



November 02, 2015

Ms. Tara Raymore  
Williamson County Sr. Director of HR  
901 S Austin Ave  
Georgetown, TX 78626-5821

Re: Williamson County - 2016 Workers' Compensation Renewal

The Texas Association of Counties Risk Management Pool (TAC RMP) is pleased to present your Workers' Compensation renewal for 2016. TAC RMP strives to provide its Members the most comprehensive coverage and service available. We appreciate your dedication to the Pool and we understand that protecting our Members when they need it most is the most important detail when it comes to your coverage with TAC RMP.

Based on the renewal questionnaire you completed and returned, we have finalized your renewal and provided you the best coverage available. Please review your renewal and all attached documents for accuracy. If you have any questions please do not hesitate to contact me for an onsite review.

Some of the coverage enhancements TAC RMP has implemented for 2015 for other coverage lines include:

- **Contribution Adjustments:** Contribution adjustments are discontinued for changes made during a Member's coverage term when updates are made to property, mobile equipment, fine art and automobile physical damage schedules. This will reduce the administrative burden to you, our Members, save you valuable dollars during the coverage term, and allow you to better budget for your coverage during annual renewal. Members are still required to report all updates to their property and auto schedules as they occur, however it will not result in a refund or invoice for the updates made mid-year.
- **Cyber Liability:** Cyber Liability coverage under the Public Officials Liability program is included as of May 1, 2015. This coverage has been added at no additional cost for all Members in the Public Officials Liability program! Coverage is provided for cyber security events and includes privacy response expenses, which include costs incurred for notifications and identity theft protection services; regulatory proceedings and penalties. The new Cyber Liability program includes *exclusive* access to the TAC eRisk Hub.
- **Garagekeeper's Liability Coverage:** This coverage is included in the General Liability program as of May 1, 2015 at no additional cost.
- **Crime Coverage:** TAC RMP's Crime program is included in the Property program at no additional cost effective July 1, 2015. Automatic coverage will be included in the Property document with a \$100,000 sublimit and a \$1,000 deductible; additional limit and deductible options will be available for an additional cost.

In addition, the Pool will host the County Management and Risk Conference in Galveston on March 9-11, 2016. For more information, please contact me or visit our website at [www.county.org](http://www.county.org). We hope to see you there!

As always, if you have any question or updates that pertain to your coverage, please contact your Member Services Representative for assistance. We look forward to another successful year and we appreciate and thank you for your continued participation in TAC Risk Management Pool.

Sincerely,

A handwritten signature in dark ink, appearing to read "T Kisel", with a stylized flourish at the end.

Todd Kisel  
Risk Management Consultant



# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

## WORKERS' COMPENSATION INVOICE SUMMARY

Policy Period: January 01, 2016 - January 01, 2017

Member Name: Williamson County

Contract No.: 2460

SUMMARY	
Pool Target Modifier	0.95
Package Discount	6.00%
2016 Estimated Worker's Compensation Contribution	555,210

BREAKOUT					
Class Code	Description of Risk	Number of Employees	Estimated Payroll	Cost Allocation Factor	Net Contribution
83910	Auto Mechanics	13	610,907	0.6508356	3,976
90140	Bldg. Maintenance & Janitors	14	656,449	1.9273394	12,652
45110	Chemical Analyst/Assayers	2	178,700	0.2350308	420
88100	Clerical	574	28,612,754	0.2302784	65,889
51900	Electrical Wiring W/In Buildings	1	84,058	1.3217064	1,111
86010	Engineers, Surveyors	11	960,581	0.0850527	817
87420	Juv Probation, Collectors, Sales	46	2,045,893	0.1902348	3,892
77200	Law Enforcement	637	32,340,666	1.1764260	380,464
88200	Law Office	86	5,615,742	0.0300406	1,687
51910	Office Technician	13	722,985	0.2352746	1,701
90150	Parking Lots & Drivers	2	93,249	0.9158275	854
91020	Parks & Recreation	10	416,533	1.0712236	4,462
88320	Physician Med.Lab. Minor Emer. Clinic	3	171,615	0.1002243	172
55060	Road Employees-Paving, Repaving	91	3,670,392	1.9273418	70,741
88310	Vet Hospital & Animal Control	16	530,856	1.1564341	6,139
88120	Jurors	9,000	55,080	0.2305737	127
88590	Volunteers - All Others	4	21,216	0.4996229	106
	Total Payroll / Employees	10,523	76,787,676		555,210



# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

Williamson County

Member No. 2460

2016 Workers Compensation Remittance Form  
Invoice No. 135042

Payment Due Date: January 1, 2016

Annual Contribution: \$555,210.00

Quarterly Payment Due: \$138,803.00

Payable To:

Texas Association of Counties Risk Management Pool

PO Box 2426

San Antonio, TX 78298-9900

Amount Enclosed: \_\_\_\_\_

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# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

Williamson County

Member No. 2460

2016 Workers Compensation Remittance Form  
Invoice No. 135043

Payment Due Date: April 01, 2016

Annual Contribution: \$555,210.00

Quarterly Payment Due: \$138,803.00

Payable To:

Texas Association of Counties Risk Management Pool

PO Box 2426

San Antonio, TX 78298-9900

Amount Enclosed: \_\_\_\_\_



# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

Williamson County

Member No. 2460

2016 Workers Compensation Remittance Form  
Invoice No. 135044

Payment Due Date: July 01, 2016

Annual Contribution: \$555,210.00

Quarterly Payment Due: \$138,802.00

Payable To:

Texas Association of Counties Risk Management Pool

PO Box 2426

San Antonio, TX 78298-9900

Amount Enclosed: \_\_\_\_\_

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# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

Williamson County

Member No. 2460

2016 Workers Compensation Remittance Form  
Invoice No. 135045

Payment Due Date: October 01, 2016

Annual Contribution: \$555,210.00

Quarterly Payment Due: \$138,802.00

Payable To:

Texas Association of Counties Risk Management Pool

PO Box 2426

San Antonio, TX 78298-9900

Amount Enclosed: \_\_\_\_\_



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Workers' Compensation Contribution & Coverage Declarations

Named Member: Williamson County

Address: 710 S Main St Ste 101, Georgetown, TX 78626-5701

Coverage Period: January 01, 2016 through January 01, 2017

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sublimits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

WORKERS' COMPENSATION	LIMITS
<b><i>Workers' Compensation Coverage: Part One of the Coverage Document applies to the Workers' Compensation Law of the State of Texas.</i></b>	
Each Accident	Statutory
Each Employee for Disease	Statutory
<b><i>Employers' Liability Coverage: Part Two of the Coverage Document applies to the work in the State of Texas. The limits of the Pool's Liability under Part Two are:</i></b>	
Death by Accident	\$1,000,000 Each Accident
Death by Disease	\$1,000,000 Each Claimant
Aggregate per coverage period	\$2,000,000
<b><i>Optional Coverage</i></b>	
Elected Officials	Yes
Volunteers – Fire Fighters	No
Volunteers – Law Enforcement	No
Volunteers – Emergency Medical Personnel	No
Volunteers – All Others	Yes
Jurors	Yes
Election Workers (non-employees)	No
<b>WORKERS' COMPENSATION DEDUCTIBLE</b>	
Deductible (per Occurrence)	\$0
<b>WORKERS' COMPENSATION ANNUAL CONTRIBUTION</b>	<b>\$555,210</b>

## NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool at:

Texas Association of Counties Risk Management Pool  
Attention: WC CLAIMS  
P.O. Box 160120  
Austin, TX 78716  
1-800-752-6301  
Fax Number: 512-346-9321  
Email: tacdwcforms@jicompanies.com

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

## CONDITIONS

**Coverage:** This Declaration is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sublimits described in the Coverage Documents, any endorsements, and the IPA.

**Claims Reporting:** The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

**Failure to Maintain Coverage:** The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

**Named Member Compliance:** By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

**Payment of Annual Contribution:** The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

**Pool's Right to Audit:** The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

**Pool Coordinator:** The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.


The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

**Submission of Information:** The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

**Termination and Renewal:** The coverage outlined in this Declarations may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

**Termination for Failure to Pay:** Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.



This Contribution & Coverage Declaration is issued by \_\_\_\_\_ as authorized representative of the Pool on November 02, 2015 at Austin, TX.



## **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE**

### **TEXAS VOLUNTEER WORKERS' COVERAGE AMENDATORY ENDORSEMENT**

This endorsement provides coverage in addition to that provided under the Workers' Compensation and Employers' Liability coverage form for volunteers as listed below.

#### **Schedule**

<b>Description of Risk</b>	<b>Estimated Payroll</b>	<b>Number of Employees</b>
Volunteers - Fire Fighters	0	0
Volunteers - Law Enforcement	0	0
Volunteers - Emergency Medical Personnel	0	0
Volunteers - All Others	21,216	4

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE COVERAGE REMAIN UNCHANGED.

# NOTICE TO EMPLOYEES CONCERNING WORKERS' COMPENSATION IN TEXAS

**COVERAGE:** Williamson County has workers' compensation insurance coverage from Texas Association of Counties Risk Management Pool in the event of work-related injury or occupational disease. This coverage is effective from 1/1/2016. Any injuries or occupational diseases which occur on or after that date will be handled by Texas Association of Counties Risk Management Pool. An employee or a person acting on the employee's behalf, must notify the employer of an injury or occupational disease not later than the 30th day after the date on which the injury occurs or the date the employee knew or should have known of an occupational disease, unless the Texas Department of Insurance, Division of Workers' Compensation (Division) determines that good cause existed for failure to provide timely notice. Your employer is required to provide you with coverage information, in writing, when you are hired or whenever the employer becomes, or ceases to be, covered by workers' compensation insurance.

**EMPLOYEE ASSISTANCE:** The Division provides free information about how to file a workers' compensation claim. Division staff will answer any questions you may have about workers' compensation and process any requests for dispute resolution of a claim. You can obtain this assistance by contacting your local Division field office or by calling 1-800-252-7031. The Office of Injured Employee Counsel (OIEC) also provides free assistance to injured employees and will explain your rights and responsibilities under the Workers' Compensation Act. You can obtain OIEC's assistance by contacting an OIEC customer service representative in your local Division field office or by calling 1-866-EZE-OIEC (1-866-393-6432).

**SAFETY VIOLATIONS HOTLINE:** The Division has a 24 hour toll-free telephone number for reporting unsafe conditions in the workplace that may violate occupational health and safety laws. Employers are prohibited by law from suspending, terminating, or discriminating against any employee because he or she in good faith reports an alleged occupational health or safety violation. Contact the Division at 1-800-452-9595.

## **COVERED EMPLOYER:**

Texas Workers' Compensation Rule 110.101(e)(1) requires employers who are covered by workers' compensation through a commercial insurance company to advise their employees that they do have workers' compensation insurance coverage and to advise their employees of the Texas Department of Insurance, Division of Workers' Compensation's toll free number to obtain additional information about their workers' compensation rights.

Notices in English, Spanish and any other language common to the employer's employee population must be posted and:

1. Prominently displayed in the employer's personnel office, if any;
2. Located about the workplace in such a way that each employee is likely to see the notice on a regular basis;
3. Printed with a title in at least 26 point bold type, subject in at least 18 point bold type, and text in at least 16 point normal type; and
4. Contain the exact words as prescribed in Rule 110.101(e)(1).

The notice on the reverse side meets the above requirements. Failure to post or to provide notice as required in the rule is a violation of the Act and Division rules. The violator may be subject to administrative penalties.

**Do Not Post This Side**

# **AVISO A LOS EMPLEADOS SOBRE LA COMPENSACIÓN PARA TRABAJADORES EN TEXAS**

**COBERTURA:** Williamson County tiene cobertura de seguros de compensación para trabajadores con Texas Association of Counties Risk Management Pool para protegerle en caso de una lesión o enfermedad ocupacional relacionada con el trabajo. Esta cobertura está vigente desde 01/01/2016. Cualquier lesión o enfermedad ocupacional que ocurra en o después de esta fecha será manejada por Texas Association of Counties Risk Management Pool. Un empleado o una persona que actúe en nombre del empleado, debe notificar al empleador sobre una lesión o una enfermedad ocupacional a no más tardar de treinta (30) días, a partir de la fecha en que ocurrió la lesión o en la fecha en la que el empleado se enteró o debería de haberse enterado de la enfermedad ocupacional, al menos que el Departamento de Seguros de Texas, División de Compensación para Trabajadores (Texas Department of Insurance, Division of Workers' Compensation – TDI-DWC, por su nombre y siglas en inglés) (División) determine que existió una buena causa para que no se haya notificado al empleador dentro del tiempo señalado. Su empleador tiene la obligación de proporcionarle a usted información por escrito sobre la cobertura cuando usted es contratado o cuando su empleador adquiere o deja de tener una cobertura de seguro de compensación para trabajadores.

**ASISTENCIA AL EMPLEADO:** La División proporciona información gratuita sobre cómo presentar una reclamación de compensación para trabajadores. El personal de la División contestará cualquier pregunta que usted pueda tener sobre la compensación para trabajadores y procesará cualquier solicitud de resolución de disputas relacionada con una reclamación. Usted puede obtener este tipo de asistencia comunicándose con su oficina local de la División o llamando al teléfono 1-800-252-7031. La Oficina de Asesoría Pública para el Empleado Lesionado (Office of Injured Employee Counsel – OIEC, por su nombre y siglas en inglés) también ofrece asistencia gratuita a los empleados lesionados y ellos le explicarán cuáles son sus derechos y responsabilidades bajo la Ley de Compensación para Trabajadores. Usted puede obtener la asistencia de OIEC comunicándose con un representante de servicio al cliente de OIEC en su oficina local de la División o llamando al 1-866-EZE-OIEC (1-866-393-6432).

**LÍNEA DIRECTA PARA REPORTAR VIOLACIONES DE SEGURIDAD:** La División cuenta con una línea gratuita telefónica que está en servicio las 24 horas del día para reportar condiciones inseguras en el área de trabajo que podrían violar las leyes ocupacionales de salud y seguridad. La ley prohíbe que los empleadores suspendan, despidan o discriminen en contra de cualquier empleado porque él o ella de buena fe reporta una alegada violación ocupacional de salud o seguridad. Comuníquese con la División al teléfono 1-800-452-9595.

## **EMPLEADOR CON COBERTURA**

El Reglamento 110.101 (e)(1) de Compensación para Trabajadores de Texas requiere que los empleadores que cuentan con una cobertura de compensación para trabajadores mediante una compañía de seguros comercial notifiquen a sus empleados que ellos cuentan con una cobertura de seguro de compensación para trabajadores e informen a sus empleados sobre el número de la línea telefónica gratuita del Departamento de Seguros de Texas, División de Compensación para Trabajadores para obtener información adicional sobre sus derechos de compensación para trabajadores.

Avisos en inglés, español y cualquier otro idioma común para la población de los trabajadores del empleador deben ser puestos a la vista y:

1. Mostrarse en un lugar prominente de la oficina de personal del empleador, si es que la hay;
  2. Ubicar este aviso en el área de trabajo de tal manera que los empleados lo vean regularmente;
  3. El título debe ser impreso en tamaño 26, en letra negrita de punto, el tema debe ser impreso en tamaño 18, en letra negrita de punto, y el texto, por lo menos en tamaño 16 en letra negrita de punto normal; y
  4. Contener las palabras exactas según lo señalado en el Reglamento 110.101 (e)(1).
- El aviso que se muestra al reverso de esta página cumple con los requisitos que se han señalado en la parte de arriba. El negarse a mostrar o proporcionar esta información, según lo requerido en el reglamento es una falta a la ley y a los reglamentos de la División. El infractor podría estar sujeto a sanciones administrativas.

**NO MOSTRAR ESTE LADO**



# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

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## ***WORKERS' COMPENSATION and EMPLOYERS' LIABILITY COVERAGE DOCUMENT***

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As authorized by Chapter 504 of the Texas Labor Code and Chapter 2259 of the Texas Government Code, the Texas Association of Counties Risk Management Pool ("the Pool") is a risk sharing arrangement among Texas County governments and other political subdivisions established as a group workers' compensation fund authorized to provide all compensation and benefits required by the Texas Workers' Compensation Law. This Coverage Document, offered as an alternative to a traditional insurance policy, describes the benefits provided to Members of the Pool pursuant to the Interlocal contracts between the Pool and its Members. The interlocal agreement between Member and the Pool is incorporated herein for all purposes.

## **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE**

In return for the payment of the contribution and subject to all terms of this Coverage Document, the Pool agrees with Member as follows:

### **GENERAL DEFINITIONS**

Throughout this Contract, 'you', 'your', 'yours', 'Member' and 'Named Member' mean the governmental entity listed on the Declarations Page with whom this contract is made. 'We', 'us', 'our', 'ours' and the Pool refer to Texas Association of Counties Risk Management Pool (TAC RMP).

**Contribution** means the amount paid or payable by the Member to the Pool for this coverage.

**Coverage Document** means the Texas Association of Counties Risk Management Pool Worker's Compensation and Employers' Liability Program Coverage Document that sets forth the coverage provided, including any modifications made by issuance of any amendatory Declarations of Coverage or endorsement.

**Declarations** means the Declarations of Coverage attached to and incorporated into the Coverage Document, setting forth the specific indication of the coverage, limits and deductibles, contributions and special provisions elected by Member, including any modifications made by issuance of any amendatory Declarations of Coverage or endorsement.

**Member** means the political subdivision within the State of Texas which is a current participant in the Pool and so designated in the Declarations.

**Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**Benefits** as used in Coverage Document means the benefits payable pursuant to the Workers' Compensation Law of the State of Texas.

## GENERAL SECTION

### A. The Coverage Document

This Coverage Document includes at its effective date the Declarations Page and all endorsements and schedules listed there. It contains the terms of coverage afforded to you by virtue of your interlocal agreement with us. The terms of this Coverage Document may not be changed or waived except by endorsement issued by us to be part of this Coverage Document.

### B. Who Is Covered

You are covered if you are employer named in Item B of the Declarations page and a Member of the Pool.

### C. Workers' Compensation Law

Workers' Compensation Law means the workers' or workmen's compensation law and occupational disease law for the state of Texas. It includes any amendments to that law which are in effect during the Coverage Document period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

## PART ONE-WORKERS' COMPENSATION COVERAGE

### A. How This Coverage Applies

This coverage applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the Coverage period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Coverage period and shall be considered the date of occurrence.

### B. We Will Pay

We will pay promptly when due the benefits required of you by the workers' compensation law of Texas. If we make any payments in excess of the benefits regularly provided by the Workers' Compensation Law on your behalf, you will reimburse promptly.

### C. We Will Not Pay



1. Items precluded by statute in Texas Labor Code.
2. You are responsible for any payments in excess of the Benefits regularly provided by the workers compensation law including those required because:
  - a. of your serious and willful misconduct:
  - b. you knowingly employ an employee in violation of law
  - c. you fail to comply with a health or safety law or regulation; or
  - d. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for benefits payable pursuant to this Coverage Document. We have the right to investigate and settle these claims, proceedings or suits and such settlement may be made without your consent. We have the right to make all final decisions concerning settlement of any claim, proceeding, or suit against you for benefits payable herein, regardless of whether you must pay a deductible, self-insured retention, or other payment. If you settle a claim, proceeding or suit without our approval, it will be at your own expense.

We have no duty to defend a claim, proceeding or suit that is not covered by this Coverage Document.

E. Other Coverage

If other applicable coverage exists, we will not pay more than our share of benefits and costs covered by both this Coverage Document and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance or self-insurance will be equal until the loss is paid.

F. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this coverage, to recover our payments from anyone liable for the injury. You will take reasonable and necessary actions to protect those rights for us and to help us enforce them.

G. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice about the injury when the TPA has notice.

2. We are directly and primarily liable to any person entitled to the benefits payable by this coverage. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against Member and us.
3. Jurisdiction over you is jurisdiction over us for purposes of the workers' compensation law. We are bound by decisions against you under the law, subject to the provisions of this Coverage Document that are not in conflict with that law.
4. Terms of this coverage that conflict with the workers compensation law are changed by this statement to conform to that law to the extent it is necessary to comply with that law.

Nothing in these paragraphs relieves you of duties under this Coverage Document.

## **PART TWO-EMPLOYERS LIABILITY COVERAGE**

### **A. How This Coverage Applies**

This employers liability coverage applies to fatal injury by accident or fatal injury by disease.

1. The death must arise out of and be in the course and scope of the employee's employment by you.
2. Death as result of accident must occur during the Coverage period.
3. Death by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such death by disease must occur during this Coverage period and shall be considered the date of occurrence.
4. If you are sued, the original suit and any related legal actions for damages must be brought in the United States of America, its territories or possessions.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The injured employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

### **B. We Will Pay**

Subject to the limits stated in the Declarations, we will pay all sums you legally must pay as damages because of the death of your employees, provided the death is covered by this Employers Liability Coverage.

## C. Exclusions

This coverage does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty you're your work will be done in a workman like manner;
2. punitive or exemplary damages because of death to an employee employed in violation of law;
3. death of an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. death intentionally caused by you;
6. bodily injury occurring outside the United States of America, its territories or possession, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. death to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. death to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. death to a master or member of the crew of any vessel;
11. fines or penalties imposed for violation of federal or state law;
12. damages payable under the Migrant and Seasonal Agricultural Worker

Protections Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder , and any amendments to those laws;

13. damages arising out of operations for which you have violated or failed to comply with any Workers Compensation Law;
14. Death by disease unless prior to thirty-six months after the policy period written claim is made or suit is brought against you for loss because of such injury or death resulting therefrom.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this Coverage Document. The Pool has the right to investigate and settle these claims, proceedings and suits and such settlement may be made without your consent. We have the right to make all final decisions concerning settlement of any claim, proceeding, or suit against you for benefits payable herein, regardless of whether you must pay a deductible, self-insured retention, or other payment. If you settle a claim, proceeding or suit without our approval, it will be at your own expense.

The Pool has no duty to defend a claim, proceeding or suit that is not covered by this Coverage Document. The Pool has no duty to defend or continue defending after we have paid our applicable limit of liability under this Coverage Document.

E. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item D. of the Declarations Page. They apply as explained below.

1. Death by Accident. The limit shown for "death by accident-each accident" is the most we will pay for all damages covered by this Coverage Document because of death to one or more employees in any one accident.
2. Death by Disease. The limit shown for "death by disease-Coverage Document limit" is the most we will pay for all damages covered by this Coverage Document and arising out of bodily injury by disease, regardless of the number of claimants who die by disease. The limit shown for "death by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one claimant.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this Coverage Document.

F. Recovery From Others.

Pursuant to this Coverage Document and the Interlocal Agreement, the Pool has Claimant's rights to recover our payment from anyone liable for an injury covered by this Coverage Document. You will take reasonable and necessary actions to protect those rights for us and help us enforce them.

G. Other Coverage

If other applicable coverage exists, we will not pay more than our share of benefits and costs covered by both this Coverage Document and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

H. Actions Against us

There will be no right of action against us under this Coverage Document unless:

1. You have complied with all the terms of this Coverage Document and the Interlocal Agreement;
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This coverage does not give anyone the right to add us as a defendant in an action against you to determine your liability.

### **PART THREE-MEMBER'S DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this Coverage Document. All of your duties apply to both Part One and Part two of this Coverage Document, and must be performed as a condition of coverage. Your other duties are listed here:

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us the names and addresses of the injured persons and of witnesses, and other information the Pool may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as the Pool may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to

recover from others.

6. Do not voluntarily make payments, assume obligations or incur expenses, except at Member's own cost.

## **PART FOUR-CONTRIBUTION**

### **A. Contribution Calculation**

You will be charged an annual estimated contribution based on your payroll, by classification, and loss experience in accordance with our underwriting policies. A Member obtaining Workers' Compensation coverage through us must submit an annual estimated payroll, by payroll classifications of the Member, to us no later than sixty (60) days prior to the first day of the coverage period. At the end of the coverage period, you must provide us with the actual payroll for the coverage period. If your actual annual payroll differs from the estimated payroll, the amount of the annual contribution may be adjusted. If, after this adjustment, the actual contribution is more than the estimated contribution paid by you, we shall notify you of the difference and you shall immediately remit the additional amount to us. If the actual contribution is less than the estimated contribution paid by you, we shall refund the excess amount to you.

### **B. Contribution Payments**

The annual contribution must be paid in four quarterly payments. We will submit quarterly invoices in advance and you must pay in advance of the quarter. Payment is due upon receipt of invoice. Any payment not received within thirty (30) days of the date of billing may accrue interest at the rate of 1% per month. If any payment or contribution is not paid as required, we may cancel coverage. You shall remain obligated for such unpaid contribution for the period preceding termination.

### **C. Records and Audit**

You will allow us, our agents, contractors, employees and officers reasonable access to all your facilities and records including, but not limited to, financial records, that relate to this Coverage Document, as required for the administration of the Pool. You may audit and submit corrected payroll within 12 months of the expiration of the Coverage Document, and only for the expiring coverage period. Any submission of audited or corrected payroll information must be inclusive of all payroll classifications. If the audit of all payroll classifications results in a net refund of contribution due to you, we will pay this amount to you within 60 days.

### **D. Submission of Information**

A Member obtaining Workers' Compensation coverage through us, must submit an annual estimated payroll, by payroll classifications of the Member, to us no

later than sixty (60) days prior to the first day of the coverage period. At the end of the coverage period, you must provide us with the actual payroll for the coverage period. If you fail to timely submit the information required prior to the renewal date, we may charge a penalty of \$100 each month or portion thereof that the information is not received. Failure to submit the required information within 30 days of the renewal date or failure to pay any penalty provided for in this section may result in cancellation of coverage.

## **PART FIVE-CONDITIONS**

### **A. Agreement to Participate**

Nothing in this Coverage Document supersedes or replaces the provisions of the Texas Association of Counties Risk Management Pool Interlocal Participation Agreement that governs your right to participate in TAC RMP and states the conditions of your participation, including without limitation your duty to pay any deductibles authorized therein, to pay contributions, and to comply with actuarial and/or underwriting requirements unless said Interlocal Agreement is amended by the TAC RMP Board of Trustees to provide so. The Pool's fulfillment of its obligations under this Coverage Document in accordance with the terms, conditions, definitions, limitations, and exclusions herein also fulfills any duty the Pool has under said Interlocal Agreement to make workers' compensation or other coverage available to you and to pay claims related to such coverage.

### **B. Inspection**

We have the right, but not obligation, to audit and inspect your operations and property at any time upon reasonable notice and during regular business hours, as we deem necessary to protect the interest of the Pool. We may give you reports on the conditions that we find. We may also recommend changes. While these recommendations may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards.

### **C. Cooperation with Risk Control Programs**

We may provide risk control recommendations, training, consultations or other services to assist you in reducing losses. You shall cooperate with us to implement risk control programs for the purpose of eliminating or minimizing hazards that may contribute to losses.

### **D. Coverage Period**

The Coverage Period shall be the coverage period stated in the Declarations.

E. Transfer of Your Rights and Duties

Your rights and duties under this Coverage Document may not be transferred without our written consent.

F. Cancellation

1. If at any time this Coverage Document is cancelled by any party we hold any contributions which are refundable to you because they would have applied to the portion of the Coverage Document period that followed the effective cancellation date, we will return any such refundable contributions promptly at the end of the audit period during which the cancellation occurs.
2. If this Coverage Document, or any other coverage with the Pool, is cancelled prior to the expiration date, the contribution payable may be adjusted to reflect loss of package discounts, renewal credits or any other underwriting credits that are based upon participation in the Pool.
3. If this Coverage Document is cancelled before the end of the Coverage Document period, you will be subject to the short rate earned contribution factors.

G. Pool Coordinator

You are required to designate a representative, pursuant to Interlocal Agreement, to make and receive communication with us.

H. Third Party Administrator

If we designate a Third Party Administrator ('TPA'), we retain all authority to control the defense and settlement of claims, suits, or proceedings otherwise covered by this Coverage Document, and we retain any duty to pay claims, damages, or expenses otherwise covered herein. We will give you notice of any such appointment which will include the address and phone number for the 'TPA'. If a 'TPA' is designated, you must timely provide to the 'TPA' all notices and reports required by this Coverage Document including without limitation any legal papers, complaints, or demands related to 'bodily injury by accident' or 'bodily injury by disease' (which must be provided promptly) and any notices of the occurrence of such injuries. You must provide the 'TPA' as soon as practicable with all information reasonably required to process and administer any claim, demand, or suit against you for which you seek coverage under this Coverage Document.

## **PART SIX-USE OF INSURANCE TERMS**

The Texas Association of Counties Risk Management Pool ("the Pool") was created by interlocal agreement to enable its MEMBERS to obtain coverage against various



types of risk. For convenience and clarity, this document may use terms customarily used in the insurance industry, but this is not a contract of insurance. It is an agreement between political subdivisions to cover certain risk pursuant to the provisions of Chapters 791 and 2259 of the Texas Government Code, and Chapter 504 of the Texas Labor Code. The Pool's MEMBERS, which are political subdivisions of the State of Texas, participate in Pool as an alternative to commercial insurance.