



Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

DATE: _____

Re: **HIDALGO COUNTY DEPARTMENT**
Request for Proposals –“**Quality Claims Administrator Services for Workers’ Compensation**”
RFP NO: 2016-193-00-00-YSS

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss

Enclosures



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR PROPOSAL (RFP)

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HIDALGO COUNTY
“Third Party Administration Services for Workers’ Compensation”
RFP NO: 2016-193-00-00-YSS

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The above mentioned items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

Date

RFP NO: 2016-193-00-00-YSS	BUYER III: Yvette Salinas	Tel. No: (956) 318-2626
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REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

“THIRD PARTY ADMINISTRATION SERVICES FOR WORKERS’ COMPENSATION”

(All funding sources)

MONTH 00, 2016 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

- 1) Sealed proposals will be received for **“Hidalgo County– Third Party Administration Services for Workers’ Compensation”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
- 2) **One (1) original and seven (7) copies** of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2016-193-00-00-YSS –“Hidalgo County-Third Party Administration Services for Workers’ Compensation”** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, Month 00, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2016-193-00-00-YSS – “Hidalgo County-Third Party Administration Services for Workers Compensation”

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

- 3) Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
- 4) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
- 5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
- 6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
- 7) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
- 8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

- 9) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
- 10) County reserves the right to accept or reject any or all proposals.
- 11) Costs are to be net F.O.B., County Prepaid.
- 12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
- 13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
- 14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15) DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract Number (if any)
 - d) Notation-“**Hidalgo County-Third Party Services for Workers’ Compensation**”
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office
 Ray Eufracio, County Auditor
 2808 S. Business Hwy. 281
 Edinburg, TX 78539
 956-318-2511**

17) SCHEDULE OF EVENTS:

Proposal Acceptance Date Opening, 9:30 A.M.

Month 00, 2016

Award of Contract:

Commence Service or Products:

Month 00, 2016

18) ~~BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or 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 proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) DISCLOSURE OF CONFLICT OF INTEREST:

- Effective **January 1, 2016**, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Complete Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 North, Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

- **As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. (i.e. 2016-193), as shown on the packet. Once completed and filed with**

the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yvette.salinas@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

22) If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26) Any contract award 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 (30) day's written notice prior to cancellation.

27) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. In

28) the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the requirements.

- 29)** Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
- 30)** Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 31)** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
- 32)** The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
- 33)** Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
- 34)** Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

HIDALGO COUNTY
“Third Party Administration Services for Workers’ Compensation”

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____

**PRINT
NAME:** _____

TITLE: _____

**EXHIBIT A
REQUIREMENTS**

**HIDALGO COUNTY
REQUEST FOR PROPOSALS**

**"Quality Claims Administration Services
for Workers' Compensation"**

RFP NO: 2016-193-00-00-YSS

OVERVIEW: Hidalgo County is requesting Proposals from qualified "Quality Claims Administration Services for Workers' Compensation." Hidalgo County is seeking to enter into a "Quality Claims Administration Services for Workers' Compensation Contract(s) with a state-registered "Quality Claims Administration Proposer(s)." Hidalgo County Purchasing Department will receive sealed envelopes for the provision of "**Quality Claims Administration Services for Workers' Compensation**"- **Request for Proposals** as specified herein.

The Hidalgo County Drainage District No.1 Board of Directors may at their option, utilize the "**Quality Claims Administration Services for Workers' Compensation**" Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No.1. Should the Board of Directors 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 offers Hidalgo County.

SECTION I - GENERAL TERMS AND CONDITIONS

SUBMISSION OF RFP'S & NUMBER OF COPIES

One (1) original and eight (8) typed and bound copies of the Proposal shall be enclosed in a sealed envelope with the notation "Quality Claims Administration Services for Workers' Compensation" clearly marked on the envelope. **All Proposals are due at the Purchasing Department at Hidalgo County no later than 9:30 AM CST on Wednesday, Month day, 2016.** Any Proposals received at the location below after that time shall not be considered.

Please mail or deliver your RFP to:
Physical Address
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, TX 78539
(956) 318-2626

All provisions in Proposer's Proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or if an RFP is selected, throughout the entire term of the Contract.

All RFPs become property of COUNTY upon receipt and will not be returned. RFPs submitted will clearly identify trade secrets or information deemed confidential by the Proposer by typing the word "**CONFIDENTIAL**" in bold fourteen (14) point font on the bottom margin and indicate what information is protected. However, all PROPOSER'S are hereby notified that any RFPs submitted to COUNTY may be subject to disclosure, either in whole or part, under the Texas Public Information Act.

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.

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 Proposals (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 bidding 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.

RFP 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.

CONTRACT TERM:

a.) **Initial Term:** Effective date is from **January 1, 2017 to December 31, 2017;**

b.) **Renewals & Extensions:** It shall be at the County's sole discretion **to renew and extend for an additional two (2), one (1) year terms,** renewals/extensions are to be provided to Hidalgo County for consideration by no later than, **October 9, 2017** for the first renewal/extension and no later than **October 8, 2018** for the second renewal/extension.

DAVIS BACON ACT:

All selected and awarded Proposers are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

SECTION II-RFP-REQUIREMENTS

REQUEST FOR PROPOSALS:

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

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 submitters understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER QUALIFICATIONS:

Hidalgo County is soliciting to contract with qualified Proposers(s) to perform professional quality claims administration for Hidalgo County's Self-Funded Workers' Compensation Program. Please refer to, and fill out, RFP Form, Attachment "A" (Pages 8-13) for proposals information.

SCOPE OF SERVICES-CLAIMS ADMINISTRATION AND SUPPORT SERVICES:

A. Each Proposer must provide the following proposal:

- Hidalgo County, all entities

B. Each Proposer must supply a list of all potential servicing personnel with a current resume of each adjuster who would handle or would in any way be involved in the handling of County claims. Any additional personnel to be involved in County claims handling at a later date must have resume submitted for prior consultation with the County, with any subsequent proposal for personnel to follow guidelines as provided herein. Resumes should include a summary of education, experience, licenses, and languages spoken/written, see Attachment A.

As part of proposal price, Hidalgo County requires the ability to view case notes and create unlimited custom reports on-line via TPA website. Training should be included in costs. However, each Proposal shall include samples of the types of statistical data and loss reports to be provided monthly, to include, but not limited to:

- a.) A monthly summary of the workers' compensation checking account (check register), listing all checks, vouchers, voided checks, in numerical sequence, stating date issued, claim number, claimant name, payee, amount, type of benefit paid, and benefit period. This report must be presented to the Employee Benefits Division no later than the 5th day of each month or as requested.
- b.) Bi-weekly Replenishment Report for funding of the Workers' Compensation payment fund.
- c.) Loss runs available by any date selection, sorted by several fields (i.e., name, date, type of injury, body part, etc.)
- d.) Proposer will prepare and submit IRS Form 1099 for all vendors and mail the forms to vendors. Proposer will prepare and submit Form 1099 data in a magnetic tape format no later than January 15th of each year to County.
- e.) Proposer will be available for claims reporting on a 24 hour basis.
- f.) Any duplicate payments or overpayments made due to Proposer's oversight or negligence shall be the responsibility of the Proposer; Proposer will reimburse County for same, within 30days. In addition, Proposer will provide County an overpayment report by type, reason, and payee by fiscal year on a quarterly and annual basis.
- g.) Proposer will provide a captioned report to the Employee Benefits Division when reserves on any claim reach 50% of County's retention, and Proposer will notify appropriate insurance carriers.
- h.) Proposer will cooperate with any medical cost containment group, case management, P.I. Investigation, law firm or any other organization designated by County.
 - 1. Proposer will meet with the County's Employee Benefits Division as follows:
 - Monthly to review the status and or handling of up to 25 claims selected by the County.
 - Quarterly to review all open claims and any other matters at the discretion of the County.

2. Proposer will respond to any request by the County within 24 hours from time a request is made.
 3. The agreement will include and indemnify provision to protect the County against errors or omissions committed by the TPA. The provision should also specify that the Proposer agrees to hold the County harmless and to indemnify the County for all arising out of any claims alleging an error or omission with respect to the services performed by the Proposer.
 4. The selected Proposer will be subject to periodic claims audits by internal County Staff and/or independent Proposer at the discretion of the County.
 5. Provide description of the on-line computer claims service and attach a sample copy of an on-line illustration or exhibit through printouts of the applicable screens County personnel would see.
- i.) County requires proposer provide address & phone number of office locations in Texas which will administer all claims under this contract.
- j.) TPA shall assume the role and responsibilities of the County's Reporting Agent pursuant to the Medicare, Medicaid, SCHIP Extension Act 2007, 42 USCA §1395y, as amended from time to time (MMSEA), at a cost agreed upon by vendor & Hidalgo County, for the purpose of fulfilling the reporting requirements contained therein.
- k.) TPA shall ensure electronic reporting to the proper authorities of all claims as required by MMSEA at no additional cost to the county.
- l.) Prepare and submit all queries and quarterly reports to the Center for Medicare and Medicaid Services (CMS) in accordance with the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), 42 USCA §1395y, as hereafter amended; at no additional cost to the county.
- m.) Indemnify, defend and hold Hidalgo County harmless from all fines and penalties levied against the County, TPA, or TPA subcontractors for TPA's failure to comply with MMSEA requirements. In no way will TPA, if selected, pass along or otherwise cause the county to pay fines, which are levied solely against the TPA and/or TPA's subcontractor or levied against the county due to TPA's or TPA's subcontractors negligence, error or omission.

PERSONNEL AND STAFFING:

The Proposer should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. 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.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by the State of Texas, Hidalgo County. All qualified quality claims administrators are required to furnish a certification or acknowledgment stating that the quality claims administrator(s) is/are free from suspension or debarment pursuant to federal regulation 45CRF76. Certification form is included in this packet and must be completed and submitted as part of the response on the RFP. The quality claims administrator(s) should add copies of its/their Professional Liability Insurance as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal based on the scope of work/services.

PART III-SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:

Hidalgo County will conduct a comprehensive evaluation of all Proposal received in response to this RFP. Hidalgo County will establish a Scoring/Grading Committee comprised of staff members to perform such evaluation. Each RFP received will be analyzed to determine overall responsiveness under the RFP; further, the Scoring/Grading Committee and/or Commissioners' Court may select proposing organizations for "in person" presentation, including proposed adjuster(s). Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to the action of County Commissioners Court.

- A.) Economic evaluation of the Proposed Fee Schedule; rates to be submitted during negotiation's phase. **20 Points**
- B.) Responsiveness to the Request For Proposal **20 Points**
1. Requested information included and thoroughness of response.
 2. Understanding and acceptance of the scope of services.
 3. Acceptance of the RFP and Contract Requirements.
 4. Clarity and conciseness of the response.
- C.) Proposer's capability to provide the services requested and information contained in Attachment "A". **60 Points**
1. Background of Proposer and support personnel, including professional qualifications.
 2. Relevant experience of the Proposer.
 3. Specific experience with public entity clients.
 4. Other resources, including the total number of employees, number and location of offices.
 5. References and experience in the Texas Public Sector.

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

The Contract will be awarded to the respondent whose Proposal will be most advantageous to County, as determined by the evaluation factors listed herein and by the recommendation of the Scoring/Grading Committee with approval of Hidalgo County Commissioner's Court.

NEGOTIATION PROCESS:

The number one ranked Proposer 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 RFP's.

TERMINATION OF SERVICES:

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

ADDITIONAL SPECIFICATIONS/REQUIREMENTS

Hidalgo County, Texas

REQUEST FOR PROPOSALS FOR QUALITY CLAIMS ADMINISTRATION SERVICES FOR SELF-FUNDED WORKERS' COMPENSATION

I. INTRODUCTION:

Hidalgo County (hereinafter referred to as "County") is Requesting For Proposals (RFP) from organizations (Proposers) (hereinafter referred to as "Proposers") qualified to perform professional claims administration services for Hidalgo County's Self-Funded Workers' Compensation Program. The scope of the work will encompass all aspects of County operations and requires extensive knowledge and experience with workers' compensation coverage. The information provided in the Request for Proposal (RFP) is in the areas of "Quality Claims Administration Services".

II. GENERAL BACKGROUND:

Hidalgo County is seeking a new contract for its "Quality Claims Administration Services For its Workers' Compensation Program. COUNTY'S designated representative during the RFP process shall be COUNTY'S Purchasing Agent, Martha L. Salazar, Hidalgo County Purchasing Department, Edinburg, Texas.

The COUNTY'S fiscal year is from January 1 to December 31.

III. PROPOSER QUALIFICATIONS:

Hidalgo County is seeking to contract with a qualified Proposer(s) to perform professional claims administration for Hidalgo County's Self-Funded Workers' Compensation Program. Please refer to, and fill out, RFP Form, Attachment "A" (Pages 8-13) for proposals information.

RFP from a PROPOSER for Claims Administration Services should include the following:

- A. The location of Proposals local office(s) and hours staffed, number of professional staff members, attorneys, Claims Adjusters, etc. (Refer to FEE SCHEDULE Notes). Provide the names of principal owners, partners or officers.
- B. HIDALGO COUNTY would like RFPs to indicate who is primarily responsible for the management and supervision of the HIDALGO COUNTY account. This individual should be at least an account manager level (whose duties are primarily the supervision of claims files).
The account manager and the names of any adjusters and/or examiners assigned to the handling of HIDALGO COUNTY files should also be included with an indication of length of service and area of expertise.
- C. Advise as to the average and maximum number of files claims adjusters and/or examining personnel must handle at the local office assigned to handle HIDALGO COUNTY'S claims.
- D. Advise as to whether or not the designated claims personnel on HIDALGO COUNTY'S account will also be involved in on-site investigation and other outside claims adjusting functions. If so, provide some detail as to when and who would perform these outside functions and the time frame expected.
- E. Advise how frequently your diary system allows claims supervisory personnel to review open claims.
- F. Describe if you have a formal program for managing lawsuits and litigation expense.
- G. Advise if you use a formal claims procedure and performance manual and, if so, provide a sample.
- H. Advise if you use a standard form other than state forms used in PROPOSER claim process, and if so, please provide copies.
- I. The attached FEE SCHEDULE shall be utilized, during the negotiation process, to provide a fixed cost per claim as well as a flat rate cost for Worker's Compensation, identifying separate rates for report only, medical only and indemnity. Questions found below the Fee Schedule table must be answered.
- J. Specify whether or not fees will include your Proposer performing all of the necessary and required State filings.
- K. Indicate the types of allocated claims expenses which are not included in your per claim cost.
- L. Claim Payment Funding Procedure: PROPOSER prints checks on checks from SCH-ACH account and all records for IRS filings are to be maintained and issued by PROPOSER on table income.

- M. Include a list of five (5) to seven (7) Texas public entity references, (include local entities if any). Along with your references, include a list that is representative of your clients. References will be contacted as part of the evaluation process.

VIII. PREPARATION OF RFP:

- A. PROPOSER is expected to examine this Request for Proposal carefully. The Proposer should understand the terms and conditions for providing the pertinent services, and respond completely. Failure to provide complete responses may result in disqualification.
- B. Failure to respond to all portions of this may result in the PROPOSER'S response being deemed non-responsive. If HIDALGO COUNTY deems an RFP non-responsive, it will be disqualified. An officer or principal of the PROPOSER must sign RFPs, however, an agent may sign RFPs if the signature is accompanied by written evidence of authority.
- C. All RFPs should include the PROPOSER'S federal tax number (Refer to W-9 Form provided).

IX. SELECTION PROCESS:

Refer to PART III-SELECTION AND SCHEDULES- for the selection process.

X. TERMS AND CONDITIONS-QUESTIONS FROM PROPOSERS:

Hidalgo County believes that the data contained in this RFP document is sufficient for preparations of responses.

REQUESTS FOR ADDITIONAL INFORMATION AND WRITTEN QUESTIONS WILL BE ACCEPTED VIA E-MAIL AT yvette.salinas@co.hidalgo.tx.us NO LATER THAN Wednesday, Month day, 2016 at 5:00 pm. Responses will be sent to all respondents via e-mail by Friday, Month day, 2016 at 5:00 pm. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

INDEPENDENT CONTRACTOR:

It is expressly understood and agreed that Proposer and all persons designated by it to provide services in connection with this RFP, is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that COUNTY shall in no way be responsible for any acts or omissions by the Proposer. Neither party hereto has authority neither to bind the other nor to hold out to third party that it has the authority to bind the other.

XI. INSURANCE & INDEMNITY PROVISIONS:

- A. Prior to the commencement of any work under this CONTRACT, Proposer shall furnish an original completed certificate(s) of insurance to the COUNTY, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon.
- B. The COUNTY reserves the right to review the insurance requirements of this section during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the COUNTY'S DEPARTMENT OF BUDGET & MANAGEMENT based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the COUNTY allow modification whereupon the COUNTY may incur increased risk.
- C. The COUNTY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the COUNTY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the COUNTY, the CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.
- D. Proposer agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions.

- Name the COUNTY and its directors, officers, employees, agents and elected officials as additional insured with respects to the operations and activities of, or on behalf of, the named insured performed under contract with the COUNTY, with the exception of the workers' compensation/employers' liability and the professional liability policies.
 - The Proposer's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the COUNTY for liability arising out of operations under the contract with the COUNTY.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the COUNTY where the COUNTY is an additional insured on the policy.
 - Workers' Compensation/Employers' liability policy will provide a waiver of Subrogation in favor of the COUNTY.
- E. Proposer shall notify the COUNTY in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than ten (10) days prior to the change, or ten (10) days for nonpayment of premium, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the COUNTY, by Certified mail, at the following address:

Hidalgo County Department of Budget & Management
Attention: Flora Vazquez
2802 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

- F. **PROPOSER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the COUNTY and its elected officials, employees, officers, directors, and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the COUNTY directly or indirectly arising out of, resulting from or related to PROPOSER's activities under this CONTRACT, including any acts or omissions of PROPOSER, any agent, officer, director, representative, employee, consultant or subcontractor of PROPOSER, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of COUNTY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT PROPOSER AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- G. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- H. Proposer shall promptly advise the COUNTY, in writing of any claim or demand against the COUNTY or Proposer known to Proposer related to or arising out of PROPOSER'S activities under this CONTRACT.

XII. SCHEDULE OF EVENTS

RFP Mailouts

Monday, MONTH DAY, 2016

RFP Due

Wednesday, MONTH DAY, 2016-9:30 a.m.

Contract Award

**Possible Award On: Tuesday, Month day, 2016 (at least
~~20 days later yvette!!~~)**

Start Date

January 1, 2017

XII. RESERVATION OF RIGHTS

COUNTY reserves the right to:

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

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

ATTACHMENT A
HIDALGO COUNTY, TEXAS
RFP FORM
WORKERS' COMPENSATION CLAIMS ADMINISTRATION

Firm Name: _____

Address of Current Nearest/Local Office: _____
(County) (State) (Zip)

Telephone No.: _____ Fax No.: _____

Office Hours: _____ Date Established: _____

Principal Contact for This RFP: _____

PRICING: FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2265.001, et. Seq. Once selected for negotiations, firm is to provide a fee proposal based on the Scope of Work.

During the Negotiation's Phase, Hidalgo County will request proposals with cost distributed in a "per file" set up with a maximum annual not to exceed fee for any and all workers' compensation claims. A file is to be defined as per occurrence, regardless of the number of claimants involved in the same occurrence. In the case of indemnity claims under the workers' compensation system, an indemnity file will be defined as an occurrence in which an employee has lost eight (8) calendar days. Each Firm is also requested to submit a flat annual fee for any and all claims. Each Firm will provide pricing that reflects the total bottom line fee for all claims. All claims costs and related expenses will be projected by the Firm and included in the fee quoted.

CLAIMS ADMINISTRATION

NOTE: Organization's proposed Attorney Services firm must have a minimum of 12 years' experience in workers' compensation litigation.

Please answer the following questions regarding your ability to administer workers' compensation claims for Hidalgo County. Answers to all questions except item 8, should apply to the specific claims adjusting location that would actually process Hidalgo County claims should you be selected.

COMPANY QUALIFICATIONS

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

1. Principal Owner/Owners/Partners and Officers: _____

2. Date Founded/Opened: _____

3. Total number of full time employees: _____

4. Number of public entity clients: _____ % of total clientele

5. Total number of clients: _____

6. List of four (4) similar size or larger Texas public entity clients, including address, telephone number and contact person. Please indicate length of relationship:

a. _____

- _____
- b. _____
- _____
- c. _____
- _____
- d. _____

7. List the three (3) most recent Texas public entity clients that did not renew their contracts for your services, including address, telephone number and contact person.

- a. _____
- _____
- b. _____
- _____
- c. _____
- _____

8. How many claims processing locations does your firm operate in Texas? _____

9. Which claims processing location will be associated with County account? _____

10. Please indicate the size of the claims processing location in the following terms:

- a. Number of accounts served _____
- b. Average number of claims opened each month _____
- c. Average number of claims handled by an adjuster per month _____
- d. Average number of claims processed each month _____

11. What is your caseload for indemnity claims? _____

12. How will you handle medical claims only? _____

13. Please furnish the following information regarding the workers' compensation claims manager of the claim adjusting location from which COUNTY claims will be paid.

Name: _____

Years of employment with your firm: _____

Years of experience in insurance industry: _____

Years of experience in workers' compensation claims administration: _____

Professional designations and/or degrees earned: _____

14. Please furnish the following information regarding the Texas Department of Insurance/Division of Workers' Compensation hearing professional that would handle this account.

Name: _____

Years of employment with your firm: _____

Years of experience in insurance industry: _____

Years of Texas Workers' Compensation experience: _____

Years of hearing experience: _____

Professional designations and/or degrees earned: _____

15. Attach an Organizational Chart for the specified claims processing location. Please include a block for each separate function included in the operation, including, any special units that exist. Label each unit with its function, number of employees, and unit name, if it has one. If there are several claims processing units, please indicate the unit that would be involved in the COUNTY account.

16. Indicate your standards for claims assignment/workload for each adjuster.

17. Provide the following statistics regarding your operation as of **January 1, 2009:**

- a. Claims on hand
- b. Claims requiring medical only payments
- c. Total claims requiring compensation payments
- d. Open/active claims
- e. Number of claims opened each month
- f. Number of claims closed each month
- g. Number of DWC hearings each month.

18. Provide information regarding any ongoing training that your employees servicing this account will be required to satisfactorily complete. Indicate if COUNTY personnel may attend this training and at what cost, if any.

19. Describe the workflow of claims presented by COUNTY for handling.

20. Describe your screening and follow-up system for the following:

a. Review of usual, customary and reasonable medical charges: _____

b. Duplicate billings and duplicate payments: _____

c. Duplicate claims filed against employer's major medical plan or other insurance carriers:

d. Selection of physician for independent medical exam: _____

e. Peer review or other means of reporting suspected medical malpractice:

f. Overpayment of benefits: _____

21. Describe your internal audit procedures for the claims office. Include the frequency of the audits, who performs them, and what percentage of claims are audited:

22. How frequently does your diary system allow claims supervisory personnel to review open claims?

23. How are reserves established and monitored? _____

24. How are allocated expenses monitored and adjusted? _____

25. Will you subcontract any portion of the services you propose to furnish?

Yes No If "yes", give full details below.

26. Does your firm or do persons within your firm currently have claims or litigation against the COUNTY?

Yes No. If "yes", please explain. _____

27. Please attach a copy of all licenses and permits you are required to obtain in order to administer claims In Texas.

28. Is your firm audited by an outside independent auditor?

- ___ Yes, as an independent entity
- ___ Yes, as a part of Parent Corporation
- ___ No (if not, explain below)

29. Has Fidelity Bond or Errors & Omissions coverage ever been refused, non-renewed, or canceled?

Yes No If "yes" please explain below.

-
30. Is your firm currently approved as a Third Party Administrator for any insurance carrier?
[] Yes [] No If "yes", please furnish the information requested below:

Name of Insurer

Lines of Insurance Administered Amount of Authority

ADJUSTER QUALIFICATIONS

(Complete for each adjuster and supervisor who will service COUNTY's account)

1. Adjuster's Name: _____
Address: _____
(County) (State) (Zip)
2. Years of adjusting experience: _____
3. Years of municipal adjusting experience: _____
4. Length of adjusting service with your firm: _____
5. Type of adjusting (i.e. inside/outside/public): _____
6. Current number of claims handled per month by type:
Medical only _____
Lost time _____
Record only _____
7. List adjuster's license, include categories and expiration date: _____
8. Languages spoken: _____
9. Languages written: _____
10. Attach adjuster's Resume.

COST CONTAINMENT

- 1) Provide a list of case managers, their addresses & phone numbers that your company assigns claims to if needed.
- 2) Describe the process by which medical cost containment staff will communicate with claims' handling staff.
- 3) Identify any specific procedures to detect medical abuse and fraud. The response should include but not limited to over utilization, duplicate billing, unbundling, irregularities surrounding in and outpatient surgical procedures and DME use and billing.
- 4) Describe the Utilization Review components and processes proposed to include but not limited to prospective, concurrent and retrospective.
- 5) Describe the system, hardware and software to be used for medical fee guide re-pricing, to include information regarding data transfer and embedded resources.
- 6) Do you have a Prescription Benefit Management Program? If so, describe. List types of reports that can be generated.
- 7) Describe your Pharmaceutical review program.
- 8) Describe your capability and process to capture and factor out medical charges on disputed claims and duplicate submissions in reporting medical cost containment savings.
- 9) Describe the proposed workflow for medical bill price review services for facility and non-facility charges.
- 10) Describe the proposed preauthorization services to include initial, follow-up and appeals.
- 11) If your firm does not offer peer review services, how do you handle these services?
- 12) Describe any procedural safeguards that address duplicate medical payments to include retrospective quality control efforts and the level and frequency of communication of findings to clients.
- 13) Specifically discuss your procedures to address utilizing the various treatment guidelines to question the medical necessity of services, coding of services, duplicate billing and incorrect coding.

- 14) Describe the electronic edits used to identify billing irregularities.
- 15) Describe the process of reducing payments based in your bill review and/or preauthorization process where manual decisions by auditors and reviewers have been replaced.
- 16) Do you have current affiliations with Preferred Provider Organizations, Health Maintenance Organizations, Health Care Networks or other managed care organizations? Please explain.
- 17) Describe any existing revenue sharing arrangement with Preferred Provider Organizations, Health Maintenance Organizations, Health Care Networks or other managed care organizations.
- 18) Is your company currently affiliated with any Workers' Compensation Health Care Network (HCN), and if so, answer the following questions:
- Identify the principal members of your staff who will be associated with the management and meeting the day to day operational requirements of this program. Include resume or work history and qualifications.
 - Describe the day to day operational requirements.
 - Describe how you propose to select medical providers and rank them in the order of preference.
 - How will the medical plan management address the removal of medical providers?
 - Describe how your medical plan contract will address treatment plans as a component of managing the cost of claims?
 - What will be the dispute resolution process for the medical panel?
 - How will you address out-of-plan medical providers where no coverage exists? Will there be a possibility of PPO savings on out-of-plan medical providers?
 - Describe the method(s) you propose to provide employees access to a list of providers in the medical panel. (Internet look up, Online PDF, hardcopy, etc.)

- Describe your approach to treatment guidelines?
- How do you propose to provide guidance to medical providers where established treatment guidelines are silent on necessary and appropriate care?
- For Workers' Compensation Networks:
 - Provide a detailed outline of your operations and the history of your network. Include number and types of physicians and health related services provided.
 - If not already provided, provide a list of government entities or related organizations enrolled in your network.
 - Discuss any unique cost savings associated with your network.
 - Outline how Hidalgo County would integrate your network into its current program (include transitional timelines).
 - Provide any other relevant information that may distinguish your firm from your competitors.
 - In the attached Fee Guideline sheet disclose the costs associated with the use of your network.

INSURANCE

Please answer the following questions regarding your firm:

1. Employee Fidelity Bond:

Underwriter: _____

Bond Amount: _____

Term: From: _____ to: _____

Policy Number: _____

2. Professional Liability Coverage:

Insurer: _____

Liability Limit: _____

Term: From: _____ to: _____

Policy Number: _____

*List any claims pending against you

3. Commercial General Liability Insurance:

Liability Limit: _____

Term: From: _____ to: _____

Policy Number: _____

4. Business Automobile Liability:

Liability Limit: _____

Term: From: _____ to: _____

Policy Number: _____

5. Workers' Compensation

Liability Limit: _____

Term: From: _____ to: _____

Policy Number: _____

MICELLANEOUS:

1. Have you completed and attached Attachments [] Yes [] No

2. Federal tax ID number: _____

I affirm that the information provided herein is correct and that pricing information contained in this document shall remain a valid offer for 90 days following the deadline date for submission or if a Proposal is selected, throughout the entire term of the Contract.

By: _____
(Authorized Officer)

Type Name and Title

Date

FEE SCHEDULE

Must be completed and returned during the Negotiation Phase **only**. Failure to complete could result in rejection of RFP.

Services					
Claims Administration	Fee per Claim				
Workers Compensation					
-Report Only					
- Medical Only					
- Indemnity					
Administration Fee					
Other					
Annual Fixed Fee	Fee Per Claim	Flat Fee	Fee Per Hour	No Charge	Mileage
Life of File or Life of Contract Pricing					
Field Services/Investigation					
Medical Case Management					
Utilization Review*					
Medical Bill Audits*					
Use of PPO Networks*					
Use Of Rx Discount Program*					
Attorney Services**					
Attending Hearings					
Legal/File Review					
Rehabilitation Services					
Vocational Case Management					
On-Line Computer Services					
Non-legal Personnel attending TWCC Hearings					
Runoff Costs W/Comp					

RMIS System and Services- Annual Administration Fee					
Subrogation Costs					

*NOTE 1: Provide the Contracted/Sub-Contracted firms proposed as providers for these services.

**NOTE 2: Provide list of at least three (3) Attorney Services firms for selection of firm.

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

YES NO

Are the fees proposed in fee schedule for life of this claim or for life of Contract pricing?

Life of the Claim **Life of Contract Pricing**

Explain: _____

EXHIBIT B

SELECTION/EVALUATION CRITERIA

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

**“Quality Claims Administration Services for
Worker’s Compensation”**

RFP NO: 2016-193-00-00-YSS

SELECTION/EVALUATION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposal/Qualification's received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each RFP received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY's COMMISSIONERS COURT.

1. Economic Evaluation of the Proposed Fee Schedule **20 Points**
2. Responsiveness to the RFP **20 Points**
 - a. Requested information included and thoroughness of response.
 - b. Understanding and acceptance of the scope of services.
 - c. Acceptance of the RFP and Contract requirements.
 - d. Clarity and conciseness of the response.
3. Proposer's capability to provide the services requested **60 Points**
 - a. Background of Proposer and Support Personnel, including professional qualifications.
 - b. Relevant experience of the Proposer.
 - c. Specific experience with public entity clients.
 - d. Other resources, including the total number of employees, number and location of offices.
 - e. References and experience in the Texas Public Sector.

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

The Contract will be awarded to the respondent whose RFP will be most advantageous to County, as determined by the evaluation factor's listed herein and by the recommendation of the Selection Committee with approval of Commissioners Court.

RFP SELECTION/EVALUATION FORM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Economic Evaluation of the Proposed Fee Schedule	20 Points	_____
2. Responsiveness to the Request for Proposal/Qualifications. a. Requested information included and thoroughness of response. b. Understanding and acceptance of the scope of services. c. Acceptance of the RFP and Contract requirements. d. Clarity and conciseness of the response. Responsiveness to the Request for Proposal	20 Points	_____
3. Proposer’s capability to provide the services requested and information contained in Attachment “A”. a. Background of Proposer and Support Personnel, including professional qualifications. b. Relevant experience of the Proposer. c. Specific experience with public entity clients. d. Other resources, including the total number of employees, number and location of offices. e. References and experience in the Texas Public Sector.	60 Points	_____
Total	100 Points	Score

Provider: _____

Evaluator: _____

Date: _____

Comments: _____

EXHIBIT “C”

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Authorized Signature

Date

Company

Address

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR "THIRD PARTY ADMINISTRATION SERVICES FOR WORKERS' COMPENSATION" PROJECT NO.: 2016-193-00-00-YSS
--

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires: _____, 20_____

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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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
+

or

Employer identification number
+

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

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. person (including a U.S. resident alien).

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 ▶

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.

U.S. person. 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.

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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 recipient 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov/online/ss-5.pdf. 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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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. Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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.

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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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.)

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County’s procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a “Certified HUB Contractor/Vendor” the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$_____ Description of Work to be Performed:

**Certification
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.



HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR PROPOSALS

THIRD PARTY ADMINISTRATION SERVICES FOR WORKERS' COMPENSATION

RFP No.: **2016-193-00-00-YSS**

RFP SUBMITTAL CHECK LIST

All forms listed below must be submitted in the RFB response. If forms are not submitted, your response may be considered as non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

- Page 9 of Legal Notice
- Exhibit "C" - Acknowledgement forms (pages 3 and 4)
- Exhibit "D1" Revised CIQ Form -Copy of County Clerk File Recording fee receipt
- Vendor Bidder Application and IRS form W-9
- Certification Regarding Debarment
- One (1) Original, eight (8) Copies of Response.

Signature

Date