

PROPOSAL #B122032

REQUEST FOR PROPOSALS

THIRD PARTY ADMINISTRATION SERVICES

FOR

SELF FUNDED WORKERS' COMPENSATION PROGRAM

FOR

GALVESTON COUNTY, TEXAS

PROPOSALS ARE DUE: JULY 26, 2012

2:00 P.M.

RFP #B122032
OPEN: 7/26/ 2012
2:00 PM

REQUEST FOR PROPOSALS
SELF-FUNDED WORKERS' COMPENSATION ADMINISTRATION
FOR GALVESTON COUNTY, TEXAS

Proposals are sought for the Administration of the Self Funded employee health benefit plan and the Indigent Health Care Program. Sealed proposals in **sets of four (4), one (1) original and three (3) copies** will be received in the office of the County Purchasing Agent until **2:00 PM. on 7/26/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Any proposal received after **2:00 PM.** on the date specified will be returned unopened. The time will be determined by the official clock of the Purchasing Agent.

All proposals must be marked on the outside of the envelope:

RFP #B122032, Self-Funded Workers' Compensation Administration Services for Galveston County.

Service provider's name and return address and the label enclosed in the invitation package should be prominently displayed on the outside of the envelope. Specifics of coverage sought, pricing and method of award are set forth in the RFP.

Specifications can be obtained on application at the office of the County Purchasing Agent, 722 Moody (21st Street) Fifth Floor, Galveston, Texas. Proposals will only be accepted from service providers who are licensed in Texas.

Sealed proposals are to be delivered to the office of the County Purchasing Agent, 722 Moody (21st Street), fifth (5th) Floor, Galveston, Texas 77550.

The County of Galveston has retained the services of a designated agent of record.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

The Galveston County Commissioners' Court reserves the right to waive any informality; reject any and all proposals; or to award the contract to the responsible service provider whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of the evaluation factors set forth in the request for proposal.

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

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I. PROJECT OVERVIEW

A. Introduction

The County of Galveston (“County”) is requesting proposals to provide administration services for it’s Self Funded Workers’ Compensation Program.

II. PROCUREMENT PROCESS

A. Proposal Submission

An original and four (4) exact duplicate copies of the proposal must be submitted no later than 2:00 PM. on July 26, 2012 to:

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston
722 Moody (21st Street), Fifth (5th) Floor Galveston, Texas 77550

Hand-delivered proposals will be received at the office of the Galveston County Purchasing Agent listed above. Telephone or telegraphic (faxed) copies will not be accepted. **PROPOSALS RECEIVED AFTER 2:00 PM ON THE DATE SPECIFIED ABOVE WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Proposals shall be submitted on the forms provided by the County. All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the proposal. Signatures must be handwritten and in ink. Each page of the proposal must be signed by the preparer acknowledging its contents. The County will not return any submitted materials. Trade secrets must be clearly marked and identified as such. All such trade secrets will be subject to such disclosure as is required by the Texas Public Information (“Open Records”) Act.

B. Proposal Questions

Service providers are requested to submit technical questions to Patrick E. Owens, the Agent of Record in writing by mail or facsimile. All questions regarding the proposal process are to be directed to Rufus Crowder, Purchasing Agent until July 23, 2012. All questions received and their responses which affect all proposal submissions will be mailed or faxed to all prospective service providers. General clarifications will not be mailed to all participants.

C. Schedule of Events

The following is a schedule of events concerning the procurement process:

Distribution of RFP.....	Begins July 12, 2012
Questions Regarding this Proposal.....	Ends July 20, 2012
RFP Opening	July 26, 2012
Notification of Award.....	August 21, 2012
Contract Commencement.....	September 1, 2012

D. Proposal Disclosures

The names of those who submitted proposals will not be made public information until the agenda item scheduling the tentative award is placed on the Commissioners’ Court agenda. No price information will be released until such time. All proposals shall be open to the public after the contract is awarded except for trade secrets and confidential information identified as such contained in the proposal. However, any trade secrets and confidential information requested to be held confidential will be subject to such disclosure requirements as are set forth in what is commonly referred to as the Texas Public Information or “Open Records” Act.

Service providers are requested to withhold all inquiries regarding their proposals or other submissions until after an award is made. No communication is to be had with any County employee, other than the County Purchasing Agent, regarding whether a service provider’s proposal was received. Violations of this provision may result in the rejection of a service provider’s proposal. Inquiries must give RFP number, description of services, and opening date.

E. Modification of Proposals

A service provider may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Such letters must be postmarked and received by the County Purchasing Agent prior to the submission deadline. Alterations made before opening time must be initialed by service provider guaranteeing authenticity.

F. Changes in Specifications

If it becomes necessary for the County to revise any part of the RFP, a written notice of such revision will be provided to all service providers requesting this proposal packet. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to service providers in a written addendum from the Purchasing Agent. Service providers should inquire prior to submission deadline whether any addenda to the RFP have been issued inasmuch as the successful service provider will be required to abide by any such addenda.

G. Signature of Proposals

Each proposal shall give the complete mailing address of the service provider and be signed by an authorized representative by original signature with his/her name and legal title typed below the signature line. Failure to sign the proposal response form will disqualify the proposal from being considered by the County. The person signing on behalf of the service provider expressly affirms that he is duly authorized to tender this proposal and to sign the proposal forms under the terms and conditions in this RFP.

H. Withdrawal/Modification of Proposals

Properly signed proposals may be withdrawn or modified any time prior to the proposal opening time. However, a proposal not withdrawn prior to its opening time is considered a firm offer and cannot be withdrawn without approval by the Commissioners' Court.

I. Best and Final Offer

The Best and Final Offer is an option available to the County. If invoked, it allows acceptable offers the opportunity to amend, change or supplement their original proposal. Service providers deemed responsible who submit proposals reasonably susceptible of being selected for award may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

J. Proposal Ideas and Concepts

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

K. County's Right to Inspect

The County reserves the right to inspect the service provider's contracts before making an award for the purpose of ascertaining whether the service provider has the necessary operational systems in place for performing this contract. The County may also consult with clients of the service provider during the evaluation of proposals. Such consultation is intended to assist the County in making a contract award which is most advantageous to the County.

L. Disqualification of Service Providers

Service Providers may be disqualified and rejections of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes.

1. Failure to use the proposal forms furnished by the County
2. Lack of signature by an authorized representative on the proposal form
3. Failure to properly complete the proposal
4. Evidence of collusion among service providers submitting proposals
5. Failure to comply with the specification requirements

M. Evaluation Criteria and Factors

The award of the contract shall be made to the responsible service provider whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of the company's history. The County would also prefer a two year contract. The evaluation team will consist of a representative from the Purchasing Department, and the County's Agent of Record.

The evaluation criteria are listed below in the order of importance:

1. Price
2. Scope of services
3. Stability and Service History of the service provider (Qualifications, Experience, References)

N. Award/Rejection of Proposal

The award will be made to the service provider whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information to support the written proposal. The rates proposed will be considered firm, unless the County invokes its right to request a best and final offer and cannot be altered after the submission deadline unless they are altered as a result of negotiations from the request for Best and Final Offer.

The County reserves the right to award this contract not necessarily to the service provider with the lowest rates, but to the service provider that demonstrates the best ability to fulfill all portions of the RFP.

The successful service provider shall begin administration only after the transmittal of a fully executed contract and after receiving written notification from the County Purchasing Agent to proceed. The successful service provider will provide all services indicated in the proposal in compliance with the contract.

Galveston County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this request for proposal for any reason or no reason at any time prior to actual execution of the contract by the County.

Service providers whose proposals do not meet the mandatory requirements set forth in this RFP will be considered non-compliant.

Each service provider, by submitting a proposal, agrees that if their proposal is accepted by the Commissioners' Court, such service provider will furnish all coverage upon the terms and conditions in this RFP and contract.

The invitation to submit a proposal which appears in the newspaper, these general provisions, specifications which follow, the proposal forms attached, and any addenda issued are all considered as part of the proposal.

O. Dispute After Award

Any actual or prospective service provider who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting there from may protest. The protest must be submitted in writing to the Purchasing Agent within seven days after such aggrieved person knows of, or should have known of the facts giving rise thereto.

If the protest is not resolved by mutual agreement, the purchasing agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court ("Court") through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless the procedure is followed.

P. Service Provider Expenses

Costs and expenses relating to the preparation of a proposal and its submission are to be borne solely by service provider. The County shall not be responsible for any cost or expenses incurred by any service provider in the preparation or submission of its proposal.

Q. Format for Proposal

In order to be considered responsive, each service provider must respond to each and every component outlined in the order shown in this RFP using the format prescribed for each component. A proposal that fails to follow this format or that takes exceptions, or is incomplete or conditional may be rejected as being non-responsive. Proposals must be clear and concise. The determination to reject a proposal as being non-responsive shall be at the sole discretion of the Purchasing Agent.

R. Exceptions/Alternatives (Options)

The service provider must list on a separate sheet of paper any exceptions to the conditions of the RFP. This sheet will be labeled. "Exceptions to RFP Conditions" and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The service provider must specify in its proposal any alternatives it wishes to propose for consideration by County. Each of these alternatives should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the alternative being offered. Any proposed decrease or increase in service provider's rates should also be stated in the proposal. The name or title of the alternative should be described on a page(s) attached to the submission proposal forms.

S. Taxes

The County is tax exempt and no taxes should be included in any proposal.

T. Commissioners' Court

No contract is binding on County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge and fully executed by both parties.

Agents, department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of and contractually bind the County. Additionally, agents, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

U. Service Provider's Responsibility

The service provider must affirmatively demonstrate its responsibility. The service provider must also meet the following minimum requirements:

- 1) have adequate financial resources, or the ability to obtain such resources as required;
- 2) have a satisfactory record of performance;
- 3) have a satisfactory record of integrity and ethics;
- 4) be otherwise qualified and eligible to receive an award;
- 5) be a licensed Third Party Administrator in the state of Texas.

V. Indemnification

The service provider shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of claims which shall arise from service provider's operations under this contract, or from any other breach on the part of the service provider, its employees, or agents. Successful service provider shall pay any judgment with costs which may be obtained against Galveston County resulting from service provider's operations under this contract. Successful service provider must also reimburse County its legal fees, if any, incurred by County in defending itself through its Legal Department or through retention of outside counsel in any lawsuit resulting from service provider's operations under this contract. Galveston County is prohibited from indemnifying the service provider by the Texas Constitution.

W. Sovereign Immunity

The County specifically reserves any claim that it may have to sovereign, qualified or official immunity as a defense to any action arising in conjunction with this contract.

X. Mergers, Acquisitions

A service provider shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted. Additionally, if subsequent to the award of any contract resulting from this Request for Proposals, the service provider shall merge or be acquired by another firm, the following documents must be submitted to the County:

- 1) Corporate resolutions prepared by the awarded service provider and new entity ratifying acceptance of the original contract, terms, conditions and prices.

Y. Delays

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. In addition, service provider agrees that it will make no claim for damages as a result of these delays.

Z. Accuracy of Data

Information and data provided throughout this RFP are believed to be reasonably accurate. Proposers are urged to request information if necessary to verify data.

AA. Subcontracting or Assignment

Service provider may not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the service provider of any of its responsibilities under the contract.

BB. Independent Contractor Status

Service provider expressly acknowledges that it is an "independent contractor." Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which service provider or its subcontractors perform hereunder.

CC. Monitoring Performance

The County shall have the unfettered right to monitor and audit the service provider's work in every respect. In this regard, the service provider shall provide its full cooperation and insure the cooperation of its employees, agents and subcontractors. Further, the service provider shall make available for inspection and/or copying when requested, original: data, records and accounts relating to the service provider's work and performance under the contract. In the event any such material is not held by the service provider in its original form, a true copy shall be provided.

DD. County's Representative on Implementation and Daily Operations

The County's authorized representatives shall be responsible for seeing to the implementation and day to day contract administration and coordination with the service provider for the purpose of contract compliance. Any disagreements between the County's Representatives and the service provider shall be promptly referred to the Galveston County Purchasing Agent who shall intervene and attempt to have the disagreements voluntarily reconciled.

EE. Notice

All notices or other communications required or permitted once this Agreement is executed shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

County:

Hon .Mark Henry
County Judge
County Courthouse, 2nd Floor
Galveston, TX 77550
Fax (409) 770-2653

With a copy to:

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston
722 Moody, (21st Street), Fifth Floor
Galveston, TX 77550
Fax (409) 621-7987

Patrick E. Owens
Agent of Record
2111 County Road 1100
Woodville, Texas 75979
Fax (409) 283-3129, Phone (409) 283-3881, email peowens@hughes.net

Service Provider shall provide contact name, address, telephone and fax numbers with its Proposal Response Form.

FF. Nondiscrimination

In the performance of this Agreement, there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status and that both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and all federal rules and regulations, state laws and executive orders as applicable.

GG. Governing Law

The Agreement resulting from this RFP shall be construed under and will be enforceable under the laws of the State of Texas, and shall be performable in Galveston County, Texas. Venue shall lie exclusively in Galveston, Texas.

HH. Confidential Information

Service provider agrees that portions of the County documents provided for review for purposes of preparing a bid proposal are confidential and protected from disclosure. This confidential information includes but is not limited to Stop Loss Maintenance Report, Large Claims Report and Active Employee and Dependent Audit Report. Service provider agrees it will not disclose, through commission or omission, any confidential information gained through the bidding process to any third party, including, but not limited to members of the general public or media. Any possible required disclosure of such documents under the Open Records Act will be done so by the County and not the service provider.

III. CORPORATE EXPERIENCE

A. Company Profile

Specify the date organized and type of organization (e.g. partnership, corporation, etc.) for providing stop loss coverage. Include a brief history of the organization, number of years in the business of providing stop loss coverage, management structure, current services provided, number of employees, target populations served, and any other relevant information pertinent to demonstrating the service provider's capability. Include location of corporate headquarters, parent company identification, and subsidiary or affiliate identification (if applicable). A Best Rating Service Profile of the company is acceptable for this requirement.

The service provider is cautioned that it is the service provider's sole responsibility to submit information related to the evaluation categories. The County of Galveston is under no obligation to solicit such information if it is not included with the service provider's proposal.

Failure of the service provider to submit such information may cause an adverse impact on the evaluation of the service provider's proposal.

The County of Galveston reserves the right to consider historic information and facts gained from the service provider's proposal, references or other objective data in the evaluation process.

B. Service Provider Qualifications

The service provider certifies that it:

- 1) is a duly qualified, capable, and otherwise bondable business entity,
- 2) is not in receivership,
- 3) does not owe any back taxes within Galveston County,
- 4) is able and capable of performing this contract through its own resources without subcontracting of assignment,
- 5) is normally engaged in this type of business,
- 6) is familiar with and will abide by all laws, regulations and customs applicable to this type of service.

C. Ethics in Public Contracting

No service provider shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind no matter how nominal to any County officer, employee.

Service provider shall be prohibited from utilizing the services of lobbyists, political activists or consultants to secure this contract. Service providers found in violation of this provision will be disqualified.

No public official may have an interest in this contract, as such interest is set forth in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

D. Noncompliance

Any service provider unable to comply with any requested information must furnish the reason for such inability.

IV. STATEMENT OF WORK

A. General Statement

Service provider shall propose administrative services for both the employee benefit plan and the indigent health care plan. Service provider shall provide copies of sample reports that will be provided to County regarding usage of plans.

All service providers must be licensed Third Party Administrators and comply with all applicable state insurance laws.

The County has attached the loss runs in Appendix A:

B. Contract Terms

1. Service Provider must submit a copy of their proposed coverage contract along with their proposal. The contract must include the following:
 - a. Initial Term - The County plans to make an award by August 21, 2012, with the effective beginning date of the contract being September 1, 2012. The coverage period resulting from this RFP shall be for three years beginning from date of contract execution and ending August 31, 2015, unless terminated or extended as provided herein.
 - b. Option to Renew - The contract may be renewed on an annual basis at the discretion of the Commissioners' Court. Service provider shall have a duty sixty (60) days prior to the expiration of the contract to inquire of the County Purchasing Agent whether the contract will be renewed. Each option to renew shall be exercised in writing solely at the discretion of Galveston County, subject to any fee increases, and further, only if all other terms and conditions remain unchanged.
 - c. Cancellation – Any contract awarded to any service provider may only be cancelled for nonpayment for services as provided in the agreement.

The remainder of this page left blank intentionally

C. PROPOSAL RESPONSE FORM

1. Name and Address of Service Provider:

Title

Date

Telephone Number: _____

FAX Number: _____

Email Address: _____

Tax ID Number: _____

SERVICE PROVIDER'S CONTACT PERSON:

Name: _____

Title: _____

Address:

Telephone Number _____

Fax Number: _____

Email Address: _____

Received Addendum # _____, # _____, # _____, # _____, # _____

Galveston County

Criteria for Evaluation and Approval of Workers' Compensation Administrator

The following factors and services will be used to evaluate the administrator in the selection process:

1. Scope of services and integration of functions.
2. Quality and location of services.
3. Price or cost of the services and method(s) of pricing.
4. Financial stability and responsibility.
5. Reporting.
6. Business experience and current clients.
7. Responsiveness.

Scope of Service

- Administration services to support a self-funded program should be proposed. These services should include:

Plan Management
Risk Management / Loss Prevention
Claims Investigation and Management
Medical Cost Containment
Administration of the overall plan

The Administrator shall provide the accounting and financial reporting requirements as imposed by the Governmental Accounting Standard Board Statement number 10. The Administrator will not be asked to perform an actuarial evaluation, but will be required to provide any support information.

General Requirement of Proposers

- a. Be duly licensed in the state of Texas (provide copy of license).
- b. Comply with all applicable state insurance laws and requirements.
- c. Comply with all applicable regulatory authorities for insurance.
- d. Have Errors and Omissions coverage with limits per occurrence of at least one million dollars (\$1,000,000) and furnish certificates with the proposal.

- e. Provide sample copies of Risk Management Information System (RMIS) reports with the proposal. The Administrator will be required to submit claims reports on a monthly basis. The Administrator should have the ability to retrieve data in order to generate reporting for loss trends and payout profiles as well as custom reports.
- f. The proposer shall submit a copy of its proposed service agreement. The service agreement shall contain a cancellation clause permitting the County to terminate the agreement, with or without cause, upon a sixty (60) day written notice of intent. The service contractor will be compensated on a prorated basis for the year in which the County elects to exercise its right of cancellation.
- g. Provide a description of the firm's business experience and a list of clients in the state of Texas, along with contact names and telephone numbers.
- h. Proposals should be submitted as one, two and three year quotes.
- i. All quotes must be made on an annual basis with a fixed flat rate preferred. However, an optional fee formula may be offered as long as it is stated clearly and is easy to comprehend. For those quotes using time and expense as a basis for pricing, it is recommended that the average cost per claim be given. All expenses to be paid by Galveston County, with the exception of indemnity and medical payments, are to be identified. For those services not being provided by the Administrator, it is requested that the provider of the service be identified along with their basis for pricing.
- j. The Administrator shall assign at least one representative to service the County in the areas of marketing, underwriting, claims, and loss control with a minimum of at least three (3) years experience in workers' compensation. The representative will be required to meet with the County staff prior to the awarding of the contract and then periodically during the life of the agreement.
- k. If self-funded, maximize the County's loss fund through utilization of a zero (0) balance account the County will establish for the sole purpose of paying allocated expenses, thus allowing the County to maintain control of the funds and all interest earnings accrued.
- l. List all entities that may provide utilization review services along with the respective certificate of registration as a Utilization Review agent before the Texas Department of Insurance.
- m. The selected TPA must take over the "run-in" claims from the prior years and convert historical claims data into TPA's claims system.
- n. Provide sample reports per the requirements under the "Administration and Reporting" section of this proposal.
- o. Please provide an implementation plan for this account, if awarded the contract.

SPECIFIC REQUIREMENTS OF PROPOSERS

PLAN MANAGEMENT SERVICES

Services should include:

1. Monthly review of claims loss reports in order to identify trends and potential problems.
2. Monthly review and analysis of claims reserving and file closing practices.
3. Quarterly claims review meeting with TPA/adjuster and the client to insure proper claims investigation, timely disputes and effectiveness of claims management.
4. Quarterly financial reporting and trending analysis.
5. Annual program review and budgetary planning.
6. Review of TPA's stop-loss reporting practices and compliance.
7. Review and oversight of the integration and effectiveness of the various services components.
8. Certified Network review, analysis and implementation, if warranted.
9. Review and manage the integration and effectiveness of loss prevention and safety services.
10. Must be available for consultation regarding claims and services issues.

RISK MANAGEMENT & LOSS PREVENTION

The following services shall be available:

1. The successful proposer shall provide these services on an hourly basis, with any other expenses clearly outlined and defined.
2. The proposed Risk Management & Loss Prevention Services shall include;
 - a. Analyze losses for trends, frequency, and severity
 - b. Conduct on-site safety inspections of all facilities
 - c. Audit existing safety program and procedures
 - d. Review of Existing Hazard Communication Program
 - e. Review of existing Blood Borne Pathogen Program
 - f. Assist with/or conduct safety meetings
 - g. Safety communication and education for management and staff

- h. Serve as a loss prevention resource for Client
 - i. Provide safety training, when requested.
 - j. Serve as liaison between Client and government agencies
3. Consult with and advise the County on administrative and employee safety policies relevant to the Workers' Compensation Program. All consultations shall be coordinated through the person(s) designated by the County.

CLAIM INVESTIGATION AND CLAIM MANAGEMENT

The following are minimum requirements:

1. Within three (3) working days from receipt of initial report of injuries, contact will be made with the County to confirm whether compensability is acknowledged or should be questioned.
2. Initial contact with injured employee must be accomplished or attempted prior to the initial temporary income benefit payment, unless claimant has returned to work. Upon initial contact, the administrator will document the employee's description of injury and pertinent past medical history. Successful and unsuccessful attempts to contact injured employees must be documented.
3. Prior to all initial payments of temporary income benefits, unless a medical report has been received, the medical provider facility will be contacted to establish extent of injury, causal relationship to the alleged incident, and estimated return-to-work date.
4. On all questionable indemnity cases, an on-site investigation will be conducted with informative statements secured from the claimant, witnesses, and supervisor within fourteen (14) days of receipt of the first report, unless the file reflects a reasonable explanation for delay.
5. Surveillance should be considered, following authorization by the County where length of temporary disability or extent of disability is questioned. The County reserves the right to require surveillance on any claim.
6. Outside investigator services will be employed only where necessary. Documentation of assignment will include specific reasons for referral. Direction and control will be exercised over the investigator's activities.
7. Contact with the County will be conducted frequently to confirm continued disability, provide status information, and to discuss availability of light duty (or otherwise modified) or part-time work.
8. Telephone or personal contact will be maintained with temporarily disabled employees, no less frequently than biweekly, to maintain reports and to monitor medical progress and return-to-work status.
9. Medical reports will be obtained, or the medical providers contacted for same, as frequently as needed for verification of continuing indemnity payments.
10. Subrogation will be investigated and subsequently ruled out or pursued in all cases which may involve third-party negligence with concurrence and consultation with the County.
11. Have a claims office located in the greater Houston/Galveston area.
12. Have an insurance adjuster licensed by the Texas Department of Insurance to handle workers' compensation claims. (The adjuster assigned to the Galveston County account must have at least five (5) years experience in the field of worker's compensation claims.)
13. The TPA must have the ability to conduct on-site investigations. It is mandatory that a

representative of the TPA meet with designated representative of Galveston County on a monthly basis to discuss open claims.

14. Maintain a claim file on each reported claim which shall be available to the County upon reasonable notice. Such files shall contain all data pertinent to the claim to support the claim's deposition.
15. Provide copies of medical reports, initiation and suspension of compensation and records of settlement, upon request of the County.
16. Provide all forms necessary for the efficient operation of the program, prepare and file all forms, documents, and papers necessary in defense of the claim.
17. Prepare and assist the County before the Division of Workers' Compensation for all Benefit Review Conferences and Contested Case Hearings and attend these proceedings conducted at the local D.W.C. office, when requested.
18. Consult with and advise the County regarding proposed settlements.
19. Review all "Employer's First Report of Injury" and determine compensability.
20. Coordinate Return-to-Work with doctor and employer for both modified and full duty.

MEDICAL COST CONTAINMENT

The following services must be provided:

1. Pre-authorization of specific treatments and services as required by D.W.C. Rule 134.600.
2. Utilization Review, both concurrent and retrospective.
3. Coordinate physician peer review.
4. Nurse Case Management services.
5. Hospital/ Institutional bill audit. (UB92)
6. Medical/ Professional bill audit. (HCFA 1500)
7. Pharmacy bill audit. (DWC 66)
8. Provide rehabilitation and job search coordination when appropriate.
9. Represent the County before the Medical Review Division of the D.W.C. as it pertains to medical dispute resolution.
10. Prepare required documentation for any reviews set before an Independent Review Organization (IRO).
11. Assist the County with any proceedings set before the State Office of Administrative Hearings (SOAH).

CLAIMS PAYMENT

1. Timely payment of weekly indemnity benefits.
2. All medical bills reviewed for compensability.
3. All medical bills reviewed for causal relation between injury and treatment.
4. All medical bills reviewed for appropriateness of treatment per the treatment guidelines and whether or not treatment rendered by or at the Direction of the primary treating physician.
5. Approved bills are adjudicated and paid per or the D.W.C. fee guidelines.
6. Check issued and mailed with “Explanation of Benefits”.
7. Denied medical bills are returned to provider with “Explanation of Benefits”, and appropriate D.W.C. notice.
8. All required information is transmitted to the D.W.C. per the Electronic Data Interchange requirements.
9. Payment of benefits on a timely basis as required by the D.W.C.
10. Process ‘Requests for Reconsideration’ per DWC requirements.

ADMINISTRATION AND REPORTING

The administrator will provide for the following:

1. All forms to be completed by the County as required by the D.W.C.
2. File with the D.W.C. and the T.D.I. all forms that are required by entity that self-insure their workers’ compensation coverage.
3. Carriers’ Austin representative as required by D.W.C. rule.
4. On a daily basis (whenever checks are issued), forward to the County, a check register and an Excel file containing the following information:
 - Check Date
 - Check Number
 - Payee
 - Amount
 - Status (Paid or Void)
 - Reserve Category
 - Employee (claimant’s) Department
 - Employee’s Last Name
 - Employee’s First Name
 - Date of Injury
 - Claim Number

5. After the end of each month provide the County with a check register that also reports all voids, stop-pays and refunds that were entered during the previous month. Also provide for the previous month a comma delimited csv file that contains the following information in regards to all payments and/or transactions:
 - Check Number
 - Check Date
 - Payee
 - Amount

6. On a monthly basis, forward to the County, claims reports that capture the following:
 - Claim number
 - Claimant's name
 - The reserves for indemnity, medical and expense
 - The payments made for indemnity, medical and expense
 - The date of the accident
 - The location of the accident
 - The classification of the employee
 - The part of the body injured
 - The type of injury
 - How the injury occurred
 - The number of claims for that period

7. Make all records available, upon reasonable notice, for inspection and/or audit by the County during the contract period.

8. Electronic Data Interchange (E.D.I.) for FROI and SROI with the D.W.C. as required.

GENERAL QUESTIONS

1. Does the company have an “800” telephone number for answering claims questions and is there someone on staff with expertise to answer questions? If so, state the name and title of that person.
2. State the address of the Claims Office that will service this account.
3. Where is the nearest claims office?
4. Does your company provide a representative at D.W.C. hearings and conferences? Is the County notified of each proceeding conference?
5. In what way does your company assist the County in claims investigations?
6. Name the person or firm that will conduct any on-site claims investigations and the person who will attend proceedings before the local office of the DWC whenever requested by the County.
7. In what ways does your company assist the County in control of medical costs? What services are performed in-house? What services are contracted?
8. In what ways does your company assist the County in litigation? At what point does your company recommend attorney involvement in defending a claim?
9. In what ways does your company assist the County in subrogation? Is the service provided in-house or contracted for? What is the fee for this service?
10. What is your average caseload per adjuster? What is the number of medical only and Indemnity files assigned to each adjuster?
11. Are your adjusters on staff or contracted? Under what circumstances, if any, would you use contract services?
12. Define the cost and under what circumstances the contractor will handle run-off claims in the event of termination of the contract?
13. Are the fees quoted for claims investigation and management for the life of the claim? If not, then please explain what it covers and what additional fees can be expected?
14. Name the claims system (RIMS) that will be utilized. How long has this system been used by the TPA? What other programs and /or systems are integrated with it for the functions of claims management, payment, medial bill audit, reporting and Electronic Data Interchange (EDI)?
15. Pending lawsuits/claims: Has the proposing business entity been a defendant in any lawsuit in any court during the preceding 5 years pertaining to your Workers’ Compensation services? If yes, identify each lawsuit by party, case number, court, subject matter and disposition.
16. Does the proposing business entity have any claims filed against it which are unresolved and presently pending before any State of Texas administrative agency? If yes, please provide a full description of the matter.

17. Have you lost any business since January 1, 2007? If yes, please provide the name of the clients and contact person with phone number
18. Has the business entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding 7 years? If yes, please provide the name of the court and the case number.
19. Has any owner, member or partner of the business entity filed a petition for bankruptcy, obtained an order for relief or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding 7 years? If so, please provide the name of the court and the case number.
20. Stability of the proposing firm: explain any sales, acquisitions, mergers or takeovers involving your firm that have occurred since January 1, 2007.
21. Please provide with the proposal a financial statement, balance sheet and income statement for the preceding fiscal year and for the year to date. If selected to provide services, will you agree to provide financial statements on an annual basis?

FEES FOR SERVICES

All expenses that are to be paid by Galveston County must be identified.

PLAN MANAGEMENT SERVICES

Will you provide the following services?

If yes, please identify who will be providing the services, how the service is to be performed and any fees associated with any and/or all of the services.

1. Monthly review of claims loss reports in order to identify trends and potential problems.
2. Monthly review and analysis of claims reserving and file closing practices.
3. Quarterly claims review meeting with TPA/adjuster and the client to insure proper claims investigation, timely disputes and effectiveness of claims management
4. Quarterly financial reporting and trending analysis.
5. Annual program review and budgetary planning.
6. Review of TPA's stop-loss reporting practices and compliance.
7. Review and oversight of the integration and effectiveness of the various services components.
8. Certified Network review, analysis and implementation, if warranted.
9. Review and manage the integration and effectiveness of loss prevention and safety services.
10. Must be available for consultation regarding claims and services issues.

RISK MANAGEMENT /LOSS CONTROL SERVICES

<u>Service</u>	<u>Entity Providing Service</u>	<u>Manner and Rate in Which Billed</u>
Loss Control Services	_____	_____

If there is any variance or deviation to the cost of services listed above, please list these below:

- If there is a charge for travel of mileage, please indicate so above.

CLAIMS INVESTIGATION AND MANAGEMENT
(List all fees for claims administration/adjusting services)

SERVICES:

FEES FOR SERVICES:

Indemnity Claims:
Medical Only Claims:
Record Only Claims:
Denied Claims (PLN Ifiled):

- Attending DWC Hearings & Conferences
- Subrogation Investigation and Recovery Services
- Representative to the DWC in Austin as required.
- On-site Claims Investigations With Recorded Statements

1. State your definition of: Indemnity Claim, Medical Only and Record Only.

2. Specify if your fees for the three types of claim listed in 1 above are for the Life of the Claim or Life of the Contract? If other, please explain;

3. Specify if any of the Fees stated above are subject to change or additional fees may be charged to the County. Explain the when the fees are charged and state the rate.

- If there is a charge for mileage or travel, please indicate so above.
- If there is any variance or deviation to the cost of services listed above, please list them below:

MEDICAL COST CONTAINMENT
(Name the Entity providing the service and all associated fees)

1. Pre-authorization for Specific Treatment: Review by; Nurse / Physician:
 2. Utilization Review for treatment per the Treatment Guidelines:
 3. Physician Peer Review:
 4. Nurse Case Management:
 5. Medical Bill Audit:
 6. Pharmacy Discount Program:
 7. Certified Network; if quoted:
 8. List any additional Cost Containment services which may benefit the County:
- If there is a charge for mileage or travel, please indicate so above.
 - If there is any variance or deviation to the cost of services listed above, please list them below:

ADMINISTRATION

(Specify fees for listed services)

Annual Fee for Administration:

Generating standard RMIS Reports:

Generating other reports specified within this proposal:

Customized report creation:

Issuing Payments / Checks:

Bank Positive Pay File:

MMSEA Section 111 Quarterly Reporting to Medicare:

Additional Services for which the County may be charged a fee:

RUN-IN CLAIMS

For "run in" claims:

Specify the fee to handle the following types of open claims:

Indemnity	_____
Medical Only	_____
Report Only	_____

Please indicate if there are any other associated charges including data conversion and Fees associated with the acquisition of the physical claim files from prior TPA.

- If there is any variance or deviation to the cost of services listed above, please list them below:

All conditions of this proposal shall be adhered to.

Signature of person submitting the proposal:

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS:

PHONE & FAX NUMBER:

EMAIL ADDRESS: _____

APPENDIX A

Selection Criteria:

As-of-Date: 05/31/2012
DOI From: 10/01/2011
Created From: 01/01/1990
Closed From: 01/01/1990
Employer: N/A
Client: COUNTY OF GALVESTON
Policy No: COUNTY OF GALVESTON

**Workers' Compensation
Loss Run Open/Closed Report**

Client: COUNTY OF GALVESTON

Selection Criteria:

As-of Date: 05/31/2012
 DOI From: 10/01/2011
 Created From: 01/01/1990
 Closed From: 01/01/1990
 Employer: N/A
 Client: COUNTY OF GALVESTON
 Policy No:

**Workers' Compensation
 Loss Run Open/Closed Report**

Employer: County of Galveston - Justice Admn. and All Subdivisions

Case #	Claim Number	Claimant Name	Claim SubType	D.O.L	ReOpened	Opened	Closed	RTW Date Reserves	MMI Date Payments	PIR Date Deduction	Retention	Recoveries	Incurred
12000074813 COG12-74813		[REDACTED]	Medical Only	2/28/2012		3/8/2012							
		Cause of Injury: Fall, Slip or Trip, NOC						Medical: \$2,055.72	\$944.28	\$0.00	\$0.00	\$0.00	\$3,000.00
		Object of Injury:						Indemnity: \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Nature of Injury: Multiple Physical Injury Only						Expense: \$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00
		Occupation: 306th Dist Justice Admin						Rehab: \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Body Part:						Total: \$2,505.72	\$944.28	\$0.00	\$0.00	\$0.00	\$3,450.00

SubTotal by Open Claims

Claims: 1	Medical: \$2,055.72	\$944.28	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00
	Indemnity: \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Expense: \$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00
	Rehab: \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total: \$2,505.72	\$944.28	\$0.00	\$0.00	\$0.00	\$0.00	\$3,450.00

SubTotal by Employer:

Claims: 1	Medical: \$2,055.72	\$944.28	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00
	Indemnity: \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Expense: \$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00
	Rehab: \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total: \$2,505.72	\$944.28	\$0.00	\$0.00	\$0.00	\$0.00	\$3,450.00

**Workers' Compensation
Loss Run Open/Closed Report**

Selection Criteria:
 As-of-Date: 05/31/2012
 DOI From: 10/01/2011
 Created From: 01/01/1990
 Closed From: 01/01/1990
 Employer: N/A
 Client: COUNTY OF GALVESTON
 Policy No:

DOI To: 05/31/2012
 Created To: 05/31/2012
 Closed To: 05/31/2012

County of Galveston - Juvenile Justice and All Subdivisions												
Open Claims												
Case #	Claimant Name	Claim SubType	D.O.L	ReOpened	Opened	Closed	RTW Date Reserves	MMI Date Payments	PIR Date Deduction	Retention	Recoveries	Incurred
12000076453 COG12-76453	[REDACTED]	Medical Only	4/16/2012		4/27/2012		Off Medical: \$1,000.00 Indemnity: \$0.00 Expense: \$200.00 Rehab: \$0.00 Total: \$1,200.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,000.00 \$0.00 \$200.00 \$0.00 \$0.00 \$1,200.00
Cause of Injury: Strain or Injury by, NOC												
Object of Injury: Strain												
Nature of Injury: Strain												
Occupation: Juvenile Adm												
Body Part:												
SubTotal by Open Claims												
Claims: 1												\$1,000.00 \$0.00 \$200.00 \$0.00 \$0.00 \$1,200.00
Closed Claims												
Case #	Claimant Name	Claim SubType	D.O.L	ReOpened	Opened	Closed	RTW Date Reserves	MMI Date Payments	PIR Date Deduction	Retention	Recoveries	Incurred
11000070794 COG11-70794	[REDACTED]	Medical Only	11/16/2011		11/18/2011	2/1/2012	Off Medical: \$0.00 Indemnity: \$0.00 Expense: \$0.00 Rehab: \$0.00 Total: \$0.00	\$427.44 \$0.00 \$0.00 \$0.00 \$0.00 \$427.44	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$427.44 \$0.00 \$0.00 \$0.00 \$0.00 \$427.44
Cause of Injury: Struck or Injured by Fellow Worker, Patient												
Object of Injury: Puncture												
Nature of Injury: Puncture												
Occupation: Juvenile Adm												
Body Part:												
SubTotal by Closed Claims												
Claims: 1												\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$427.44
County of Galveston - Juvenile Justice and All Subdivisions												
SubTotal by Employer:												
Claims: 2												\$1,000.00 \$0.00 \$200.00 \$0.00 \$0.00 \$1,200.00 \$427.44 \$1,427.44

Selection Criteria:

As-of-Date: 05/31/2012
 DOI From: 10/01/2011
 Created From: 01/01/1990
 Closed From: 01/01/1990
 Employer: N/A
 Client: COUNTY OF GALVESTON
 Policy No:

**Workers' Compensation
 Loss Run Open/Closed Report**

County of Galveston - Mosquito Control and All Subdivisions													
Case #	Claim Number	Claimant Name	Claim Sub Type	D.O.L	Re-Opened	Opened	Closed	RTW Date Reserves	MMI Date Payments	PIR Date Deduction	Retention	Recoveries	Incurred
11000070225 COG11-70225		[REDACTED]	Medical Only	10/26/2011		11/2/2011	2/1/2012						
		Cause of Injury: Fall or Slip Injury From Slipped, Did not Fall											
		Object of Injury: [REDACTED]											
		Nature of Injury: Sprain											
		Occupation: Mosquito Control											
		Body Part:											
SubTotal by Closed Claims													
		Medical: \$0.00											
		Indemnity: \$759.32											
		Expense: \$0.00											
		Rehab: \$0.00											
		Total: \$759.32											
SubTotal by Employer:													
		Medical: \$0.00											
		Indemnity: \$759.32											
		Expense: \$0.00											
		Rehab: \$0.00											
		Total: \$759.32											

County of Galveston - Mosquito Control and All Subdivisions

Medical: \$0.00
 Indemnity: \$0.00
 Expense: \$0.00
 Rehab: \$0.00
 Total: \$0.00

Selection Criteria:

As-of Date: 05/31/2012
 DOI From: 10/01/2011
 Created From: 01/01/1990
 Closed From: 01/01/1990
 Employer: N/A
 Client: COUNTY OF GALVESTON
 Policy No:

**Workers' Compensation
 Loss Run Open/Closed Report**

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County of Galveston - Parks & Sr. Svc and All Subdivisions

Employer: County of Galveston - Parks & Sr. Svc and All Subdivisions

Open Claims

Case #	Claimant Name	Claim SubType	D.O.L	ReOpened	Opened	Closed	RTW Date Reserves	MMI Date Payments	PIR Date Deduction	Retention	Recoveries	Incurred
12000074822 COG12-74822	[REDACTED]	Medical Only	2/26/2012		3/8/2012							
	Cause of Injury: Motor Vehicle, NOC						\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00
	Object of Injury: Multiple Physical Injury Only						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Nature of Injury: Parks Admin						\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
	Occupation: Parks Admin						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total:						\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00

Body Part:

12000076432
COG12-76432

Medical Only 4/21/2012

4/26/2012

Cause of Injury: Strain or Injury by Holding or Carrying

Object of Injury: Strain

Nature of Injury: Parks

Occupation: Parks

Litigation Flag: Off

Medical: \$2,000.00

Indemnity: \$0.00

Expense: \$400.00

Rehab: \$0.00

Total: \$2,400.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$2,000.00

\$0.00

\$0.00

\$400.00

\$0.00

\$2,400.00

SubTotal by Open Claims

Claims: 2

\$10,000.00

\$0.00

\$0.00

\$2,400.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Closed Claims

11000071359
COG11-71359

Record Only 11/29/2011

12/8/2011

Cause of Injury: Strain or Injury by, NOC

Object of Injury: Strain

Nature of Injury: Parks

Occupation: Parks

Litigation Flag: Off

Medical: \$0.00

Indemnity: \$0.00

Expense: \$0.00

Rehab: \$0.00

Total: \$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

SubTotal by Closed Claims

Claims: 1

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Selection Criteria:

As-of-Date: 05/31/2012
DOI From: 10/01/2011
Created From: 01/01/1990
Closed From: 01/01/1990
Employer: N/A
Client: COUNTY OF GALVESTON
Policy No:

**Workers' Compensation
Loss Run Open/Closed Report**

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Employer: County of Galveston - Road & Bridge and All Subdivisions

Workers' Compensation Loss Run Open/Closed Report

Selection Criteria:
 As-of-Date: 05/31/2012
 DOI From: 10/01/2011
 Created From: 01/01/1990
 Closed From: 01/01/1990
 Employer: N/A
 Client: COUNTY OF GALVESTON
 Policy No:

DOI To: 05/31/2012
 Created To: 05/31/2012
 Closed To: 05/31/2012

Open Claims		Case #	Claimant Name	Claim_SubType	D.O.L	Re-Opened	Opened	Closed	RTW Date	MMI Date	PIR Date	Retention	Recoveries	Incurred
Claim Number									Reserves	Payments	Deduction			
12000074389 COG12-74389		[REDACTED]	Indemnity		1/4/2012		2/23/2012							
		Cause of Injury: Strain or Injury by Using Tool or Machinery												
		Object of Injury: [REDACTED]												
		Nature of Injury: Strain												
		Occupation: R&B Roads												
		Body Part:												
									\$3,364.51	\$677.11	\$0.00	\$0.00	\$0.00	\$4,041.62
									\$1,926.95	\$3,414.50	\$0.00	\$0.00	\$0.00	\$5,341.45
									\$528.00	\$72.00	\$0.00	\$0.00	\$0.00	\$600.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$5,819.46	\$4,163.61	\$0.00	\$0.00	\$0.00	\$9,983.07
									Total:					
12000076348 COG12-76348		[REDACTED]	Medical Only		4/10/2012		4/24/2012							
		Cause of Injury: Struck or Injured by Hand Tool or Machine in Use												
		Object of Injury: [REDACTED]												
		Nature of Injury: Laceration												
		Occupation: R&B Roads												
		Body Part:												
									\$2,462.90	\$537.10	\$0.00	\$0.00	\$0.00	\$3,000.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
									\$3,062.90	\$537.10	\$0.00	\$0.00	\$0.00	\$3,600.00
									Total:					
12000075698 COG12-75698		[REDACTED]	Medical Only		3/28/2012		4/3/2012							
		Cause of Injury: Strain or Injury by Pushing or Pulling												
		Object of Injury: [REDACTED]												
		Nature of Injury: Strain												
		Occupation: 3000/3020 R&B Roads												
		Body Part:												
									\$2,625.69	\$374.31	\$0.00	\$0.00	\$0.00	\$3,000.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$3,225.69	\$374.31	\$0.00	\$0.00	\$0.00	\$3,600.00
									Total:					
12000075077 COG12-75077		[REDACTED]	Medical Only		3/9/2012		3/15/2012							
		Cause of Injury: Caught in or Between Machine or Machinery												
		Object of Injury: [REDACTED]												
		Nature of Injury: Crushing												
		Occupation: R&B County Roads												
		Body Part:												
									\$2,725.51	\$274.49	\$0.00	\$0.00	\$0.00	\$3,000.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$3,225.51	\$274.49	\$0.00	\$0.00	\$0.00	\$3,500.00
									Total:					
		SubTotal by Open Claims												
									\$11,178.61	\$1,863.01	\$0.00	\$0.00	\$0.00	\$13,041.62
									\$1,926.95	\$3,414.50	\$0.00	\$0.00	\$0.00	\$5,341.45
									\$72.00	\$72.00	\$0.00	\$0.00	\$0.00	\$1,700.00
									\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
									\$15,333.56	\$5,349.51	\$0.00	\$0.00	\$0.00	\$20,683.07
									Total:					
									Closed Claims					

Claims: 4

Selection Criteria:

As-of Date: 05/31/2012
 DOI From: 10/01/2011
 Created From: 01/01/1990
 Closed From: 01/01/1990
 Employer: N/A
 Client: COUNTY OF GALVESTON
 Policy No:

**Workers' Compensation
 Loss Run Open/Closed Report**

Case #	Claim Number	Claimant Name	Claim SubType	D.O.L	ReOpened	Opened	Closed	RTW Date Reserves	MMI Date Payments	PIR Date Deduction	Retention	Recoveries	Incurred
12000075564	COG12-75564	[REDACTED]	Medical Only	3/16/2012		3/28/2012	5/31/2012						
		Cause of Injury: Strain or Injury by Twisting			Litigation Flag:	Off	Medical:	\$0.00	\$313.53	\$0.00	\$0.00	\$0.00	\$313.53
		Object of Injury: Sprain					Indemnity:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Nature of Injury: Heavy Equipment Operator					Expense:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Occupation: Heavy Equipment Operator					Rehab:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Total:						\$0.00	\$313.53	\$0.00	\$0.00	\$0.00	\$313.53

Body Part:

11000071715	COG11-71715	[REDACTED]	Medical Only	12/5/2011		12/16/2011	3/22/2012						
		Cause of Injury: Strain or Injury by Pushing or Pulling			Litigation Flag:	Off	Medical:	\$0.00	\$637.63	\$0.00	\$0.00	\$0.00	\$637.63
		Object of Injury: Strain					Indemnity:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Nature of Injury: R&B Roads					Expense:	\$0.00	\$72.00	\$0.00	\$0.00	\$0.00	\$72.00
		Occupation: R&B Roads					Rehab:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Total:						\$0.00	\$709.63	\$0.00	\$0.00	\$0.00	\$709.63

Body Part:

		SubTotal by Closed Claims						\$0.00	\$951.16	\$0.00	\$0.00	\$0.00	\$951.16
	2	Claims:					Indemnity:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							Expense:	\$0.00	\$72.00	\$0.00	\$0.00	\$0.00	\$72.00
							Rehab:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Total:						\$0.00	\$1,023.16	\$0.00	\$0.00	\$0.00	\$1,023.16

SubTotal by Employer:

		County of Galveston - Road & Bridge and All Subdivisions						\$11,178.61	\$2,814.17	\$0.00	\$0.00	\$0.00	\$13,992.78
	6	Claims:					Indemnity:	\$1,926.95	\$3,414.50	\$0.00	\$0.00	\$0.00	\$5,341.45
							Expense:	\$1,628.00	\$144.00	\$0.00	\$0.00	\$0.00	\$1,772.00
							Rehab:	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
		Total:						\$15,333.56	\$6,372.67	\$0.00	\$0.00	\$0.00	\$21,706.23

Selection Criteria:

As-of-Date: 05/31/2012
DOI From: 10/01/2011
Created From: 01/01/1990
Closed From: 01/01/1990
Employer: N/A
Client: COUNTY OF GALVESTON
Policy No:

**Workers' Compensation
Loss Run Open/Closed Report**

Employer: County of Galveston - Sheriff Dept and All Subdivisions

Selection Criteria:

As-of-Date: 05/31/2012
DOI From: 10/01/2011
Created From: 01/01/1990
Closed From: 01/01/1990
Employer: N/A
Client: COUNTY OF GALVESTON
Policy No:

DOI To: 05/31/2012
Created To: 05/31/2012
Closed To: 05/31/2012

**Workers' Compensation
Loss Run Open/Closed Report**

Open Claims

Selection Criteria:

As-of Date: 05/31/2012
 DOI From: 10/01/2011
 Created From: 01/01/1990
 Closed From: 01/01/1990
 Employer: N/A
 Client: COUNTY OF GALVESTON
 Policy No:

**Workers' Compensation
 Loss Run Open/Closed Report**

Case #	Claimant Name	Claim SubType	D.O.L	ReOpened	Opened	Closed	RTW Date Reserves	MMI Date Payments	PIR Date Deduction	Retention	Recoveries	Incurred
12000073395 COG12-73395	[REDACTED]	Medical Only	1/27/2012		2/3/2012							
	Cause of Injury: Struck or Injured by Fellow Worker, Patient			Litigation Flag:	Off	Medical:	\$2,090.82	\$1,955.39	\$0.00	\$0.00	\$0.00	\$4,046.21
	Object of Injury: Indemnity:						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Nature of Injury: Multiple Physical Injury Only					Expense:	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00
	Occupation: Corrections					Rehab:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Body Part:					Total:	\$2,890.82	\$1,955.39	\$0.00	\$0.00	\$0.00	\$4,846.21
12000073396 COG12-73396	[REDACTED]	Medical Only	1/28/2012		2/3/2012							
	Cause of Injury: Struck or Injured by Fellow Worker, Patient			Litigation Flag:	Off	Medical:	\$2,124.60	\$875.40	\$0.00	\$0.00	\$0.00	\$3,000.00
	Object of Injury: Indemnity:						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Nature of Injury: Multiple Physical Injury Only					Expense:	\$456.00	\$144.00	\$0.00	\$0.00	\$0.00	\$600.00
	Occupation: Corrections					Rehab:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Body Part:					Total:	\$2,580.60	\$1,019.40	\$0.00	\$0.00	\$0.00	\$3,600.00
12000077648 COG12-77648	[REDACTED]	Medical Only	5/16/2012		5/24/2012							
	Cause of Injury: Struck or Injured by Fellow Worker, Patient			Litigation Flag:	Off	Medical:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Object of Injury: Indemnity:						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Nature of Injury: Strain					Expense:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Occupation: Corrections					Rehab:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Body Part:					Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12000073391 COG12-73391	[REDACTED]	Medical Only	1/27/2012		2/3/2012							
	Cause of Injury: Struck or Injured by Fellow Worker, Patient			Litigation Flag:	Off	Medical:	\$3,000.00	\$2,251.91	\$0.00	\$0.00	\$0.00	\$5,251.91
	Object of Injury: Indemnity:						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Nature of Injury: Strain					Expense:	\$600.00	\$72.00	\$0.00	\$0.00	\$0.00	\$672.00
	Occupation: Corrections					Rehab:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Body Part:					Total:	\$3,600.00	\$2,323.91	\$0.00	\$0.00	\$0.00	\$5,923.91
12000076770 COG12-76770	[REDACTED]	Medical Only	4/30/2012		5/7/2012							
	Cause of Injury: Person in Act of Crime			Litigation Flag:	Off	Medical:	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00
	Object of Injury: Indemnity:						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Nature of Injury: All Other Injuries, NOC					Expense:	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
	Occupation: Deputy					Rehab:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Body Part:					Total:	\$2,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,800.00

Selection Criteria:

As-of-Date: 05/31/2012
 DOI From: 10/01/2011
 Created From: 01/01/1990
 Closed From: 01/01/1990
 Client: N/A
 Policy No: COUNTY OF GALVESTON

**Workers' Compensation
 Loss Run Open/Closed Report**

Policy No.	Medical Only	11/19/2011	11/30/2011	Litigation Flag:	Off Medical:	Expense:	Rehab:	Total:	\$
11000071006 COG11-71006	[REDACTED]								
Cause of Injury:	Absorption, Ingestion or Inhalation, NOC				\$129.99	\$1,562.03	\$0.00	\$0.00	\$1,692.02
Object of Injury:					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nature of Injury:	All Other Injuries, NOC				\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
Occupation:	SO Corrections				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Body Part:					\$229.99	\$1,562.03	\$0.00	\$0.00	\$1,792.02
<hr/>									
12000072773 COG12-72773	Medical Only	1/8/2012	1/17/2012						
Cause of Injury:	Struck or Injured by Fellow Worker, Patient				\$1,044.74	\$955.26	\$0.00	\$0.00	\$2,000.00
Object of Injury:					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nature of Injury:	Strain				\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Occupation:	SO Corrections				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Body Part:					\$1,344.74	\$955.26	\$0.00	\$0.00	\$2,300.00
<hr/>									
12000076119 COG12-76619	Medical Only	4/2/2012	4/16/2012						
Cause of Injury:	Cut, Puncture, Scrape - Injured by Hand Tool, Utensil; Not Powers				\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Object of Injury:					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nature of Injury:	Laceration				\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Occupation:	SO Corrections				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Body Part:					\$2,300.00	\$0.00	\$0.00	\$0.00	\$2,300.00
<hr/>									
12000074225 COG12-74225	Medical Only	2/20/2012	2/21/2012						
Cause of Injury:	Absorption, Ingestion or Inhalation, NOC				\$1,544.23	\$455.77	\$0.00	\$0.00	\$2,000.00
Object of Injury:					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nature of Injury:	All Other Injuries, NOC				\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Occupation:	Corrections				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Body Part:					\$1,844.23	\$455.77	\$0.00	\$0.00	\$2,300.00
<hr/>									
12000073470 COG12-73470	Medical Only	1/3/2012	2/7/2012						
Cause of Injury:	Struck or Injured by Fellow Worker, Patient				\$4,730.00	\$2,689.70	\$0.00	\$0.00	\$7,419.70
Object of Injury:					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nature of Injury:	Contusion				\$654.00	\$346.00	\$0.00	\$0.00	\$1,000.00
Occupation:	Corrections				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Body Part:					\$5,384.00	\$3,035.70	\$0.00	\$0.00	\$8,419.70

Selection Criteria:

As-of Date: 05/31/2012
DOI From: 10/01/2011
Created From: 01/01/1990
Closed From: 01/01/1990
Employer: N/A
Client: COUNTY OF GALVESTON
Policy No:

**Workers' Compensation
Loss Run Open/Closed Report**

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Policy No.	Medical Only	2/12/2012	2/20/2012	Off	Medical:	Expense:	Rehab:	Total:
12000074095 COG12-74095	[REDACTED]				\$1,356.19	\$0.00	\$0.00	\$1,356.19
Cause of Injury:	Other--Miscellaneous, NOC				\$143.81	\$0.00	\$0.00	\$143.81
Object of Injury:					\$0.00	\$0.00	\$0.00	\$0.00
Nature of Injury:	All Other Injuries, NOC				\$200.00	\$0.00	\$0.00	\$200.00
Occupation:	Corrections				\$0.00	\$0.00	\$0.00	\$0.00
Body Part:					\$0.00	\$0.00	\$0.00	\$0.00
12000075563 COG12-75563	[REDACTED]	2/24/2012	3/28/2012	Off	Medical:	Expense:	Rehab:	Total:
Cause of Injury:	Struck or Injured by Fellow Worker, Patient				\$9,320.87	\$0.00	\$0.00	\$9,320.87
Object of Injury:					\$0.00	\$0.00	\$0.00	\$0.00
Nature of Injury:	Sprain				\$1,356.00	\$144.00	\$0.00	\$1,500.00
Occupation:	So ISD's				\$0.00	\$0.00	\$0.00	\$0.00
Body Part:					\$0.00	\$0.00	\$0.00	\$0.00
12000074820 COG12-74820	[REDACTED]	2/6/2012	3/8/2012	Off	Medical:	Expense:	Rehab:	Total:
Cause of Injury:	Foreign Matter (body) in Eye(s)				\$1,719.91	\$0.00	\$0.00	\$1,719.91
Object of Injury:					\$0.00	\$0.00	\$0.00	\$0.00
Nature of Injury:	Foreign Body				\$400.00	\$0.00	\$0.00	\$400.00
Occupation:	SO Admin				\$0.00	\$0.00	\$0.00	\$0.00
Body Part:					\$0.00	\$0.00	\$0.00	\$0.00
12000072772 COG12-72772	[REDACTED]	1/16/2012	1/17/2012	Off	Medical:	Expense:	Rehab:	Total:
Cause of Injury:	Fall, Slip or Trip, NOC				\$4,294.11	\$0.00	\$0.00	\$4,294.11
Object of Injury:					\$0.00	\$0.00	\$0.00	\$0.00
Nature of Injury:	Contusion				\$526.00	\$534.00	\$0.00	\$1,060.00
Occupation:	SO Corrections				\$0.00	\$0.00	\$0.00	\$0.00
Body Part:					\$0.00	\$0.00	\$0.00	\$0.00
11000069659 COG11-69659	[REDACTED]	10/6/2011	10/11/2011	Off	Medical:	Expense:	Rehab:	Total:
Cause of Injury:	Struck or Injured by Fellow Worker, Patient				\$3,000.00	\$0.00	\$0.00	\$3,000.00
Object of Injury:					\$4,000.00	\$0.00	\$0.00	\$4,000.00
Nature of Injury:	Multiple Physical Injury Only				\$600.00	\$130.00	\$0.00	\$730.00
Occupation:	SO Corrections				\$0.00	\$0.00	\$0.00	\$0.00
Body Part:					\$0.00	\$0.00	\$0.00	\$0.00

Selection Criteria:

As-of-Date: 05/31/2012
 DOI From: 10/01/2011
 Created From: 01/01/1990
 Closed From: 01/01/1990
 Employer: N/A
 Client: COUNTY OF GALVESTON
 Policy No:

**Workers' Compensation
 Loss Run Open/Closed Report**

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SubTotal by Open Claims		Medical:	\$38,855.46	\$30,473.67	\$0.00	\$0.00	\$0.00	\$0.00	\$69,329.13
Claims:	15	Indemnity:	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00
		Expense:	\$6,892.00	\$1,370.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,262.00
		Rehab:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Total:	\$49,747.46	\$31,843.67	\$0.00	\$0.00	\$0.00	\$0.00	\$81,591.13

Closed Claims

Selection Criteria:

As-of Date: 05/31/2012
DOI From: 10/01/2011
Created From: 01/01/1990
Closed From: 01/01/1990
Employer: N/A
Client: COUNTY OF GALVESTON
Policy No:

**Workers' Compensation
Loss Run Open/Closed Report**

Policy No	Injury Date	Medical Only	2/9/2012	2/14/2012	4/20/2012	Off Medical	Off Medical	Expenses	Rehab	Total
12000073810 COG12-73810	[REDACTED]	Medical Only						\$750.20	\$0.00	\$750.20
Cause of Injury: Fall, Slip or Trip, NOC										
Object of Injury: [REDACTED]										
Nature of Injury: Strain										
Occupation: Corrections										
Body Part:										
12000073392 COG12-73392	1/28/2012	Medical Only		2/3/2012	5/14/2012			\$441.14	\$0.00	\$441.14
Cause of Injury: Absorption, Ingestion or Inhalation, NOC										
Object of Injury: [REDACTED]										
Nature of Injury: All Other Injuries, NOC										
Occupation: Corrections										
Body Part:										
11000070224 COG11-70224	10/21/2011	Medical Only		11/2/2011	12/1/2011			\$65.06	\$0.00	\$65.06
Cause of Injury: Foreign Matter (body) in Eye(s)										
Object of Injury: [REDACTED]										
Nature of Injury: Foreign Body										
Occupation: Corrections										
Body Part:										
11000070913 COG11-70913	11/20/2011	Medical Only		11/22/2011	12/22/2011			\$0.00	\$0.00	\$0.00
Cause of Injury: Other-Miscellaneous, NOC										
Object of Injury: [REDACTED]										
Nature of Injury: All Other Injuries, NOC										
Occupation: SO Corrections										
Body Part:										
SubTotal by Closed Claims										
Medical: \$3,949.57										
Indemnity: \$0.00										
Expense: \$0.00										
Rehab: \$0.00										
Total: \$3,949.57										
Claims: 9										
SubTotal by Employer: County of Galveston - Sheriff Dept and All Subdivisions										
Medical: \$38,855.46										
Indemnity: \$4,000.00										
Expense: \$6,892.00										
Rehab: \$0.00										
Total: \$49,747.46										
Claims: 24										

Selection Criteria:

As-of-Date: 05/31/2012
 DOI From: 10/01/2011
 Created From: 01/01/1990
 Closed From: 01/01/1990
 Employer: N/A
 Client: COUNTY OF GALVESTON
 Policy No:

**Workers' Compensation
 Loss Run Open/Closed Report**

County of Galveston - Tax Assessor/Collector and All Subdivisions

Open Claims

Case #	Claimant Name	Claim Sub Type	D.O.L	ReOpened	Opened	Closed	RTW Date Reserves	MMI Date Payments	PIR Date Deduction	Retention	Recoveries	Incurred
12000073478 COG12-73478	[REDACTED]	Medical Only	1/25/2012		2/7/2012							
	Cause of Injury: Fall, Slip or Trip, NOC											
	Object of Injury: Indemnity:						\$1,512.48	\$487.52	\$0.00	\$0.00	\$0.00	\$2,000.00
	Nature of Injury: Multiple Physical Injury Only						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Occupation: Tax						\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
	Rehab:						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total:						\$1,812.48	\$487.52	\$0.00	\$0.00	\$0.00	\$2,300.00

SubTotal by Open Claims

Medical:	\$1,512.48	\$487.52	\$0.00	\$0.00	\$0.00	\$2,000.00
Indemnity:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expense:	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
Rehab:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$1,812.48	\$487.52	\$0.00	\$0.00	\$0.00	\$2,300.00

Closed Claims

Case #	Claimant Name	Claim Sub Type	D.O.L	ReOpened	Opened	Closed	RTW Date Reserves	MMI Date Payments	PIR Date Deduction	Retention	Recoveries	Incurred
12000072550 COG12-72550	[REDACTED]	Medical Only	1/6/2012		1/9/2012	2/29/2012						
	Cause of Injury: Fall, Slip or Trip, NOC											
	Object of Injury: Indemnity:						\$0.00	\$540.39	\$0.00	\$0.00	\$0.00	\$540.39
	Nature of Injury: Multiple Physical Injury Only						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Occupation: Tax						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Rehab:						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total:						\$0.00	\$540.39	\$0.00	\$0.00	\$0.00	\$540.39

SubTotal by Closed Claims

Medical:	\$0.00	\$540.39	\$0.00	\$0.00	\$0.00	\$540.39
Indemnity:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expense:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rehab:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$0.00	\$540.39	\$0.00	\$0.00	\$0.00	\$540.39

County of Galveston - Tax Assessor/Collector and All Subdivisions

SubTotal by Employer:

1	Medical:	\$1,512.48	\$1,027.91	\$0.00	\$0.00	\$2,540.39
	Indemnity:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Expense:	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
	Rehab:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total:	\$1,812.48	\$1,027.91	\$0.00	\$0.00	\$2,840.39

County of Galveston and All Subdivisions

SubTotal by Employer:

42	Medical:	\$72,456.34	\$44,402.76	\$0.00	\$0.00	\$116,859.10
	Indemnity:	\$16,651.80	\$5,607.65	\$0.00	\$0.00	\$22,259.45
	Expense:	\$12,870.00	\$1,514.00	\$0.00	\$0.00	\$14,384.00
	Rehab:	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00
	Total:	\$102,578.14	\$51,524.41	\$0.00	\$0.00	\$154,102.55

Selection Criteria:

As-of-Date: 05/31/2012
DOI From: 10/01/2011
Created From: 01/01/1990
Closed From: 01/01/1990
Employer: N/A
Client: COUNTY OF GALVESTON
Policy No:

**Workers' Compensation
Loss Run Open/Closed Report**

DOI To: 05/31/2012
Created To: 05/31/2012
Closed To: 05/31/2012

Printed: 5/31/2012 Page 21 of 22

SubTotal by Client:		COUNTY OF GALVESTON			
Medical:	\$72,456.34	\$44,402.76	\$0.00	\$0.00	\$116,859.10
Indemnity:	\$16,651.80	\$5,607.65	\$0.00	\$0.00	\$22,259.45
Expense:	\$12,870.00	\$1,514.00	\$0.00	\$0.00	\$14,384.00
Rehab:	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00
Total:	\$102,578.14	\$51,524.41	\$0.00	\$0.00	\$154,102.55

Selection Criteria:

As-of Date: 05/31/2012
DOI From: 10/01/2011
Created From: 01/01/1990
Closed From: 01/01/1990
Employer: N/A
Client: COUNTY OF GALVESTON
Policy No:

**Workers' Compensation
Loss Run Open/Closed Report**

DOI To: 05/31/2012
Created To: 05/31/2012
Closed To: 05/31/2012

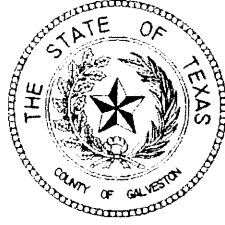
Printed: 5/31/2012 Page 22 of 22

Report Total:	Claims:	42	Medical:	\$72,456.34	\$44,402.76	\$0.00	\$0.00	\$0.00	\$0.00	\$116,859.10
			Indemnity:	\$16,651.80	\$5,607.65	\$0.00	\$0.00	\$0.00	\$0.00	\$22,259.45
			Expense:	\$12,870.00	\$1,514.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,384.00
			Rehab:	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
			Total:	\$102,578.14	\$51,524.41	\$0.00	\$0.00	\$0.00	\$0.00	\$154,102.55

GALVESTON COUNTY WORKERS' COMPENSATION PROGRAM

valued as of 5/31/2012

Fund Year	# of Claims	# Lost Time Claims	Incurred Claim \$
11 / 12	41	5	\$154,102.55
10 / 11	82	19	\$552,874.22
09 / 10	100	30	\$1,047,770.88
08 / 09	90	22	\$463,170.89
07 / 08	83	16	\$510,263.13



County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, January 27, 2012)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following attached forms to:

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax

- Form PEID:** Person /Entity Information Data
Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form.)
Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000.00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371**.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

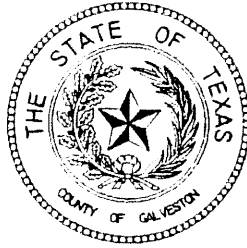
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax

1.	Business Name:			
	Attention Line:			
2.	Physical Address:			
	City:		State:	Zip+4:
3.	Billing / Remit Address:			
	City:		State:	Zip+4
4.	Main Contact Person:			
	Main Phone Number:			
	Fax Number:			
	E-mail Address:			

Areas below are for County use only.

Requested By:	Phone / Ext. #
Department:	Date:

Action Requested - Check One:	IFAS PEID Vendor Number:	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> One Time	<input type="checkbox"/> Foster Child	

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.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is 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 *How to get a TIN* on page 3.

Social security number															
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

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 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date