

AI-11859
Public Hearing - Water Facility Plan
DRAINAGE DISTRICT

4.

Date: 10/28/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Public hearing to consider public comments regarding District's Water Facility Plan. This Plan will evaluate the reuse of surface / sub-surface runoff and shallow groundwater captured by the District's existing and or additional drainage facilities for beneficial uses within Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 04:34 PM	APRV
2	Court Administrator	Angela Garcia	10/23/2008 09:25 AM	APRV

Form Started By: Monica Badillo
Started On: 10/22/2008 01:52 PM
Final Approval Date: 10/23/2008

AI-11850

5.

**Section 125 Voluntary Insurance Products-Dental Only
DRAINAGE DISTRICT**

Date: 10/28/2008

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise a Request for Proposals (RFP) with approval of draft specifications for "Voluntary Group Dental Plan for Employees" for a contract term of one (1) year as directed by CC on 10-21-08.

BACKGROUND

Fiscal Impact

Attachments

Link: [specs](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/24/2008 07:41 AM	APRV
2	Court Administrator	Angela Garcia	10/24/2008 08:32 AM	APRV

Form Started By: Gricelda Villarreal
Started On: 10/22/2008 11:56 AM

Final Approval Date: 10/24/2008

**COUNTY OF HIDALGO
REQUEST FOR PROPOSAL
"GROUP VOLUNTARY DENTAL PLAN"
RFP NO: 08-350-00-00CGV**

OVERVIEW:

The County of Hidalgo is seeking to engage Providers to furnish benefits for the dental care insurance offered by Hidalgo County to its employees and the employees' dependents. This process includes a Request for Proposal for fully insured and self-insured Dental Insurance Coverage. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "**Group Voluntary Dental Plan**" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, _____, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the Group Voluntary Dental Plan Provider selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offer s Hidalgo County.

Deliver Submittal to:

RFP No: 08-350-00-00CGV
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

**RFP NO. 08-350-00-00CGV
"Group Voluntary Dental Plan"**

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Friday, _____, 2008 at 5:00 P.M. at (956) 318-2629.** Responses will be sent to all applicants

via facsimile by Wednesday, _____, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

PROOF OF ERRORS AND OMISSIONS POLICY: All insurance companies, third party administrators and brokers or agents must furnish valid evidence of Commercial General Liability and/or Errors and Omissions coverage, underwritten by a carrier with a minimum A.M. Best (A-) Rating. Liability limits must be a stated aggregate of \$1,000,000.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - RFP REQUIREMENTS

Experience/Qualifications: Proposers shall possess the following experience:

- Must have previous experience within the State of Texas, and will furnish bonafide references within their proposal to substantiate this experience.
- Proposer certifies they are a duly qualified , capable, bondable business entity, and have not filed for bankruptcy, and that they are not in receivership, nor contemplates the same.

Request For Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

Personnel and Staffing: The firm must provide biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

Required Certificates and Submittal: Proposers must be certified by the State of Texas and licensed to perform the professional services required or implied by the Request for Proposal. This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS, and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

DURATION OF CONTRACT: The initial term of the contract shall be for one (1) year period, February 1, 2009 – January 31, 2010, (12-months)..

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service and further detailed herein under Exhibit “B”- Selection Criteria.

Proposal Ranking: The Consultant for Hidalgo County will evaluate the proposals and present a recommendation. Thereafter the Hidalgo County Commissioners’ Court will rank and/or award the proposal.

Negotiation Process: If applicable, the number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

Additional Information to Terms and Conditions: All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday,** _____, 2008.

EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

SECTION IV – SCOPE OF SERVICES/TERMS AND CONDITIONS

GENERAL OVERVIEW

Introduction

The intent of Hidalgo County is to engage Providers/Contractor's to furnish benefits for the dental care insurance offered by Hidalgo County to its employees and the employees' dependents. This process includes a Request for Proposal for fully insured and self-insured Dental Insurance Coverage.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the Group Voluntary Dental Plan Provider selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offer s Hidalgo County.

Offerers should apprise themselves of all available information. Offerers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposal should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force benefits.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the offerer.

Conditions of Proposal

1. Preparation of Proposal

- a) All information required by the proposal form shall be furnished.
- b) Specification price sheets, specifications and necessary information are attached.
- c) Alternate Proposal – Request for Proposal
Alternate Proposals will be considered. All alternate Proposals should be clearly marked: "Alternate Plan I, Alternate Plan II, etc." Offerers are encouraged to be creative and to present their most competitive coverage and pricing Proposal.
- d) The county reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.

- e) If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing quoters would be detrimental to your company, clearly identify those portions. It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled "CONFIDENTIAL". The identified portions will be protected from disclosure to the extent possible under the law.
- f) Proposals will be opened so as to avoid disclosure of contents to competing offerers, and not be made public during the process of negotiation. However, all Proposals shall be open for public inspection after the award of the contract, except for any bonafide trade secrets and/or confidential information contained in the proposal and identified as such.
- g) Clarification of Objection to Proposal Requirements:

All such requests for information can only be made in writing to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281
Edinburg, Texas 78539

WRITTEN QUESTIONS/INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, _____, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications requirements as set forth in this request for proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail.

Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection.

The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

Historical Background

The current dental plan has been fully insured through _____ for ____ years. The county would like to continue with the same level of benefits. Hidalgo County pays 0% of the employee only cost. Hidalgo County is also interested in reviewing self-funded proposals.

BENEFIT SPECIFICATIONS

It is the intention of Hidalgo County to maintain, as much as possible, the current benefit levels. However, it is understood that proposers may not be able to match current benefits in total. Hidalgo County will consider and evaluate alternative proposals. Please base your proposal on the current level of benefits as close as possible. Clearly indicate any deviations in benefits in your proposal. Offerers are encouraged to be creative and to present their most competitive coverage and pricing proposal utilizing the current benefit structure as a basis.

RATE GUARANTEE

Hidalgo County desires a one-year (12 months) rate guarantee.

DRAFT

AI-11878

6.

Fastenal

DRAINAGE DISTRICT

Date: 10/28/2008

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Submitted For: Jaime Salazar

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to purchase supplies through the District's membership with (TXMAS) Texas Multiple Award Schedule Contract #7-51V020 "Fastenal Company" as it relates to the Levee Rehabilitation Project.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 04:38 PM	APRV
2	Court Administrator	Angela Garcia	10/23/2008 09:25 AM	APRV

Form Started By: Jaime Salazar
Started On: 10/22/2008 03:19 PM

Final Approval Date: 10/23/2008

AI-11884

7.

Change order

DRAINAGE DISTRICT

Date: 10/28/2008
Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT
Submitted For: Sylvia Sanchez
Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of Change Order #1 (increase) for Troesper Road Drainage Outfall. Engineer Javier Hinojosa and Valley Paving (contractor)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/22/2008 04:38 PM	APRV
2	Court Administrator	Angela Garcia	10/23/2008 09:25 AM	APRV

Form Started By: Sylvia Sanchez
Started On: 10/22/2008 04:04 PM

Final Approval Date: 10/23/2008

**Levee Agenda Items
DRAINAGE DISTRICT**

Date: 10/28/2008
Submitted By: Minerva Luna, DRAINAGE DISTRICT
Submitted For: Lora Briones
Department: DRAINAGE DISTRICT

Information

CAPTION

A. Approval of Work Authorizations of Professional Engineering Services to be provided by L & G Engineering Laboratory for Construction Material Testing on USIBWC Hidalgo Protective Levee Improvement Project as follows:

- 1. Work Authorization No. 34 for DHS Segment 0-9 Phase II
- 2. Work Authorization No. 35 for DHS Segment 0-6A
- 3. Work Authorization No. 36 for DHS Segemnt 0-6B and 0-6C

B. Approval of Budget amendment to reallocate funding of DHS Segments by the additional amount receive from the Department of Homeland Sercurity (DHS) Cooperative Agreement Amendment awarded on September 30, 2008. Funding per segment is in accordance with DHS's amemendd agreement schedule.

C. Approval of payment of Invoices to Dannenbaum Engineering for professional engineering services in relation to the following DHS Levee Segments;

- 1. DHS Segment 0-5 Invoice 441001/08/XV
- 2. DHS Segment 0-7 Invoice 441002/07/XV
- 3. DHS Segment 0-9 Ph I Invoice 441004/07/XV
- 4. DHS Segment 0-10 Invoice 441005/07/XV

D. Request approval to process of manual check to Dannenbaum Engineering pending approval from County Auditor and pending the electronic of funds from the Department of Homeland Security (DHS)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Veronica Lopez	10/24/2008 10:52 AM	APRV
2		Court Administrator	Angela Garcia	10/24/2008 11:07 AM	APRV

Form Started By: Minerva Luna

Started On: 10/24/2008 10:48
AM

Final Approval Date: 10/24/2008

AI-11937

9.

**Individual Stop Loss - Policy Options
DRAINAGE DISTRICT**

Date: 10/28/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation for discussion, consideration and action on "Hidalgo County Individual with "ING". Policy will expire on January 31, 2009 but Hidalgo County has the option to renew/extend for an additional year with Commissioners Court approval. The insurance carrier (ING) is currently working the preliminary documentation for the purposes of providing renewal premium pricing/terms for coverages expiring January 31, 2009; or in the alternative;

B. Requesting authority to advertise for "Hidalgo County Individual Stop Policy"

BACKGROUND

Fiscal Impact

Attachments

Link: [ING Policy](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	10/24/2008 03:48 PM	APRV
2	Court Administrator	Angela Garcia	10/24/2008 03:51 PM	APRV

Form Started By: Vangie Garcia
Started On: 10/24/2008 02:58 PM

Final Approval Date: 10/24/2008

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

C-07-126A-12-05

Plan Sponsor: Hidalgo County

Plan Sponsor Group No: 66028-1

Contract Period: From February 1, 2008 through January 31, 2009

Third Party Claim Administrator Name: BlueCross BlueShield (TX Healthcare Service Corporation)

INDIVIDUAL EXCESS RISK (coverage provided if checked)

BENEFITS TO BE COVERED:

Medical

Other (please specify): Prescription Drugs

CONTRACT BASIS:

Incurred and paid in 12 months

Incurred in 15 months and paid in 12 months

Paid in 12 months

Incurred in 12 months and paid in 15 months

Incurred in 12 months and paid in 12 months

Other:

Individual Deductible: Yes No

\$100,000.00 per Individual

Lasered individuals as identified in the disclosure process: N/A

True Family Deductible: Yes No

\$ per Family

Aggregating Individual Deductible: Yes No

\$(Individual Excess Risk must be elected)

Benefit Percentage 100%

ReliaStar Life's:

Maximum Individual Annual Benefit: \$N/A

Maximum Individual Lifetime Benefit: \$2,000,000.00 minus the Individual Deductible

Monthly premium rates: \$27.60 Employee

\$60.85 Employee + Family

Optional (will apply if checked)

Advance Funding

Terminal Liability

Laser Free Renewal Option for renewal. Maximum renewal increase for limited to %.

Minimum Enrollment Required for Renewal of Coverage: 100 Employees Covered for Medical.

Covered Individuals are defined in the Employee Benefit Plan with the exception of: N/A

Coverage Exclusions and Limitations defined in this policy will apply with the exception of: N/A

Waiver of Actively at Work Requirement: The employees' actively at work requirements are waived, on the effective date of ReliaStar's coverage, for those employees who have been covered under the Plan Sponsor's self-funded Plan of Benefits.

Premium Due Date: Individual Excess Risk is due the first day of each policy month.

Approved for ReliaStar Life:

Date: 4/15/08 By: [Signature]

Group Name: Hidalgo County

Group Number: 66028-1

RELIASTAR LIFE INSURANCE COMPANY

Home Office: Minneapolis, Minnesota 55440

GROUP POLICY NUMBER: 66028-1EXRSK

EFFECTIVE DATE: February 1, 2008

ANNIVERSARY DATE: February 1

PLAN SPONSOR: Hidalgo County

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE PLAN SPONSOR DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE PLAN SPONSOR IS A NON-SUBSCRIBER, THE PLAN SPONSOR LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE PLAN SPONSOR MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND APPROVED.

ReliaStar Life Insurance Company (ReliaStar Life) agrees to pay the benefits stated in this Policy at its Home Office when it receives proof of a valid claim.

This Policy is issued in consideration of the Plan Sponsor's Application and payment of premiums when due. A copy of the Plan Sponsor's Application is attached and forms a part of this Policy.

This Group Policy is effective on the Effective Date for an initial Policy Year ending February 1, 2009. Policy Months and subsequent Policy Years are determined from the Anniversary Date. All periods of insurance will begin and end at 12:01 a.m. Standard Time at the Plan Sponsor's place of business.


The first premium is due and payable in full on the Effective Date. Each subsequent premium is due and payable in full on its respective Premium Due Date.

ReliaStar Life, in performing its obligations under this Policy, is limited in its obligations to those described herein. ReliaStar Life is not a party to, nor a guarantor of, the self-funded benefits which are provided by the Plan Sponsor. ReliaStar Life is not a Plan Administrator or Fiduciary with respect to any such Plan as those terms are used in the Employee Retirement Income Security Act of 1974.

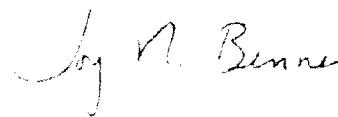
The Plan Sponsor understands the liability assumed under the portion of the Employee Benefit Plan which he is self-insuring and further understands that he is exempted from Article 1.14-1 of the Texas Insurance Code only if a qualified Employee Benefits Plan has been filed and meets the requirements of ERISA.

This Group Policy is delivered in the state of Texas and is governed by its laws.

Executed at Minneapolis, Minnesota on April 28, 2008.


Donald A. Pelletier
President


Registrar
This Group Policy Provides
Individual Excess Risk Insurance


Joy A. Benner
Secretary

Noncontributory

Nonparticipating

ER03TX90

C-07-126A12-05

ING - Excess Risk Insurance

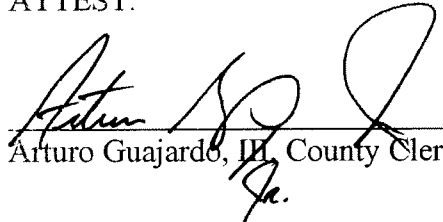
Hidalgo County

COUNTY OF HIDALGO



Juan D. Salinas, III County Judge

ATTEST:



Arturo Guajardo, III County Clerk



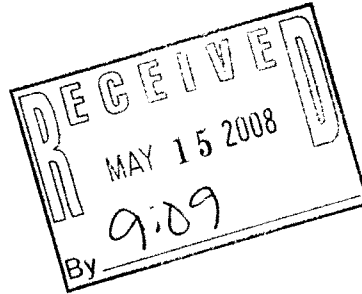
EMPLOYEE BENEFITS

Gayle York
Account Manager

Direct: 972.419.5772
Email: gayle.york@us.ing.com

May 12, 2008

Fred Reyna
Hidalgo County
2818 S. Business Highway 281
Edinburg, TX 78541



*Delivered by Fred
RY.*

Re: Excess Risk Insurance, Group No. 66028-1

Dear Fred:

Enclosed is the Excess Risk Insurance contract effective February 1, 2008. Please retain this in your files. Should you have any questions, please do not hesitate contacting me.

Sincerely,

Gayle York
Gayle York
Account Manager

Enc.

Cc: Robert Garza, The McAfee Agency

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

Plan Sponsor: Hidalgo County
Plan Sponsor Group No: 66028-1
Contract Period: From February 1, 2008 through January 31, 2009
Third Party Claim Administrator Name: BlueCross BlueShield (TX Healthcare Service Corporation)

INDIVIDUAL EXCESS RISK (coverage provided if checked)

BENEFITS TO BE COVERED:

Medical Other (please specify): Prescription Drugs

CONTRACT BASIS:

Incurred and paid in 12 months Incurred in 12 months and paid in 15 months
 Incurred in 15 months and paid in 12 months Incurred in 12 months and paid in 12 months
 Paid in 12 months Other:

Individual Deductible: Yes No
\$100,000.00 per Individual

Lasered individuals as identified in the disclosure process: N/A

True Family Deductible: Yes No
\$ per Family

Aggregating Individual Deductible: Yes No
\$ (Individual Excess Risk must be elected)

Benefit Percentage 100%

ReliaStar Life's:

Maximum Individual Annual Benefit: \$N/A
Maximum Individual Lifetime Benefit: \$2,000,000.00 minus the Individual Deductible

Monthly premium rates: \$27.60 Employee
\$60.85 Employee + Family

Optional (will apply if checked)

Advance Funding
 Terminal Liability
 Laser Free Renewal Option for renewal. Maximum renewal increase for limited to %.

Minimum Enrollment Required for Renewal of Coverage: 100 Employees Covered for Medical.

Covered Individuals are defined in the Employee Benefit Plan with the exception of: N/A

Coverage Exclusions and Limitations defined in this policy will apply with the exception of: N/A

Waiver of Actively at Work Requirement: The employees' actively at work requirements are waived, on the effective date of ReliaStar's coverage, for those employees who have been covered under the Plan Sponsor's self-funded Plan of Benefits.

Premium Due Date: Individual Excess Risk is due the first day of each policy month.

Approved for ReliaStar Life: Date: 4/15/08 By: [Signature]

Group Name: Hidalgo County
Group Number: 66028-1

GROUP POLICY

Hidalgo County

Group Benefit Plan: 0066028-1
Hidalgo County Hidalgo County Stoploss - Account 6

INITIAL PREMIUM RATE NOTIFICATION

MODE OF PAYMENT	EFFECTIVE
Monthly	02/01/2008

COVERAGE	PREMIUM RATES
Individual Excess Risk Employee	\$ 27.60
Individual Excess Risk Employee + Family	60.85

Please see corresponding Excess Risk Schedule for plan specifications.

Dallas Office/2

Produced on: 04/15/2008

Page 1 of 1

All products and services provided by ReliaStar Life Insurance Company or ReliaStar Life Insurance Company of New York.

TABLE OF CONTENTS

DEFINITIONS 1

MISCELLANEOUS PROVISIONS.....2

INDIVIDUAL EXCESS RISK INSURANCE 5



IMPORANT NOTICE


To obtain information or make a complaint:

You may call Reliastar's toll-free telephone number for information or to make a complaint at

1-800-323-4900

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439



You may write the Texas Department of Insurance

P. O. Box 149104
Austin, TX 78714-9104
FAX # (512) 474-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact Reliastar first. If the dispute is not resolved, you may contact the Texas Insurance Department.

ATTACH THIS NOTICE TO YOUR POLICY: This notice does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de ReliaStar Life para información o para someter una queja al

1-800-323-4900

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P. O. Box 149104
Austin, TX 78714-9104
FAX # (512) 474-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con ReliaStar Life primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Esta aviso es sólo para propósito de informacín y no se convierte en parte o condición del documento adjunto.

DEFINITIONS

CLAIM PAYOR means a Third Party Claim Payor as defined in the Miscellaneous Provisions section of this Policy, or the Plan Sponsor if no Third Party Claim Payor has been designated to pay claims for the Plan Sponsor's Employee Benefit Plan.

CONTRACT PERIOD means the time period specified in the Excess Risk Schedule and used in determining a Plan Sponsor's eligibility for benefits under this Policy. The initial Contract Period for a Plan Sponsor is also shown in the Plan Sponsor's Application. Subsequent Contract Periods are shown on a separate Excess Risk Schedule.

COVERED INDIVIDUAL means an Employee or a Dependent of an Employee.

DEPENDENT means, subject to the limitations of this Policy, an Employee's dependent who is covered by the terms of the Employee Benefit Plan. If an Employee acquires an additional dependent who is covered under the terms of the Employee Benefit Plan, coverage will be provided under this Policy for expenses incurred by the Plan Sponsor on behalf of the Dependent.

EMPLOYEE means, except as may be provided in the Plan Sponsor's Excess Risk Schedule and subject to the limitations of this Policy, an individual who is:

- covered by the terms of the Employee Benefit Plan;
- actively at work; and
- primarily employed with or a member of the Plan Sponsor.

Coverage will not be effective under this Policy for expenses incurred by the Plan Sponsor on behalf of an Employee until the Employee has reported for active work on a regular working day on or after the later of the Effective Date of:

- the Plan Sponsor's Policy; or
- the Employee's coverage under the Employee Benefit Plan.

EMPLOYEE BENEFIT PLAN means a self-funded plan of benefits which the Plan Sponsor provides for eligible Employees and their eligible Dependents. The benefits are described in a written document. A copy of the document which describes the plan in effect on the Effective Date of a Plan Sponsor's Policy is attached to the Application. Amendments to the Employee Benefit Plan will be included when they occur only to the extent provided in the Material Changes Affecting the Employee Benefit Plan section of this Policy.

EXPECTED CLAIMS RATE means the amount of Expected Claims per month per Unit. The initial Expected Claims Rate(s) is (are) as stated in the Excess Risk Schedule. ReliaStar Life will redetermine the Expected Claims Rate on each anniversary of the Effective Date of the Plan Sponsor's coverage hereunder and on the effective date of each material change to the Employee Benefit Plan.

EXPERIMENTAL OR INVESTIGATIONAL means the use of any treatment, procedure, facility, equipment, drug, device or supply not accepted as standard medical treatment of a condition or illness, or any of such items requiring federal or other government agency approval not granted at the time services are provided.

INCURRED means the date on which services relating to an Eligible Excess Risk Expense were provided to a Covered Individual under the Plan Sponsor's plan.

MAXIMUM INDIVIDUAL LIFETIME BENEFIT means the maximum amount of eligible Excess Risk expenses ReliaStar Life will pay to a Plan Sponsor on behalf of a Covered Individual over the lifetime of that individual. This amount will not be affected by any restoration of an individual's lifetime maximum by the Plan Sponsor under the Employee Benefit Plan, nor by a change of the Plan Sponsor's Third Party Claim Payor.

PLAN SPONSOR means the organization described in the Application which is approved for coverage by ReliaStar Life under this Policy.

RELIASTAR LIFE means ReliaStar Life Insurance Company at its Home Office in Minneapolis, Minnesota.

UNIT means, with respect to Medical, Dental, Vision and Prescription Drug coverage, an Employee, an Employee with Dependents, or such other defined Unit as set forth in the Excess Risk Schedule. With respect to Short Term Disability Income coverage, Unit means \$10 in Disability Income Benefits.

MISCELLANEOUS PROVISIONS

PREMIUMS: The initial premium rates are stated in the Excess Risk Schedule. ReliaStar Life may change the premium rates:

- whenever the Plan Sponsor amends or materially changes the Employee Benefit Plan; and
- when this Policy is amended.

The premium rates may also be changed on any premium due date after the first Contract Period.

PAYMENT OF PREMIUMS: Premiums for Excess Risk Insurance are payable by the Plan Sponsor to ReliaStar Life at its Home Office no later than the Premium Due Date specified in the Excess Risk Schedule.

GRACE PERIOD AND TERMINATION: A grace period without interest charge will be allowed for payment of all or part of any premium after the first premium. The grace period for payment of a premium is the 31 calendar days beginning with its due date.

POLICY TERMINATION: This Policy will terminate on the earliest of the following dates:

- A. The premium due date if any Aggregate Excess Risk premium remains unpaid at the expiration of the grace period.
- B. The end of the grace period if any Individual Excess Risk premium remains unpaid at the expiration of the grace period.
- C. The date ReliaStar Life receives written termination notice from the Plan Sponsor if such notice is received by ReliaStar Life during the grace period for an unpaid premium.
- D. The premium due date next following receipt by the Plan Sponsor of written notice from ReliaStar Life that the coverage is to be terminated.
- E. The effective date of termination of all of the coverage under the Employee Benefit Plan or Trust established by the Plan Sponsor.
- F. The date the Plan Sponsor ceases to self-fund the Employee Benefit Plan or Trust in favor of any other form of insurance or funding mechanism.
- G. The date specified by ReliaStar Life, if ReliaStar Life elects to terminate the Policy under the Material Changes in the Employee Benefit Plan section of this Policy.
- H. The date specified by ReliaStar Life, if ReliaStar Life elects to terminate the Policy under the Third Party Claim payor section of this Policy.

ReliaStar Life will not refund any portion of the premium paid by a Plan Sponsor whose coverage terminates during a Contract Period.

DATA REQUIRED: By the 20th day of each month, the Plan Sponsor will submit to ReliaStar Life, if requested, all proofs, reports, and supporting documents including, but not limited to:

- A monthly summary of all eligible claims payments processed by the Plan Sponsor; and
- The total number of Units covered under the Employee Benefit Plan during the prior month.

The Plan Sponsor will be responsible for the investigation, auditing, calculating and payment of all claims under the Employee Benefit Plan. The Plan Sponsor will keep appropriate records regarding the administration of the Employee Benefit Plan. The Plan Sponsor's records must be available to ReliaStar Life to determine Employee Benefit Plan benefits, proof of claim, and proof of payment of Employee Benefit Plan benefits. The Plan Sponsor shall allow ReliaStar Life or its authorized agent to review and copy, during normal business hours, all records affecting its liability under the Policy.

CLAIM AUDIT: ReliaStar Life may periodically examine any of the Plan Sponsor's records relating to the benefits under the Policy and any claims filed under the Employee Benefit Plan. ReliaStar Life has the right to audit all claims with respect to Eligible Excess Risk Expenses paid under the Employee Benefit Plan, in the event a claim for benefits is made under this Policy.

MISCELLANEOUS PROVISIONS (CONTINUED)

CLERICAL ERROR: Clerical error, whether by the Plan Sponsor, a Third Party Administrator, or by ReliaStar Life in keeping any records pertaining to the coverage, will not invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated. However, upon discovery of such error or delay an equitable adjustment of premiums will be made. In the event that claims data and/or enrollment information furnished to ReliaStar Life is missing or incorrect, ReliaStar Life has the right to recalculate the Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule using the corrected information.

ENTIRE CONTRACT: The entire contract between the parties shall be composed of:

- The Policy;
- The Application of the Plan Sponsor (a copy of which is attached to this Policy when issued); and
- The Excess Risk Schedule.

Unless fraudulent, all statements made by the Plan Sponsor shall be deemed representations and not warranties. No such statement shall be used in defense to a claim under this Policy unless it is contained in the written Application.

PAYMENT OF CLAIMS: All benefits as they become payable under the Policy will be paid to the Plan Sponsor submitting the claim.

NOTICE OF CLAIM: The Plan Sponsor or the Third Party Administrator must make notice of claim within 90 calendar days after the end of the Contract Period. ReliaStar Life may deny any claims received after the end of the 90 calendar day period.

CONFORMITY WITH STATE STATUTES: Any time limitation of this Policy that is less than that allowed by the law of the state in which the subscribed resides will be extended to agree with the minimum period allowed by such law. These time limitations apply to:

- Giving notice of claim.
- Furnishing proof of loss.
- Bringing action.

POLICY AMENDMENTS: ReliaStar Life may amend this Policy on any renewal date.

NON-PARTICIPATING: This Policy shall not be entitled to share in the surplus earnings of ReliaStar Life.

EMPLOYEE BENEFIT PLAN AMENDMENTS: A Plan Sponsor must give written notice of any amendment to the Employee Benefit Plan to ReliaStar Life at its Home Office prior to the effective date of the amendment. If the amendment changes the benefits under the Employee Benefit Plan, the Plan Sponsor's Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule will be recalculated. Any revision to the Plan Sponsor's Expected Claims Rate(s) or Individual Excess Risk Monthly Premium Rate due to an amendment will become effective on the effective date of the amendment. If ReliaStar Life does not receive notice from the Plan Sponsor prior to the effective date of the Plan amendment, ReliaStar Life will determine if benefits are payable based on the Plan Sponsor's Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate calculated without the amendment or (2) with the amendment, whichever is greater.

REIMBURSEMENT: The Plan Sponsor's rights under the Employee Benefit Plan to recover sums paid during the Contract Period on behalf of a Covered Individual are assigned to ReliaStar Life to the extent of any benefits paid under this Policy. Within 10 days of initiating any action of recovery, the Plan Sponsor shall notify ReliaStar Life of its action, and ReliaStar Life shall have the right to intervene in any suit or other proceeding to protect its reimbursement rights. Any recovery, whether by settlement, judgement, or otherwise, shall be treated as a reduction of Eligible Expenses paid by the Plan Sponsor for the Contract Period during which it was reported and ReliaStar Life shall be entitled to receive full reimbursement to the extent of benefits paid under the Policy.

LEGAL ACTION: This Policy is deemed made in the state in which the Plan Sponsor is located, based on its principal office. Any lawsuits brought by either party against the other related to this Policy must be brought in that state and settled according to its laws.

MISCELLANEOUS PROVISIONS (CONTINUED)

REQUIREMENTS TO RENEW COVERAGE: The Plan Sponsor's coverage will be continued in force, subject to any Policy Amendments, with the continued payment of premiums if all of the following requirements are met:

- A. The number of Employees enrolled in the Employee Benefit Plan is equal to 100, or the minimum enrollment required for renewal of coverage as shown on the Excess Risk Schedule, whichever is greater;
- B. At least 75% of all eligible Employees are enrolled in the Employee Benefit Plan or an available HMO plan if contributory, or 100% of all eligible Employees are enrolled in the Employee Benefit Plan or an available HMO plan if non-contributory;
- C. ReliaStar Life has approved the Third Party Claim Payor, if any, selected by the Plan Sponsor to administer claims under the Employee Benefit Plan; and
- D. The Plan Sponsor has not received notice from ReliaStar Life that coverage will be terminated as stated in paragraph (D) of the Policy Termination section above.

MATERIAL CHANGES AFFECTING THE EMPLOYEE BENEFIT PLAN: The Plan Sponsor must give written notice, prior to or as soon thereafter as reasonably possible, of any material change affecting the Employee Benefit Plan to ReliaStar Life at its Home Office. In the case of a change affecting the language of the Employee Benefit Plan, written notice must be given before the effective date of the change. For purposes of this provision, ReliaStar Life will determine the materiality of any change. A material change includes but is not limited to any change in the Plan Sponsor's business or Employee Benefit Plan that alters:

- the type or amount of benefits provided;
- the terms or conditions for eligibility or participation; or
- any other change in the Plan Sponsor's business or Employee Benefit Plan that materially alters ReliaStar Life's risk under this Policy.

If the Plan Sponsor amends the Employee Benefit Plan or changes its business so as to materially alter ReliaStar Life's risk under this Policy, ReliaStar Life will have the right, at its option, to recalculate the Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule and to continue the Plan Sponsor's Policy, or to terminate the Plan Sponsor's coverage. If ReliaStar Life elects to continue the Plan Sponsor's coverage, the new Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate will be effective on the date specified by ReliaStar Life.

THIRD PARTY CLAIM PAYOR means a firm or person which has entered into a written agreement with the Plan Sponsor to pay claims for the Employee Benefit Plan and is a claim payor which has been approved by ReliaStar Life. The duties of the Third Party Claim Payor under this Policy are described in the Third Party Claim Payor Responsibilities section of this Policy.

THIRD PARTY CLAIM PAYOR RESPONSIBILITIES: If claims are paid by a Third Party Claim Payor, ReliaStar Life may require the Plan Sponsor to provide any information possessed by the Third Party Claim Payor and required to administer the coverage, including, but not limited to:

- with respect to Aggregate Excess Risk Insurance, a monthly report showing the total amount of claims paid (on a form designated by ReliaStar Life); and
- with respect to Individual Excess Risk Insurance, a claim report (on a form designated by ReliaStar Life) for any Covered Individual who exceeds the Individual Excess Risk Deductible applicable to such Covered Individual.

ReliaStar Life may periodically examine any of the Third Party Claim Payor's records relating to the insurance under this Policy and any claims filed under the Employee Benefit Plan in the event a claim for benefits is made under this Policy.

CHANGE IN THIRD PARTY CLAIM PAYOR: If the Plan Sponsor decides to change its claim payment arrangement, whether to contract with a new Third Party Claim Payor or to begin functioning as the Third Party Claim Payor, it must give ReliaStar Life at least 60 days advance notice of such change in order to allow adequate time for ReliaStar Life's review and approval of the change in Third Party Claim Payor. The Plan Sponsor's Policy will terminate on the date of such change if ReliaStar Life does not approve the new Third Party Claim Payor.

INDIVIDUAL EXCESS RISK INSURANCE

AMOUNT OF BENEFIT PAYABLE

The Individual Excess Risk benefit payable is subject to ReliaStar Life's Maximum Individual Lifetime Benefit shown on the Excess Risk Schedule and shall be equal to the product of:

- A. the Benefit Percentage multiplied by
- B. the amount of eligible benefits paid to or on behalf of a Covered Individual under the Employee Benefit Plan during the Contract Period which exceeds the Individual Excess Risk Deductible.

The Benefit Percentage, Individual Excess Risk Deductible and Contract Period are shown on the Excess Risk Schedule.

ELIGIBLE INDIVIDUAL EXCESS RISK EXPENSES

Eligible Individual Excess Risk Expenses are those incurred and paid in the time periods listed on the Excess Risk Schedule for the applicable Contract Period. The claims basis and rates for Excess Risk coverage apply to the Contract Period shown in the Excess Risk Schedule. A separate Excess Risk Schedule applies to each new Contract Period.

Eligible Individual Excess Risk Expenses are the benefits which ReliaStar Life's audit has determined to be properly paid by the Plan Sponsor. Such benefits must be paid during the Contract Period to or on behalf of a Covered Individual according to the terms of the Employee Benefit Plan. However, these expenses are subject to both the Coverage Exclusions and Limitations section of this Policy and the Excess Risk Schedule. ReliaStar Life's claim audit procedures are contained in the Miscellaneous Provisions of this Policy.

An Eligible Individual Excess Risk Expense is deemed to be "paid" as of the date a draft or check is mailed, or the date the wire or other legal electronic transfer of funds has been issued by the Employee Benefit Plan to the Covered Individual or his or her assignee. Mailing includes deposit of the check or draft in the U.S. mail or delivering the check or draft for transmission by any other usual means.

WHEN BENEFITS WILL BE PAID

Individual Excess Risk benefits will be paid when a Covered Individual has exceeded the Individual Excess Risk Deductible during the Contract Period shown on the Excess Risk Schedule, subject to all limitations and conditions in the Excess Risk Policy.

TO WHOM BENEFITS WILL BE PAID

Individual Excess Risk Benefits will be paid to the Plan Sponsor. ReliaStar Life will not make payment directly to any Covered Individual or benefit provider. The Plan Sponsor is not to represent ReliaStar Life as the insurer of benefits provided by the Employee Benefit Plan.

INDIVIDUAL EXCESS RISK INSURANCE

COVERAGE EXCLUSIONS AND LIMITATIONS

Eligible Excess Risk Expenses shall not include the following, whether or not such expenses are covered under the Employee Benefit Plan, unless otherwise specifically included in the Excess Risk Schedule:

- A. benefits paid for occupational injury or sickness, including benefits eligible for payment under a worker's compensation or similar law whether or not the Plan Sponsor has elected to provide such coverage;
- B. benefits which are not eligible expenses under the terms of the Employee Benefit Plan;
- C. benefits paid under the Employee Benefit Plan which are in excess of reasonable and customary charges;
- D. expenses incurred prior to the Effective Date of the Plan Sponsor's Policy;
- E. the cost of claim administration and any expense of litigation with individual claimants;
- F. punitive or other damages assessed against the Plan Sponsor, Third Party Claim Payor, or any other party associated with the Employee Benefit Plan;
- G. charges for treatment not required because of sickness or accidental injury;
- H. charges for treatment not recommended and approved by a physician, as the term "physician" or its equivalent is defined under the Employee Benefit Plan;
- I. benefits paid for expenses incurred by individuals who are U.S. Citizens and are assigned outside of the U.S. or traveling outside of the U.S., except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition which requires immediate medical intervention to prevent death, a serious impairment of health, or the potential for imminent dangerous activity by the individual to self or others. Emergencies do not include elective care or care of minor illness or injury. Individuals who are Foreign Nationals temporarily located in the U.S. and receiving a W-2 from the employer may be covered under this Policy. All other Foreign Nationals will not be covered under this Policy;
- J. expenses which are Experimental or Investigational;
- K. provider network fees or charges including, but not limited to, PPO, EPO, and POS access fees, and HMO capitation fees or charges;
- L. benefits paid under the Employee Benefit Plan which would not have been paid if benefits had been coordinated under the provisions of the National Association of Insurance Commissioners Model COB Guidelines as adopted in the state of this Policy's issuance;
- M. benefits paid under the Employee Benefit Plan which would not have been paid if benefits had been coordinated with Medicare, whether or not Medicare is elected by the Covered Individual.

MODIFICATION OF EMPLOYEE DEFINITION SECTION

The Employee definition of this Policy shall be modified for an Employee not actively at work on the Effective Date of the Plan Sponsor's coverage under this Policy to the following extent:

- 1) Coverage will be effective under this Policy for expenses incurred and paid on or after the Effective Date of this Policy by the Plan Sponsor on behalf of an Employee who is not actively at work. The maximum lifetime benefit payable for an Employee not actively at work will be the lesser of ReliaStar Life's or the prior carrier's maximum lifetime benefit. The amount of any benefit payments made by the prior carrier until the Employee returns to active work will be applied toward this maximum lifetime benefit. At that time, the Employee would qualify for ReliaStar Life's maximum lifetime benefit.
- 2) This provision applies only to expenses incurred by the Plan Sponsor on behalf of an Employee not actively at work who was covered under the prior carrier's Individual Excess Risk Insurance on the day immediately preceding the Effective Date of this Policy.

RELIANT STAR LIFE INSURANCE COMPANY

10000 North Loop West, Suite 1000, Houston, Texas 77037

EXCESS RISK APPLICATION

This Plan Sponsor hereby applies for the Excess Risk Insurance coverage as follows to be effective on date indicated.

Name of Plan Sponsor (exact legal name)
Hidalgo County

Address (number and street, city, state, zip code)
P.O. Box 1356 - Fairburg, Texas 78540

Corporation Partnership Sole Proprietorship Other (Specify) County

Nature of Plan Sponsor's Business:
SIC Code: 9110

Are Associated Organizations to be included?

No
 Yes (If "yes," give names)

Number of Eligible Individuals	Employee Only Coverage	2,689	Employees with Dependent Coverage	606
Number of Enrolled Individuals:	Employee Only Coverage	2,689	Employees with Dependent Coverage	606
Number of Individuals Covered Elsewhere	Employee Only Coverage		Employees with Dependent Coverage	

The Claim Payer for coverages checked below for the Employee Benefit Plan is as outlined below:

Name of Claim Payer* (exact legal name of entity)
Blue Cross Blue Shield of Texas
Address of Claim Payer (number and street, city, state, zip code)
901 S. Central Expressway - Richardson, TX 75080

*Claim Payer must be approved by Reliant Star Life prior to acceptance of this Application

AGGREGATE EXCESS RISK YES NO

BENEFITS TO BE COVERED:

Medical Vision Prescription Drugs
 Weekly Disability Income Dental Other (please specify)

INITIAL CONTRACT BASIS:

Incurred and paid in 12 months Incurred in 12 months and paid in 18 months
 Incurred in 18 months and paid in 12 months Incurred in _____ months and paid in _____ months
 Paid in 12 months Other _____

Deductible Adjustment Factor: _____ %

Minimum Aggregate Deductible: See Excess Risk Schedule Current Premium Rate Notification

Reliant Life's Limit of Liability: \$ _____

Optional:

Terminal Benefits

REG-100

INDIVIDUAL EXCESS RISK YES NO

BENEFITS TO BE COVERED

Medical Prescription Drugs Hospitalization Other (specify):

INITIAL CONTRACT BASIS:

Incurred and paid in 12 months Incurred in 12 months and paid in 18 months
 Incurred in 5 months and paid in 12 months Incurred in 12 months and paid in 12 months
 Paid in 12 months Other:

Individual Deductible

Individual Deductible: \$100,000 per Individual

True Family Deductible: \$ per family

Layered individuals as identified in the disclosure process: none

Aggregating Individual Deductible: \$ n/a (Individual Excess Risk must be elected)

Benefit Percentage: 100%

ReliaStar Life's:

Maximum Individual Annual Benefit: \$N/A

Maximum Individual Lifetime Benefit: \$2 million minus the individual deductible

Optional:

Terminal Liability

Attached to and incorporated in this Application is a copy of the Employee Benefit Plan currently in effect for the provision of benefits by the Plan Sponsor to its eligible employees or members.

Are retirees covered under the Employee Benefit Plan? Yes No
If "Yes," is the Employee Benefit Plan Primary? Yes No

The initial Contract Period is from February 1st to January 31st.

The Agent of Record (provided he/she is duly licensed as required by law) is: Robert J. Garza

This insurance is to be effective on February 1, 2008, at 12:01 a.m. Standard Time at the Plan Sponsor's place of business, provided that the first premium is paid in full and that the Claim Disclosure Statement and this Application are accepted by ReliaStar Life.

An advance deposit of \$ 111,091.50 is attached. (The deposit is to equal the first premium.) The deposit will be applied toward payment of the premiums on the insurance requested if the application is accepted by ReliaStar Life. If not accepted, the deposit will be refunded to the Plan Sponsor Applicant.

Witness

Date

PLAN SPONSOR APPLICANT

Hedge County

By

Name of signer (please print)

Title



Important Information About Your Employee Benefits Insurance

Thank you for considering Royal Sun Life Insurance Company (the "Company") for your employee benefits insurance needs. We offer various Employee Benefits insurance products that have different features, benefits, and costs. We are confident that, working with your professional insurance agent, broker, or consultant you will find that one of our products is right for you. Your agent, broker, or consultant may work with many employee benefits insurance companies, and we are pleased that they are presenting one of our products to you. If you decide to purchase, or offer to your employees or members, a policy from us, we would like you to understand how we will pay the selling agent, broker, or consultant.

There are generally three types of payments that may be made to agents, brokers and consultants:

1. **Commissions:** Agents, brokers, or consultants may earn a commission for each Company policy sold. The commission is generally a percentage of the policy premiums paid. The percentage may be higher for agents, brokers, or consultants that sell a larger number of Company policies. The actual percentage and amount of commission paid will vary based on the specific circumstances of the product(s) purchased.
2. **Bonuses:** Agents, brokers, or consultants may receive additional compensation based on a percentage of policy premiums paid for each year a policy remains in force and as rewards for things like achieving certain sales volume levels, sales contest objectives, or other measures. We also may pay for agent, broker, or consultant education, training or attendance at conventions, and may pay bonuses, provide advance commissions and/or loans with an expectation that the advancement and/or loans be repaid as new policies are issued, reimburse expenses or provide other payments or benefits.
3. **Administrative/Service Fees:** Agents, brokers, or consultants may provide administrative services and marketing support for a flat fee, a percentage of policy premiums paid, or, a fee based on the amount of commissions earned from the initial sale. The agents, brokers or consultants may be associated with other brokers or consultants that may provide administrative services and marketing support for similar fees.

This is a general discussion of the compensation we pay for the sale of our policies. We pay commissions and other sales expenses from our general assets and revenues, including amounts we earn from fees and charges under our policies. The price of an insurance policy is set by the Company, and reflects the compensation we pay for the sale of our policies. It also covers other costs to design, manufacture and service our policies, fees associated with the cost of any applicable guarantees, the investment management needed to build cash values and pay benefits, and our profits.

We are committed to providing top-quality insurance products to our customers and are pleased that your professional insurance agent, broker, or consultant trusts us to deliver on your long term insurance needs.

Product Name(s): CASUALTY LIFE, ACCIDENT AND EXCESS RISK

Account Name: Hidalgo County

Group Applicant/Sponsoring Organization Signature: [Signature]

Group Applicant/Sponsoring Organization Printed Name: J.D. Sainus III

Title: Hidalgo County Judge

Date:

ING's Privacy Promise

The ING companies in the U.S. take your privacy very seriously. We share a commitment to protect your privacy and the confidentiality of your personal and financial information.

As providers of products and services that involve compiling personal—and sometimes, sensitive—information, protecting the confidentiality of that information has been, and will continue to be, a top priority throughout the ING companies. Whether you are a current customer, former customer, or potential customer, we believe that you should know about the information we collect, the measures we take to safeguard it, and the situations in which we might share information with select business partners. This notice explains how the ING companies handle—and protect—the personal information we collect. The terms “we,” “ING companies” or “ING company” refer to the ING businesses in the U.S. listed at the end of this notice.

The information we collect and the extent to which we use it will vary depending on the product or service involved. In fact, in certain cases, we may not collect or share some of the types of information noted below. For example, in a number of cases an ING company has an agreement with distributors or plan sponsors that limits the sharing of information about its customers with any other company, even if that company is an ING affiliate. These agreements continue to be honored.

Our privacy promise derives from basic principles of trust, ethics and integrity:

1. We collect only the customer information necessary to consistently deliver responsive products and services.

The ING companies collect information that helps serve your financial needs; provide high standards of customer

service; develop and offer new products or services for our customers and potential customers; and fulfill legal and regulatory requirements. The information collected generally varies depending on the products or services you request and may include:

- Information provided on applications and related forms—for example, name, address, Social Security number, and annual income.
- Responses from your employer, benefit plan sponsor, or association regarding any group products we may provide—for example, name, age, address and Social Security number.
- Third-party reports, such as consumer credit history, motor vehicle records, demographic and/or medical information, if relevant to your product or service.
- Information about your relationships with us, such as products or services purchased, and account balances (if applicable), which we may obtain in writing, during telephone or Internet transactions or from data gathering software used when you are accessing ING Web sites.

2. We maintain safeguards to ensure information security.

We have implemented security standards and processes—including physical, electronic and procedural safeguards—to ensure that access to customer information is limited to employees, registered representatives or agents who may need it to do their job. They are required to respect the confidentiality of all customer information.

3. We limit how, and with whom, we share customer information.

First and foremost, we do not sell lists of our customers, nor do we disclose customer information to marketing companies outside the ING companies,

with the exception of companies we may hire to provide specific services for us, as described below.

Under no circumstances do we share medical information for marketing purposes.

We will share customer information only for the following reasons:

When you have requested a life insurance product, the ING life insurance companies may use a common application to avoid multiple medical tests; in this way, the information you provide and authorize us to obtain may subsequently be used by one or all of these companies as necessary to determine—and offer to you—the product most appropriate for your needs.

We may be required by law or regulation to disclose information to third parties—for example, in response to a subpoena, to prevent fraud, and to comply with rules of, or inquiries from, industry regulators.

In some cases, we may share information we collect—for example, name, address, age, and Social Security number—with other ING businesses such as our securities broker-dealers, our insurance companies and agencies, or our banks to process or service a transaction you have requested, to facilitate enhanced customer services, or to inform you of ING products or services you may find useful. In a few cases, an ING business not listed in this notice may have a privacy policy that differs from the one stated in this notice. If that is the case, you will receive a separate privacy notice from that ING business if you are a customer. The agent or registered representative with whom you work to obtain ING financial products and services may use the personal information about you in his or her own files to advise you of other products or to help you with your overall financial strategy.

