	Changes in reserves in excess of \$10,000 must be approved by Collin County's Risk Manager. Will you comply?			
21	The offeror agrees to report to Collin County's excess workers' compensation insurer the status of all files that reach 50% of the Self Insured Retention (SIR). The county will provide service instructions to the offeror providing all necessary coverage and reporting criteria. Reporting must take place within two business days of the file reaching 50% above the county's SIR.			
22	Offeror agrees that all file activity, including telephone conversations or personal meetings and diary reviews will be clearly and accurately documented to reflect the date, individuals involved, the content of discussion and plan of action within four (4) hours.			
23	Offeror agrees that specific direction on the investigation and handling of all indemnity and bodily injury cases will be established within three (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.			
24	Offeror agrees that TPA's basis for acceptance or denial of compensability will be clearly documented and visible in correspondence in records.			
25	Offeror agrees that 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.			
26	Offeror agrees that all files should utilize a checklist. Items to be on the check list should include, but not be limited to the following: <ul style="list-style-type: none"> • 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 			
27	Offeror agrees that 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 the county and will be returned to the county upon end of term or termination of this contract at no additional cost.			
28	Offeror agrees that the county will have access to file imaging, notes, documents, etc. and reports in the offeror's RMIS at no additional cost.			

Workers' Compensation Minimum Claims Handling Standards		Yes	No	N/A
29	The offeror agrees that the Adjuster will actively work with medical professionals, the employee and Collin County to ensure employees return to work as soon as possible. All claimants receiving medical treatment, or losing time due to injury on the job, will be contacted in thirty 30 day or less on a monthly basis, until claim closure.			
30	The offeror agrees to send any documentation received from a physician's office (i.e. DWC 73) to the county's Risk Manager or Risk Management Human Resources Generalist within 8 business hours of receipt.			
31	The offeror agrees to contact both the employee and the medical provider when follow up appointments have occurred to ensure the most up to date information is on file at all times. i.e. If an employee has a follow up scheduled in two weeks, it is expected that the adjuster calendar the appointment and follow up promptly with the employee and the physician when that date arrives within two (2) business days.			
32	Offeror agrees that prior to all initial payments of temporary impairment benefits, and unless a medical report has been received, the medical provider will be contacted to establish extent of injury, causal relationship to the alleged incident, and estimated return to work date.			
33	Offeror agrees that 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.			
34	Offeror agrees that medical reports will be obtained, or the medical provider contacted no less frequently than once monthly for verification of continuing indemnity payments.			
35	Offeror agrees that telephone or personal contact will be maintained with temporarily disabled employees and the Risk Manager in thirty (30) days or less on a monthly basis, to maintain rapport and to monitor medical progress, return to work status and modified duties.			
36	Offeror agrees that surveillance should be considered, following authorization by the 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 the county. Documentation of assignment will include specific reasons for referral. Direction and control will be exercised over the investigator's activities.			
37	The offeror agrees to share pertinent information with the county gathered by a special investigative unit (surveillance, background checks, etc.).			
38	Offeror agrees that 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.			
39	The offeror agrees to provide Nurse Case Management services when requested and approved by the Collin County Risk Manager.			

40	Offeror agrees that 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).			
Workers' Compensation Minimum Claims Handling Standards		Yes	No	N/A
41	Offeror agrees that vocational rehabilitation will be administered where approved by the county.			
42	Offeror agrees that 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.			
43	Offeror agrees that review of and authorization for all proposed settlement agreements will be made through the county's Risk Manager, or his/her designee, and when in excess of \$10,000, also through the county's Commissioner's Court.			
44	Offeror agrees that case management will be assigned according to criteria established by the county and offeror, charges for case management will not be billed separately. Offeror will communicate verbally, and in writing regarding initiation and outcomes of all case management cases.			
45	Offeror agrees that Collin County's assigned adjuster will attend all workers' compensation hearings. Fee Schedule costs include all preparation time and attendance at the hearings.			
46	Offeror agrees that any claims with the possibility of subrogation will be the responsibility of the offeror. Documentation must be given to the county's Risk Manager identifying who is responsible from the offeror's organization to pursue subrogation.			
47	The offeror agrees to provide Ad Hoc reports as requested by Collin County at no additional charge.			

48	<p>Offeror acknowledges that an electronic copy of a monthly claims report and management summary will be required by Risk Management no later than the 5th of the following month.</p> <p>That report should include at least the following:</p> <ul style="list-style-type: none"> 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. Management summary (loss analysis) of all claims; reports of all claims by fiscal year (October 1 through 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 Minimum Claims Handling Standards		Yes	No	N/A
49	The offeror acknowledges that a 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 will also be provided on a monthly basis at no additional charge.			
50	The offeror agrees to send an Electronic Data Interchange (EDI) report on a monthly basis at no additional charge.			
51	The offeror agrees to provide a report for case management costs on a quarterly basis to Collin County at no additional charge.			
52	The offeror agrees to provide a report of legal expenses to the county on a quarterly basis at no additional charge.			
53	Offeror agrees to provide the county an overpayment report by type, reason, and payee and by fiscal year on a quarterly and annual basis at no additional charge when requested by the Risk Manager.			
54	Selected offeror agrees to provide a Claim Summary Report to the Risk Manager when reserves on any claim reach \$10,000 at no additional charge.			
55	Selected offeror will provide a monthly period comparison and monthly litigation report when requested by the Risk Manager at no additional charge.			
56	Selected offeror will provide a detailed financial report by line of coverage that displays the Total Paid, Total Outstanding and Total Incurred valued when requested by the Risk Manager at no additional charge.			
57	The offeror agrees to give Collin County access in its RMIS to run its own reports when needed.			

58	Offeror agrees that qualified legal counsel will be retained to represent the county in hearings and provide consultation on workers' compensation claims. If outside representation is obtained by the offeror, approval by the county will be required. Charges for legal expenses are not to be billed separately; they should be included in the claim file.			
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**Attachment D-
Auto Liability and General Liability
Minimum Claims Handling Standards**

Vendor Name: _____

RFP responders are required to respond to all requests for information contained in this questionnaire. Your responses to the questions should be based on your current proven capabilities. Should there be instances where certain questions are not applicable to your organization or its operations, please indicate this by selecting "N/A". All "No" or "N/A" answers recorded in this questionnaire require additional information. Additional information to accompany those answers MUST be detailed in the Exceptions section (7.0) of your response. Failure to do so may result in disqualification.

If you are selected to administer this plan, your responses to the questionnaire will be considered part of your contractual responsibilities.

Please answer by placing an "X" in the appropriate response column. DO NOT add extra rows/columns.

Auto Liability and General Liability Minimum Claims Handling Standards		Yes	No	N/A
1	Offeror agrees that files will be created and assigned within one working day from receipt of the initial report.			
2	Offeror agrees that 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. Onsite investigation will need to be provided by offeror when requested or necessary.			
3	Offeror agrees that diaries will be established so that each case is reviewed for closure every thirty (30) day or less. Confirmation of review will be documented.			
4	Offeror agrees that payment recommendation will be made within one (1) working day after all findings are complete, when an investigation of negligence and liability has been established and liability is confirmed.			
5	When authorized by the Risk Manager, offeror agrees that damage claims for property damage will be verified by a qualified appraiser who will provide an independent estimate			
6	Offeror agrees that 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.			
7	Offeror agrees that 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 the county.			

Auto Liability and General Liability Minimum Claims Handling Standards		Yes	No	N/A
8	Offeror agrees that 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.			
9	Offeror agrees that on all claims reserved in excess of \$10,000, written reports, created no less frequently than bi-monthly, will be provided to the county accompanied by any pertinent file materials. As an alternative, TPA shall have the ability to submit reports electronically through the RMIS System.			
10	The county requires the offeror 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 offeror's accuracy regarding this reporting be 100% accurate, any errors/fines/penalties will be the responsibility of the offeror. Will you comply with this provision?			
11	<p>Approval from the county's Risk Manager is expected prior to any settlement. Settlements for amounts of \$10,000 or more require approval by the county's Commissioners' Court. Any recommendation to settle a liability claim will be submitted in writing to the county with the following information:</p> <ul style="list-style-type: none"> • 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. <p>Do you agree to comply with this provision?</p>			
12	Offeror agrees that 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.			
13	Offeror agrees that reserve advisory worksheets with supervisor's approval will be completed for all initial loss estimates and when the 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.			
14	Offeror agrees that reserve worksheets will take into consideration the categories of liability exposure property damage, bodily injury, medical expenses, lost wages and all major subcategories.			
15	The offeror acknowledges that reserves may be amended based on input from the Risk Manager.			
16	Offeror agrees that all reserves and settlements will be keyed into the offeror's database, for access by the county, no later than the end of the month in which the claim occurred.			

Auto Liability and General Liability Minimum Claims Handling Standards		Yes	No	N/A
17	Changes in reserves must be approved by the adjuster's supervisor. Will you comply?			
18	Changes in reserves must be approved by Collin County's Risk Manager. Will you comply?			
19	Offeror agrees to report monthly to Collin County's excess insurer, the status of files which will reach 50% of the county's self-insured retention (SIR), or deductible. The county will provide service instructions to the offeror providing all necessary coverage and reporting criteria			
20	Electronic notification must be made to the county Risk Manager within one week the status of liability files which will reach 50% of the County's liability insurance program self- insured retention (SIR), or deductible. The county will provide service instructions to the offeror providing all necessary coverage and reporting criteria. Do you agree to this provision?			
21	Offeror acknowledges that an electronic copy of a monthly claims report will be required by Risk Management no later than the 5 th of the following month. This 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.			
22	The offeror agrees to provide other Ad Hoc reports as requested by Collin County at no additional charge.			
23	Offeror agrees that completed reserve worksheets will be contained within all files.			
24	Offeror agrees that 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.			
25	Offeror agrees that 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.			
26	Offeror agrees that TPA's basis for recommended acceptance or denial of all liability claims will be clearly documented.			
27	Offeror agrees that 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.			
28	Offeror agrees that statements from the claimant, witnesses and county employees will be collected within three (3) working days of receipt of initial report and documentation in file.			
29	Offeror agrees that on all cases, statements will be secured from the claimant, witnesses and county representative within three (3) working days of receipt of initial report. All verbal statements will be converted to written form.			

Auto Liability and General Liability Minimum Claims Handling Standards		Yes	No	N/A
30	Offeror agrees that claimants or their attorneys will be requested to provide medical reports monthly to verify their bodily injury claims.			
31	Offeror agrees that outside investigation services will be employed only where necessary and approved by the county Risk Manager. Documentation of assignment will include specific reasons for referral. The TPA will exercise direction and control over the investigator's activities.			
32	Offeror agrees that 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 designee, upon request.			
33				
34	The county will select legal counsel. Selection will be made on the basis of legal expertise and experience in handling liability cases. The county's insurer may assist in this endeavor. Do you agree to this provision?			

Attachment E- Fee Schedule

This questionnaire must be completed and returned. Failure to complete may result in rejection of proposal.

Please record your responses in the fields provided.

Collin County is requesting proposals on a fixed cost per claim basis for the handling of the various types of cases referenced. For 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 claim costs and related expenses will be projected by the offeror and included in the fee quoted. State all cost not included in the clam fee under the Allocated Expenses, if there is a long list of fees included as an attachment and make a note for the item on the allocated expense label line. Provide an annual flat fee or unit cost for service as stated. The County prefers an annual flat fee, for additional year your fee can be represented as a percent of increase or decrease.

Services				
Annual Flat Fee	Year One	Year Two	Year Three	
	\$			
Claims Administration	Fee per Claim	Allocated Expenses State all cost not included in the clam fee.		
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	\$			

The county desires the selected offeror 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.

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 Reviews	\$	\$	\$	
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	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

1. Do fees included in your proposed fee schedule include handling of the claim after suit is filed? [] Yes [] No

2. Are the fees proposed in fee schedule for life of a claim or for life of contract pricing? Please Explain.

3. List all fees associated with the creation of a network and its administration.

4. Do 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.

5. Indicate the types of allocated claims expenses and amounts which are not included in your per claim cost.

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Cynthia Jacobson - Human Resources Director
Lisa Meyer - Assistant Human Resources Director
Erica Johnson - Risk Manager
Kristen Jenkins – Human Resources Generalist

Purchasing:

Michalyn Rains – CPPO, CPPB Purchasing Agent
Sara Hogle, CPPB – Asst. Purchasing Agent
Geri Osinaike – Senior Buyer

Commissioners' Court:

Keith Self – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
Chris Hill – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	Social security number [][][] - [][] - [][][][][][] or Employer identification number [][] - [][][][][][][][][]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	Signature of U.S. person ▶ Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.