CLARK COUNTY
STAFF REPORT

DEPARTMENT: General Services, Risk Management Division

DATE: April 12, 2016

REQUESTED ACTION: To authorize the County Manager to sign and approve resulting contracts and any future amendments or extensions for RFP #704; "Risk Management, Brokerage and Insurance Services".

__X__ Consent ____ Hearing ____ County Manager

BACKGROUND

The contracts are expiring for our Brokerage Services and our Workers' Compensation Third Party Administrator service. A total of four sets of competitors applied for this business; each brokerage firm paired up with a third party administrator for the workers' compensation service. The winner of the board screening was Arthur J. Gallagher Risk Management Services Inc., for broker, and Gallagher Basset Services Inc. for the workers' compensation third party administrator, the TPA. We have attached the score sheet.

It turns out these two organizations are the incumbent team we are currently using. Therefore our set up time for all the policies, processes, bank accounts, trust fund, and a dozen different insurance coverages will not need to be redone, saving time and money.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

No change required.

COMMUNITY OUTREACH

None required

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

* 7 7 2 7 1 9 *

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
NA						
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

NA

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
5040.000.309.518600 Liability			$187,500		$375,000		$375,000
5043.000.309.517600 Work Comp			$100,000		$200,000		$200,000
Total			$287,500		$575,000		$575,000

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables .410, .460, .469		$287,500		$575,000		$575,000
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		$287,500		$575,000		$575,000

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	Liability Fund, 5040 and Workers' Comp Fund, 5043
Company Name	

DISTRIBUTION:
Board staff will post all staff reports to The Grid. http://www.clark.wa.gov/thegrid/

Mark R. Wilsdon
Risk and Management Services

Bob Stevens
Director, General Services

APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: APR. 12, 2016

SR# SR 078-16

APPROVED:
Mark McCauley, Acting County Manager

DATE: _____

RESOLUTION NO. RES. 2016-04-04

To authorize the County Manager to sign and approve resulting contracts and any future amendments or extensions for RFP #704; "Risk Management, Brokerage and Insurance Services".

NOW THEREFORE, BE IT RESOLVED BY the Clark County Board of County Councilors, that the County Manager is authorized to sign and approve the resulting contracts and any amendments or extensions for RFP #704; "Risk Management, Brokerage and Insurance Services" subject to approval as to form in contract by the Prosecuting Attorney.

ADOPTED AND APPROVED on the 12th of April 2016.

BOARD OF CLARK COUNTY COUNCILORS

Marc Boldt, Chair

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

David Madore, Councilor

Tom Mielke, Councilor

Attest:

Rebecca Tilton, Clerk of the Board

APPROVED AS TO FORM:

Christopher Horne, Chief Civil Deputy Prosecutor

Contract Checklist

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CLARK COUNTY
WASHINGTON

Contract Procedures and Requirements

As the project manager, you have certain responsibilities regarding preparation and execution of the project/contract. Responsibilities include, but may not be limited to:

State and County Audit requirements for your Project File:

☑ **Are you following** the new "Contract File Management" procedures?
Date requirement came into effect: April 20, 2009

☑ cc: to Purchasing for project file.
- Fully executed Contract w/Staff Report (if applicable)
- Amendments
- Extensions
- Contract Completion Document

Date requirement came into effect: April 20, 2009

Purchasing Recommendations:

☑ Include the Bid/RFP No. and Title in all contracting documents including but not limited to the Staff Report, Contract, Amendments to Contract and Extensions.

☑ Add Purchasing to the distribution list on the Staff Report. The Commissioner's Office will automatically forward a copy of the approved contract – saving you time.

☑ Will you utilize optional extensions during the term of your contract? Using the 'contract agreement' tool in ORACLE will help you and your administration staff to manage the term requirements – and prompt you to extend when necessary (if available).

Request for Proposal

☑ Are you following the timeline in your RFP? If not, have you advised your proposers and Purchasing?

☑ Have changes occurred where Purchasing should be advised?

☑ The Matrix: This form precedes the Staff Report and is approved by Purchasing.
Date requirement came into effect: April 20, 2009.

GENERAL SERVICES
Risk Management

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CLARK COUNTY
WASHINGTON

NOTICE OF AWARD

December 2nd, 2015

TO: INTERESTED PARTIES

SUBJECT: NOTICE AWARD A CONTRACT IN RESPONSE TO REQUEST FOR PROPOSAL (RFP) #704, Title: *Risk Management, Brokerage, and Insurance Services*

After completing the review of all proposals submitted in response to RFP #704, Clark County Risk Management Division has awarded a contract to the following responder:

Arthur J. Gallagher RMS Inc. 1501 Market Street, #250 Tacoma, WA 98402	&	Gallagher Bassett Services Inc. PO BOX 4040 Sacramento, CA 95812

Clark County Risk Management appreciates the efforts of all proposers. Thank you for your participation and interest in Request for Proposal, *Risk Management, Brokerage and Insurance Services.*

Sincerely,
General Services
Risk Management Division

Mark R. Wilsdon, MBA, CPCU, ARM-P
Risk and Management Services

cc: Beth Balogh
Mike Westerman

1300 Franklin Street • P.O. Box 5000 • Vancouver, WA 98666-5000 • tel: [360] 397-2025 • fax: [360] 397-6165 • www.clark.wa.gov

RFP # 704
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington
Wednesday, October 21, 2015

Request for Proposal for:

Risk Management, Brokerage and Insurance Services

PROPOSALS DUE: ***Monday, November 30, 2015 by 3:00 p.m.***

Proposal(s) shall be sealed and clearly marked with RFP # and Project Title.

Submit one (1) original and three (3) complete copies of the Proposal to:

Clark County
Office of Purchasing
P.O. Box 5000
1300 Franklin Street, 6th Floor, Suite 650
Vancouver, Washington 98666-5000
(360) 397-2323

Refer Questions to:
Mark R. Wilsdon, MBA, CPCU, ARM
Risk Manager, Management services
Clark County, WA
E-mail: mark.wilsdon@clark.wa.gov

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY: Proposer shall comply with all applicable state and federal laws governing the confidentiality of information."

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES: Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS: An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

PROTESTS must be submitted to the Purchasing Department.

REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS: Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of $1,000,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office; V (360) 397-2025;
TTY (360) 397-2445; ADA@Clark.wa.gov

Request for Proposals
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Request for Proposal # 704
Risk Management, Brokerage and Insurance Services

Part I Proposal Requirements

Section IA General Information

1. Introduction

Named for Captain William Clark of Lewis and Clark Expedition fame, our county is one of the fastest growing regions in Washington state and in the Portland, Oregon, metropolitan region. Today, more than 430,000 people live in Clark County.

2. Background

Why are so many people moving here? The simplest answer may be our quality of life. Clark County is a very family-oriented community and a good place to raise children. And that's not to mention the beautiful scenery, moderate climate, and lots of recreational opportunities.

We are seeking a firm that has the expertise to operate as our Insurance Broker, our Risk Management Services Resource and to administer our Workers' Compensation program. This would be for five (5) years with five (5) renewable one year extensions. This would be a fee based operation and with commissions allowed. We are self-insured and operate in the State of Washington with 1724 employees (FTE). Since April 28th, 2014, we are no longer members of the Washington Counties Risk Pool and are now self-insured for Liability, Property, and Workers' Comp Coverages.

3. Scope of Project

Not exhaustive, but our current insurance coverages include the following:

Workers' Compensation, currently Gallagher Bassett Services Inc. is the third party administrator and A.J. Gallagher is our Broker of record. The W/C claims include 82 open claims; 43 medical, 39 indemnity.

Excess Workers' Compensation: (1 million)	SIR $750,000
Excess Liability Insurance: (25 million)	SIR $1,000,000
Property Insurance: (350 million)	SIR $50,000

Public Officials Bonds
Crime Insurance
Aviation Liability
Pollution Blanket
Cyber Liability
Railroad Owners Liability
Inmate injury coverage of 2500 for those on road clean-up crews
Notary Bonds

Renewals occur throughout the year.

4. Project Funding

Allocated during the Budget process biannually.

5. Timeline for Selection

The following dates are the intended timeline:

Proposals due	*November 30, 2015*
Proposal review/evaluation period	*December 1-15, 2015*
Interviews/demonstration (if deemed necessary)	*December 16-23, 2015*
Selection committee recommendation	*December 23, 2015*
Contract negotiation	*Jan1-March 30th, 2016*
Contract completion/intended to begin	*April 1, 2016*

6. Employment Verification

"Effective November 1st, 2010, to be considered responsive to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within 24 hours after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment, page 2 in order of RFP response. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor ($25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status report shall be directed to the county department project manager at the end of the contract, or annually, whichever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify

How to submit the MOU in advance of the submittal date:
1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
2. Fax to (360) 397-6027, or;
3. E-mail: beth.balogh@clark.wa.gov or mike.westeman@clark.wa.gov

Note : Sole Proprietors are exempt.

Section IB

Work Requirements, Scope of Work

1. Required Services

The Broker or their subsidiary will perform the following duties:

1. Identify, review, evaluate and report on exposures facing the Clark County.
2. Identify overlaps or deficiencies in insurance coverage.
3. Provide assistance on development of underwriting data and property values.
4. Work with risk manager in insurance programs.
5. Provide recommendations about placement of insurance.
6. Assure financial strength of insurance companies used.
7. Analyze and provide recommendations insurance limits, deductibles, and retentions.
8. Provide easy to read summaries of insurance and cost.
9. Provide an annual stewardship report as well as an annual actuarial report for Clark County.
10. Provide consultation on risk management issues, policies, procedures.
11. Provide consultation on claims and coordination of claims adjusters if required.
12. Provide consultation on loss control, 40 hours included.
13. Respond to questions and attend meetings as requested.
14. Provide assistance in time element insurable values.
15. Respond to questions and issues related to special events.
16. As requested, review agreements, contracts, and leases.

Worker's Compensation Specifics

17. Be attentive to quality.
18. Maintain records for six years after closure.
19. Operate as our Third Party Administrator for Workers' Compensation and coordinate with our various departments for support as needed.
20. Provide access to an automated data base to run reports and see current information with regard to the Workers' Compensation Claimants and SEIDRS.
21. Annually provide a report on Clark County Program Performance.
22. Monitor branch supervision of:
    a) claims reserved over the adjuster's authority limit.
    b) claims reported to carriers/excess carriers.
23. Review/approve authority limits assigned to staff.
24. Approve reserves over the local branch authority and maintain override supervision on selected claims.
25. Monitor Subcontractors – Annual audits of files assigned to subcontractors. Audits will target 15% of the annual average pending and will focus on the quality of work performed by our subcontractors and the quality of our oversight supervision of files.

26. Monitor Branch Self-Audit Process:
    a) Monitor Compliance.
    b) Report to District/Corporate Management Quarterly.
    c) Random audit of worksheets.
    d) Approve and monitor corrective action plans and training plans.
27. Develop and coordinate implementation of adjuster/supervisor training programs.
28. Coordinate/monitor external audits:
    a) Oversee preparation of files for auditors.
    b) Respond to audit reports.
    c) Depository for audit reports and responses.
29. Coordinate/monitor external audits:
    a) Create audit schedule.
    b) Identify audit team based on experience in various claim disciplines.
30. Update/Maintain Claims Procedures Manuals (Applicable for respective area)
    a) Field Claims Services.
    b) Worker's Compensation.
    c) Liability.
    d) Property.
31. Corporate Claims Department.
32. Subcontractors.
33. Branch Self-Audits.
34. Supervise carrier files handled by manager and perform Self-Audits on files handled by managers.
35. Coordinate adjuster/supervisor training programs.
36. Coordinate/monitor external audits, utilize a bill-review service and pay the adjusted amount.
37. Coordinate/monitor internal audits.
38. Maintain reporting through SEIDRS as L and I requires.
39. Maintain a toll free or local line for our employees.
40. Return employee inquiries, e-mail or telephonic, within 24 business-day hours, and Clark County Risk Management inquiries the same business day. If the inquiry is after 5pm that day, the morning of the next business day is acceptable.
41. Communication between Clark County Benefits and Payroll will occur regularly to ensure the proper payments of benefits to our employees and the response to Benefit's or Payroll's inquiries will occur at the same standard as Risk Management.

Term
It is anticipated this process will result in a five (5) year contract with five one year renewable periods.

Fees
This will be a fee based contract, commissions for specialty lines on a case by case basis, are acceptable and to be negotiated. The broker will be completely transparent by providing an annual report to the Risk Manager showing all income related to the County from all sources.

Funding for all services except Workers Compensation will come directly from Risk Management based on invoiced coverages and fees. Workers' Compensation for medical and indemnity will be funded at an agreed level, in a trust fund of $150,000, currently sufficient to maintain the ability to operate and clear expenses for 60 days. The costs involved in absorbing all files, transferring the files, both physical and the automated records will be negotiated and coordinated with the outgoing TPA for both open and closed files from Gallagher Bassett Services Inc. to the awardee. Costs for the same will be part of the bid.

The selection of the winning Bid/Broker will occur on or after December 23rd 2015 by a panel with an expected start date of April 1, 2016, or shortly thereafter based on negotiations.

In addition to "Duties", the following apply:

Brokerage Services to include written above as well as Workers' Compensation Administration. Besides handling the claims, wage, retraining programs and indemnity payments, this will include but not limited to interfacing and reporting to Washington State Labor and Industries. This will include at a minimum the Quarterly and Annual reports as well as the newly required automated reporting; SEIDRS, Self Insured Information Data Reporting System and be the Reporting Entity for the Section 111 MMSEA.

Worker's Compensation Claims Administrator Standards.

SUPERVISION

Initial Review and Assignment

All new and newly absorbed current claims will be reviewed by a supervisor and assigned to a technician. The supervisor will identify legal issues, serious injuries, claims requiring reporting to Client, carrier or executive operations, and potential subrogation. The extent of the assignment and instruction are dependent upon specific capabilities of the technician. Factors that will be considered are the level of experience, expertise, and authority level of the technician as well as applicable law, severity, and complexity of the issues.

Initial instruction will be clear and comprehensive, utilizing a remark worksheet. Issues will be identified with guidance given to the technician, comments on reserves, expense control, reporting requirements and a timeframe for expected completion.

Follow-up Supervision

The Files will contain documentation of periodic review by the supervisor to ensure that all assignments are completed timely and accurately. Documentation will include periodic supervisor comments on filing deadlines, legal issues and additional task assignments.

Supervisor Diary

The file notes will contain documentation, indicating whether or not the file is on a supervisor diary. All claims with specific time sensitive assignments, large loss claims, catastrophic claims, and claims over the adjuster's authority or experience level will be on a supervisor diary.

INVESTIGATION

Client Contact

The file notes will contain documentation of efforts to contact the Client within one (1) working day to acknowledge receipt of the claim, confirm information provided, and begin the initial investigation.

Claimant Contact

The files notes will contain documentation efforts to contact the claimant within one (1) working day to acknowledge the claim, confirm the information, and begin any necessary investigation. Telephonic contact is preferred. If telephone contact is unsuccessful, claimant will be contacted via fax, mail, e-mail, text or other more modern means. The files notes will document ongoing efforts to contact the claimant.

Statements

Recorded statements will be obtained on cases with questionable compensability, questionable injury, high severity, catastrophic claims and subrogation potential. If statements are refused, the file will contain clear documentation of the adjuster's efforts, and reasons why the statement was not obtained.

Statements will be summarized in the file notes and contain the identity of the person interviewed, means of identification, date of the statement, and a brief summary of the items covered. The Summary will also provide enough information to avoid costly transcriptions unless and until the statement is needed for trial.

Medical Provider Contact/Reports

The files notes will contain documentation of efforts to confirm diagnosis, obtain prognosis, obtain a return to work date, and develop a treatment plan. Medical reports and/or documentation of efforts to obtain medical reports to substantiate a return to work, permanent disability factors, and ongoing discussion of medical management will be documented in the file.

Subrogation and Recovery

The file notes will contain documentation of discussion and appropriate efforts to pursue recovery, including notice letters to carriers and liable parties. Statute constraints, efforts to file appropriate legal proceedings, discussion with the Client to determine concurrence with contractual obligations and personnel issues, and documentation of follow-up to ensure receipt of recovery and proper distribution of funds will be contained in the file.

Allocated Loss Adjusting Expenses (ALAE)

Most referrals will require approval by the supervisor, Client, and /or the manager. The file will contain documentation of approval and discussions of specific Client service procedures, and documentation in the file that approval has been obtained from the supervisor, manager, and Client when required.

RESERVES

All reserving is done on a "probable ultimate cost" basis.

Initial Reserve

Reserves are to be entered within forty-eight (48) hours of receipt of claim. The adjuster can request a ten (10) day hold to obtain additional pertinent information needed to complete the claim set up. Documentation is required of a substantial reason for requesting a ten (10) day hold, with comments by the adjuster and supervisor.

Reserve Changes

Reserve changes will be made within fourteen (14) days of receipt of substantial information that changes the value of the case. When the reserve requires Client concurrence, documentation may be in the form of file notes by the adjuster and/or supervisor, forms provided to Client for concurrence, or correspondence. Documentation should be in an easy to understand format for auditors and other non-claims personnel with access to our claim files.

MEDICAL MANAGEMENT

Medical Providers

The file should contain documentation that we have provided all information necessary for our Client to direct employees to a designated facility.

Dialog with Treating Physician(s)

The file will contain documentation of proactive communications with the treating physician to discuss return to work, expectation of permanent impairment and the need for medical management. Documentation may be in the form of correspondence, notes of phone conversations, and /or medical reports.

Modified Duty

The file will contain documentation on all time loss claims with ongoing discussions with both the employer and physician until a return to work or determination of permanency is made.

Early Intervention

The file will contain documentation of discussions or consideration of referral to a designated medical management provider. Documentation may be in the form of written notes by the technician, supervisor and/or manager on cases meeting medical management protocols.

Assignment to Medical Case Manager

After a decision to refer to a Case Manager is made, the file will contain documentation of timely assignment, including documentation of the assigned tasks/goals.

The adjuster will maintain ongoing dialog and direction with the Case Manager. Reports received from the Case Manager will be reviewed to confirm that the assigned tasks/goal are presented timely. Case Management invoices should be reviewed and adjusted as needed by the adjuster or supervisor. The adjuster will close Case Management assignments as soon as all tasks are completed or goals have been met.

PRODUCTIVE ADMINISTRATION

File Documentation

Clear documentation with a detailed history of the incident, current activity, and a plan of action (POA) is required. The current POA should also include a timeline for expected completion. All documentation should be professional and non-prejudicial.

Efforts to Follow A Plan of Action

The plan of action will summarize progressive efforts to conclude specific issues and move the claim to closure. POA's will be updated periodically, usually at ninety (90) day intervals, or when new information is received that will change our strategy.

State Compliance Issues

Documentation of compliance may be in the form of state forms, letters, attorney evaluations, and/or notes. Documentation will be reviewed for accuracy and timeliness. Legal documents and notices from the state entity that oversees worker's compensation compliance will be reviewed.

Diary

The file will contain documentation of ongoing review on diary by the adjuster. Diary history is compared to documentation in the note screens to track diary reviews. Frequency of diary reviews is contingent upon the complexity of the claim file and the experience of the adjuster. Time loss claims are reviewed every fourteen (14) days. Medical Only and Indemnity claims are reviewed every thirty (3) days. Less active claims are reviewed every sixty (60) days. Claims with no outstanding issues are reviewed every sixty to ninety (60-90) days. Claims with no outstanding issues are reviewed every sixty to ninety (60-90) days. No diaries will exceed ninety (90) days.

Adherence to Client Special Instructions

Initial supervisor and adjuster entries in the notes will document specific Client Special Instructions (CSI). File documentation can consist of copies of the CSI at the technician's desk or inside the claim file, comments in the note screens to document specific Client service tasks as they are completed, appropriate use of the Issues screen and/or correspondence in the file.

Reporting

The file will contain documentation of timely reports, as set forth in the CSI that provide a clear picture of file activity and current status of the claims.

Reports to Excess Carriers

Reports on claims over office authority, catastrophic claims, and high profile claims to and excess carrier will be documented in the file and reported to our excess carrier, as required by the carrier.

Prompt Indemnity Payments

Payment history and state notice forms will be reviewed to ensure payments were sent timely. Documentation is required for late or unpaid indemnity payments. Documentation of reasons for any delay or denial of payments for each state may include state notice forms, letters, or notes.

Prompt Vendor/Provider Payments

Audit personnel will review bills to determine average time from receipt to payment. Bills over technician authority will be reviewed and approved by the supervisor or manager.

Customer Service

All Client contact, whether updates, reports, or recommendations for file reviews, will be courteous and timely.

LITIGATION MANGEMENT POLICY

Pre-Litigation Handling

An effective litigation management program requires an approach designed to reduce the number of litigated files, economically settle those which should be settled and aggressively defend those cases which are legitimately in dispute.

Recognizing the vast majority of cases are settled rather than tried, we understand the importance of early investigation and assessment. Early assessment is necessary to identify those cases that are likely to settle, and those that are likely to be tried. Of the cases to be settled, perhaps only three types should actually reach the stage where defense counsel is retained. Those include:

1. Blind lawsuits, where no information is known about the case prior to a mandatory answer date.

2. Cases in which investigation has been curtailed by lack of cooperation on the part of the claimant or claimant's attorney, or

3. Cases where liability is determined but damages are either in dispute or legitimately still accruing.

In each case, the critical objective in the litigation is the early attempt to secure information necessary to evaluate the case, and then push toward resolution.

Selection of Defense Counsel

It is the Client's prerogative to designate counsel or to delegate this authority to Awardee. This is in consultation with Clark County Prosecuting Attorney's Office We believe selection of

counsel is most effectively administered with the approval of fewer and more select defense firms.

Guiding this philosophy is the understanding that law firms must have substantial experience in the specialty area in which the Client's litigation arises.

Accordingly, the expectation is that designated partner and experienced associates within a firm will be the only counsel assigned to out Client's cases.

Several objectives are addressed by limiting and selecting counsel. First, the Client becomes a vital aspect of the law firm's business and the Client's needs are continually in the forefront. Second, attorneys become intimately familiar with the philosophy, directives, and business practices of the Client. Finally, limiting designated counsel assures the Client's priorities and interests will be recognized as a matter of practice.

Assignment/Direction of Cases

Employing the established guidelines in the selection of counsel, cases are assigned to the attorney who is most qualified to handle and advise on the specific case under consideration. For example, trial attorneys may not be the best suited to handle cases where settlement strategy is the identified objective; a litigator is, however, essential to the preparation of those cases identified as headed for trial.

The Client's goals are far more likely to be met when they are clearly conveyed to counsel at the outset, along with the specific litigation objective of each case. Communication problems and unnecessary legal expenses can be avoided through the use of clear and detailed case referral letters which give an assessment of the case, an outline of our investigation and its results, procedural requirements of the Client, and approval of initial discovery.

Counsel is required to provide a legal assessment identifying alternative paths of resolution, as well as any complication of hindrances to the litigation objective. A litigation plan will accompany the attorney's assessment, allowing the adjuster to make the appropriate economic judgment on the merits of each discovery or tactical recommendation.

As part of the litigation partnership, it is expected the adjuster will benefit from the specialized legal talent of defense counsel. We require an approved litigation plan and budget, and pre-approval of all expert, legal research, and law motion expenses. These measures ensure that the adjuster maintains the responsibility for the economic decisions of litigation.

A dialogue between the Awardee adjuster and counsel should be sustained throughout the term of litigation to reinforce and reassess the objective of the litigation. Reporting by the attorney is done not simply as a matter of calendar, but at any interval where significant facts or events may impact the litigation objective. Each report should indicate not only new developments, but also future strategy in order to fulfill the Client's objective. Counsel is required to provide their strategy at appropriate times in the litigation process to move the case forward towards a resolution that will mitigate costs. Instances wherein we expect a strategy report from counsel include after depositions, pre-arbitration, post-arbitration, prior to status conferences and upon trial settings.

Reservation of rights/Defense and Coverage Issues

The Client's directives with respect to the handling of coverage and potential reservation of rights issues must be clearly understood and followed. The adjuster, however, is often the first person to acquire the information which gives rise to coverage or defense obligation questions; therefore, it is essential coverage issues be identified and evaluated promptly, and in accordance with the Client's designated procedures.

In most cases; the selected vendor will be asked to draft a Reservation of Rights letter. The Client must approve the language and release of the letter; therefore, it is submitted in draft form

to the Client before being issued to the defendant. Copies of policies or memoranda of coverage will be maintained on file and referenced in coverage analysis reports as well as in the reservation of rights letter. A Reservation of Rights letter to an insured will not be sent until a signed approval is received from the Client.

Alternative Dispute Resolution

The Client's philosophy and preferences will dictate the use of mediation or other alternative dispute resolution methods. There are, however, many cases and situations wherein the consideration of those alternatives leads to a more cost-effective method of case resolution, either before or during the formal litigation process.

The following are examples where ADR might be effective:

1. Cases where emotional issues drive the demand, and where damages are catastrophic or another fear (such as unemployment, loss of home) is the trigger of an unreasonable demand that inhibits settlement. Mediation often creates an atmosphere where emotional issues can be aired empathetically and the settlement discussions can be focused on economic assessment.

2. Many smaller exposure cases are "swearing matches" as to liability, where credibility of witnesses or presentation of disputed facts will turn the case on an "all or nothing" finding. The plaintiff often prevails where the evidence is equal to both sides; therefore, the defendant must produce evidence that is demonstrably more convincing. In cases where the evidence is available, binding arbitration may be appropriate, as it costs less than trying the case and does not allow the plaintiff the avenue of another hearing.

3. In more complex cases where multiple parties must rely on the accumulation of technical documents from various sources, some of which are not forthcoming, the expense of a mediator to facilitate issue resolution may be economically sound. Mediation is likely to generate the desired production of documents in a timely fashion, facilitating resolution of some disputed issues early in the process. The advantage of taking the initiative in such a proposal rather than allowing the court to appoint a monitor is often the benefit of taking the lead and playing a key role in the direction of the case. History demonstrates that, in multi-party cases, it is usually the party who steps forward to take a leadership role is whose position is most favorably heard.

Reserving Philosophy

We understand and continually reinforce the importance of accurate reserves for Clients. Awardee sets separate reserves for indemnity and allocated expense, and separate reserves within the indemnity category where different coverages, and thus different loss ratio issues, might apply. Indemnity reserves are set to reflect the probable ultimate exposure to the Client. Therefore, in a case with disputed liability but catastrophic damages, the reserve must reflect the potential for a compromised settlement prior to the trial, or conversely, the assessed probability of an adverse verdict.

The Client's reserving philosophy governs the practice of setting reserves on each account. It is our practice, however, that reserves be reviewed at each handling in order to maintain accuracy. Reserves should be set with sufficient foresight and adequate planning early in the claim to avoid "stair stepping". Additionally, Awardee will contact County's Excess Carrier if required by Excess Carrier criteria.

Settlement Negotiations

We believe attorneys are retained to perform the legal work needed to resolve litigation; however, it remains the responsibility of the adjuster to complete all work that does not require an attorney. An essential element of this is the recognition that adjusters are often better trained for, and usually more experienced in, evaluating cases and negotiation settlement. Therefore, except in unusual circumstances when strategy dictates otherwise, the adjuster will prepare an independent evaluation of the case, secure settlement authority (if required by Client guidelines), and proceed to negotiate settlement. The file will reflect the basis of the evaluation and document all offers and counter-offers. Consideration of economic alternatives should be addressed in the evaluation, along with the issues of liability and damages, leaving the prerogative of economic decision to the Client.

Trial Preparation

A case identified early in the life of the file as trial-bound should not require an unusual increase in discovery activity as the trial date approaches. Necessary discovery should be anticipated and concluded prior to court-ordered deadlines. Should the discovery process yield new information that alters the case assessment, a shift in strategy may be necessary and will, of course, be immediately reported to the Client.

Counsel will be expected to draft a pre-trial report 60 days prior to trial. This report will provide an assessment of liability and damage issues and an outline of the projected course of trial. The report will also include witnesses for both sides, experts, anticipated testimony, cross examination issues, jury verdict range, and chances of prevailing at trial, identification of potential hazards and costs. Additionally, the pre-trial report will address motions in limine and special instructions, as well as information regarding the abilities of opposing counsel.

The Client will be provided daily telephonic updates during the trial.

Counsel will provide a post-trial report with any comments on issues that altered the outcome of the trial and recommendation on the satisfaction or appeal of the judgment.

Managing Litigation Expense

Litigation expense cannot be adequately managed without strict adherence to a policy of planning and assessment at all stages of the litigation process. Effective litigation cost control requires recognition and settlement of liability exposure cases prior to or early in litigation. The second line of defense is strategic planning and constant re-evaluation for settlement and cost savings.

No expense should be incurred without an objective, and no course of action undertaken that will nto move the case toward the objective. It remains the critical responsibility of the adjuster to carefully review all legal bills for accuracy and compliance with the budget. Unauthorized activity should not be included. The bill should reflect the plan and the budget and variances will be immediately discussed with counsel and documented.

Recognizing our role with counsel is a directed partnership, billing questions will first be treated as professional inquiries with formal documentation of the action taken. Unresolved issues and repeated occurrences of discrepancies will be addressed formally, with appropriate recommendations made to the Client.

2. County Performed Work

The County Will provide information as required by the administrator or broker. This may include payroll and other information.

3. Deliverables & Schedule

That on 1 April, 2016, the winning Bid will work to get Clark County transferred to a new Third Party Administrator to fully operate the Workers' Compensation program and have the trust account set up to draw on in an amount to be negotiated.

4. Place of Performance

The Workers' Compensation process office must be within 50 miles or 90 minutes of Clark County, Washington. All other services may reside elsewhere.

5. Period of Performance

Five years from April 1, 2016. Clark County reserves the right to extend the contract resulting from this RFP for a period of five (5) one (1) year periods, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date. If awardee should withdraw for any reason during contract period, 180 days' notice is required.

6. Insurance/Bond

A. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of $1,000,000 per occurrence and $3,000,000 in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than $50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability and will be primary to all other collectible policies.

B. Automobile
If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of $1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a $3,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer. This coverage may be included in the CGL.

C. Professional Liability (aka Errors and Omissions)
The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of $1,000,000 per occurrence, with a maximum deductible of $50,000 and $3,000,000 in the aggregate. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract, will renew annually, and be primary to all other collectible insurance.

D. Proof of Insurance
Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, carrier, deductible, and policy period. Policies shall be endorsed to state that coverage will not be suspended, Voided, canceled or reduced without a 30 day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract. At the beginning of the contract, full insurance contract language, to include the "Additional Insured Endorsement" will be provided to Clark County.

All policies must have a Best's Rating of A-VII or better.

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Risk Management, Brokerage and Insurance Services

7. Plan Holders List

All proposer's are required to be listed on the plan holders list.

✓ Prior to submission of proposal, review the posting at:
http://www.clark.wa.gov/general-services/purchasing/documents/rfp#.html

If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion.
See Attachment B.

Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Part II Proposal Preparation and Submittal

Section IIA Pre-Submittal Meeting / Clarification

1. Pre-Submittal Meeting

There will be no pre-submittal meeting or site visit scheduled for this project.

2. Proposal Clarification

Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page. The deadline for submitting such questions/clarifications is **7 calendar days prior to the due date for proposals (unless otherwise specified in section 1A-5. An addendum will be issued no later than **7 calendar days prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

To review questions and answers regarding this RFP please visit our web site:
http://www.clark.wa.gov/general-services/purchasing/rfp.html

Questions may come to you via email only (unless arranged prior to release of RFP). Upon receipt, acknowledge receipt – then follow procedures below.

Section IIB Proposal Submission

1. Proposals Due

Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:
1. RFP Number and;
2. TITLE and;
3. Name and address of the proposer.

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

2. Proposal

Proposals must be clear, succinct and not exceed 15 pages, excluding resumes, e-verify, and cover. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered. The e-verify form is page two, behind the cover.

For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.

The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposer's are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

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All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as sales brochures, should be included with each copy unless otherwise specified.

Section IIC	Proposal Content
1. Cover Sheet	This form is to be used as your proposal Cover Sheet **See Cover Sheet - Attachment A**
2. Project Team	*At least the broker and account manager for TPA we would correspond with.*
3. Management Approach	*To incorporate both Broker and TPA for a unified approach..*
4. Respondent's Capabilities	*Together as Broker and TPA.*
5. Project Approach and Understanding	*Broker and TPA only need to be affiliated through a working relationship.*
6. Proposed Cost	*Both for brokerage and per case amounts for the TPA.*
7. Employment Verification	***Please refer to section 1A.6. – e-Verify*** ***IMPORTANT NOTE:*** *Include this portion of the response immediately AFTER the cover page, if not already on file with Clark County. Current vendors on file can be viewed at: http://www.clark.wa.gov/general-services/purchasing/documents/e-verifylog.pdf* ***Please put this after the cover page. (See section 1A.6)***

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Risk Management, Brokerage and Insurance Services

Part III Proposal Evaluation & Contract Award

Section IIIA Proposal Review and Selection

1. Evaluation and Selection: Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Board of Commissioners.

2. Evaluation Criteria Scoring Each proposal received in response to the RFP will be objectively evaluated and rated according a specified point system.

A one hundred (100) point system will be used, weighted against the following criteria:

Consider:

1.	*their proposal approach/quality*	*25*
2.	*creativity / experience*	*20*
3.	*previous work with Public Entities (Counties)*	*25*
4.	*cost*	*5*
5.	*references*	*25*

Section IIIB Contract Award

1. Consultant Selection *The County will award a contract to the highest scoring Proposer. Should the County not reach a favorable agreement with the highest scoring Proposer, the County shall suspend or terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached.*

2. Award Review The public may view proposal documents after contract execution. However, any proprietary information so designated by the Proposer as a 'trade secret' will not be disclosed unless the Clark County Prosecuting Attorney determines that disclosure is required. At this time, Proposers not awarded the contract, may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

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Attachment A COVER SHEET

General Information:

Legal Name of Applicant/Company/Agency _____

Street Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____ Email address _____

Tax Identification Number _____

ADDENDUM:

Proposer shall insert number of each Addendum received. If no addendum received, please mark **"NONE".**

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.

→ Does the proposal comply with the requirements contained within the RFP?
A "No" response may disqualify the proposal from further consideration.

☐ Yes ☐ No

→ Did outside individuals or agencies assist with preparation of this proposal?

☐ Yes ☐ No *(if yes, describe.)***

Total Funds Requested Under this Proposal $ _____

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Councilors.

_____ _____

Signature, ***Administrator of Applicant Agency**** Date

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Attachment B LETTER OF INTEREST

Legal Name of Applicant Agency_____

Street Address_____

City_____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____Fax_____

Program Location (if different than above) _____

Email address _____

- *All proposer's are required to be included on the plan holders list. If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion.*

In the body of your email, request acknowledgement of receipt.

Email Attachment B to: Beth.Balogh@clark.wa.gov

Clark County web link:
http://www.clark.wa.gov/general-services/purchasing/rfp.html

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

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Risk Management, Brokerage and Insurance Services

APPENDIX A

INSURANCE BROKER OF RECORD

Necessary Prequalification's:

1. Licensed in the State of Washington.

2. Five years in business as a firm.

3. Annual premium volume over $50,000,000 excluding personal lines.

4. Two qualified principals or account persons, each with a minimum of five years experience in commercial lines, or CPCU or ARM designation.

5. Experience in developing and supporting risk management programs.

6. Evidence of insurance agents Errors and Omissions insurance with minimum limits of $1,000,000 per occurrence.

7. At least three years' experience with at least two accounts from the public sector, each with annual premiums of $500,000 or more.

8. Agreement to prepare an annual report for Clark County, including a detailed accounting of those commissions earned (direct and contingent) on the account, a cumulative three-year premium and loss record and observations on appropriate changes in the insurance market.

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APPENDIX B

SPECIFIC FUNCTIONS OF THE BROKER OF RECORD

1. Act as intermediary in the negotiation of insurance rates with qualified companies.

2. Maintain contact with both the insurance companies and insured.

3. At least semi-annually, review and discuss current policies in effect with respect to market changes, changes in Clark County, exposure to risk, acceptable levels of retention, evaluation of cost comparisons versus deductibles and any new possibilities.

4. Annual premium/cost and insured loss report.

5. Claims and report assistance.

6. Consultation services for analysis of risk retention.

7. Loss control and risk management assistance (40 hours annually).

8. Public relations support in dealing with those pressing claims.

10. Attend Risk Management meetings when required.

11. Provide actuarial study of Liability and Workers' Compensation reserve funds every other year as required by GASB, with recommendation of premium assessment to each department.

12. Other services as required, see "Appendix A" and Statement of Work.

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Risk Management, Brokerage and Insurance Services

PART II

RENUMERATION

Fees and Commission $_____ per annum.

Services Include:

Hours (if applicable)

1._____

2._____

3._____

4._____

Additional Services:

$ Per Hour

1._____

2._____

3._____

4._____

5._____

This contract will be for five (5) years, commencing April 2016 with five (5), one (1) year optional extensions.

_____
Authorized Signature

Request for Proposal # 704
Risk Management, Brokerage and Insurance Services

BROKER/RISK CONSULTANT QUALIFICATION QUESTIONNAIRE

Please complete this questionnaire based on activities of your office, unless the question asks otherwise. If expertise from other offices will be used in servicing our requirements, please specify these services, the offices, and personnel to be involved. In this case if Brokerage Office is Parent and Worker's Compensation is subsidiary.

Date _____

1. Name of Firm _____

   Address _____

   Zip_____ Phone_____

   Fax_____ Date Established_____

2. Names of office senior management, their titles, years of experience, expertise, and professional qualifications.

Name	
Title	
Professional Qualifications	
Expertise	
Years of Experience	

Name	
Title	
Professional Qualifications	
Expertise	
Years of Experience	

3. Annual gross income of your firm

   Premiums: _____

Request for Proposal # 704
Risk Management, Brokerage and Insurance Services

4. Define the insurance coverage you carry to protect yourselves and your clients as follows:

	Limit	Insurer
Professional Liability		
General Liability		
Auto Liability		
Workers' Comp.		
Umbrella Excess		

Will you provide certificates of insurance if requested? [ ] Yes [ ] No

5. We comply with the requirements of the Equal Employment Opportunity Act, as amended (if applicable). [ ] Yes [ ] No

6. Primary contact. The following principals will be assigned primary responsibility:

Name	
Title	
Professional Qualifications	
Expertise	
Years of Experience	

Background (include expertise in handling public entities):

_____

_____

_____

7. Support staff: The principals will be supported by the following persons in the following areas (please include their professional qualifications and educational backgrounds).

Name	
Professional Qualifications	
Education/Background	

8. Can facility inspections be made by your staff? [ ] Yes [ ] No

9. How often will you review claims and reserves? _____

10. Do you have an in-house computer based loss recording and analysis system?

    [ ] Yes [ ] No

    If not, what services do you use? _____

11. Describe your internal loss prevention engineering capabilities including number of specialists, their areas of expertise, their availability, and their cost.

	# of Specialists	Area of Expertise	Availability	Cost
Fire Prevention				
Boiler & Machinery				
Personnel Safety				
Industrial Hygiene				
Chemical Safety				
Environmental Protection				
Security				
Liability Claims Adjustment				

12. a. What risk and loss control services do you contemplate being provided by insurers?

    b. How frequently and in what manner do you propose to review and monitor these services?

13. Can your staff provide training services in risk and loss control? [ ] Yes [ ] No
    If yes, please describe:

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Risk Management, Brokerage and Insurance Services

14. Clients. Please list by name, approximate annual premium (if not confidential), and services rendered to five public entity accounts with annual insurance premiums (including workers' compensation) in the $1,000,000 plus range.

Name		Amount
A.	_____	_____
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

15. References. Provide the names, contacts, addresses, and phone numbers of at least three **public entity** references from the foregoing accounts.

A.	_____	_____
B.	_____	_____
C.	_____	_____

16. List the demographics of your office by type of employee.

Number of People

17. List the number of your clients in each of the following categories.

Counties _____

Cities _____

Self-Insured Clients _____

18. Provide any other information relative to your firm which might be pertinent to selection.

_____
Signed

_____
Title

_____
Date

SIGN IN SHEET FOR RFP #704

Risk Management, Brokerage and Insurance Services

CLOSES: Monday, November 30, 2015 @ 3:00 PM.

	VENDOR NAME	DATE	TIME	E-VERIFY?
1.	CorVel Corporation	11/25/15	9:05 Am	On List ☐ YES ☒ NO ☒ In Proposal ☐ Enrolled w/no signature **Missing** ☐
2.	Alliant Insurance Services Inc	11/25/15	10:26 Am	On List ☐ YES ☒ NO ☒ In Proposal ☐ Enrolled w/no signature **Missing** ☐
3.	Gallagher Bassett Services, Inc	11/30/15	10:39 Am	On List ☐ YES ☒ NO ☒ In Proposal ☐ Enrolled w/no signature **Missing** ☐
4.	Propel Insurance	11/30/15	11:37 Am	On List ☐ YES ☐ NO ☒ In Proposal ☐ Enrolled w/no signature **Missing** ☐
5.				On List ☐ YES ☐ NO ☐ In Proposal ☐ Enrolled w/no signature **Missing** ☐
6.				On List ☐ YES ☐ NO ☐ In Proposal ☐ Enrolled w/no signature **Missing** ☐
7.				On List ☐ YES ☐ NO ☐ In Proposal ☐ Enrolled w/no signature **Missing** ☐
8.				On List ☐ YES ☐ NO ☐ In Proposal ☐ Enrolled w/no signature **Missing** ☐
9.				On List ☐ YES ☐ NO ☐ In Proposal ☐ Enrolled w/no signature **Missing** ☐
10.				On List ☐ YES ☐ NO ☐ In Proposal ☐ Enrolled w/no signature **Missing** ☐

This is NOT public information until the awarded agency contract is fully executed.

Staff Report Attachment (RFP Selection Process)

Date: December 1, 2015	12/1/2015
RFP Description: Risk Management, Broker, and workers'	RFP#704 Title: Risk Management, Brokerage and Insurance Services
Evaluation Process, Round table	Provide details regarding how you evaluated the proposals: how many were on the panel/how they were scored. There were four members, we scored based on capacity, capability, cost, presentation, easy to follow lay ouy and overall look.

Evaluation Matrix

		PROPOSERS - RFP #704 RISK MGMT & INSURANCE SERVICES															
		AJ Gallagher, GBTPA				**Alliant, Eberle Vivian**				**Propel, Matrix**				**Brown and Brown, Corvel**			
		Panel Member				Panel Member				Panel Member				Panel Member			
Evaluation Criteria	Max Pts.	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Proposal Approach/Quality	25	25	25	25	25	23	20	10	23	25	20	20	23	18	15	15	20
Creativity/Experience	20	20	20	20	20	20	20	15	17	20	18	15	17	20	15	15	18
Work History	25	25	25	25	25	23	20	15	22	25	20	10	22	23	22	15	22
Product Demonstration	NA																
Cost	5	5	5	5	5	3	4	4	4	3	5	5	4	2	5	1	5
Reference	25	25	25	25	25	25	20	10	23	25	22	5	23	25	25	1	23
Total Average Score	100	100	100	100	100	94	84	54	89	98	85	55	89	88	82	47	88
Total points					**400**				**321**				**327**				**305**

Recommended Proposer: A.J. Gallagher & GBTPA	Generally, the losing three other firms we OK, but not as well laid out, as easy to read, nor made as much sense as the winner.
This is an estimate only, we are going to negotiate this amount, one for Brokerage Services and Policies and the other can only be estimated based on future losses.	

DIRECTIONS Below - delete this section once your matrix is complete:

Staff Report Attachment (RFP Selection Process)

Date: December 1, 2015	Insert Date
RFP Description: Broker and Workers' Comp TPA	RFP#704 Title: Broker (See explanation of each section at the bottom of this page - delete those lines before printing)
Evaluation Process Round table	Provide details regarding how you evaluated the proposals: how many were on the panel/how they were scored.

Evaluation Matrix

PROPOSERS - RFP #704 RISK MGMT & INSURANCE SERVICES

		AJ Gallagher, GBTPA				Alliant				Propel				Brown and Brown, Corvel			
		Panel Member			~~Average~~	Panel Member			~~Average~~	Panel Member			~~Average~~	Panel Member			~~Average~~
Evaluation Criteria	Max Pts.	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Proposal Approach/Quality	25	25	25	25	25	23	20	10	23	25	20	20	23	18	15	15	20
Creativity/Experience	20	20	20	20	20	20	20	15	17	20	19	15	17	20	15	15	18
Work History	25	25	25	20	25	23	20	15	22	25	20	10	22	23	22	15	22
Product Demonstration	NA																
Cost	5	5	5	5	5	3	4	4	4	3	5	5	4	2	5	1	5
Reference	25	25	25	25	25	25	20	10	23	25	22	5	23	25	25	1	23
Total Average Score		100	100	100	100	94	84	54	69	98	85	55	69	86	82	47	66

Recommended Proposer:	Summarize your selection decision making.
Comments: *Include the total cost of the contract.*	

DIRECTIONS Below - delete this section once your matrix is complete:

***All sections of this project are required. If you need assistance, contact our Purchasing Manager.**

1) **RFP Description**: Insert RFP number and Title and a brief purpose for this RFP.
2) **Evaluation Process**: Briefly explain the review process and how the proposals were scored.
3) **Evaluation Matrix**: This sample matrix was designed to accommodate 4 reviewers on the panel, 6 evaluation criteria and 4 proposals. All projects are different, please adapt this form to fit the specific detailed in your project evaluations, etc. (Green print are examples only)
4) **Recommended Proposer**: Summarize for the BOCC/Elected Official your selection/negotiation process, recommendation and contract intentions.
5) **Comments**: Summarize the panel members comments that support the awarded proposal. Include contract amount for E-Verify
6) ***Copy and save to your file when editing.*** Delete these directions once you have your finished copy.

Staff Report Attachment (RFP Selection Process)

#4 tie breaker if needed.

Date: December 1, 2015	Insert Date
RFP Description: Broker and Workers' Comp TPA	RFP#704 Title: Broker (See explanation of each section at the bottom of this page - delete those lines before printing)
Evaluation Process Round table	Provide details regarding how you evaluated the proposals: how many were on the panel/how they were scored.

Eberle Vivian

Evaluation Matrix — PROPOSERS - RFP #704 RISK MGMT & INSURANCE SERVICES #4

		AJ Gallagher, GBTPA #4				Alliant #4				Matrix / Propel #4				Brown and Brown, Corvel			
		Panel Member			Average	Panel Member			Average	Panel Member			Average	Panel Member			Average
Evaluation Criteria	Max Pts.	1	2	3		1	2	3		1	2	3		1	2	3	
Proposal Approach/Quality	25				25				23				22				20
Creativity/Experience	20				20				17				17				18
Work History	25				25				22				22				22
Product Demonstration	NA																
Cost	5				5				4				5				5
Reference	25				25				23				20 *				23
Total Average Score																	

Recommended Proposer:	Summarize your selection decision making. * PRA
Comments: *Include the total cost of the contract.*	

DIRECTIONS Below - delete this section once your matrix is complete:

***All sections of this project are required. If you need assistance, contact our Purchasing Manager.**

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2) **Evaluation Process**: Briefly explain the review process and how the proposals were scored.
3) **Evaluation Matrix**: This sample matrix was designed to accommodate 4 reviewers on the panel, 6 evaluation criteria and 4 proposals. All projects are different, please adapt this form to fit the specific detailed in your project evaluations, etc. (Green print are examples only)
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5) **Comments**: Summarize the panel members comments that support the awarded proposal. Include contract amount for E-Verify
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Staff Report Attachment (RFP Selection Process)

3

Date: December 1, 2015	Insert Date
RFP Description: Broker and Workers' Comp TPA	RFP#704 Title: Broker (See explanation of each section at the bottom of this page - delete those lines before printing)
Evaluation Process Round table	Provide details regarding how you evaluated the proposals: how many were on the panel/how they were scored.

Evaluation Matrix

PROPOSERS.- RFP #704 RISK MGMT & INSURANCE SERVICES

		AJ Gallagher, GBTPA				Alliant				Propel				Brown and Brown, Corvel			
		Panel Member			Average	Panel Member			Average	Panel Member			Average	Panel Member			Average
Evaluation Criteria	Max Pts.	1	2	3		1	2	3		1	2	3		1	2	3	
Proposal Approach/Quality	25			25				10				20				15	
Creativity/Experience	20			20				15				15				15	
Work History	25			20				15				10				15	
Product Demonstration	NA																
Cost	5			5				4				5				1	
Reference	25			25				10				5				11	
Total Average Score																	

Recommended Proposer:	Summarize your selection decision making. 120K 147K 127K ?
Comments: *Include the total cost of the contract.*	

DIRECTIONS Below - delete this section once your matrix is complete:

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1) **RFP Description**: *Insert RFP number and Title and a brief purpose for this RFP.*
2) **Evaluation Process**: Briefly explain the review process and how the proposals were scored.
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5) **Comments**: Summarize the panel members comments that support the awarded proposal. Include contract amount for E-Verify
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Staff Report Attachment (RFP Selection Process)

Date: December 1, 2015	Insert Date
RFP Description: Broker and Workers' Comp TPA	RFP#704 Title: Broker (See explanation of each section at the bottom of this page - delete those lines before printing)
Evaluation Process Round table	Provide details regarding how you evaluated the proposals: how many were on the panel/how they were scored.

Evaluation Matrix — PROPOSERS - RFP #704 RISK MGMT & INSURANCE SERVICES

		AJ Gallagher, GBTPA				Alliant				Propel				Brown and Brown, Corvel			
		Panel Member			Average	Panel Member			Average	Panel Member			Average	Panel Member			Average
Evaluation Criteria	Max Pts.	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Proposal Approach/Quality	25		25				20				20				15		
Creativity/Experience	20		20				20				18				15		
Work History	25		25				20				20				22		
Product Demonstration	NA																
Cost	5		5				4				5				5		
Reference	25		25				20				22				25		
Total Average Score																	

Recommended Proposer:	Summarize your selection decision making.
Comments: *Include the total cost of the contract.*	

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4) **Recommended Proposer**: Summarize for the BOCC/Elected Official your selection/negotiation process, recommendation and contract intentions.
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#1

Staff Report Attachment (RFP Selection Process)

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RFP Description: Broker and Workers' Comp TPA	RFP#704 Title: Broker (See explanation of each section at the bottom of this page - delete those lines before printing)
Evaluation Process Round table	Provide details regarding how you evaluated the proposals: how many were on the panel/how they were scored.

Evaluation Matrix

PROPOSERS - RFP #704 RISK MGMT & INSURANCE SERVICES

		AJ Gallagher, GBTPA				Alliant				Propel				Brown and Brown, Corvel			
		Panel Member			Average	Panel Member			Average	Panel Member			Average	Panel Member			Average
Evaluation Criteria	Max Pts.	1	2	3		1	2	3		1	2	3		1	2	3	
Proposal Approach/Quality	25	25				25				25				20			
Creativity/Experience	20	20				20				20				20			
Work History	25	25				23				25				23			
Product Demonstration	NA																
Cost	5	5				3				3				2			
Reference	25	25				25				25				25			
Total Average Score																	

Recommended Proposer:	Summarize your selection decision making.
Comments: *Include the total cost of the contract.*	

DIRECTIONS Below - delete this section once your matrix is complete:

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GENERAL SERVICES
Risk Management

proud past, promising future

CLARK COUNTY
WASHINGTON

NOTICE OF AWARD

December 2nd, 2015

TO: INTERESTED PARTIES

SUBJECT: NOTICE AWARD A CONTRACT IN RESPONSE TO REQUEST FOR PROPOSAL (RFP) #704, Title: *Risk Management, Brokerage, and Insurance Services*

After completing the review of all proposals submitted in response to RFP #704, Clark County Risk Management Division has awarded a contract to the following responder:

Arthur J. Gallagher RMS Inc. 1501 Market Street, #250 Tacoma, WA 98402	&	Gallagher Bassett Services Inc. PO BOX 4040 Sacramento, CA 95812

Clark County Risk Management appreciates the efforts of all proposers. Thank you for your participation and interest in Request for Proposal, *Risk Management, Brokerage and Insurance Services.*

Sincerely,
General Services
Risk Management Division

Mark R. Wilsdon, MBA, CPCU, ARM-P
Risk and Management Services

cc: Beth Balogh
Mike Westerman

1300 Franklin Street • P.O. Box 5000 • Vancouver, WA 98666-5000 • tel: [360] 397-2025 • fax: [360] 397-6165 • www.clark.wa.gov

GB Client #: 003589

Professional Services Contract

Contract Purchase No. RFP #704, Risk Management, Brokerage, and Insurance Services

THIS CONTRACT ("Agreement"), entered into this 1st day of April, 2016 ("Effective Date"), by and between **CLARK COUNTY,** after this called "CLIENT", a political subdivision of the State of Washington, and Gallagher Bassett Services Inc., after this called "**GB**". This Agreement will remain in effect until terminated in accordance with the terms below.

WITNESSETH

WHEREAS, GB has been chosen through a competitive bid process by CLIENT under RFP #704, Risk Management, Brokerage, and Insurance Services and has the expertise to provide professional services for CLIENT and to perform those services more particularly as set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, CLIENT does not have available staff to provide such services for the benefit of Clark County.

NOW, THEREFORE, THE COUNTY AND THE GALLAGHER MUTUALLY AGREE AS FOLLOWS:

Section 1 DEFINITIONS:

Claim. Any report of injury or accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money.

MIR. Means Mandatory Insurer Reporting under SCHIP

SCHIP. Means State Children's Health Insurance Program

Services. Any report of injury or accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money is considered a claim. Subject to the provisions of this Agreement, GB shall handle those claim(s) GB is authorized and required to handle ("Qualified Claims"), in accordance with the current Service Instructions on file with GB, and the Costs & Terms which is hereby attached as Exhibit A attached hereto and incorporated herein. After the first year, subsequent year Cost & Terms shall be initialed by both parties and incorporated as further Exhibit As under this Agreement with no additional contracts to be signed.

Section 2 TERMS:

2.1 **Service Fees:** Fees billed by GB to CLIENT for or related to the services provided for in this Agreement. Such Service Fees shall include, but not be limited to, those fees provided for in Exhibit A which is incorporated herein and attached hereto. CLIENT shall pay the Service Fees and any and all other charges as provided herein and as billed by GB. CLIENT shall be responsible for and pay GB any and all applicable taxes, duties, and assessments, other than income tax to GB. Service Fees are payable by CLIENT immediately upon receipt of an invoice. GB reserves the right to charge and CLIENT agrees to pay the lesser of 1% per

month, or the maximum legal rate, on balances unpaid by CLIENT after 30 days. Where applicable, GB shall reconcile the Claim counts at the 18th and 24th month from the inception date of the Agreement and annually thereafter. CLIENT shall pay GB any additional fees due or be entitled to a refund as a result of these reconciliations.

2.2 **Banking-SIMMS.** GB shall provide an on-line check data and banking arrangement through Citibank. The account will be funded by CLIENT or CLIENT'S carrier and maintained with a cash management program. GB will assist CLIENT in establishing the initial imprest or opening balance (sometimes referred to as escrow) of the fund by providing information based on paid loss history and similar factors. At no time will GB be required to provide any of its own funds for payment. If CLIENT fails to adequately fund as set forth above and as the funding balance approaches zero, GB may, upon notice, suspend banking (i.e., adjusters unable to issue new payments) to prevent the balance from going below zero. CLIENT agrees to indemnify, defend, and protect GB from any fines or penalties incurred as a result of the bank account being suspended due to CLIENT's failure to fund. GB reserves the right at any time to request CLIENT pre-fund any large payments that may deplete the imprest. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges and overdraft fees shall be the obligations of CLIENT or carrier and shall be paid by CLIENT or carrier upon demand by GB. In the event of cancellation or nonrenewal of this Agreement, CLIENT or carrier agrees to fund Citibank in an amount sufficient to fund all of CLIENT's outstanding obligations as they become due. As soon as CLIENT properly funds, GB will re-activate the bank account.

2.3 **SCHIP Reporting and Settlement Allocations.** GB or CLIENT's designated third party shall be responsible for doing all MIR reporting behalf of CLIENT. CLIENT acknowledges that the only way to make certain Medicare's interests are protected and CLIENT is insulated from future liability concerning any conditional or future medical payments made by Medicare is through an appropriate settlement allocation.

2.4 **Run In Claims.** For purposes of this Section, "Run In Claims" shall mean those Qualified Claims which arose prior to the Effective Date that will be managed by GB, as set forth on a claims run provided by CLIENT and agreed to by GB. Any closed Run-In claims will be accounted for by an inventory provided by CLIENT and the cost of storage of such claims shall be paid by CLIENT as billed by GB. Information required by GB, in hard copy or electronic format as required by GB, shall be completed by CLIENT and delivered to GB no less than 60 days prior to the Effective Date to obtain information that is critical to achieve a smooth transition of Claims. CLIENT shall provide to GB, in form and substance acceptable to GB, all electronic data and other information with respect to the Qualified Claims reasonably required by GB to facilitate compliance with obligations under MMSEA. CLIENT shall also take such other steps as are reasonably required by GB to facilitate compliance with obligations under MMSEA. CLIENT shall cause its prior claims administrator to conspicuously mark run-in claim files with information necessary or convenient for GB to attend to time-sensitive events, such as upcoming court deadlines and benefit or settlement payment due dates. All Run In Claims are priced and handled on a per claim per year open basis for the term of this Agreement, regardless of the pricing structure designated for newly-arising claims under this Agreement. Should any of the Run In Claims be Uncovered Claims, CLIENT represents that it is a qualified self insured in those states which require self insured status. CLIENT agrees to take full responsibility for the funding of all losses and allocated expenses relative to the Run In Claims. Those Qualified Claims which arose prior to the

Effective Date and will be managed by GB under the Program, as set forth on a claim run provided by CLIENT and agreed to by GB. Any closed run-in claims will be accounted for by an inventory provided by CLIENT and the cost of storage of such claims shall be paid by CLIENT as billed by GB. Additionally, CLIENT agrees to defend, indemnify and hold harmless GB with respect to any claim, demand, action, loss, cost and/or expense to which GB may be subjected as a consequence of or result of an error, omission, tort, intentional misconduct or any other negligence on the part of CLIENT or CLIENT's prior claims administrator. GB shall have not less than six months to review and coordinate Run In Claims, and CLIENT shall hold GB harmless from any claims handling errors within that time period with respect to Run In Claims.

Section 3 Limitations on Liability.

3.1 **GB Indemnification.** Subject to the limitations included in this section, GB agrees to defend, indemnify, protect, save and keep harmless CLIENT from any and all loss, cost, damage or exposure arising from (i) the breach of any covenant made by GB hereunder and (ii) the negligent errors or omissions or intentional misconduct of GB including, but not limited to, GB's obligations to secure the services of a third party provider to assist CLIENT with research and protection of MMSEA related lien obligations, if any.

3.2 **CLIENT Indemnity.** CLIENT agrees to defend, indemnify, protect, save and keep harmless GB from any and all loss, cost, damage or exposure arising from (i) the breach of any representation, warranty or covenant made by CLIENT hereunder, (ii) the negligent acts or omissions of CLIENT or intentional misconduct of CLIENT including but not limited to the timely and accurate remittance to GB of any information in CLIENT's possession required for MIR, (iii) acts or omissions by GB or vendors pursuant to direction from or by CLIENT, unless CLIENT is prohibited by applicable law from giving such direction, and (iv) the failure of GB or any other person or entity to report any claims that are not Qualified Claims. CLIENT further agrees to hold GB harmless for any expenses incurred related to the third party provider's services to assist CLIENT with its MMSEA obligations, if any.

3.3 **Cap on Liability.** CLIENT AGREES THAT THE MAXIMUM LIABILITY OF EITHER PARTY WITH RESPECT TO ANY CLAIMS OR CAUSES OF ACTION (WHETHER IN TORT, CONTRACT, STATUTE, DUTY TO INDEMNIFY OR OTHERWISE) IN ANY WAY RELATING TO OR ARISING OUT OF THIS AGREEMENT AND/OR ANY WORK, SERVICES, ACTS, ERRORS OR OMISSIONS OF A PARTY PERTAINING IN ANY WAY TO THIS AGREEMENT, SHALL IN NO EVENT EXCEED (I) $500,000 WITH RESPECT TO ALL CLAIMS RELATING TO A SINGLE QUALIFIED CLAIM, AND (II) A TOTAL OF $2,000,000 WITH RESPECT TO THE SUM OF ALL CLAIMS RELATING TO EACH TWELVE MONTH PERIOD BEGINNING FROM THE EFFECTIVE DATE OF THIS AGREEMENT.

3.4 **Act of Others.** CLIENT agrees that neither GB nor any of its employees, agents or representatives shall have any liability for (i) any claims or causes of action based on Services performed (or failed to be performed) prior to the Effective Date, and/or (ii) any claims or causes of action based on acts, errors or omissions of any counsel, any vendors or any third parties selected or chosen by CLIENT.

3.5 **Certain Damages Excluded.** CLIENT AGREES THAT NEITHER GB NOR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES WILL HAVE ANY LIABILITY FOR

ANY PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS.

3.6 **Failure to Settle.** Subject to any obligation in this Indemnification and Insurance Section, failure alone by GB to settle a Qualified Claim or loss within the Discretionary Settlement Authority shall not per se subject GB to liability to any party in the event of an adverse judgment entered by any court or the settlement of such Claim or loss for an amount in excess of such limit. GB shall have no liability or responsibility whatsoever with respect to any Claims that are not Qualified Claims.

3.7 **Contractual Period of Limitation.** NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM (I.E., TORT, CONTRACT, STATUTORY OR OTHERWISE), ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY SERVICES (with term "Services" as defined above) MAY BE BROUGHT BY EITHER PARTY ANY LATER THAN THE FIRST TO OCCUR OF (A) THREE YEARS AFTER THE ACCRUAL OF SUCH CLAIM OR CAUSE OF ACTION, OR (B) TWO YEAR AFTER THE PARTY BRINGING SUIT BECOMES AWARE OF THE ALLEGED ACT, ERROR OR OMISSION UPON WHICH SUCH CLAIM OR CAUSE OF ACTION IS BASED..

3.8 **Extension of Caps.** THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION ASSERTED BY OR ON BEHALF OF CLIENT OR ANY PERSON OR ENTITY CLAIMING TO BE AN ASSIGNEE OR BENEFICIARY OF OR SUCCESSOR TO CLIENT.

Section 4 Termination.

4.1 **Termination.** This Agreement may be terminated:

a. by either party, for any reason, on sixty (60) days prior written notice to the other party;

b. other than for CLIENT's failure to pay amounts billed as set forth in subsection (c) immediately below, in the event that one party is in default (the "Defaulting Party") under the terms of this Agreement, by the other party (the "Non-Defaulting Party"), provided the Non-Defaulting Party has given written notice of such default to the Defaulting Party and the Defaulting Party has not cured such default within 10 business days following receipt of such notice; or

c. in the event that CLIENT fails to pay any amounts (as described in Exhibit A) within thirty (30) days following receipt of invoice for such amounts, such amounts include but are not limited to: (i) GB's service fee during the term of this Agreement; (ii) reconciliation billings; (iii) the service fee to continue handling claims past the termination date; or (iv) banking charges. After receipt of payment of all fees due, GB will then return all files to CLIENT in an orderly manner at cost of CLIENT.

d. After receipt of payment of all fees due, GB will then return all files to CLIENT in an orderly manner. Any costs associated with the transfer of files shall be the obligation of the CLIENT.

e. *To the extent Michigan workers compensation claims will be handled, the following terms shall apply:* During the term of the Agreement and as contractually obligated thereafter, GB shall be required to report claims to CLIENT's carriers and excess carriers as agreed by the parties. Either party may cancel this Agreement at any time, for any reason, by giving the other party written notice of intent to cancel at least sixty (60) days in advance, with a copy to The State of Michigan, Department of Labor, Bureau of Workers' Disability Compensation ("the State"). Subsequent to either party hereunder giving the other party notice of cancellation, CLIENT shall continue to pay GB for the claims services hereunder at the terms and rates in effect on the date notice of cancellation is given and as further set forth below. In the event the parties agree that GB will not continue handling pending Claims, GB will remain obligated to handle such Claims until or unless GB is relieved of that responsibility in writing by the State.

4.2 **Obligations Following Termination (Life of Partnership/Life of Contract).** *To the extent GB is handling Qualified Claims for Life of Partnership/Contract pricing, the following terms shall apply*: In the event of cancellation or nonrenewal of this Agreement, GB may continue to manage all pending run-off claims, and run-off claims incurred during the term but not reported prior to the date of termination if CLIENT pays GB a mutually agreed upon per claim per year open fee to continue handling open claims. Should CLIENT renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open claims not part of the renewed portions of the program shall be considered in run-off and subject to per claim per year open fees to be agreed upon by the parties. A reduced electronic RISX-FACS® reporting package will be provided at the CLIENT's expense, as appropriate. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Should no agreement be reached regarding these open claims, they will be returned to the CLIENT or forwarded to another party as designated by the CLIENT. Should the CLIENT elect to have the files returned to them, CLIENT agrees to reimburse GB for all payments made and subsequently paid by the bank, on behalf of the CLIENT, until all claims are closed within the RISX-FACS® system and all claim files have been returned to the CLIENT. GB will provide an electronic, tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

4.3 **Obligations Following Termination (Handle to Conclusion).** *To the extent GB is handling Qualified Claims for Handle To Conclusion pricing, the following terms shall apply*: In the event of cancellation or nonrenewal of this contract, GB will continue to manage all pending claims, and claims incurred during the term but not reported prior to the date of termination to a conclusion. Run-off services will be provided at a claims servicing branch selected by GB and a reduced RISX-FACS® reporting package will be provided at the CLIENT's expense. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Such run-off files may be handled by GB, according to proper claim handling practices, where and as determined by GB in its discretion. Should the CLIENT elect to have the files returned to them, CLIENT agrees to reimburse GB for all payments made and subsequently paid by the bank, on behalf of the CLIENT, until all claims are closed within the RISX-FACS® system and all claim files have been returned to the CLIENT. GB will provide an electronic, tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

4.4 **Obligations Following Termination (Life of Partnership/Life of Contract or Handle to Conclusion).** *To the extent Michigan workers compensation claims will be handled, the following terms shall apply*: In the event GB and CLIENT cannot agree to ongoing per claim per year open run-off fees, GB will so notify the State, and continue to service the Claims until the State has provided notice to both parties that a replacement Self Insured Claims Third Party Administrator has been approved to take over claim handling.

Section 5 Miscellaneous

5.1 **Escheat.** Unless specified otherwise in the Cost & Terms, the parties acknowledge that any and all escheat and unclaimed property obligations of any type or variety lie with CLIENT and not GB.

5.2 **Confidentiality and Publicity.** All terms of this Agreement and any personal or client identifiable information relative to Qualified Claims are and shall remain confidential and shall not be disclosed to any person or entity by any party hereto without the express written consent of the disclosing party unless legally required to do so.

5.3 **Privacy.** GB shall maintain a policy respecting informational security that includes, but is not limited to, written guidelines for: firewalls, encryption of critical data while in transit, copying or duplication of data, encryption of critical data while in storage, physical security, periodic risk assessment and security audits. Upon request and no more than annually, GB shall provide CLIENT with a copy of its most recent audited statement of internal control over financial reporting.

5.4 **Record Retention.** GB will retain claim files in storage facilities or by electronic copy stored on GB servers for 10 years following closure of the Claim unless otherwise required by contract or law. Thereafter, it will be the CLIENT's responsibility to notify GB that CLIENT wants the files at CLIENT's expense. Otherwise GB can return files to the carrier, if applicable, or destroy the files at GB's option. Run In Claims sent to GB will be kept in an "as is" format, will not be held by GB longer than 10 years and GB shall have no responsibility to track and store claim files for minors or those judicially ruled incompetent.

5.5 **Sole Claims Administrator.** During the terms of this Agreement and except as otherwise agreed to by the parties hereto, CLIENT agrees that GB shall be its sole claims administrator with respect to those Qualified Claims. CLIENT further agrees not to self-administer or engage any third party to adjust such Qualified Claims without GB's prior written consent.

5.6 **Waiver.** Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

5.7 **Conflicting Terms.** The parties agree that if there is any conflict between the terms of any applicable agreement between GB and CLIENT's insurer relative to the Program and the terms of this Agreement, the terms of the insurer's contract with GB shall prevail.

5.8 **Wage and hour compliance**: GB shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and

regulations issued thereunder insofar as applicable to its employees and shall always save CLIENT free, clear and harmless from all actions, claims, demands and expenses arising out of any violation by GB of said act and the rules and regulations that are or may be promulgated in connection therewith.

5.9 **Social Security and Other Taxes:** GB assumes full responsibility for the payment of all payroll taxes, use (except to the extent assessed against CLIENT in relation to the Services), sales (except to the extent assessed against CLIENT in relation to the Services), income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by GB in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

5.10 **Contract Documents**: Contract documents consist of this Agreement, Exhibit A, a scope of work which consists of a proposal incorporated into RFP #704.

5.11 **Equal Employment Opportunity:** GB will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

5.12 **Changes:** CLIENT may, from time to time, require changes in the scope of the services to be performed hereunder; such changes, including any increase or decrease in the amount of GB's compensation, which are mutually agreed upon by and between CLIENT and GB, shall be in writing, signed by both parties and incorporated in the written amendments to the Agreement.

5.13 **Public Records Act:** Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Gallagher agrees to maintain all records constituting public records and to produce or assist CLIENT in producing such records, within the time frames and parameters set forth in state law. GB further agrees that upon receipt of any written public record request, GB shall, within two business days, notify CLIENT by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

5.14 **Governing Law:** This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

5.15 **Confidentiality:** With respect to all information relating to CLIENT that is confidential and clearly so designated, GB agrees to keep such information confidential. In the event of a Public Records Act request, GB will coordinate with CLIENT as to production of records.

5.16 **Conflict of Interest:** GB covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. GB further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this GB.

Vendor/Gallagher:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

☐ Yes ☐ No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.

EXHIBIT A

Clark County, Washington
Client #: 003589
4/1/2016 - 4/1/2017

PRICING OPTION: LIFE OF PARTNERSHIP
(Based on utilizing GBMCS)

Services Based on New Arisings	Est. Claim Frequency*	Per Claim Fee same as expiring	Projected Service Fee
Workers' Compensation			
Medical Only	49	$176	$8,624
Indemnity	45	$990	$44,550
Electronic Incident	1	$32	$32
Total Workers' Compensation:	**95**		**$53,206**
Ancillary Services			
Administration / Data Management			$5,748
Account Management (Designated)			Included
Banking Administration			$742
risxfacs.com - 2 users			Included
risxfacs.com - 2 additional users	2	$1,000	$2,000
Claim Reporting - Telephonic, Web, E-Fax	95	$28	$2,660
Risk Control Consulting Services (RCCS)			$5,880
Ancillary Services Total:			**$17,030**
Open Run-In Claims (page 2):			**$2,955**
Grand Total:			**$73,191**

New claims shall be billed monthly based on actual claims reports. Ancillary and Additional Service Fees shall be billed in one installment at the inception of the Service Term. This represents five one year renewable proposals where by per-claim rates would increase according to the following: 2016-17: 0%; 2017-18: 2%; 2018-19: 3%; 2019-20: 3%; 2020-21: 4%. There are also five renewable one year extensions at the county's option.

RUN-IN CLAIMS - ANNUAL CLAIM HANDLING FEES

Service	Projected Claim Frequency*	Per Claim Fee*	Total
Claim Type			
Indemnity - per claim / per year	5	$591	$2,955
Run-In Claims Total:	**5**		**$2,955**

Run in pricing is based on annual claim handling and NOT on Life of Partnership or Handle to Conclusion basis. Run in claim will never convert to Handle to Conclusion.

Run-in fees will be trued up once actual run-in claim count has been determined, with annual audits thereafter.

GB MANAGED CARE SERVICES

SERVICES	CHARGES
Fee Schedule (Bill Review / UCR)	$ 9.50 Per Bill
All Other Savings • **Enhanced Bill Review /Clinical Edits (ESS)** • **Clinical Validation/Nurse Review (CV)** • **Preferred Provider Networks (PPO)** • **Out Of Network (OON)** • **Specialty Networks/ Physical Therapy (PT)**	Included 30 % of Savings 30 % of Savings 30 % of Savings 30 % of Savings
Electronic Receipt of Medical Bills	$2 additional per bill in all applicable states
Telephonic Case Management	$75 Medical Triage $290 per Indemnity claim (each 30 days) $130 per Medical Only claim (one time)
Hospital Certification Program	$120 Inpatient Pre-Certification
Utilization Review Program	$105 Outpatient Pre-Certification
UR Physician Review	$270 per Review
Task Based Field Case Management • **Task 1: One Visit Task** • **Task 2: Two Visit Task** • **Task 3: Labor Market Survey** • **Task 4: Vocational Assessment** • **Task 5: Home Visit**	$530 per assignment $705 per assignment $635 per assignment $590 per assignment $660 ($730 in CA) per assignment
Medical Case Management and Vocational Rehabilitation – Hourly	$ 92 per hour plus expenses $ 103 per hour – AK, CA, HI, NY
Priority Care 365	Not Applicable
Texas HCN Service Options	Not Applicable
West Virginia MHCP Service Option	Not Applicable

GB MANAGED CARE SERVICES

SERVICES	CHARGES
California MPN Service Option	Not Applicable
Illinois PPP Service Option	Not Applicable
New York PPO Service Option	Not Applicable
Medical Cost Projection (MCP) and Clinical Recommendations	$125 per hour
Pharmacy Benefit Management (PBM) – Vendor	First Script Cost of prescriptions – no charge for Bill Review or PPO reductions for PBM transactions
Pharmacy Benefit Management (PBM) – Ancillary Services	Injured Worker Outreach - Yes
Rx Peer to Peer Review (P2P)	$290 per review
Rx Drug Utilization Assessment (DUA)	$575 per DUA
Return to Work Coordinator (Injury Coordinator)	Not Applicable
DMEplus-Durable Medical Equipment (DME)Program	First Script Cost of medical equipment – no charge for Bill Review or PPO reductions for Prospective DME transactions
Dental Review Program	Charged on a per review basis
OSHA Reporting	Not Applicable Includes set-up, OSHA access & unlimited OSHA logs and summaries
Other	
Taxes	All applicable taxes will be added to the service fees where required

Client and GB agree as follows: If another preferred managed care vendor other than Gallagher Bassett Managed Care Services is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of Managed Care vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

OTHER SERVICES

SERVICES	CHARGES
risxfacs.com - Additional Users	$1,000 per user
GB International Claims Services	Varies by Country (pricing provided upon request)
Consultative Services	
Loss Control Consulting Services	$140 per hour
Appraisal Services	TBD
Fraud Prevention – Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU	$85 per hour plus expenses
Surveillance Investigations	$70 per hour plus expenses
Targeted Field Investigations	$80 per hour plus expenses
Targeted Database Investigations	Rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for resolution managers/counsel	2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel unless client elects to fund.
5 client licenses for Legal Analytics platform	
Attorney-led invoice compliance review	
MedInsights MSA *(This pricing is for MedInsights services only. If another vendor is selected, then other pricing applies)*	
Workers Compensation Medicare Set-Aside Allocation (WCMSA)	$2,300 per allocation
Rush Fees (MSA completed within 7 days)	$450 per case
Revisions:	$150 per hour (One free revision within six months of submission)
Liability Medicare Set-Aside Allocation (LMSA)	$2,300 Fee
MSA Submission to CMS	$850 Fee
Gallagher Bassett Compliance Services (GBCS) *(The following pricing is for GBCS services only. If another vendor is selected, then other pricing applies)*	
Conditional Payment Research (CPR)	$200 Flat Rate
Conditional Payment Negotiations (CPN)	$375 Flat Rate
Secure Final Demand for Settlement (SFD)	$250 Flat Rate
Bundled CP Resolution Services	$700 Flat Rate
Benefit Coordination & Recovery Contractor Notification	$45 Flat Rate
Medicare Eligibility Inquiry (MEI)	No Charge
SSDI Verification	$175 Flat Rate
Release / Settlement Agreement Review	$250 Flat Rate
Lien Resolution (Advantage Plan, Medicaid, Part D)	$500 Flat Rate per Lien Resolution
Taxes All applicable taxes will be added to the service fees where required	

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Audit Terms: Actual
   - Actual – Claims will be billed monthly for the first 18 months and then at the 24th and then every 12 months thereafter.

2. Billing and Payment Terms: Fees will be billed Annually during the calendar year. Fees are payable within 30 days upon receipt of the invoice. Gallagher Bassett reserves the right to charge 1% per month, or the maximum legal rate, on balances unpaid after 30 days.

3. Claim Pricing Terms:
   LIFE OF PARTNERSHIP:

   *Please see Claim Charges outlined in footnote 7 under Program Specific Terms and Conditions.

   Claims will be handled for the life of the partnership with no additional per claim fees. If you should decide to non-renew all or a portion of your program, the existing open files can be handled in one of the following two ways:
   - GB would continue to handle the open files at our prevailing rate fees per year per open file.
   - GB would return the files to the client (contingent upon Carrier approval) at the client's expense.

   Note: There will be additional charges for ongoing Data Management (RISX-FACS®), risxfacs.com users, Administration, Banking fees and monthly reports for as long as GB handles claims.

   The above fees are subject to Gallagher Bassett's annual non-refundable minimum claim handling fee of $15,000.

   There may be an additional fee charged by the carrier(s) for data transfers as a pass-through to client.

   RUN-IN:

   *Please see Claim Charges outlined in footnote 7 under Program Specific Terms and Conditions.

   Run In pricing is based on annual claim handling and NOT on Life of Partnership or a Handle to Conclusion basis. Run In claims will never convert to Handle to Conclusion.

   Run-in fees will be trued up once actual run-in claim count has been determined, with annual audits thereafter.

   There may be an additional fee charged by the carrier(s) for data transfers as a pass-through to client.

4. Account Administration includes the following:
   - Designated Account Manager
   - Detailed Status Reports @ $50,000
   - Settlement Authority @ $25,000 (new money)
   - Two Claim Reviews a Year and One Audit
   - Acknowledgement Letter to claimant

5. Data Management includes the following:
   - New Claim Setup
   - Historical Claims

- Monthly Report by Email or the Website
- Carrier Report Package by Email or Website

6. Pricing is based on using GB Managed Care (GBMCS) or MedInsights for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.

7. Claim Charges: The Claim charge is applicable per claim per line of coverage.
   - Example: A client employee during working hours is involved in an automobile accident with another vehicle with two occupants. Both occupants were injured, both cars were damaged and our client employee was injured. The claims handling charges (example only) will be:

Claimant #1 - Auto Liability Bodily Injury	$2,000
Claimant #2 - Auto Liability Bodily Injury	$2,000
Claimant Owner - Auto Liability Property Damage	$1,000
Client – Workers' Compensation	$2,500
Client – Auto Physical Damage	$700
	$8,200

The total GB fee for this one occurrence is $8,200 to adjust the accident. Specific claim charges by claim by line of coverage are normal practice in our industry.

8. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

9. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent resolution managers for Catastrophes - If applicable, following any significant Property loss as a result of a single event (i.e., hurricane, tornado, flood, earthquake, etc), GB reserves the right to retain outside resources (resolution managers) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. Material Change - GB reserves the right to modify its fees upon sixty (60) days prior notice to CLIENT if:
    a. It is determined that the historical data upon which GB's fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement
    b. During the term of the Agreement, legislative and/or regulatory requirements materially impact or change the scope of GB's services or responsibilities
3. Taxes - All applicable taxes will be added to the service fees where required
4. Allocated Expenses: Shall be your responsibility and shall include, but not be limited to:
    - Legal Fees
    - Medical Examinations
    - Professional Photographs
    - Travel made at client's request
    - Costs for witness statements
    - Court reports
    - Medical records
    - Accident reconstruction
    - Experts' rehabilitation costs
    - Chemist
    - Fees for service of process
    - Collection cost payable to third parties on subrogation
    - Architects, contractors
    - Engineer
    - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
    - Police, fire, coroner, weather, or other such reports
    - Property damage appraisals
    - SIU, surveillance and sub rosa investigation
    - Official documents and transcripts
    - Pre- and post-judgment interest paid
    - Outside Investigation
    - Subrogation at 15% of gross recovery
    - Index Bureau Reporting - $10 per report / Includes Indemnity and Medical Only
    - Second Injury Fund Recovery
    - Data Intelligence Self-Service Reports
    - Managed Care - Managed Care services may include, but are not limited to:
        i. Preferred provider organization networks
        ii. Utilization review services
        iii. Automated state fee scheduling
        iv. Light duty/return-to-work programs
        v. Medical case management and Vocational rehabilitation network
        vi. Prospective injury management services
        vii. Hospital bill audit services

DEFINITIONS

Workers Compensation - Medical Only Claims
A medical only claim is a work-related Claim that meets the following criteria: (i) payments for either indemnity or vocational rehabilitation were not required, (ii) the Claim has not become contested or in suit, (iii) investigation to determine compensability or subrogation requirements was not required, (iv) no loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement authority approvals were required, and (v) payments on the Claim have not exceeded $2,500.

Workers Compensation - Indemnity Claims
An indemnity claim is a Workers Compensation claim that is not a Medical Only Claim.

Incident - Electronic and Manual
An Incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the Incident and make a courtesy call [if necessary] to determine if it is a claim or Incident. GB will have full discretion in the determination and handling of these Incidents and/or their conversion into claim status.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

GALLAGHER BASSETT SERVICES INC.

By _____

Print name _____

Title _____

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Clark County Prosecuting Attorney

Christopher Horne, Chief Civil deputy for
Anthony F. Golik, Prosecuting Attorney

CLARK COUNTY

Board of County Councilors

Clark County, Washington

By Mark Boldt, Chair

By Jeanne E. Stewart, Councilor

By Julie Olson, Councilor

By David Madore, Councilor

By Tom Mielke, Councilor

Professional Services Contract

Contract Purchase No. RFP #704, Risk Management, Brokerage, and Insurance Services

THIS CONTRACT, entered into this 1st day of April, 2016, by and between **CLARK COUNTY,** after this called **"County"**, a political subdivision of the State of Washington, and **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES INC.**, after this called **"Gallagher"**.

WITNESSETH

WHEREAS, Gallagher has been chosen through a competitive bid process by the County under RFP #704, Risk Management, Brokerage, and Insurance Services and has the expertise to provide professional services for Clark County and to perform those services more particularly as set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A; and

WHEREAS, Clark County does not have available staff to provide such services for the benefit of Clark County.

NOW, THEREFORE, THE COUNTY AND THE GALLAGHER MUTUALLY AGREE AS FOLLOWS:

1. Services. The Gallagher shall perform services as set forth in Exhibit A, RFP #704, Risk Management, Brokerage, and Insurance Services.

INSURANCE BROKER SERVICE AGREEMENT

This Agreement is entered into by and between Clark County, a Washington Public Entity ("**County**") and Arthur J. Gallagher Risk Management Services, Inc., an Illinois corporation ("**Gallagher**"), effective April 1, 2016 ("Effective Date").

This Agreement shall commence on the Effective Date for a term of five (5) years with five (5) automatic renewable one (1) year extensions. Either party may request changes in the terms and provisions of this Agreement, however, no change shall be binding upon the parties unless it is mutually agreed to in writing by the parties and made a part of this Agreement. Either party may terminate this Agreement upon One Hundred Eighty (180) days' prior written notice to the other party.

1. **Compensation.** County shall pay Gallagher for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event shall the amount billed exceed the dollar amount in Exhibit B without prior approval of the County. Gallagher shall receive an amount equal to the earned commissions paid by the insurance and/or surety carriers for insurance policies placed on behalf of the County. Total remuneration to Gallagher shall not exceed 15% of policy premiums annually (excepting any additional services as requested by County).

A. All commissions received by Gallagher from placement of insurance on behalf of the County shall be accounted for and disclosed to the County at the time they are presented.

B. In addition to such fees and commissions provided herein, Gallagher may also receive investment income on fiduciary funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to Counties. Gallagher may also participate in contingent and supplemental commission arrangements with insurance companies. Contingent commission arrangements provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. Supplemental commissions, unlike contingents, are known at the effective date of the policy, but are typically paid later and apart from when usual and customary commission is paid. Any such fees or commission will not constitute compensation to Gallagher under Section 1 – Compensation above.

C. Where applicable, insurance coverage placements which Gallagher makes on County's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, County is responsible for the payment of such taxes and/or fees, which will be identified separately by Gallagher on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of Gallagher's brokerage fees or commissions referred to herein.

D. Gallagher will not be operating in a fiduciary capacity, but only as the County's broker, obtaining a variety of coverage terms and conditions to protect the risks of County's enterprise. Gallagher will seek to bind those coverages based upon the County's authorization; however, Gallagher can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully.

E. Gallagher shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

2. Gallagher shall provide the following marketing services:

A. Gallagher will provide the County with an analysis of market conditions and recommendations on how best to approach placement of insurance. Such analysis shall include variables such as pricing, availability of markets, insurer services,

market stability, and broadness of potential coverages and use of deductibles or self-insured retentions.

B. The County shall provide renewal exposure, underwriting and loss data to Gallagher, by no later than the first of February. Gallagher shall prepare a marketing package and review with the County prior to marketing.

C. Gallagher shall present all bindable quotes received to the County and shall assist the County in selecting the best overall proposer by providing counsel on market stability and security, broadness of coverage, price and service of the carrier. Gallagher shall place all coverages as directed by the County.

D. Where available, Gallagher shall endeavor to provide the County exact policy wording and renewal costs at least one (1) month prior to the policy renewal date. Gallagher shall verify the accuracy and adequacy of all insurance contracts, endorsements and invoices of the insurance carriers prior to delivery to the County.

E. Gallagher shall deliver to the County all insurance binders indicating full coverage in effect on or before the effective date of the policies. Gallagher shall deliver insurance policies to the County within sixty (60) days of receiving all policies from the insurance carriers.

F. Gallagher shall prepare a summary of each major line of coverage for the County's use, and shall comment on any potential or actual uninsured or underinsured exposure when possible.

3. Gallagher shall provide the following administrative services:

A. Gallagher shall issue binders, certificates of insurance, loss payable forms and any other verification documents as required by the County or third parties.

B. Gallagher shall provide early warning of pending rate coverage or renewal problems including significant changes in financial status and solvency of the County's insurers. Gallagher shall keep the County informed on new or changing markets, forms, products, laws and other information that affect the risk management function as known or should be known according to industry standards by Gallagher.

C. Gallagher shall act as liaison with insurance companies.

D. Gallagher shall be available upon reasonable notice to meet with the County officials, Risk Manager and staff.

E. Gallagher shall meet yearly with the County to discuss setting goals and objectives for the upcoming year.

F. Gallagher shall maintain written records as are usual and customary in the business of an insurance broker, including, but not limited to, records of marketing packages, policies, premiums, audits, loss data and any other pertinent information which affects the coverage placed by Gallagher.

G. Gallagher shall not permit the use or release of any information, report, document, work product or opinion to any person, organization, third party or entity without the express prior written approval of the County, with the exception of underwriters Gallagher will need to work with.

H. When requested, Gallagher shall assist the County by providing needed information and data.

4. Gallagher shall provide the following claims management and loss control services:

A. Gallagher shall assist in the management and advocacy of claims when requested by the County, and will provide assistance and advice to the County claims staff in negotiating settlements, establishing defense strategy, or other professional claims tasks that are within its expertise and training.

B. Gallagher shall assist the County in developing a loss and safety control program, when requested.

C. Gallagher shall assist the County in developing a contract review and standardization program, when requested.

5. The County shall use utmost due diligence to remit all insurance premiums within thirty (30) days of receipt of the invoice or the effective date of the coverage, whichever is later.

6. Gallagher, at its own cost, shall maintain and obtain during the duration of this Agreement all licenses, permits and certificates required by the laws of the State of Washington necessary for Gallagher to perform the services set forth in this Agreement. Gallagher shall, upon request of the County, furnish evidence of compliance with this provision.

7. Upon request, Gallagher shall provide evidence of and maintain in effect Errors and Omissions coverage in the amount of not less than Ten Million Dollars ($10,000,000) for the duration of this Agreement and for five (5) years thereafter.

8. This Agreement is made in and shall be interpreted according to the laws of the State of Washington. If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of the Agreement and any other application of such provision shall not be affected thereby.

9. This Agreement along with the RFP #704, Attachments "A" and "B", embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof. In the event this contract and RFP conflict, this contract shall control.

10. The parties represent and warrant that they have the authority to execute this Agreement. However, this contract for services will only be valid and executable when the Board of County Council Chair or their agent has accepted and signed off on this contract.

11. **Indemnification:**

    A. Gallagher agrees to indemnify and hold County harmless from any loss, cost, damage, or expense (including reasonable attorney's fees) arising from the negligent acts or omissions of Gallagher provided however, that Gallagher's liability to County, or any party claiming by or through County, arising from any negligent acts or omissions of Gallagher or its employees, whether related to the Services; provided hereunder or not, shall not exceed $20 million in the aggregate. Without limiting the foregoing, Gallagher shall only be liable for actual damages incurred by County, and shall not be liable for any indirect, consequential or punitive damages.

    B. County agrees to indemnify and hold Gallagher harmless from any loss, cost, damage, or expense (including reasonable attorney's fees) arising from the negligent acts or omissions of County, including any financial obligation to pay premiums to any insurance company.

    C. Gallagher shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Gallagher and the County, its officers, officials, employees, and volunteers, Gallagher's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Gallagher's negligence. It is further specified and expressly understood that the indemnification provided herein constitutes Gallagher's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. **Wage and hour compliance**: Gallagher shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

13. **Social Security and Other Taxes:** Gallagher assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Agreement be enacted as to all persons employed by the Gallagher in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

14. **Contract Documents**: Contract documents consist of this Agreement, Exhibit A, a scope of work which consists of a proposal incorporated into RFP #704.

15. **Equal Employment Opportunity:** The Gallagher will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

16. **Changes:** County may, from time to time, require changes in the scope of the services to be performed hereunder; such changes, including any increase or decrease in the amount of the Gallagher's compensation, which are mutually agreed upon by and between County and the Gallagher, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

17. **Public Records Act:** Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Gallagher agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Gallagher further agrees that upon receipt of any written public record request, Gallagher shall, within two (2) business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

18. **Governing Law:** This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

19. **Confidentiality:** With respect to all information relating to County that is confidential and clearly so designated, Gallagher agrees to keep such information confidential. In the event of a Public Records Act request, Gallagher will coordinate with County as to production of records.

15. **Conflict of Interest:** Gallagher covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Gallagher further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

By _____

Print name Darin M. Puryear

Title Area President

CLARK COUNTY

Board of County Councilors

Clark County, Washington

_____

By Mark Boldt, Chair

_____

By Jeanne E. Stewart, Councilor

APPROVED AS TO FORM ONLY

ANTHONY F. GOLIK

Clark County Prosecuting Attorney

_____

Christopher Horne, Chief Civil deputy for

Anthony F. Golik, Prosecuting Attorney

_____

By Julie Olson

_____

By David Madore

_____

By Tom Mielke

Vendor/Gallagher:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

☐ Yes ☐ No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.

Vendor/Gallagher:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

☐ Yes ☒ No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.

Attachment A – Cover Sheet
Arthur J. Gallagher Risk Management Services, Inc.

General Information:

Legal Name of Applicant Agency: **Arthur J. Gallagher Risk Management Services, Inc.**

Street Address **1501 Market Street # 250**

City **Tacoma** State **WA** Zip **98402**

Contact Person **Elizabeth Miser** Title **Area Vice President**

Phone **(253) 238-1165** Fax **(253) 572-1430**

Program Location (if different than above) **Same**

Email address **Elizabeth_Miser@ajg.com**

Tax Identification Number **36-2102482**

ADDENDUM: NONE

Proposer shall insert number of each Addendum received. If no addendum received, please mark **"NONE".**

No._____ Dated:_____ No._____ Dated:_____ No._____ Dated:_____

NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.

Does the proposal comply with the requirements contained within the RFP?
A "No" response may disqualify the proposal from further consideration.

☒ Yes ☐ No

Did outside individuals or agencies assist with preparation of this proposal?

☐ Yes ☒ No *(If yes, describe.)***

Total Funds Requested Under this Proposal $ $120,000 or carrier commission not to exceed 15% annually

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

Elizabeth Miser 11/25/2015

Signature, ***Administrator of Applicant Agency**** Date

Attachment A – Cover Sheet
Gallagher Bassett Services, Inc.

General Information:

Legal Name of Applicant Agency **Gallagher Bassett Services, Inc.**

Street Address **P.O. Box 4040**

City **Sacramento** State **CA** Zip **95812**

Contact Person **Shannon McVey** Title **Account Manager**

Phone **(916) 576-8239** Fax **(844) 761-9260**

Program Location (if different than above) **4550 SW Kruse Way, Suite 155**
Lake Oswego, OR. 97035

Email address **Shannon_McVey@gbtpa.com**

Tax Identification Number **36-3365500**

ADDENDUM: NONE

Proposer shall insert number of each Addendum received. If no addendum received, please mark **"NONE".**

No._____ Dated:_____ No._____ Dated:_____ No._____ Dated:_____.

NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.

Does the proposal comply with the requirements contained within the RFP? A "No" response may disqualify the proposal from further consideration.

☒ Yes ☐ No

Did outside individuals or agencies assist with preparation of this proposal?

☐ Yes ☒ No *(If yes, describe.)***

Total Funds Requested Under this Proposal
$ Service Fees - $73,191 (refer to Cost & Terms provided with RFP #704

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

Shannon McVey 11/25/2015

Signature, ***Administrator of Applicant Agency*** Date

Company ID Number: 87458

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Arthur J. Gallagher and Company** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 87458

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 87458

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 87458

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Arthur J. Gallagher and Company

Pam Wilfong	
Name (Please type or print)	Title
Electronically Signed	**01/08/2008**
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 87458

USCIS Verification Division

Name (Please type or print)	Title
Electronically Signed	**01/08/2008**
Signature	Date

Company ID Number: 87458

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: **Arthur J. Gallagher and Company**

Company Facility Address: **The Gallagher Centre**
Two Pierce Place
Itasca, IL 60143-3141

Company Alternate Address:

County or Parish: **DU PAGE**

Employer Identification Number: **522200060**

North American Industry Classification Systems Code: **524**

Parent Company: **Arthur J. Gallagher and Company**

Number of Employees: **5,000 to 9,999** Number of Sites Verified for: **291**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- LOUISIANA 11 site(s)
- UTAH 5 site(s)
- MARYLAND 3 site(s)
- HAWAII 3 site(s)
- WYOMING 1 site(s)
- RHODE ISLAND 3 site(s)
- NEW HAMPSHIRE 1 site(s)
- ARKANSAS 3 site(s)
- GEORGIA 9 site(s)
- NEBRASKA 1 site(s)
- OREGON 2 site(s)
- MINNESOTA 8 site(s)
- WASHINGTON 6 site(s)
- IDAHO 2 site(s)
- KENTUCKY 5 site(s)
- NORTH CAROLINA 7 site(s)
- VERMONT 1 site(s)
- FLORIDA 22 site(s)
- PENNSYLVANIA 12 site(s)

Company ID Number: 87458

•	OHIO	6	site(s)
•	WISCONSIN	6	site(s)
•	INDIANA	5	site(s)
•	NEVADA	1	site(s)
•	NEW YORK	19	site(s)
•	NEW JERSEY	11	site(s)
•	NEW MEXICO	1	site(s)
•	SOUTH CAROLINA	4	site(s)
•	KANSAS	1	site(s)
•	IOWA	4	site(s)
•	MASSACHUSETTS	6	site(s)
•	OKLAHOMA	7	site(s)
•	CALIFORNIA	28	site(s)
•	MISSISSIPPI	1	site(s)
•	CONNECTICUT	5	site(s)
•	MAINE	1	site(s)
•	VIRGINIA	4	site(s)
•	COLORADO	3	site(s)
•	MICHIGAN	7	site(s)
•	MISSOURI	13	site(s)
•	ALABAMA	2	site(s)
•	ARIZONA	4	site(s)
•	TEXAS	25	site(s)
•	TENNESSEE	7	site(s)
•	ILLINOIS	15	site(s)

Company ID Number: 87458

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Robin Kerr**		
Telephone Number:	**(630) 285 - 3777**	Fax Number:	**(630) 285 - 3997**
E-mail Address:	**robin_kerr@ajg.com**		

2015

Clark County, WA

RFP #704

PROFESSIONAL, TECHNICAL, AND EXPERT SERVICES

CLARK COUNTY WASHINGTON

RESPONSE TO REQUEST FOR PROPOSAL FOR

RISK MANAGEMENT, BROKERAGE, AND INSURANCE SERVICES

PRESENTED BY

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES

&

GALLAGHER BASSETT SERVICES, INC.

Elizabeth Miser
Area Vice President
Arthur J. Gallagher & Co.
1501 Market, Suite 250
Tacoma, WA 98402
elizabeth_miser@ajg.com

Shannon McVey
Account Manager
Gallagher Bassett Services, Inc.
PO Box 4040
Sacramento, CA 95812-4040
shannon_mcvey@gbtpa.com

Attachment B – Letter of Interest

N/A
Arthur J. Gallagher & Gallagher Bassett are on plan holder list.

Legal Name of Applicant Agency _____

Street Address _____

City_____ State_____ Zip _____

Contact Person_____ Title _____

Phone_____ Fax _____

Program Location (if different than above) _____

Email address _____

>- *All proposers are required to be included on the plan holders list. If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion.*

In the body of your email, request acknowledgement of receipt.

Email Attachment B to: Beth.Balogh@clark.wa.gov

Clark County web link:
http://www.clark.wa.gov/general-services/purchasing/rfp.html

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

Executive Summary

Arthur J. Gallagher & Co. is a publicly traded company on the New York Stock Exchange and we invite you to visit our website at www.ajgrms.com.

Arthur J. Gallagher Risk Management Services, Inc. is the Retail Brokerage Services Division of Arthur J. Gallagher & Co. Gallagher Tacoma and Gallagher Irvine are part of the Broker Service Division.

Gallagher has been in business for over 86 years and has provided insurance brokerage services to public entities for the last 40+ years. We believe our long-term relationship with the markets and the services we provide compliment and support the County's risk management needs and supports the County's strategic plans, goals and objectives. It is our goal to provide superior risk financing mechanisms and risk management services to the County while protecting the financial viability of the County.

Arthur J. Gallagher & Co At A Glance	
Founded	1927
Revenue	Over $3.2 billion in total revenues
Employees	Over 20,000
Sales and Service Offices	Over 500 offices internationally
Public Sector Locations	Over 30 Offices Over 325 Sales and Service Professionals
Approximate Number of Clients	Over 18,000 Public Sector and School Clients

Nationwide, Gallagher represents 18,000 public entities; over 1,000 cities; 25 state governments; 13,000 K-12 schools (public and private); 125 public entity risk pools; and over 600 colleges and universities (public and private).

Brief History

Since being founded in 1927, Gallagher has been at the forefront of providing innovative programs for our public entity clients. To this day, the company is still run by the founding family. In 1938, Gallagher designed the first retrospective rating program, which gave customers credit for holding down their losses, and in 1963 we broke new ground by forming the first non-workers' compensation self-insurance program. Gallagher went on to develop the first fronting company arrangement to provide needed proof of insurance. Gallagher's experience with public entities dates back to the 1970's in which Gallagher designed the first multi-line "protected self-insurance program" (a single policy providing both specific and aggregate protection) for public entities.

Gallagher Bassett was founded in 1962. For more than 50 years, Gallagher Bassett has been lowering our clients' costs of risk through flexible, tailored, high-quality risk management programs. No one else customizes and adapts their risk management service offerings to your needs the way we do. Most importantly, we combine practicality and proven methodology with creativity to produce effective risk management solutions. Municipal programs are Gallagher Bassett's second largest sector of business. We serve 100 public entity clients out of 76 national offices having administered nearly 20,000 claims in 2014 for this sector.

APPENDIX A
INSURANCE BROKER OF RECORD

Necessary Prequalification's:

1. Licensed in the State of Washington.
   Arthur J. Gallagher is licensed in Washington State. We have included a copy of our Washington Broker's license.

2. Five years in business as a firm.
   Our firm exceeds the qualification having been established in Tacoma, Washington in 1945.

3. Annual premium volume over $50,000,000 excluding personal lines.
   We exceed this qualification with over $185 million in premium for the Pacific Northwest offices alone.

4. Two qualified principals or account persons, each with a minimum of five years' experience in commercial lines, or CPCU or ARM designation.
   Elizabeth Miser, CPCU has over 25 years' experience with commercial lines.
   Darin Puryear, over 20 years experience

5. Experience in developing and supporting risk management programs.
   Liz has been working with Public Entities almost exclusively over the past 10 years. During this time she has worked with Public Entity Pools, various states, schools, cities and counties.

   She as developed stop loss cash flow programs, structured significant layered and quota shared programs and recently was successful in achieving price reductions while broadening coverage for an airport fueling consortium. A significant reason Gallagher is so successful with the Public Entity sector is due to the commitment both locally and nationally within the organization. The Washington office has access to the resources both locally and nationally such as the ERM and ISO 31000 expert Dorothy Gjerdrum, who provides consulting and risk management services.

   Gallagher focuses on various niches and of those the Public Entity divisions is by far the largest.

6. Evidence of insurance agents Errors and Omissions insurance with minimum limits of $1,000,000 per occurrence.
   Gallagher's Certificate of Insurance is provided with our response.

7. At least three years' experience with at least two accounts from the public sector, each with annual premiums of $500,000 or more.
   Both the Association of Washington Cities Risk Management Service Agency and the Washington Counties Risk Pool exceed this requirement, in premium and tenure.

8. Agreement to prepare an annual report for Clark County, including a detailed accounting of those commissions earned (direct and contingent) on the account, a cumulative three-year premium and loss record and observations on appropriate changes in the market.
   Gallagher will continue to provide an annual report that will illustrate the prior years services and results. This will include full disclosure of all commissions or fees received, summary of coverages, loss history and loss control services provided. In addition it will look forward to review the market conditions and market trends as we see them developing.

APPENDIX B

SPECIFIC FUNCTIONS OF THE BROKER OF RECORD

1. Act as intermediary in the negotiation of insurance rates with qualified companies.
2. Maintain contact with both the insurance companies and insured.
3. At least semi-annually, review and discuss current policies in effect with respect to market changes, changes in Clark County, exposure to risk, acceptable levels of retention, evaluation of cost comparisons versus deductibles and any new possibilities.
4. Annual premium/cost and insured loss report.
5. Claims and report assistance.
6. Consultation services for analysis of risk retention.
7. Loss control and risk management assistance (40 hours annually).
8. Public relations support in dealing with those pressing claims.
9. Attend Risk Management meetings when required.
10. Provide actuarial study of Liability and Workers' Compensation reserve funds every other year as required by GASB, with recommendation of premium assessment to each department.
11. Other services as required, see "Appendix A" and Statement of Work.

The above functions will be provided as part of Gallagher's normal broker services.
However #10 falls outside normal broker services and can be available for additional cost as outlined under II Remuneration.

Gallagher Bassett Services, Inc.
Section 1B Work Requirements, Scope of Work

Gallagher Bassett has reviewed Section 1B (9 pages) and will comply with the Workers' Compensation Claim Administrator Standards as outlined. Our response in this section is brief in order to comply with the 15 page maximum requested via the RFP.

PART II

RENUMERATION

Fees and Commission: **Broker Services - carrier commissions not to exceed 15% per annum.**

Gallagher Bassett Service Fees - $73,191 (refer to Cost & Terms provided with RFP #704 for full pricing detail)

Services Include:

Broker Services as outlined in RFP #704

Third Party Claims Administration services on behalf of Clark County.

Hours (if applicable)

1. 40 hours loss control services

2. TPA WC Claim Review

Additional Services:

ESTIMATED ACTUARIAL SERVICES FEE

Option 1 is a one line analysis which is a reserve review, loss projection, and cash flow.

Option 2 is a three line analysis with the same project parameters. The cost assumes that the data is available electronically and in a format that can be manipulated.

1. $5,000

2. $10,000

This contract will be for five (5) years, commencing April 2016 with five (5), one (1) year optional extensions.

Shannon McVey

Authorized Signature

BROKER/RISK CONSULTANT QUALIFICATION QUESTIONNAIRE

Please complete this questionnaire based on activities of your office, unless the question asks otherwise. If expertise from other offices will be used in servicing our requirements, please specify these services, the offices, and personnel to be involved. In this case if Brokerage Office is Parent and Worker's Compensation is subsidiary.

Date: **November 13, 2015**

1. Name of Firm: **Arthur J. Gallagher Risk Management Services, Inc. ("Gallagher") & Gallagher Bassett Services ("GB")**

   Address: **1501 Market Street #250, Tacoma, WA.**

   Zip: **98402** Phone: **(253) 238-1164**

   Fax: **(253) 572-1430** Date Established: **1947 (AJG) / 1962 (GB)**

2. Identify your senior management:

Name	**Darin Puryear**
Title	**Area President, Arthur J. Gallagher Risk Management Services, Inc.**
Professional Qualifications	**CIC designation, Licensed P&C Broker. BA Finance, University of**
Expertise	**Darin leads the Pacific Northwest offices for AJG's Property & Casualty practice. These offices place in excess of $185 million in annual premiums with approximately 70 team members. Specialties include Public Entities, Real Estate, Healthcare, Marine and Construction, among others.**
Years of Experience	**21 years of Commercial P&C Insurance experience both as a carrier and a broker.**

3. Annual gross income of your Firm

   Premiums: **$185 million (Local), $12 billion (Corporate)**
   $664 million (GB)

4. Define the insurance coverage you carry to protect yourselves and your clients as follows:

	Limit	Insurer
Professional Liability	**$20,000,000**	**Lexington Insurance Co. & XL Specialty Insurance Co.**
General Liability	**$1,000,000 Occurrence** **$3,000,000 Aggregate**	**Arch Ins. Co.**
Auto Liability	**$3,000,000 Combined Single Limit**	**Arch Ins. Co.**
Workers Compensation	**State of Washington Statutory** **Employers Liability - $1,000,000**	**Arch Ins. Co**

   Will you provide certificates of insurance if requested? [**X**] Yes [ ] No

5. We comply with the requirements of the Equal Employment Opportunity Act, as amended (if applicable).
   [**X**] Yes [ ] No

6. Primary contact. The following principals will be assigned primary responsibility:

Arthur J. Gallagher Risk Management Services, Inc. (Gallagher):

Name	**Elizabeth Miser**
Title	**Area Vice President**
Professional Qualifications	**CPCU**
Expertise	**Commercial Property & Casualty insurance placement**
Years of Experience	**25 plus years**

Background (include expertise in handling public entities):

Liz Miser has been with Gallagher since 2007 and prior to joining Gallagher managed the marketing department of another national broker in the Seattle area. A considerable amount of her book of business has centered around governmental and Public entities. This includes working with both County and City Pools and addressing areas of their MOC documents and Reinsurance programs. Structured property placements and layered and quota shared programs is where Liz shows proven creativity and proficiency.

As a principal of the Gallagher Public Sector, Liz participates in various associations such as, PRIMA, AGRIP and STRIMA and has earned her CPCU certification. She was a Risk & Insurance Magazine "Power Broker" in the Public Sector in 2013.

Gallagher Bassett Services, Inc. (GB):

Name	**Eric Sorem**
Title	**Branch Manager**
Professional Qualifications	• **20 years of Claims Supervision experience** • **Certified in OR/WA claims administration** • **Managed multiple jurisdictions including; OR/WA/ID/MT/AK** • **CPCU, Chartered Property Casualty Underwriter and AIM, Associate in Insurance Management**
Expertise	**Claims Administration/Management**
Years of Experience	**23**
Name	**Shannon McVey**
Title	**Account Manager**
Professional Qualifications	**15 years industry experience; has held positions both as claims technician and as account manager. Multi-jurisdictional knowledge.**
Expertise	**Claims Administration/Account Management**
Years of Experience	**15**

Background (include expertise in handling public entities):

Eric Sorem has oversight of the office where Clark County's claims team resides. He has nearly 25 years in the industry, is certified in OR/WA claims administration and holds a CPCU title. His claims team consists of 34 resolution managers and technical staff. This office has managed the Clark County claims since inception of the program in 2008.

Shannon has held positions both as a claims examiner and as an account manager. Her book of business includes public entity business. She excels at customer service by being responsive to her clients, assisting with questions regarding claims handling, and is the liaison between the claims branch, our clients, and Gallagher Bassett corporate resources.

7. Primary support staff: The principals will be supported by the following persons in the following areas (please include their professional qualifications and educational backgrounds).

Arthur J. Gallagher Risk Management Services, Inc.:

Name	**Lori Hendry**
Professional Qualifications	**CIC, Licensed Property Casualty Broker**
Education/Background	**13 years working in the insurance industry and handles the client service needs including marketing, proposal presentations and daily client services.**

Please refer to the Organizational Chart for the entire AJG team.

Gallagher Bassett Services, Inc.:

Please see our branch profile for Lake Oswego as part of our response. (See Appendix II).

8. Can facility inspections be made by your staff? [**X**] Yes [ ] No Suggested frequency of inspection:

Upon renewal of broker services your Gallagher account executive and loss control personnel will meet with Clark County Risk Management to outline a plan. This plan will determine what facilities are most critical and a schedule will be developed from there. Tim Chace is our local loss control expert and his services are included in our remuneration. Depending on the level of detail and time needed for each inspection will determine the frequency of these inspections.

9. How often will you review claims and reserves?

All claims are maintained on an electronic diary system and are reviewed at least every 30 days. Each time a claim is reviewed, reserves are also reviewed for adequacy.

10. Do you have an in-house computer based loss recording and analysis system?

[**X**] Yes [ ] No

If not, what services do you use?

11. Describe your internal loss prevention engineering capabilities including number of specialists, their areas of expertise, their availability, and their cost.

	# of Specialists	Area of Expertise	Availability	Cost
Fire Prevention	**5**	**Fire Prevention**	**TBD**	**$135/hour**
Boiler & Machinery	**80+**	**Boiler & Machinery**	**TBD**	**$135/hour**
Personnel Safety	**80+**	**Personnel Safety**	**TBD**	**$135/hour**
Industrial Hygiene	**10**	**Industrial Hygiene**	**TBD**	**$135/hour**
Chemical Safety	**10**	**Chemical Safety**	**TBD**	**$135/hour**
Environmental Protection	**10**	**Environmental Protection**	**TBD**	**$135/hour**
Security	**5**	**Security**	**TBD**	**$135/hour**
Liability Claims Adjustment	**N/A**	**N/A**	**N/A**	**N/A**

12. a. What risk and loss control services do you contemplate being provided by insurers?

Both your property and equipment breakdown insurers will provide loss control/engineering services. First, your equipment breakdown insurer will complete jurisdictional inspections of boilers that are required by the State of Washington. This is a safety issue with no cost incurred by Clark County. Your property underwriter will also review selected locations for fire safety and adequacy of any sprinkler systems. In addition, Lexington, your current property insurer offers additional engineering services which are agreed upon by both Clark County and Lexington.

If the County is considering constructing a new building, the property insurer has offered to review the plans for proper fire and earthquake safety.

b. How frequently and in what manner do you propose to review and monitor these services?
These services are monitored continuously by your Gallagher service team. When new reports are generated our Loss Control support will review and make any comments he deems necessary as to the reasonableness of the recommendations coming from the insurer. He is also available to Clark County to help with questions or responses.

At least once a year during our annual planning sessions we will discuss at length with Clark County the coming years objectives and how Gallagher's loss control services can be implemented in helping achieve those objectives.

13. Can your staff provide training services in risk and loss control?
[**X**] Yes [ ] No If yes, please describe:
We can provide various training such as:

- **Contract Administration**
- **Accident Investigation**
- **Implementing & Participating in Safety Committee Meetings**
- **Contract Review**
- **Driver Training**
- **Safety Procedure Reviews**
- **Various loss control papers and webinars**
- **Additional Training to be determined through discussions with Clark County**

14. Clients. Please list by name, approximate annual premium (if not confidential), and services rendered to five public entity accounts with annual insurance premiums (including workers' compensation) in the $1,000,000 plus range.

Name	Amount
A. **State of Alaska**	**Excess of $1,000,000 premium**
B. **Washington Counties Risk Pool**	**Excess of $1,000,000 premium**
C. **Association of Washington Cities Risk Management Service Agency**	**Excess of $1,000,000 premium**
D. **Muckleshoot Indian Tribe**	**Proprietary Information**
E. **Advantage Workers Compensation Insurance Co.**	**Proprietary information**
F. **City of Savannah**	**Proprietary information**

*** Exact premiums are confidential to our clients.**

15. References. Provide the names, contacts, addresses, and phone numbers of at least three references from the foregoing accounts.

Association of Washington Cities Risk Management Service Agency **Derek Bryan, Program Manager** **1076 Franklin Street SE** **Olympia, WA 98501** **Phone: 360.753.4137**	**State of Alaska** **Scott Jordan, Director** **333 Willoughby Avenue** **Juneau, AK 99811** **Phone: 907.465.5723**
Muckleshoot Indian Tribe **39001 172nd Ave. SE** **Auburn, WA 98092** **Contact: Phillip Brooke** **Risk Manager** **Phone: 253.876.3368**	**Advantage Workers Compensation Insurance Co.** **P.O. Box 571918** **Salt Lake City, UT 84157** **Contact: Dan Stephens** **Vice President of Claims** **Phone: 208.957.6705**

16. List the demographics of your office by type of employee.

Number of People **35 (see Lake Oswego Branch in Appendix II)**
70 AJG Broker Services

17. List the number of your clients in each of the following categories.

Brokerage Services: (Locally)

Counties **27**
Cities **86**
Schools **Our Denver office is also the broker for the Washington State School pool which provides coverage for a large number of school districts in the state.**

Gallagher Bassett:

Self-Insured Clients **500 plus**

18. Provide any other information relative to your firm which might be pertinent to selection.

The Arthur J. Gallagher team assigned to Clark County has public entity specific expertise including:

- **Risk Management and Loss Control**
- **Knowledge of the Washington public entity landscape**
- **Claims Advocacy**
- **Third party risk transfer and contract review assistance**
- **Local, regional and worldwide resources and relationships**
- **TPA review, Reserve and large claims monitoring**

Our mission is intended to be long term and comprehensive. Our goal is to facilitate your program and manage the many available resources, with the intent of significantly impacting Clark County's overall total cost of risk and assisting, on a daily basis, your risk management team.

With our national and global reach and carrier relationships we bring unparalled services to our clients. Gallagher's dedication to the public sector is evidenced by our national Public Sector Practice Group, which offers targeted expertise, resources and support for our clients. We have made a corporate commitment to the public sector. Our group meets periodically to exchange ideas, discuss trends, seek advice and evaluate new insurance products.

Each team member will dedicate sufficient time and energy to ensure that Clark County's expectations are met and exceeded.

GB has been providing comprehensive risk management services since 1962. As one of the largest non-carrier affiliated third-party administrator in the industry, we currently have over 100 service offices worldwide, staffed with more than 4,800 specialists who serve 3,200 customers. Our reputation for the delivery of high-quality, a cost-effective and innovative claims management service is unparalleled in the industry.

GB is a multi-line claims administrator - from Workers Compensation, Automobile Liability, General Liability, Products Liability, Texas Non-Subscriber, to Property lines of business - with recorded revenues in excess of $664 million. Our company also has an integrated disability management product, loss control services, and customized RMIS benchmarking services. Specializing to our client's individual needs, each program is designed with highly tailored solutions for managing claim outcomes. Approved by more than 100 major primary and excess carriers as a TPA, we also offer complete self-insured qualifying and state filing for our clients in all states that allow self-insurance.

As a recognized leader in third-party claims administration, Gallagher Bassett continues to achieve record growth year over year. We attribute our growth and success to the quality and experience of the people we hire, our commitment to remain on the leading edge of technology, and our proven record of results and ethical integrity.

Signed			
Title	Area President	Account Manager	Area Vice President
Date	11/25/2015		

GALLAGHER BASSETT

CLARK COUNTY, WA RFP #704

CLAIMS/PRODUCT LINE	Fee per Claim	CLAIM FREQUENCY	EXTENDED PRICE
WC Med Only	$ 176	49	$8,624
WC - Indemnity	$ 990	45	$44,550
ANCILLARY SERVICES	**Fee**		
Incident Only	$ 32	1	$32
Risxfacs.com - two users free of charge		2	Included
Risxfacs.com	$ 1,000	2	$2,000
Administration/Data Management			$5,748
Banking			$742
Designated Account Management			Included
Risk Control Consulting Services (RCCS)			$5,880
Claim Reporting - Telephonic, Web, E-Fax	28	$95	$2,660
Open Run-In Claims	5	$591	$2,955
GRAND TOTAL		$	73,191

New claims shall be billed monthly based on actual claims reports. Ancillary and Additional Service Fees shall be billed in one installment at the inception of the Service Term. This represents five one year renewable proposals where by per-claim rates would increase according to the following: 2015-16: 0%; 2016-17: 2%; 2017-18: 3%; 2018-19: 3%; 2019-20: 4%.

Program specific terms along with general terms & conditions will apply to this pricing. This includes specifics like billing frequency, number of meetings, and succession planning for files in the event non-renewal of all or a portion of the program occurs. A copy of these can be provided upon request but this abbreviated language was used in order to comply with the page limit request in the RFP. Pricing is based on using GB Managed Care (GBMCS) or MedInsights for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.

MANAGED CARE SERVICE - Paid off File	FEE
Fee Schedule/Bill Review/UCR	$ 9.50 Per Bill
Enhanced Bill Review (ESS)	Included
Clinical Validation/Nurse Review	30 % of Savings
Preferred Provider Networks (PPO)	30 % of Savings
Out Of Network (OON)	30 % of Savings
Specialty Networks/ Physical Therapy (PT)	30 % of Savings
Electronic Receipt of Medical Bills	$2/bill applicable states
Telephonic Case Management	$75 Medical Triage
	$290 per Indemnity claim (each 30 days)
	$130 per Medical Only claim (one time)
Hospital Certification Program	$120 Inpatient Pre-Certification
Utilization Review Program	$105 Outpatient Pre-Certification
UR Physician Review	$270 per Review
PC 365 (not using)	$90/call
Dental Review Program	Charged on a per review basis

Allocated Expenses: Shall be your responsibility and shall include, but not be limited to:		DMEplus-Durable Medical Equipment (DME) Program	Cost of medical equipment – no charge for Bill Review or PPO reductions for Prospective DME transactions (First Script)
Legal Fees	Collection cost payable to third parties on subrogation	Task Based Field Case Management	
Medical Examinations	Architects, contractors	Task 1: One Visit Task	$530 per assignment
Professional Photographs	Engineer	Task 2: Two Visit Task	$705 per assignment
Travel made at client's request	Police, fire, coroner, weather, or other such reports	Task 3: Labor Market Survey	$635 per assignment
Costs for witness statements	Property damage appraisals	Task 4: Vocational Assessment	$590 per assignment
Court reports	SIU, surveillance and sub rosa investigation	Task 5: Home Visit	$660 per assignment
Medical records	Official documents and transcripts	Medical Case Management & Vocational Rehab - Hourly	$ 92 per hour plus expenses
Accident reconstruction	Pre- and post-judgment interest paid	Medical Cost Projection (MCP) and Clinical Recommendations	$125/hour
Experts' rehabilitation costs	Outside Investigation	Pharmacy Benefit Management (PBM) – Vendor	First Script - Cost of prescriptions – no charge for Bill Review or PPO reductions for PBM transactions
Chemist	Subrogation at 15% of gross recovery	Pharmacy Benefit Management (PBM) – Anicllary Servicees	Injured Worker Outreach - Yes
Fees for service of process	Index Bureau Reporting	Rx Peer to Peer Review (P2P)	$290 per review
	Second Injury Fund Recovery	Rx Drug Utilization Assessment (DUA)	$575 per DUA
Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client	Data Intelligence Self-Service Reports	OSHA Reporting	Not Applicable
		Taxes	All applicable taxes will be added to the service fees where required

Team Organizational Chart for Clark County

Gallagher Bassett

Ed Wiewel
Sr. Vice President
Claims Operations
630-647-3212
edward_wiewel@gbtpa.com

Carrie Cannataro
Sr. Vice President
Account Management
630-285-3521
carrie_cannataro@gbtpa.com

Danielle Cross
Vice President
Claims Operations
916-787-2659
danielle_cross@gbtpa.com

Jeanne Fryman
Vice President
Account Management
480-586-9472
jeanne_fryman@gbtpa.com

Eric Sorem
Branch Manager
503-303-6301
eric_sorem@gbtpa.com

Shannon Mc Vey
Account Manager
503-558-8764
shannon_mcvey@gbtpa.com

Arthur J. Gallagher

Liz Miser, CPCU
Account Executive
253-238-1165
elizabeth_miser@ajg.com

Lori Hendry
Client Manager
425-586-1004
lori_hendry@ajg.com

Kazumi Tripp
Client Manager
253-238-1129
kazumi_tripp@ajg.com

Blair Wooldridge
Assistant Client Manager
253-238-1160
blair_wooldridge@ajg.com

Tim Chace
Loss Control
425-586-1005
tim_chace@ajg.com

Kris Kelly
Claims Advocate
253-238-1141
kris_kelly@ajg.com

Julie McCallum
WC Claims Manager
425-586-1040
julie_mccallum@ajg.com

Guida McClain
Surety/Bonds Rep.
253-238-1149
guida_mcclain@ajg.com

go beyond

GALLAGHER BASSETT

LAKE OSWEGO (PORTLAND, OR) BRANCH 155

4550 Kruse Way
Suite 155
Lake Oswego, OR 97035

Local: 503.675.6575
Toll-Free: 877.800.3059
Fax: 503.675.6574

Management Staff

Eric Sorem
Branch Manager
With GB since 2012
Insurance experience: 21 years

Eric Boling
Assistant Branch Manager
With GB since 2006
Insurance experience: 21 years

Roberta Lofgren
Operations Supervisor
With GB since 2003
Insurance experience: 11 years

Dawn Bambusch
Supervisor
With GB since 2007
Insurance experience: 16 years

Sally Jackson
Supervisor
With GB since 2010
Insurance experience: 13 years

Kerry Tambara
Supervisor
With GB since 2006
Insurance experience: 22 years

Technical & Support Staff

Cynthia Aaby
Administrative Assistant

Kimberly Adair
Senior Resolution Manager
With GB since 2012
Insurance experience: 16 years

Nichole Anderson
Technical Assistant

Stan Asanovic
Senior Resolution Manager
With GB since 2009
Insurance experience 8 years

Traci Brockway
Senior Resolution Manager
With GB since 2006
Insurance experience: 15 years

Lynette Bryan
Senior Resolution Manager
With GB since 2008
Insurance experience: 9 years

Rachel Cameron
Technical Assistant

Adison Covey
Resolution Associate, Level I
With GB since 2013
Insurance experience: 2 years

Katherine Defrany
Senior Resolution Manager
With GB since 2008
Insurance experience: 8 years

Catherine Godlove
Senior Resolution Manager
With GB since 2008
Insurance experience: 20 year

Gary Goeman
Senior Resolution Manager
With GB since 2008
Insurance experience: 14 years

Tanner Hall
Service Representative

Ron Hurner
Senior Resolution Manager
With GB since 2009
Insurance experience: 23 years

Aaron Jordan
Resolution Manager
With GB since 2010
Insurance experience: 5 years

Kim Kinney
Senior Resolution Manager
With GB since 2012
Insurance experience: 13 years

Casey Lowrie
Resolution Manager
With GB since 2011
Insurance experience: 9 years

Denise Martinez
Senior Resolution Manager
With GB since 2008
Insurance experience: 19 years

Julie McNamara
Service Representative

Erin Nielson
Resolution Manager
With GB since 2014
Insurance experience: 24 years

Patricia Oury
Senior Resolution Manager
With GB since 2012
Insurance experience: 24 years

Rachel Randolph
Senior Resolution Manager
With GB since 2008
Insurance experience: 8 years

Karen Reynoso
Senior Resolution Manager
With GB since 1996
Insurance experience: 18 years

Julia Roberts
Administrative Assistant

Tiffany St. Germain
Technical Assistant

Dana Schultz
Senior Resolution Manager
With GB since 2001
Insurance experience: 20 years

Diane Schweda
Senior Resolution Manager
With GB since 2008
Insurance experience: 26 years

Kevin Segura
Resolution Manager
With GB since 2014
Insurance experience: 15 years

Ben Swanson
Resolution Manager
With GB since 2013
Insurance experience: 3 years

Leslie Wurdinger
Service Representative

Branch Strengths

- Workers Compensation
- Self-Insured Programs

Service Area

- State of Oregon
- State of Washington

Professional Affiliations

- Oregon Workers Compensation Claims Association
- Oregon Self-Insured Association
- Washington Self-Insured Association

Jeanne Fryman
Vice President, Account Management Department
Scottsdale, AZ

PROFESSIONAL EXPERIENCE:

Gallagher Bassett Services, Inc.
3/06 - Present
Vice President, Account Management Department
Responsible for managing assigned Account Management staff and their national client base. Vice President may act as the Account Manager for specific programs and will assist the Senior Vice President of Account Management as deemed necessary.

Gallagher Bassett Services, Inc.
8/01 – 3/06
Account Manager, Account Management Department
Integrate client needs with Gallagher Bassett Services. Interface with appropriate parties to insure correct set-up of policy information, pyramid set-up, RISX-FACS® reports, banking etc. Keep clients informed of any relevant changes within GB that might affect their program. Develop service instructions for field operations. Resolve all service issues through appropriate channels. Single GB contact for clients risk management and claims administration.

Gallagher Bassett Services, Inc.
11/99 – 8/01
Business Development Manager, Investigative Services
Responsible for development of new business for corporate and insurance investigations. Interfaced with various Gallagher Bassett claim branches to grow account base. Also responsible for maintenance and service of existing clients within the Midwest region of the Investigative division.

Gallagher Bassett Services, Inc.
5/97 – 10/99
Administrative Coordinator/Background Specialist
Serviced all Midwest pre-employment accounts as single resource for those clients and oversaw pre-employment processes for three field offices. Audited all five field offices for compliance with policies, procedures, and service standards related to surveillance and pre-employment screening.

Gallagher Bassett Services, Inc.
7/95 – 5/97
Marketing Assistant
Provided general assistance to producers in Business Development. Worked with marketing staff to develop collateral materials and coordinated GB's attendance at industry trade shows.

EDUCATION:

Bachelor of Arts – Communications/Marketing
Saint Louis University, St. Louis, MO

Shannon McVey
Account Manager, Account Management Department
Sacramento, CA

PROFESSIONAL EXPERIENCE:

Gallagher Bassett Services, Inc.

August 2014 – Present
Account Manager, Account Management Department
Act as an extension of risk management department for assigned client base by providing pro-active, consultative and overall program coordination services. Provide assistance in the administration and implementation of claims management program. Ensure all service expectations are identified and maintained. Act as the liaison between client and Gallagher Bassett Services. Communicate any relevant changes within GB that may affect client's program.

2012 - 2014
Senior Claims Examiner, Preferred Employers Group
Administration of claims for small business owners, which included timely initial contact within required timeframes to establish coverage, liability along with nature and extent of injury. Developed and implemented action plans to keep claims moving toward resolution while being mindful of possible future exposure.

2012-2014
Senior Claims Examiner, Tuell & Associates
Administration of self-insured/self-administered workers' compensation claims from inception to closure. Placed with Kaiser Permanente and assigned to their high exposure unit. Analyzed and administered benefits involving complex, catastrophic claims. Collaborated with onsite employer representative to correct errors, rectify omissions, and investigate questionable issues.

2004 – 2011
Account Consultant, Specialty Risk Services
Analyzed claims to determine extent of company's liability, made approval or denial decisions and negotiate settlements with claimants in accordance with policy provisions. Selected as the Northern California Medicare Consultant from 2006-2011. Coordinated training and presentations for adjusters and employer representatives regarding Medicare compliance. Managed key, service-sensitive accounts by participating in claim reviews with employer, broker, excess carrier while providing key updates that met insured's expectations. Performed quarterly quality-control audits.

2000 – 2004
Claims Examiner, ACE/ESIS
Managed all aspects of Workers' Compensation claims from onset to conclusion, while providing proactive solutions for quick resolution.

EDUCATION:
Las Positas College, Livermore, CA

CERTIFICATIONS:
California Self Insurance Certificate obtained 6/3/2006
Certified Experienced WC CA Handler current thru 7/2014
IEA – WCCA Certificate 2014

Eric Sorem, CPCU, AIM
Branch Manager
Portland, OR

PROFESSIONAL EXPERIENCE:

Gallagher Bassett Services, Inc., Portland, OR
2012 - present

Branch Manager
Responsible for managing all aspects of the Portland Branch for Gallagher Bassett. Oversees the 36 employees who handle Oregon and Washington Indemnity claims for Fortune 500 companies.

Sedgwick/Specialty Risk Services, Portland, OR
2006 - 2015

Team Leader
Specialty Risk Services/Sedgwick CMS. Team Leader, responsible for supervising the SRS operations in Portland and overseeing the handling of Oregon and Washington claims national accounts in all industries including; retail, transportation, and construction.

Safeco Insurance, Portland, OR
1995-2006

Product Line Manager
Served in multiple positions at Safeco from Senior Adjuster to Regional Manager for all WC operations in Oregon, Washington, Idaho, Montana, South Dakota, and Utah.

CERTIFICATIONS:

Oregon Workers' Compensation Certification, 1993.
CPCU, Chartered Property Casualty Underwriter, 2002
AIM, Associate in Insurance Management, 2003

EDUCATION

Oregon State University, Bachelor of Science, 1990

DARIN PURYEAR

Area President
Tacoma, WA
(253) 238-1126
darin_puryear@ajg.com
WA License #226197

QUALIFICATIONS

Darin is Area President of Gallagher's Property & Casualty group in the Pacific Northwest. Darin has 20+ years experience in commercial insurance, as both an insurance carrier and a retail broker. Darin has developed and managed large, complex risk transfer and programs, Large Deductible/Self Insured programs and captive development in a variety of industries.

As Area President, Darin's responsibility is for the overall fiscal management of the enterprise, producer recruiting, mergers & acquisitions, and facilitating the effective combination of Gallagher's national resources with those of the local offices for the benefit of our clients.

PROFESSIONAL BACKGROUND

Darin's career started as a commercial underwriter for Safeco Insurance Companies in Seattle, WA. Over 10 years, Darin held positions in underwriting and sales, ultimately leading sales as National Sales Manager for Safeco's Large Commercial Accounts division.

Darin joined Arthur J. Gallagher Risk Management Services, Inc. in 2004 as a Broker in the Tribal and Gaming/Hospitality practices. This team became the fastest growing brokerage team in the Tribal Gaming and Tribal Government space in the Western US. Working within this constantly evolving industry has proven to be extremely challenging and rewarding. In addition to his leadership role, Darin still works with some of the largest Tribal and Public Entity organizations in the Northwest.

EDUCATION

- Bachelor of Arts (Finance), University of Puget Sound
- Certified Insurance Counselor

ACTIVITIES, MEMBERSHIPS AND BOARDS

- Board Member – Boys & Girls Clubs of South Puget Sound
- Mentor – University of Washington School of Business – Sales Program

Elizabeth Miser, CPCU

Area Vice President
(253) 238-1165
liz_miser@ajg.com
WA License #203524

Qualifications

Elizabeth Miser is Area Vice President and Co-Manager of the Northwest Public Entities Division. She joined Gallagher in August 2007. Liz is responsible for several self-insured pools and various cities and counties within Washington State. Her responsibilities include marketing, negotiating, and implementation of the various insurance and reinsurance plans. Marketing of these programs has required her to meet with underwriters and clients in New York, Boston, and San Francisco.

Prior to joining Gallagher, Liz was the marketing manager for a major worldwide broker. She provided marketing assistance to both the public entity unit as well as the construction unit. One prime responsibility was agency relations. Liz negotiated agency contracts, reviewed insurer performance, and secured contracts with companies that underwrite our business. In addition, she managed a marketing staff of eight.

Liz also has experience with medical malpractice, having worked with a specialty broker in developing hospital business throughout the Western U.S. Liz was successful in developing insurance and risk management programs for several large hospitals. This experience has helped in addressing the potential malpractice exposures for a number of our public entities.

Her 25+ years of experience provide a solid foundation for dealing with the needs of our public entity clients.

Professional Certifications

- Chartered Property Casualty Underwriter (CPCU) as bestowed by the Insurance Institute of America

Memberships and Boards

- Associate member of the Northwest Chapter of PRIMA
- National member of AGRIP
- Principal of the AJG public entity niche

LORI HENDRY

Client Service Manager
(425) 586-1004
Lori_Hendry@ajg.com

QUALIFICATIONS

Lori Hendry came to Arthur J. Gallagher's Public Entity and Tribal Nations teams as a Client Service Manager in September 2015. She joins Gallagher with over thirteen years experience in the insurance industry. Lori is enjoying the opportunity to assist this interesting and diverse group of clients.

Prior to joining Gallagher, Lori worked as an Account Manager at McDonald Insurance Group handling a wide variety of commercial accounts. She was responsible for reviewing and analyzing her customer's property and casualty insurance needs in order to market, quote, place and service their insurance program. Building and maintaining professional relationships with her clients has been beneficial to both her producers and their clients.

Lori also worked on the wholesale side of the industry with the Casualty Group at Crump Insurance Services, a national brokerage firm. She assisted clients with their casualty insurance, whether it was for a contractor, manufacturer, retail business, or non-profit organization.

PROFESSIONAL CERTIFICATIONS & LICENSES

- Certified Insurance Counselor (CIC) designation from the National Alliance for Insurance Education & Research
- Licensed Property & Casualty and Life & Health Broker/Agent

MEMBERSHIPS AND BOARDS

- Member of the Society of Certified Insurance Counselors
- Redmond Chorale Board of Directors

KAZUMI TRIPP

Client Service Manager, Senior
Tacoma, WA
(253) 238-1129
Kazumi_tripp@AJG.com

QUALIFICATIONS

Kazumi is a Commercial Lines Account Manager for Arthur J. Gallagher Risk Management Services in the Public Entities Department. She joined Gallagher in March, 2014.

She has worked closely with a number of Public Entities clients over the years. She is responsible for developing and maintaining relationships with a variety of underwriters and clients throughout the United States.

Prior to joining Gallagher, Kazumi was Crest Insurance Group in Tucson, AZ for 7 Years and Aon Risk Services, Inc. of Hawaii for 13 Years.

KEY RESPONSIBILITIES AND EXPERIENCE

- Key Responsibilities
  - Respond to any and all client service needs
  - Back up Account Executives; Assist Account Executives with marketing and contract reviews
  - Prepare submissions; collect underwriting data; update schedules of insurance; prepare proposals; handle all aspects of ancillary coverages; issue binders and certificates; invoicing; and policy checking.
- Experience
  - Perform complicated premium allocations to meet client needs
  - 20+ years in Commercial Insurance
  - 7 Years in Commercial Lines Marketing
  - Aon – 13 Years

EDUCATION

- Bachelor of Arts, Hawaii Pacific University

CREDENTIALS AND CLIENTS

- Credentials
  - Certified Insurance Counselor (CIC)
  - Certified Insurance Services Representative (CISR)
  - Certified Risk Manager (CRM)
- Clients
  - Association of Washington Cities RMSA
  - Washington Counties Risk Pool

GUIDA MCCLAIN

Area Vice President
(253) 238-1165
Guida_mcclain@ajg.com
WA License #203524

QUALIFICATIONS

Guida is a Senior Surety Account Manager. She has been working for Arthur J. Gallagher Risk Management Services, Inc. since December 2002. She oversees and services the surety needs for three of AJG's offices - Bellevue, Seattle and Tacoma.

She is responsible for preparation of all necessary bond documents; Performance/Payment, Subcontract Performance/Payment, Release of Retainage, Subdivision, License Permit, Court, Notary, and Service Contracts bonds as well as any other bond that might be needed by our clients. She has her State of Washington Property and Casualty License. She has a strong understanding of the legal and financial requirements that are needed to obtain bonds that meet all of our customer's needs.

Guida has a strong working knowledge of the Surety Industry; including markets, trends, and underwriting guidelines. She has a strong long term relationship with surety underwriters who can depend on her in obtaining the proper information they need in order to underwrite the account and bond in question. She has obtain In-House Lines of credit from Surety Underwriters on certain contract accounts which provide her with the ability to write some bonds freely without having to contact the underwriter.

In addition to her surety experience, Guida has five years experience in wholesale and retail management. She has worked for the banking industries for six years starting as a teller and obtaining the position of Private Banking Assistant. She worked for a local Certified Public Accountant for one year and has been in private school administration for five years.

PROFESSIONAL CERTIFICATIONS

- Property & Casualty Broker/Agent's License

TIM CHACE, ARM, CFPS

Director of Risk Control
Bellevue, WA
(425) 454-3386
tim_chace@ajg.com

ENGINEERING FOCUS

Tim is responsible for the coordination of all risk control activities for Gallagher customers. In addition to performing surveys and service work directly for customers, Tim is also responsible for monitoring the risk control activities and services of our insurance carriers.

The risk control service activities that Tim performs include the evaluation of safety program effectiveness, training on safety program issues, and assistance with business interruption and contingency planning issues.

PROFESSIONAL BACKGROUND

Tim has been a Risk Control Consultant in the insurance industry for 24 years, servicing and surveying customers for all areas of safety including Workers Compensation, Property, General Liability and Fleet.

He worked for 2 Multi-Line, Fortune 500 Insurance Carriers prior to joining AJG in 2000.

- Liberty Mutual Insurance, Glastonbury, CT: 1989-1992
- Reliance Insurance Company, Seattle, WA: 1992-2000

He has serviced industrial and municipal clients including manufacturers, distributors, cities, towns & counties, as well as many school districts.

EDUCATION

- Bachelor of Science (Mechanical Engineering) – University of Massachusetts, Dartmouth
- Certified Fire Protection Specialist
- Certified Manager of Community Associations
- Associate in Risk Management

PROFESSIONAL AFFILIATIONS

- Member of the American Society of Safety Engineers – Risk Management Insurance Division
- Member of the National Fire Protection Association
- Member of the Society of Fire Protection Engineers
- Affiliated with Citizens Emergency Response Training
- Member of the National Safety Council
- Member of the Oregon Safety Council

JULIE MCCALLUM, ARM, AIC

Area Vice President – Workers Comp Specialist
Bellevue, WA
(425)-586-1040
julie_mccallum@ajg.com

QUALIFICATIONS

Julie's responsibilities as AJG's workers compensation consultant include oversight of our clients' workers compensation programs whether self-insured, deductible, guaranteed cost or state funded in multiple jurisdictions; to include USL&H and Jones Act exposures. In addition to actively participating in claim reviews, Julie takes initiative in providing high level expertise in complicated, high exposure claims.

Julie's work with a self-insured hospital resulted in a revamping of their workers compensation program and a reduction in losses per production hour of 290%.

As a former Regional Manager for a national Third Party Administrator, Julie has first hand knowledge of the claims administration business. This knowledge is invaluable during claim administration audits and with claim administration selection.

Julie monitors for large loss evaluation and tracking to excess carriers. She provides ongoing claim advocacy and continuous program monitoring and evaluating for program improvement.

Julie provides in depth data analysis to our clients for understanding of their true costs, trends and cost drivers.

For clients in need of internal guidance, Julie provides on-site staff training and monthly oversight in person meetings.

As the manager for AJG's service team, Julie sets performance requirements for the Claim Consultants and Loss Control. She monitors the work of the service team and effectively coordinates services for our clients.

EXPERIENCE

- 30 tears in workers compensation claims management
- 8 years property/casualty management

CREDENTIALS

- Associate in Risk Management (ARM)
- Associate in Claims (AIC)

PROFESSIONAL AFFILIATIONS

- Risk and Insurance Management Society
- Washington Self-Insurer's Association

Kristine A. Kelly, CPIW, AIC

Claims Manager
Tacoma, WA
(253) 238-1141
kris_kelly@ajg.com

Qualifications

With over 37 years in claims handling and oversight, Kris started her career in Los Angeles at Maryland Casualty Insurance Company (now Zurich North America). She has also worked in the Litigation Department of a Managing General Agency as well as an independent adjusting firm. Kris joined Persing, Dyckman & Toynbee, Inc. (PD&T) in 1977. PD&T joined Arthur J. Gallagher Risk Management Services, Inc. in December 2000.

Key Responsibilities

- Prompt reporting, follow-up and involvement in resolving claim matters for the best interest of AJG clients.
- Works closely with the Clients, Team Leads and Customer Service Managers in making sure everyone on the team is aware of claims activity and status.
- Worked with the various insurance claims departments to design claim programs best suited for those clients requiring special needs.

Education

- Bachelor of Arts, Eastern Washington University

Professional Designations

- Certified Professional Insurance Woman (CPIW)
- Associate in Claims (AIC)

DOROTHY M. GJERDRUM, ARM-P

St. Paul, MN 55108
952.358.7551 - office
651.303.6030 - cell
Dorothy_Gjerdrum@ajg.com

TITLE

Senior Managing Director of Public Sector
Arthur J. Gallagher Risk Management Services

SUMMARY OF QUALIFICATIONS

- 2014 Recognized as one of 25 "Women to Watch" in the insurance industry by *Business Insurance*
- 2012 Recognized by *Treasury & Risk* as a "Top 100" Leader in Finance and Risk
- 2012 Public Sector Power Broker – *Risk & Insurance Magazine*
- 2010 Public Sector Power Broker Finalist – *Risk & Insurance Magazine*
- 2009 Public Sector Power Broker – *Risk & Insurance Magazine*
- More than 25 years of public sector risk management experience
- Speaker, author, leader on Enterprise Risk Management in the public sector
- Member of the US Technical Advisory Group to ISO 31000 suite of standards and International Work Group delegate – Chair from 2008-2014

RESPONSIBILITIES

As Senior Managing Director of Gallagher Public Sector, Dorothy leads 300 Gallagher insurance brokers and specialists dedicated to public sector clients across the United States, focusing on issues of risk management, exposure identification, pool operations and enterprise risk management. In addition to leading the broker group, Dorothy provides ERM consulting and risk management services to select Gallagher public sector and higher education clients.

BUSINESS EXPERIENCE

Prior to joining Gallagher, Dorothy was risk manager of three self-insured pools for the New Mexico Association of Counties (NMAC). She has more than 25 years experience in public sector risk management and insurance.

During her tenure at NMAC, Dorothy developed loss-sensitive contribution and allocation formulas. She partnered with her insurance broker to provide new coverage programs for members, including injunctive relief, land use and special events and the Pool's first coverage document in order to clarify coverage exclusions and conditions of insurance. In response to rising losses, she developed individualized training sessions to address sexual harassment and management issues. She led a team that brought claims in house and developed a legal advice hotline, which saved the pools hundreds of thousands of dollars in the first year alone. As a founding board member of County Reinsurance, Limited, a captive excess insurance company formed to provide reinsurance to county association pools nationwide, Dorothy served as Board Member and Treasurer.

Dorothy was also a founding member and organizer of the New Mexico PRIMA Chapter, where she organized local and regional educational opportunities for school, city, county and state risk managers and safety personnel.

ERM Experience

Dorothy is a member of the U.S. Technical Advisory Group to ISO 31000, the international standard on the practice of risk management, and from 2008 through 2014, she served as Chair of the US TAG. She has been a delegate to numerous international Work Group meetings. Dorothy has also served on the RIMS Standards Comparison Committee and as curriculum advisor for the National Alliance.

In 2003, Dorothy partnered with the risk manager of the largest community college district in the U.S. to create an award-winning integrated program that unified traditional risk management and enterprise risk management.

Since 2003, Dorothy has presented many educational sessions on ERM and its application in the public sector at regional and national conferences: RIMS (regional and national), PRIMA (regional and national), URMIA (regional and national), WACUBO, AGRiP, STRIMA, NACUA, the IIA GRC, Infonex and for many Gallagher client groups. In 2014, she created education curriculum for PRIMA and URMIA on how to implement ERM using ISO 31000 for public sector and higher education organizations.

ERM implementation and consulting projects include the CO School Districts Self-Insurance Pool, the City-County of San Francisco, The University of Cincinnati, FL College System Risk Management Consortium, the U of CA system, Johnson County Community College District in KS and Maricopa County Community College District in AZ.

Professional Affiliations

AGRiP – Association of Governmental Risk Pools

IRM – The Institute of Risk Management

ISO 31000 Standard on the Practice of Risk Management – US Technical Advisory Group

PRIMA – Public Risk Management Association

RIMS – Risk and Insurance Management Society

Education

Bachelor of Arts, St. Catherine University, St. Paul, MN

ARM designation, Associate in Risk Management (ARM) designation, *Insurance Institute of America*

ARM-P, Risk Management for Public Entities designation, *Insurance Institute of America*

CIRM, International Certificate in Risk Management, The Institute of Risk Management

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
300 S. Riverside Plaza, Suite 1900
Chicago IL 60606

CONTACT NAME: Direct All Inquiries to Email
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Chi_Certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : XL Specialty Insurance Company	37885
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ARTHJGA113
Gallagher Bassett Services, Inc.
2 Pierce Place,
Itasca, IL 60143

COVERAGES

CERTIFICATE NUMBER: 1744415487 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			017011158	9/1/2015	9/1/2016	Each Wrongful Act	$20,000,000
B	Excess Errors & Omissions			ELU14069815	9/1/2015	9/1/2016	Aggregate	$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Clark County
1300 Franklin Street
6th Floor Suite 650
Vancouver WA 98666-5000 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
300 S. Riverside Plaza, Suite 1900
Chicago IL 60606

CONTACT NAME: Direct All Inquiries to Email
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Chi_Certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ARTHJGA113
Gallagher Bassett Services, Inc.
2 Pierce Place,
Itasca, IL 60143

COVERAGES

CERTIFICATE NUMBER: 740608

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			41GPP4938408	10/1/2015	10/1/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X SEE DOO						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability:

General Aggregate Per Location Subject to $10 Mil Policy aggregate.

CERTIFICATE HOLDER

Clark County
1300 Franklin Street
6th Floor Suite 650
Vancouver WA 98666-5000 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick Gallagher

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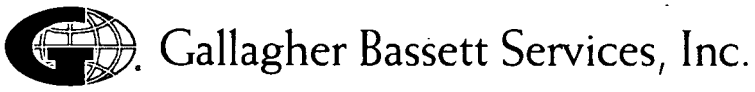
GB Client #: 003589



THIRD PARTY ADMINISTRATOR AGREEMENT

This Third Party Administrator Agreement ("Agreement") is made and entered into as of April 1, 2016 ("Effective Date") by and between **Gallagher Bassett Services, Inc.**, a Delaware corporation together with its subsidiaries and affiliates ("GB") with its principal place of business at Two Pierce Place, Itasca, Illinois 60143 and **Clark County, Washington,** with its principal place of business at 1300 Franklin Street, Vancouver, WA 98666-5000 ("CLIENT"). This Agreement will remain in effect until terminated in accordance with the terms below.

Section 1 DEFINITIONS:

Claim. Any report of injury or accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money.

MIR. Means Mandatory Insurer Reporting under SCHIP

SCHIP. Means State Children's Health Insurance Program

Services. Any report of injury or accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money is considered a claim. Subject to the provisions of this Agreement, GB shall handle those claim(s) GB is authorized and required to handle ("Qualified Claims"), in accordance with the current Service Instructions on file with GB, and the Costs & Terms which is hereby attached as Exhibit A attached hereto and incorporated herein. After the first year, subsequent year Cost & Terms shall be initialed by both parties and incorporated as further Exhibit As under this Agreement with no additional contracts to be signed.

Section 2 TERMS:

2.1 **Service Fees:** Fees billed by GB to CLIENT for or related to the services provided for in this Agreement. Such Service Fees shall include, but not be limited to, those fees provided for in Exhibit A which is incorporated herein and attached hereto. CLIENT shall pay the Service Fees and any and all other charges as provided herein and as billed by GB. CLIENT shall be responsible for and pay GB any and all applicable taxes, duties, and assessments, other than income tax to GB. Service Fees are payable by CLIENT immediately upon receipt of an invoice. GB reserves the right to charge and CLIENT agrees to pay the lesser of 1% per month, or the maximum legal rate, on balances unpaid by CLIENT after 30 days. Where applicable, GB shall reconcile the Claim counts at the 18th and 24th month from the inception date of the Agreement and annually thereafter. CLIENT shall pay GB any additional fees due or be entitled to a refund as a result of these reconciliations.

2.2 **Banking-SIMMS.** GB shall provide an on-line check data and banking arrangement through Citibank. The account will be funded by CLIENT or CLIENT'S carrier and maintained with a cash management program. GB will assist CLIENT in establishing the initial imprest or opening balance (sometimes referred to as escrow) of the fund by providing information based on paid loss history and similar factors. At no time will GB be required to provide any of its own funds for payment. If CLIENT fails to adequately fund as set forth above and as the funding balance approaches zero, GB may, upon notice, suspend banking (i.e., adjusters unable to issue new payments) to prevent the balance from going below zero. CLIENT agrees to indemnify, defend, and protect GB from any fines or penalties incurred as a result of the bank account being suspended due to CLIENT's failure to fund. GB reserves the right at any time to request CLIENT pre-fund any large payments that may deplete the imprest. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges and overdraft fees shall be the obligations of CLIENT or carrier and shall be paid by CLIENT or carrier upon demand by GB. In the event of cancellation or nonrenewal of this Agreement, CLIENT or carrier agrees to fund Citibank in an amount sufficient to fund all of CLIENT's outstanding obligations as they become due. As soon as CLIENT properly funds, GB will re-activate the bank account.

2.3 **SCHIP Reporting and Settlement Allocations.** GB or CLIENT's designated third party shall be responsible for doing all MIR reporting behalf of CLIENT. CLIENT acknowledges that the only way to make certain Medicare's interests are protected and CLIENT is insulated from future liability concerning any conditional or future medical payments made by Medicare is through an appropriate settlement allocation.

2.4 **Run In Claims.** For purposes of this Section, "Run In Claims" shall mean those Qualified Claims which arose prior to the Effective Date that will be managed by GB, as set forth on a claims run provided by CLIENT and agreed to by GB. Any closed Run-In claims will be accounted for by an inventory provided by CLIENT and the cost of storage of such claims shall be paid by CLIENT as billed by GB. Information required by GB, in hard copy or electronic format as required by GB, shall be completed by CLIENT and delivered to GB no less than 60 days prior to the Effective Date to obtain information that is critical to achieve a smooth transition of Claims. CLIENT shall provide to GB, in form and substance acceptable to GB, all electronic data and other information with respect to the Qualified Claims reasonably required by GB to facilitate compliance with obligations under MMSEA. CLIENT shall also take such other steps as are reasonably required by GB to facilitate compliance with obligations under MMSEA. CLIENT shall cause its prior claims administrator to conspicuously mark run-in claim files with information necessary or convenient for GB to attend to time-sensitive events, such as upcoming court deadlines and benefit or settlement payment due dates. All Run In Claims are priced and handled on a per claim per year open basis for the term of this Agreement, regardless of the pricing structure designated for newly-arising claims under this Agreement. Should any of the Run In Claims be Uncovered Claims, CLIENT represents that it is a qualified self insured in those states which require self insured status. CLIENT agrees to take full responsibility for the funding of all losses and allocated expenses relative to the Run In Claims. Those Qualified Claims which arose prior to the Effective Date and will be managed by GB under the Program, as

Our negligence

set forth on a claim run provided by CLIENT and agreed to by GB. Any closed run-in claims will be accounted for by an inventory provided by CLIENT and the cost of storage of such claims shall be paid by CLIENT as billed by GB. Additionally, CLIENT agrees to defend, indemnify and hold harmless GB with respect to any claim, demand, action, loss, cost and/or expense to which GB may be subjected as a consequence of or result of an error, omission, tort, intentional misconduct or any other negligence on the part of CLIENT or CLIENT's prior claims administrator. GB shall have not less than six months to review and coordinate Run In Claims, and CLIENT shall hold GB harmless from any claims handling errors within that time period with respect to Run In Claims.

Section 3 **Limitations on Liability.**

3.1 **GB Indemnification.** Subject to the limitations included in this section, GB agrees to defend, indemnify, protect, save and keep harmless CLIENT from any and all loss, cost, damage or exposure arising from (i) the breach of any covenant made by GB hereunder and (ii) the grossly negligent errors or omissions or intentional misconduct of GB including, but not limited to, GB's obligations to secure the services of a third party provider to assist CLIENT with research and protection of MMSEA related lien obligations, if any.

3.2 **CLIENT Indemnity.** CLIENT agrees to defend, indemnify, protect, save and keep harmless GB from any and all loss, cost, damage or exposure arising from (i) the breach of any representation, warranty or covenant made by CLIENT hereunder, (ii) the grossly negligent acts or omissions of CLIENT or intentional misconduct of CLIENT including but not limited to the timely and accurate remittance to GB of any information in CLIENT's possession required for MIR, (iii) acts or omissions by GB or vendors pursuant to direction from or by CLIENT, unless CLIENT is prohibited by applicable law from giving such direction, and (iv) the failure of GB or any other person or entity to report any claims that are not Qualified Claims. CLIENT further agrees to hold GB harmless for any expenses incurred related to the third party provider's services to assist CLIENT with its MMSEA obligations, if any.

3.3 **Cap on Liability.** CLIENT AGREES THAT THE MAXIMUM LIABILITY OF GB AND/OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES WITH RESPECT TO ANY CLAIMS OR CAUSES OF ACTION (WHETHER IN TORT, CONTRACT, STATUTE, GB'S DUTY TO INDEMNIFY OR OTHERWISE) IN ANY WAY RELATING TO OR ARISING OUT OF THIS AGREEMENT AND/OR ANY WORK, SERVICES, ACTS, ERRORS OR OMISSIONS OF GB AND/OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES PERTAINING IN ANY WAY TO THIS AGREEMENT, SHALL IN NO EVENT EXCEED (I) $250,000 WITH RESPECT TO ALL CLAIMS RELATING TO A SINGLE QUALIFIED CLAIM, AND (II) A TOTAL OF $1,000,000 WITH RESPECT TO THE SUM OF ALL CLAIMS RELATING TO EACH TWELVE MONTH PERIOD BEGINNING FROM THE EFFECTIVE DATE OF THIS AGREEMENT.

3.4 **Liability for Gross Negligence Only.** CLIENT AGREES THAT NEITHER GB NOR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY FOR FAILURE TO PERFORM OR FOR NOT PROPERLY OR

ADEQUATELY PERFORMING ANY SERVICES (with term "Services" as defined above) UNDER THIS AGREEMENT, UNLESS THE ACTS, ERRORS OR OMISSIONS OF GB RISE TO THE LEVEL OF GROSS NEGLIGENCE.

3.5 **Act of Others.** CLIENT agrees that neither GB nor any of its employees, agents or representatives shall have any liability for (i) any claims or causes of action based on Services performed (or failed to be performed) prior to the Effective Date, and/or (ii) any claims or causes of action based on acts, errors or omissions of any counsel, any vendors or any third parties selected or chosen by CLIENT.

3.6 **Certain Damages Excluded.** CLIENT AGREES THAT NEITHER GB NOR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES WILL HAVE ANY LIABILITY FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS.

3.7 **Failure to Settle.** Subject to any obligation in this Indemnification and Insurance Section, failure alone by GB to settle a Qualified Claim or loss within the Discretionary Settlement Authority shall not per se subject GB to liability to any party in the event of an adverse judgment entered by any court or the settlement of such Claim or loss for an amount in excess of such limit. GB shall have no liability or responsibility whatsoever with respect to any Claims that are not Qualified Claims.

look at the 1st one.

3.8 **Contractual Period of Limitation.** NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM (I.E., TORT, CONTRACT, STATUTORY OR OTHERWISE), ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY SERVICES (with term "Services" as defined above) MAY BE BROUGHT BY CLIENT ANY LATER THAN THE FIRST TO OCCUR OF (A) TWO YEARS AFTER THE ACCRUAL OF SUCH CLAIM OR CAUSE OF ACTION, OR (B) ONE YEAR AFTER CLIENT BECOMES AWARE OF THE ALLEGED ACT, ERROR OR OMISSION UPON WHICH SUCH CLAIM OR CAUSE OF ACTION IS BASED.

3.9 **Extension of Caps.** THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION ASSERTED BY OR ON BEHALF OF CLIENT OR ANY PERSON OR ENTITY CLAIMING TO BE AN ASSIGNEE OR BENEFICIARY OF OR SUCCESSOR TO CLIENT.

Section 4 Termination.

4.1 **Termination.** This Agreement may be terminated:

a. by either party, for any reason, on sixty (60) days prior written notice to the other party;

b. other than for CLIENT's failure to pay amounts billed as set forth in subsection (c) immediately below, in the event that one party is in default (the "Defaulting Party") under the terms of this Agreement, by the other party (the "Non-Defaulting Party"), provided the Non-Defaulting Party has given written notice of such default to the

Defaulting Party and the Defaulting Party has not cured such default within 10 business days following receipt of such notice; or

c. in the event that CLIENT fails to pay any amounts (as described in Exhibit A) within thirty (30) days following receipt of invoice for such amounts, such amounts include but are not limited to: (i) GB's service fee during the term of this Agreement; (ii) reconciliation billings; (iii) the service fee to continue handling claims past the termination date; or (iv) banking charges. After receipt of payment of all fees due, GB will then return all files to CLIENT in an orderly manner at cost of CLIENT.

d. After receipt of payment of all fees due, GB will then return all files to CLIENT in an orderly manner. Any costs associated with the transfer of files shall be the obligation of the CLIENT.

e. *To the extent Michigan workers compensation claims will be handled, the following terms shall apply:* During the term of the Agreement and as contractually obligated thereafter, GB shall be required to report claims to CLIENT's carriers and excess carriers as agreed by the parties. Either party may cancel this Agreement at any time, for any reason, by giving the other party written notice of intent to cancel at least sixty (60) days in advance, with a copy to The State of Michigan, Department of Labor, Bureau of Workers' Disability Compensation ("the State"). Subsequent to either party hereunder giving the other party notice of cancellation, CLIENT shall continue to pay GB for the claims services hereunder at the terms and rates in effect on the date notice of cancellation is given and as further set forth below. In the event the parties agree that GB will not continue handling pending Claims, GB will remain obligated to handle such Claims until or unless GB is relieved of that responsibility in writing by the State.

4.2 **Obligations Following Termination (Life of Partnership/Life of Contract).** *To the extent GB is handling Qualified Claims for Life of Partnership/Contract pricing, the following terms shall apply*: In the event of cancellation or nonrenewal of this Agreement, GB may continue to manage all pending run-off claims, and run-off claims incurred during the term but not reported prior to the date of termination if CLIENT pays GB a mutually agreed upon per claim per year open fee to continue handling open claims. Should CLIENT renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open claims not part of the renewed portions of the program shall be considered in run-off and subject to per claim per year open fees to be agreed upon by the parties. A reduced electronic RISX-FACS® reporting package will be provided at the CLIENT's expense, as appropriate. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Should no agreement be reached regarding these open claims, they will be returned to the CLIENT or forwarded to another party as designated by the CLIENT. Should the CLIENT elect to have the files returned to them, CLIENT agrees to reimburse GB for all payments made and subsequently paid by the bank, on behalf of the CLIENT, until all claims are closed within the RISX-FACS® system and all claim files have been returned to the CLIENT. GB will provide an electronic, tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of

termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

4.3 **Obligations Following Termination (Handle to Conclusion).** *To the extent GB is handling Qualified Claims for Handle To Conclusion pricing, the following terms shall apply*: In the event of cancellation or nonrenewal of this contract, GB will continue to manage all pending claims, and claims incurred during the term but not reported prior to the date of termination to a conclusion. Run-off services will be provided at a claims servicing branch selected by GB and a reduced RISX-FACS® reporting package will be provided at the CLIENT's expense. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Such run-off files may be handled by GB, according to proper claim handling practices, where and as determined by GB in its discretion. Should the CLIENT elect to have the files returned to them, CLIENT agrees to reimburse GB for all payments made and subsequently paid by the bank, on behalf of the CLIENT, until all claims are closed within the RISX-FACS® system and all claim files have been returned to the CLIENT. GB will provide an electronic, tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

4.4 **Obligations Following Termination (Life of Partnership/Life of Contract or Handle to Conclusion).** *To the extent Michigan workers compensation claims will be handled, the following terms shall apply*: In the event GB and CLIENT cannot agree to ongoing per claim per year open run-off fees, GB will so notify the State, and continue to service the Claims until the State has provided notice to both parties that a replacement Self Insured Claims Third Party Administrator has been approved to take over claim handling.

4.5 **Escheat.** Unless specified otherwise in the Cost & Terms, the parties acknowledge that any and all escheat and unclaimed property obligations of any type or variety lie with CLIENT and not GB.

4.6 **Confidentiality and Publicity.** All terms of this Agreement and any personal or client identifiable information relative to Qualified Claims are and shall remain confidential and shall not be disclosed to any person or entity by any party hereto without the express written consent of the disclosing party unless legally required to do so.

4.7 **Privacy.** GB shall maintain a policy respecting informational security that includes, but is not limited to, written guidelines for: firewalls, encryption of critical data while in transit, copying or duplication of data, encryption of critical data while in storage, physical security, periodic risk assessment and security audits. Upon request and no more than annually, GB shall provide CLIENT with a copy of its most recent audited statement of internal control over financial reporting.

4.8 **Record Retention.** GB will retain claim files in storage facilities or by electronic copy stored on GB servers for 10 years following closure of the Claim unless otherwise required by contract or law. Thereafter, it will be the CLIENT's responsibility to notify GB that CLIENT wants the files at CLIENT's expense. Otherwise GB can return files to the carrier, if applicable, or destroy the files at GB's option. Run In Claims sent to GB will be kept in

an "as is" format, will not be held by GB longer than 10 years and GB shall have no responsibility to track and store claim files for minors or those judicially ruled incompetent.

4.9 **Sole Claims Administrator.** During the terms of this Agreement and except as otherwise agreed to by the parties hereto, CLIENT agrees that GB shall be its sole claims administrator with respect to those Qualified Claims. CLIENT further agrees not to self-administer or engage any third party to adjust such Qualified Claims without GB's prior written consent.

4.10 **Waiver.** Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

4.11 **Conflicting Terms.** The parties agree that if there is any conflict between the terms of any applicable agreement between GB and CLIENT's insurer relative to the Program and the terms of this Agreement, the terms of the insurer's contract with GB shall prevail.

Gallagher Bassett Services, Inc.	Clark County, Washington
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

Clark County, Washington
Client #: 003589
4/1/2016 - 4/1/2017

PRICING OPTION: LIFE OF PARTNERSHIP
(Based on utilizing GBMCS)

Services Based on New Arisings	Est. Claim Frequency*	Per Claim Fee same as expiring	Projected Service Fee
Workers' Compensation			
Medical Only	49	$176	$8,624
Indemnity	45	$990	$44,550
Electronic Incident	1	$32	$32
Total Workers' Compensation:	**95**		**$53,206**
Ancillary Services			
Administration / Data Management			$5,748
Account Management (Designated)			Included
Banking Administration			$742
risxfacs.com - 2 users			Included
risxfacs.com - 2 additional users	2	$1,000	$2,000
Claim Reporting - Telephonic, Web, E-Fax	95	$28	$2,660
Risk Control Consulting Services (RCCS)			$5,880
Ancillary Services Total:			**$17,030**
Open Run-In Claims (page 2):			**$2,955**
Grand Total:			**$73,191**

New claims shall be billed monthly based on actual claims reports. Ancillary and Additional Service Fees shall be billed in one installment at the inception of the Service Term. This represents five one year renewable proposals where by per-claim rates would increase according to the following: 2016-17: 0%; 2017-18: 2%; 2018-19: 3%; 2019-20: 3%; 2020-21: 4%. There are also five renewable one year extensions at the county's option.

RUN-IN CLAIMS - ANNUAL CLAIM HANDLING FEES

Service	Projected Claim Frequency*	Per Claim Fee*	Total
Claim Type			
Indemnity - per claim / per year	5	$591	$2,955
Run-In Claims Total:	**5**		**$2,955**

Run in pricing is based on annual claim handling and NOT on Life of Partnership or Handle to Conclusion basis. Run in claim will never convert to Handle to Conclusion.

Run-in fees will be trued up once actual run-in claim count has been determined, with annual audits thereafter.

GB MANAGED CARE SERVICES

SERVICES	CHARGES
Fee Schedule (Bill Review / UCR)	$ 9.50 Per Bill
All Other Savings • **Enhanced Bill Review /Clinical Edits (ESS)** • **Clinical Validation/Nurse Review (CV)** • **Preferred Provider Networks (PPO)** • **Out Of Network (OON)** • **Specialty Networks/ Physical Therapy (PT)**	Included 30 % of Savings 30 % of Savings 30 % of Savings 30 % of Savings
Electronic Receipt of Medical Bills	$2 additional per bill in all applicable states
Telephonic Case Management	$75 Medical Triage $290 per Indemnity claim (each 30 days) $130 per Medical Only claim (one time)
Hospital Certification Program	$120 Inpatient Pre-Certification
Utilization Review Program	$105 Outpatient Pre-Certification
UR Physician Review	$270 per Review
Task Based Field Case Management • **Task 1: One Visit Task** • **Task 2: Two Visit Task** • **Task 3: Labor Market Survey** • **Task 4: Vocational Assessment** • **Task 5: Home Visit**	$530 per assignment $705 per assignment $635 per assignment $590 per assignment $660 ($730 in CA) per assignment
Medical Case Management and Vocational Rehabilitation – Hourly	$ 92 per hour plus expenses $ 103 per hour – AK, CA, HI, NY
Priority Care 365	Not Applicable
Texas HCN Service Options	Not Applicable
West Virginia MHCP Service Option	Not Applicable

GB MANAGED CARE SERVICES

SERVICES	CHARGES
California MPN Service Option	Not Applicable
Illinois PPP Service Option	Not Applicable
New York PPO Service Option	Not Applicable
Medical Cost Projection (MCP) and Clinical Recommendations	$125 per hour
Pharmacy Benefit Management (PBM) – Vendor	First Script Cost of prescriptions – no charge for Bill Review or PPO reductions for PBM transactions
Pharmacy Benefit Management (PBM) – Ancillary Services	Injured Worker Outreach - Yes
Rx Peer to Peer Review (P2P)	$290 per review
Rx Drug Utilization Assessment (DUA)	$575 per DUA
Return to Work Coordinator (Injury Coordinator)	Not Applicable
DMEplus-Durable Medical Equipment (DME)Program	First Script Cost of medical equipment – no charge for Bill Review or PPO reductions for Prospective DME transactions
Dental Review Program	Charged on a per review basis
OSHA Reporting	Not Applicable Includes set-up, OSHA access & unlimited OSHA logs and summaries
Other	
Taxes	All applicable taxes will be added to the service fees where required

Client and GB agree as follows: If another preferred managed care vendor other than Gallagher Bassett Managed Care Services is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of Managed Care vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

OTHER SERVICES

SERVICES	CHARGES
risxfacs.com - Additional Users	$1,000 per user
GB International Claims Services	Varies by Country (pricing provided upon request)
Consultative Services	
Loss Control Consulting Services	$140 per hour
Appraisal Services	TBD
Fraud Prevention – Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU	$85 per hour plus expenses
Surveillance Investigations	$70 per hour plus expenses
Targeted Field Investigations	$80 per hour plus expenses
Targeted Database Investigations	Rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for resolution managers/counsel	2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel unless client elects to fund.
5 client licenses for Legal Analytics platform	
Attorney-led invoice compliance review	
MedInsights MSA *(This pricing is for MedInsights services only. If another vendor is selected, then other pricing applies)*	
Workers Compensation Medicare Set-Aside Allocation (WCMSA)	$2,300 per allocation
Rush Fees (MSA completed within 7 days)	$450 per case
Revisions:	$150 per hour (One free revision within six months of submission)
Liability Medicare Set-Aside Allocation (LMSA)	$2,300 Fee
MSA Submission to CMS	$850 Fee
Gallagher Bassett Compliance Services (GBCS) *(The following pricing is for GBCS services only. If another vendor is selected, then other pricing applies)*	
Conditional Payment Research (CPR)	$200 Flat Rate
Conditional Payment Negotiations (CPN)	$375 Flat Rate
Secure Final Demand for Settlement (SFD)	$250 Flat Rate
Bundled CP Resolution Services	$700 Flat Rate
Benefit Coordination & Recovery Contractor Notification	$45 Flat Rate
Medicare Eligibility Inquiry (MEI)	No Charge
SSDI Verification	$175 Flat Rate
Release / Settlement Agreement Review	$250 Flat Rate
Lien Resolution (Advantage Plan, Medicaid, Part D)	$500 Flat Rate per Lien Resolution

Taxes All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Audit Terms: Actual
   - Actual – Claims will be billed monthly for the first 18 months and then at the 24th and then every 12 months thereafter.

2. Billing and Payment Terms: Fees will be billed Annually during the calendar year. Fees are payable within 30 days upon receipt of the invoice. Gallagher Bassett reserves the right to charge 1% per month, or the maximum legal rate, on balances unpaid after 30 days.

3. Claim Pricing Terms:
   LIFE OF PARTNERSHIP:

   *Please see Claim Charges outlined in footnote 7 under Program Specific Terms and Conditions.

   Claims will be handled for the life of the partnership with no additional per claim fees. If you should decide to non-renew all or a portion of your program, the existing open files can be handled in one of the following two ways:
   - GB would continue to handle the open files at our prevailing rate fees per year per open file.
   - GB would return the files to the client (contingent upon Carrier approval) at the client's expense.

   Note: *There will be additional charges for ongoing Data Management* (RISX-FACS®), risxfacs.com users, Administration, Banking fees and monthly reports for as long as GB handles claims.

   The above fees are subject to Gallagher Bassett's annual non-refundable minimum claim handling fee of $15,000.

   There may be an additional fee charged by the carrier(s) for data transfers as a pass-through to client.

   RUN-IN:

   *Please see Claim Charges outlined in footnote 7 under Program Specific Terms and Conditions.

   Run In pricing is based on annual claim handling and NOT on Life of Partnership or a Handle to Conclusion basis. Run In claims will never convert to Handle to Conclusion.

   Run-in fees will be trued up once actual run-in claim count has been determined, with annual audits thereafter.

   There may be an additional fee charged by the carrier(s) for data transfers as a pass-through to client.

4. Account Administration includes the following:
   - Designated Account Manager
   - Detailed Status Reports @ $50,000
   - Settlement Authority @ $25,000 (new money)
   - Two Claim Reviews a Year and One Audit
   - Acknowledgement Letter to claimant

5. Data Management includes the following:
   - New Claim Setup
   - Historical Claims
   - Monthly Report by Email or the Website
   - Carrier Report Package by Email or Website

6. Pricing is based on using GB Managed Care (GBMCS) or MedInsights for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.

7. Claim Charges: The Claim charge is applicable per claim per line of coverage.
   - Example: A client employee during working hours is involved in an automobile accident with another vehicle with two occupants. Both occupants were injured, both cars were damaged and our client employee was injured. The claims handling charges (example only) will be:

Claimant #1 - Auto Liability Bodily Injury	$2,000
Claimant #2 - Auto Liability Bodily Injury	$2,000
Claimant Owner - Auto Liability Property Damage	$1,000
Client – Workers' Compensation	$2,500
Client – Auto Physical Damage	$700
	$8,200

The total GB fee for this one occurrence is $8,200 to adjust the accident. Specific claim charges by claim by line of coverage are normal practice in our industry.

8. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

9. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent resolution managers for Catastrophes - If applicable, following any significant Property loss as a result of a single event (i.e., hurricane, tornado, flood, earthquake, etc), GB reserves the right to retain outside resources (resolution managers) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. Material Change - GB reserves the right to modify its fees upon sixty (60) days prior notice to CLIENT if:
    a. It is determined that the historical data upon which GB's fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement
    b. During the term of the Agreement, legislative and/or regulatory requirements materially impact or change the scope of GB's services or responsibilities
3. Taxes - All applicable taxes will be added to the service fees where required
4. Allocated Expenses: Shall be your responsibility and shall include, but not be limited to:
    - Legal Fees
    - Medical Examinations
    - Professional Photographs
    - Travel made at client's request
    - Costs for witness statements
    - Court reports
    - Medical records
    - Accident reconstruction
    - Experts' rehabilitation costs
    - Chemist
    - Fees for service of process
    - Collection cost payable to third parties on subrogation
    - Architects, contractors
    - Engineer
    - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
    - Police, fire, coroner, weather, or other such reports
    - Property damage appraisals
    - SIU, surveillance and sub rosa investigation
    - Official documents and transcripts
    - Pre- and post-judgment interest paid
    - Outside Investigation
    - Subrogation at 15% of gross recovery
    - Index Bureau Reporting - $10 per report / Includes Indemnity and Medical Only
    - Second Injury Fund Recovery
    - Data Intelligence Self-Service Reports
    - Managed Care - Managed Care services may include, but are not limited to:
        i. Preferred provider organization networks
        ii. Utilization review services
        iii. Automated state fee scheduling
        iv. Light duty/return-to-work programs
        v. Medical case management and Vocational rehabilitation network
        vi. Prospective injury management services
        vii. Hospital bill audit services

DEFINITIONS

Workers Compensation - Medical Only Claims
A medical only claim is a work-related Claim that meets the following criteria: (i) payments for either indemnity or vocational rehabilitation were not required, (ii) the Claim has not become contested or in suit, (iii) investigation to determine compensability or subrogation requirements was not required, (iv) no loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement authority approvals were required, and (v) payments on the Claim have not exceeded $2,500.

Workers Compensation - Indemnity Claims
An indemnity claim is a Workers Compensation claim that is not a Medical Only Claim.

Incident - Electronic and Manual
An Incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the Incident and make a courtesy call [if necessary] to determine if it is a claim or Incident. GB will have full discretion in the determination and handling of these Incidents and/or their conversion into claim status.

Attachment A – Cover Sheet
Gallagher Bassett Services, Inc.

General Information:

Legal Name of Applicant Agency **Gallagher Bassett Services, Inc.**

Street Address **P.O. Box 4040**

City **Sacramento** State **CA** Zip **95812**

Contact Person **Shannon McVey** Title **Account Manager**

Phone **(916) 576-8239** Fax **(844) 761-9260**

Program Location (if different than above) **4550 SW Kruse Way, Suite 155**
Lake Oswego, OR. 97035

Email address **Shannon McVey@gbtpa.com**

Tax Identification Number **36-3365500**

ADDENDUM: NONE

Proposer shall insert number of each Addendum received. If no addendum received, please mark **"NONE"**.

No._____ Dated:_____ No._____ Dated:_____ No._____ Dated:_____.

NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.

Does the proposal comply with the requirements contained within the RFP? A "No" response may disqualify the proposal from further consideration.

☒ Yes ☐ No

Did outside individuals or agencies assist with preparation of this proposal?

☐ Yes ☒ No *(If yes, describe.)***

Total Funds Requested Under this Proposal
$ Service Fees - $73,191 (refer to Cost & Terms provided with RFP #704

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

Shannon McVey 11/25/2015

Signature, ***Administrator of Applicant Agency*** Date

Attachment A – Cover Sheet
Arthur J. Gallagher Risk Management Services, Inc.

General Information:

Legal Name of Applicant Agency: **Arthur J. Gallagher Risk Management Services, Inc.**

Street Address **1501 Market Street # 250**

City **Tacoma** State **WA** Zip **98402**

Contact Person **Elizabeth Miser** Title **Area Vice President**

Phone **(253) 238-1165** Fax **(253) 572-1430**

Program Location (if different than above) **Same**

Email address **Elizabeth_Miser@ajg.com**

Tax Identification Number **36-2102482**

ADDENDUM: NONE

Proposer shall insert number of each Addendum received. If no addendum received, please mark **"NONE".**

No._____Dated:_____No._____Dated:_____No._____Dated:_____

NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.

Does the proposal comply with the requirements contained within the RFP?
A "No" response may disqualify the proposal from further consideration.

☒ Yes ☐ No

Did outside individuals or agencies assist with preparation of this proposal?

☐ Yes ☒ No *(If yes, describe.)***

Total Funds Requested Under this Proposal $ $120,000 or carrier commission not to exceed 15% annually

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

Elizabeth Miser 11/25/2015

Signature, ***Administrator of Applicant Agency**** Date

Company ID Number: 87458

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Arthur J. Gallagher and Company** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 87458

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 87458

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Arthur J. Gallagher and Company

Pam Wilfong	
Name (Please type or print)	Title
Electronically Signed	**01/08/2008**
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 87458

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**01/08/2008**
Signature	Date

Company ID Number: 87458

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: **Arthur J. Gallagher and Company**

Company Facility Address: **The Gallagher Centre**
Two Pierce Place
Itasca, IL 60143-3141

Company Alternate Address:

County or Parish: **DU PAGE**

Employer Identification Number: **522200060**

North American Industry Classification Systems Code: **524**

Parent Company: **Arthur J. Gallagher and Company**

Number of Employees: **5,000 to 9,999** Number of Sites Verified for: **291**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- LOUISIANA 11 site(s)
- UTAH 5 site(s)
- MARYLAND 3 site(s)
- HAWAII 3 site(s)
- WYOMING 1 site(s)
- RHODE ISLAND 3 site(s)
- NEW HAMPSHIRE 1 site(s)
- ARKANSAS 3 site(s)
- GEORGIA 9 site(s)
- NEBRASKA 1 site(s)
- OREGON 2 site(s)
- MINNESOTA 8 site(s)
- WASHINGTON 6 site(s)
- IDAHO 2 site(s)
- KENTUCKY 5 site(s)
- NORTH CAROLINA 7 site(s)
- VERMONT 1 site(s)
- FLORIDA 22 site(s)
- PENNSYLVANIA 12 site(s)

Company ID Number: 87458

•	OHIO	6	site(s)
•	WISCONSIN	6	site(s)
•	INDIANA	5	site(s)
•	NEVADA	1	site(s)
•	NEW YORK	19	site(s)
•	NEW JERSEY	11	site(s)
•	NEW MEXICO	1	site(s)
•	SOUTH CAROLINA	4	site(s)
•	KANSAS	1	site(s)
•	IOWA	4	site(s)
•	MASSACHUSETTS	6	site(s)
•	OKLAHOMA	7	site(s)
•	CALIFORNIA	28	site(s)
•	MISSISSIPPI	1	site(s)
•	CONNECTICUT	5	site(s)
•	MAINE	1	site(s)
•	VIRGINIA	4	site(s)
•	COLORADO	3	site(s)
•	MICHIGAN	7	site(s)
•	MISSOURI	13	site(s)
•	ALABAMA	2	site(s)
•	ARIZONA	4	site(s)
•	TEXAS	25	site(s)
•	TENNESSEE	7	site(s)
•	ILLINOIS	15	site(s)

Company ID Number: 87458

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Robin Kerr**		
Telephone Number:	**(630) 285 - 3777**	Fax Number:	**(630) 285 - 3997**
E-mail Address:	**robin_kerr@ajg.com**		

2015

Clark County, WA

RFP #704

PROFESSIONAL, TECHNICAL, AND EXPERT SERVICES

CLARK COUNTY WASHINGTON

RESPONSE TO REQUEST FOR PROPOSAL FOR

RISK MANAGEMENT, BROKERAGE, AND INSURANCE SERVICES

PRESENTED BY

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES

&

GALLAGHER BASSETT SERVICES, INC.

Elizabeth Miser
Area Vice President
Arthur J. Gallagher & Co.
1501 Market, Suite 250
Tacoma, WA 98402
elizabeth_miser@ajg.com

Shannon McVey
Account Manager
Gallagher Bassett Services, Inc.
PO Box 4040
Sacramento, CA 95812-4040
shannon_mcvey@gbtpa.com

Attachment B – Letter of Interest

N/A
Arthur J. Gallagher & Gallagher Bassett are on plan holder list.

Legal Name of Applicant Agency _____

Street Address _____

City_____ State_____ Zip _____

Contact Person_____ Title _____

Phone_____ Fax _____

Program Location (if different than above) _____

Email address _____

>- *All proposers are required to be included on the plan holders list. If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion.*

In the body of your email, request acknowledgement of receipt.

Email Attachment B to: Beth.Balogh@clark.wa.gov

Clark County web link:
http://www.clark.wa.gov/general-services/purchasing/rfp.html

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

Executive Summary

Arthur J. Gallagher & Co. is a publicly traded company on the New York Stock Exchange and we invite you to visit our website at www.ajgrms.com.

Arthur J. Gallagher Risk Management Services, Inc. is the Retail Brokerage Services Division of Arthur J. Gallagher & Co. Gallagher Tacoma and Gallagher Irvine are part of the Broker Service Division.

Gallagher has been in business for over 86 years and has provided insurance brokerage services to public entities for the last 40+ years. We believe our long-term relationship with the markets and the services we provide compliment and support the County's risk management needs and supports the County's strategic plans, goals and objectives. It is our goal to provide superior risk financing mechanisms and risk management services to the County while protecting the financial viability of the County.

Arthur J. Gallagher & Co At A Glance	
Founded	1927
Revenue	Over $3.2 billion in total revenues
Employees	Over 20,000
Sales and Service Offices	Over 500 offices internationally
Public Sector Locations	Over 30 Offices Over 325 Sales and Service Professionals
Approximate Number of Clients	Over 18,000 Public Sector and School Clients

Nationwide, Gallagher represents 18,000 public entities; over 1,000 cities; 25 state governments; 13,000 K-12 schools (public and private); 125 public entity risk pools; and over 600 colleges and universities (public and private).

Brief History

Since being founded in 1927, Gallagher has been at the forefront of providing innovative programs for our public entity clients. To this day, the company is still run by the founding family. In 1938, Gallagher designed the first retrospective rating program, which gave customers credit for holding down their losses, and in 1963 we broke new ground by forming the first non-workers' compensation self-insurance program. Gallagher went on to develop the first fronting company arrangement to provide needed proof of insurance. Gallagher's experience with public entities dates back to the 1970's in which Gallagher designed the first multi-line "protected self-insurance program" (a single policy providing both specific and aggregate protection) for public entities.

Gallagher Bassett was founded in 1962. For more than 50 years, Gallagher Bassett has been lowering our clients' costs of risk through flexible, tailored, high-quality risk management programs. No one else customizes and adapts their risk management service offerings to your needs the way we do. Most importantly, we combine practicality and proven methodology with creativity to produce effective risk management solutions. Municipal programs are Gallagher Bassett's second largest sector of business. We serve 100 public entity clients out of 76 national offices having administered nearly 20,000 claims in 2014 for this sector.

APPENDIX A
INSURANCE BROKER OF RECORD

Necessary Prequalification's:

1. Licensed in the State of Washington.
   Arthur J. Gallagher is licensed in Washington State. We have included a copy of our Washington Broker's license.

2. Five years in business as a firm.
   Our firm exceeds the qualification having been established in Tacoma, Washington in 1945.

3. Annual premium volume over $50,000,000 excluding personal lines.
   We exceed this qualification with over $185 million in premium for the Pacific Northwest offices alone.

4. Two qualified principals or account persons, each with a minimum of five years' experience in commercial lines, or CPCU or ARM designation.
   Elizabeth Miser, CPCU has over 25 years' experience with commercial lines.
   Darin Puryear, over 20 years experience

5. Experience in developing and supporting risk management programs.
   Liz has been working with Public Entities almost exclusively over the past 10 years. During this time she has worked with Public Entity Pools, various states, schools, cities and counties.

   She as developed stop loss cash flow programs, structured significant layered and quota shared programs and recently was successful in achieving price reductions while broadening coverage for an airport fueling consortium. A significant reason Gallagher is so successful with the Public Entity sector is due to the commitment both locally and nationally within the organization. The Washington office has access to the resources both locally and nationally such as the ERM and ISO 31000 expert Dorothy Gjerdrum, who provides consulting and risk management services.

   Gallagher focuses on various niches and of those the Public Entity divisions is by far the largest.

6. Evidence of insurance agents Errors and Omissions insurance with minimum limits of $1,000,000 per occurrence.
   Gallagher's Certificate of Insurance is provided with our response.

7. At least three years' experience with at least two accounts from the public sector, each with annual premiums of $500,000 or more.
   Both the Association of Washington Cities Risk Management Service Agency and the Washington Counties Risk Pool exceed this requirement, in premium and tenure.

8. Agreement to prepare an annual report for Clark County, including a detailed accounting of those commissions earned (direct and contingent) on the account, a cumulative three-year premium and loss record and observations on appropriate changes in the market.
   Gallagher will continue to provide an annual report that will illustrate the prior years services and results. This will include full disclosure of all commissions or fees received, summary of coverages, loss history and loss control services provided. In addition it will look forward to review the market conditions and market trends as we see them developing.

APPENDIX B

SPECIFIC FUNCTIONS OF THE BROKER OF RECORD

1. Act as intermediary in the negotiation of insurance rates with qualified companies.
2. Maintain contact with both the insurance companies and insured.
3. At least semi-annually, review and discuss current policies in effect with respect to market changes, changes in Clark County, exposure to risk, acceptable levels of retention, evaluation of cost comparisons versus deductibles and any new possibilities.
4. Annual premium/cost and insured loss report.
5. Claims and report assistance.
6. Consultation services for analysis of risk retention.
7. Loss control and risk management assistance (40 hours annually).
8. Public relations support in dealing with those pressing claims.
9. Attend Risk Management meetings when required.
10. Provide actuarial study of Liability and Workers' Compensation reserve funds every other year as required by GASB, with recommendation of premium assessment to each department.
11. Other services as required, see "Appendix A" and Statement of Work.

The above functions will be provided as part of Gallagher's normal broker services.
However #10 falls outside normal broker services and can be available for additional cost as outlined under II Remuneration.

Gallagher Bassett Services, Inc.
Section 1B Work Requirements, Scope of Work

Gallagher Bassett has reviewed Section 1B (9 pages) and will comply with the Workers' Compensation Claim Administrator Standards as outlined. Our response in this section is brief in order to comply with the 15 page maximum requested via the RFP.

PART II

RENUMERATION

Fees and Commission: **Broker Services - carrier commissions not to exceed 15% per annum.**

Gallagher Bassett Service Fees - $73,191 (refer to Cost & Terms provided with RFP #704 for full pricing detail)

Services Include:

Broker Services as outlined in RFP #704

Third Party Claims Administration services on behalf of Clark County.

Hours (if applicable)

1. 40 hours loss control services

2. TPA WC Claim Review

Additional Services:

ESTIMATED ACTUARIAL SERVICES FEE

Option 1 is a one line analysis which is a reserve review, loss projection, and cash flow.

Option 2 is a three line analysis with the same project parameters. The cost assumes that the data is available electronically and in a format that can be manipulated.

1. $5,000

2. $10,000

This contract will be for five (5) years, commencing April 2016 with five (5), one (1) year optional extensions.

Shannon McVey

Authorized Signature

BROKER/RISK CONSULTANT QUALIFICATION QUESTIONNAIRE

Please complete this questionnaire based on activities of your office, unless the question asks otherwise. If expertise from other offices will be used in servicing our requirements, please specify these services, the offices, and personnel to be involved. In this case if Brokerage Office is Parent and Worker's Compensation is subsidiary.

Date: **November 13, 2015**

1. Name of Firm: **Arthur J. Gallagher Risk Management Services, Inc. ("Gallagher") & Gallagher Bassett Services ("GB")**

   Address: **1501 Market Street #250, Tacoma, WA.**

   Zip: **98402** Phone: **(253) 238-1164**

   Fax: **(253) 572-1430** Date Established: **1947 (AJG) / 1962 (GB)**

2. Identify your senior management:

Name	**Darin Puryear**
Title	**Area President, Arthur J. Gallagher Risk Management Services, Inc.**
Professional Qualifications	**CIC designation, Licensed P&C Broker. BA Finance, University of**
Expertise	**Darin leads the Pacific Northwest offices for AJG's Property & Casualty practice. These offices place in excess of $185 million in annual premiums with approximately 70 team members. Specialties include Public Entities, Real Estate, Healthcare, Marine and Construction, among others.**
Years of Experience	**21 years of Commercial P&C Insurance experience both as a carrier and a broker.**

3. Annual gross income of your Firm

   Premiums: **$185 million (Local), $12 billion (Corporate)**
   $664 million (GB)

4. Define the insurance coverage you carry to protect yourselves and your clients as follows:

	Limit	Insurer
Professional Liability	**$20,000,000**	**Lexington Insurance Co. & XL Specialty Insurance Co.**
General Liability	**$1,000,000 Occurrence** **$3,000,000 Aggregate**	**Arch Ins. Co.**
Auto Liability	**$3,000,000 Combined Single Limit**	**Arch Ins. Co.**
Workers Compensation	**State of Washington Statutory** **Employers Liability - $1,000,000**	**Arch Ins. Co**

   Will you provide certificates of insurance if requested? [**X**] Yes [ ] No

5. We comply with the requirements of the Equal Employment Opportunity Act, as amended (if applicable).
   [**X**] Yes [ ] No

6. Primary contact. The following principals will be assigned primary responsibility:

Arthur J. Gallagher Risk Management Services, Inc. (Gallagher):

Name	**Elizabeth Miser**
Title	**Area Vice President**
Professional Qualifications	**CPCU**
Expertise	**Commercial Property & Casualty insurance placement**
Years of Experience	**25 plus years**

Background (include expertise in handling public entities):

Liz Miser has been with Gallagher since 2007 and prior to joining Gallagher managed the marketing department of another national broker in the Seattle area. A considerable amount of her book of business has centered around governmental and Public entities. This includes working with both County and City Pools and addressing areas of their MOC documents and Reinsurance programs. Structured property placements and layered and quota shared programs is where Liz shows proven creativity and proficiency.

As a principal of the Gallagher Public Sector, Liz participates in various associations such as, PRIMA, AGRIP and STRIMA and has earned her CPCU certification. She was a Risk & Insurance Magazine "Power Broker" in the Public Sector in 2013.

Gallagher Bassett Services, Inc. (GB):

Name	**Eric Sorem**
Title	**Branch Manager**
Professional Qualifications	• **20 years of Claims Supervision experience** • **Certified in OR/WA claims administration** • **Managed multiple jurisdictions including; OR/WA/ID/MT/AK** • **CPCU, Chartered Property Casualty Underwriter and AIM, Associate in Insurance Management**
Expertise	**Claims Administration/Management**
Years of Experience	**23**
Name	**Shannon McVey**
Title	**Account Manager**
Professional Qualifications	**15 years industry experience; has held positions both as claims technician and as account manager. Multi-jurisdictional knowledge.**
Expertise	**Claims Administration/Account Management**
Years of Experience	**15**

Background (include expertise in handling public entities):

Eric Sorem has oversight of the office where Clark County's claims team resides. He has nearly 25 years in the industry, is certified in OR/WA claims administration and holds a CPCU title. His claims team consists of 34 resolution managers and technical staff. This office has managed the Clark County claims since inception of the program in 2008.

Shannon has held positions both as a claims examiner and as an account manager. Her book of business includes public entity business. She excels at customer service by being responsive to her clients, assisting with questions regarding claims handling, and is the liaison between the claims branch, our clients, and Gallagher Bassett corporate resources.

7. Primary support staff: The principals will be supported by the following persons in the following areas (please include their professional qualifications and educational backgrounds).

Arthur J. Gallagher Risk Management Services, Inc.:

Name	**Lori Hendry**
Professional Qualifications	**CIC, Licensed Property Casualty Broker**
Education/Background	**13 years working in the insurance industry and handles the client service needs including marketing, proposal presentations and daily client services.**

Please refer to the Organizational Chart for the entire AJG team.

Gallagher Bassett Services, Inc.:

Please see our branch profile for Lake Oswego as part of our response. (See Appendix II).

8. Can facility inspections be made by your staff? [**X**] Yes [ ] No Suggested frequency of inspection:

Upon renewal of broker services your Gallagher account executive and loss control personnel will meet with Clark County Risk Management to outline a plan. This plan will determine what facilities are most critical and a schedule will be developed from there. Tim Chace is our local loss control expert and his services are included in our remuneration. Depending on the level of detail and time needed for each inspection will determine the frequency of these inspections.

9. How often will you review claims and reserves?

All claims are maintained on an electronic diary system and are reviewed at least every 30 days. Each time a claim is reviewed, reserves are also reviewed for adequacy.

10. Do you have an in-house computer based loss recording and analysis system?

[**X**] Yes [ ] No

If not, what services do you use?

11. Describe your internal loss prevention engineering capabilities including number of specialists, their areas of expertise, their availability, and their cost.

	# of Specialists	Area of Expertise	Availability	Cost
Fire Prevention	**5**	**Fire Prevention**	**TBD**	**$135/hour**
Boiler & Machinery	**80+**	**Boiler & Machinery**	**TBD**	**$135/hour**
Personnel Safety	**80+**	**Personnel Safety**	**TBD**	**$135/hour**
Industrial Hygiene	**10**	**Industrial Hygiene**	**TBD**	**$135/hour**
Chemical Safety	**10**	**Chemical Safety**	**TBD**	**$135/hour**
Environmental Protection	**10**	**Environmental Protection**	**TBD**	**$135/hour**
Security	**5**	**Security**	**TBD**	**$135/hour**
Liability Claims Adjustment	**N/A**	**N/A**	**N/A**	**N/A**

12. a. What risk and loss control services do you contemplate being provided by insurers?

Both your property and equipment breakdown insurers will provide loss control/engineering services. First, your equipment breakdown insurer will complete jurisdictional inspections of boilers that are required by the State of Washington. This is a safety issue with no cost incurred by Clark County. Your property underwriter will also review selected locations for fire safety and adequacy of any sprinkler systems. In addition, Lexington, your current property insurer offers additional engineering services which are agreed upon by both Clark County and Lexington.

If the County is considering constructing a new building, the property insurer has offered to review the plans for proper fire and earthquake safety.

b. How frequently and in what manner do you propose to review and monitor these services?
These services are monitored continuously by your Gallagher service team. When new reports are generated our Loss Control support will review and make any comments he deems necessary as to the reasonableness of the recommendations coming from the insurer. He is also available to Clark County to help with questions or responses.

At least once a year during our annual planning sessions we will discuss at length with Clark County the coming years objectives and how Gallagher's loss control services can be implemented in helping achieve those objectives.

13. Can your staff provide training services in risk and loss control?
[**X**] Yes [ ] No If yes, please describe:
We can provide various training such as:

- **Contract Administration**
- **Accident Investigation**
- **Implementing & Participating in Safety Committee Meetings**
- **Contract Review**
- **Driver Training**
- **Safety Procedure Reviews**
- **Various loss control papers and webinars**
- **Additional Training to be determined through discussions with Clark County**

14. Clients. Please list by name, approximate annual premium (if not confidential), and services rendered to five public entity accounts with annual insurance premiums (including workers' compensation) in the $1,000,000 plus range.

Name	Amount
A. **State of Alaska**	**Excess of $1,000,000 premium**
B. **Washington Counties Risk Pool**	**Excess of $1,000,000 premium**
C. **Association of Washington Cities Risk Management Service Agency**	**Excess of $1,000,000 premium**
D. **Muckleshoot Indian Tribe**	**Proprietary Information**
E. **Advantage Workers Compensation Insurance Co.**	**Proprietary information**
F. **City of Savannah**	**Proprietary information**

*** Exact premiums are confidential to our clients.**

15. References. Provide the names, contacts, addresses, and phone numbers of at least three references from the foregoing accounts.

Association of Washington Cities Risk Management Service Agency **Derek Bryan, Program Manager** **1076 Franklin Street SE** **Olympia, WA 98501** **Phone: 360.753.4137**	**State of Alaska** **Scott Jordan, Director** **333 Willoughby Avenue** **Juneau, AK 99811** **Phone: 907.465.5723**
Muckleshoot Indian Tribe **39001 172nd Ave. SE** **Auburn, WA 98092** **Contact: Phillip Brooke** **Risk Manager** **Phone: 253.876.3368**	**Advantage Workers Compensation Insurance Co.** **P.O. Box 571918** **Salt Lake City, UT 84157** **Contact: Dan Stephens** **Vice President of Claims** **Phone: 208.957.6705**

16. List the demographics of your office by type of employee.

Number of People **35 (see Lake Oswego Branch in Appendix II)**
70 AJG Broker Services

17. List the number of your clients in each of the following categories.

Brokerage Services: (Locally)

Counties **27**
Cities **86**
Schools **Our Denver office is also the broker for the Washington State School pool which provides coverage for a large number of school districts in the state.**

Gallagher Bassett:

Self-Insured Clients **500 plus**

18. Provide any other information relative to your firm which might be pertinent to selection.

The Arthur J. Gallagher team assigned to Clark County has public entity specific expertise including:

- **Risk Management and Loss Control**
- **Knowledge of the Washington public entity landscape**
- **Claims Advocacy**
- **Third party risk transfer and contract review assistance**
- **Local, regional and worldwide resources and relationships**
- **TPA review, Reserve and large claims monitoring**

Our mission is intended to be long term and comprehensive. Our goal is to facilitate your program and manage the many available resources, with the intent of significantly impacting Clark County's overall total cost of risk and assisting, on a daily basis, your risk management team.

With our national and global reach and carrier relationships we bring unparalled services to our clients. Gallagher's dedication to the public sector is evidenced by our national Public Sector Practice Group, which offers targeted expertise, resources and support for our clients. We have made a corporate commitment to the public sector. Our group meets periodically to exchange ideas, discuss trends, seek advice and evaluate new insurance products.

Each team member will dedicate sufficient time and energy to ensure that Clark County's expectations are met and exceeded.

GB has been providing comprehensive risk management services since 1962. As one of the largest non-carrier affiliated third-party administrator in the industry, we currently have over 100 service offices worldwide, staffed with more than 4,800 specialists who serve 3,200 customers. Our reputation for the delivery of high-quality, a cost-effective and innovative claims management service is unparalleled in the industry.

GB is a multi-line claims administrator - from Workers Compensation, Automobile Liability, General Liability, Products Liability, Texas Non-Subscriber, to Property lines of business - with recorded revenues in excess of $664 million. Our company also has an integrated disability management product, loss control services, and customized RMIS benchmarking services. Specializing to our client's individual needs, each program is designed with highly tailored solutions for managing claim outcomes. Approved by more than 100 major primary and excess carriers as a TPA, we also offer complete self-insured qualifying and state filing for our clients in all states that allow self-insurance.

As a recognized leader in third-party claims administration, Gallagher Bassett continues to achieve record growth year over year. We attribute our growth and success to the quality and experience of the people we hire, our commitment to remain on the leading edge of technology, and our proven record of results and ethical integrity.

Signed			
Title	Area President	Account Manager	Area Vice President
Date	11/25/2015		

GALLAGHER BASSETT

CLARK COUNTY, WA RFP #704

CLAIMS/PRODUCT LINE	Fee per Claim	CLAIM FREQUENCY	EXTENDED PRICE
WC Med Only	$ 176	49	$8,624
WC - Indemnity	$ 990	45	$44,550
ANCILLARY SERVICES	**Fee**		
Incident Only	$ 32	1	$32
Risxfacs.com - two users free of charge		2	Included
Risxfacs.com	$ 1,000	2	$2,000
Administration/Data Management			$5,748
Banking			$742
Designated Account Management			Included
Risk Control Consulting Services (RCCS)			$5,880
Claim Reporting - Telephonic, Web, E-Fax	28	$95	$2,660
Open Run-In Claims	5	$591	$2,955
GRAND TOTAL		$	73,191

New claims shall be billed monthly based on actual claims reports. Ancillary and Additional Service Fees shall be billed in one installment at the inception of the Service Term. This represents five one year renewable proposals where by per-claim rates would increase according to the following: 2015-16: 0%; 2016-17: 2%; 2017-18: 3%; 2018-19: 3%; 2019-20: 4%.

Program specific terms along with general terms & conditions will apply to this pricing. This includes specifics like billing frequency, number of meetings, and succession planning for files in the event non-renewal of all or a portion of the program occurs. A copy of these can be provided upon request but this abbreviated language was used in order to comply with the page limit request in the RFP. Pricing is based on using GB Managed Care (GBMCS) or MedInsights for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.

MANAGED CARE SERVICE - Paid off File	FEE
Fee Schedule/Bill Review/UCR	$ 9.50 Per Bill
Enhanced Bill Review (ESS)	Included
Clinical Validation/Nurse Review	30 % of Savings
Preferred Provider Networks (PPO)	30 % of Savings
Out Of Network (OON)	30 % of Savings
Specialty Networks/ Physical Therapy (PT)	30 % of Savings
Electronic Receipt of Medical Bills	$2/bill applicable states
Telephonic Case Management	$75 Medical Triage
	$290 per Indemnity claim (each 30 days)
	$130 per Medical Only claim (one time)
Hospital Certification Program	$120 Inpatient Pre-Certification
Utilization Review Program	$105 Outpatient Pre-Certification
UR Physician Review	$270 per Review
PC 365 (not using)	$90/call
Dental Review Program	Charged on a per review basis

Allocated Expenses: Shall be your responsibility and shall include, but not be limited to:		DMEplus-Durable Medical Equipment (DME) Program	Cost of medical equipment – no charge for Bill Review or PPO reductions for Prospective DME transactions (First Script)
Legal Fees	Collection cost payable to third parties on subrogation	Task Based Field Case Management	
Medical Examinations	Architects, contractors	Task 1: One Visit Task	$530 per assignment
Professional Photographs	Engineer	Task 2: Two Visit Task	$705 per assignment
Travel made at client's request	Police, fire, coroner, weather, or other such reports	Task 3: Labor Market Survey	$635 per assignment
Costs for witness statements	Property damage appraisals	Task 4: Vocational Assessment	$590 per assignment
Court reports	SIU, surveillance and sub rosa investigation	Task 5: Home Visit	$660 per assignment
Medical records	Official documents and transcripts	Medical Case Management & Vocational Rehab - Hourly	$ 92 per hour plus expenses
Accident reconstruction	Pre- and post-judgment interest paid	Medical Cost Projection (MCP) and Clinical Recommendations	$125/hour
Experts' rehabilitation costs	Outside Investigation	Pharmacy Benefit Management (PBM) – Vendor	First Script - Cost of prescriptions – no charge for Bill Review or PPO reductions for PBM transactions
Chemist	Subrogation at 15% of gross recovery	Pharmacy Benefit Management (PBM) – Anicllary Servicees	Injured Worker Outreach - Yes
Fees for service of process	Index Bureau Reporting	Rx Peer to Peer Review (P2P)	$290 per review
	Second Injury Fund Recovery	Rx Drug Utilization Assessment (DUA)	$575 per DUA
Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client	Data Intelligence Self-Service Reports	OSHA Reporting	Not Applicable
		Taxes	All applicable taxes will be added to the service fees where required

Team Organizational Chart for Clark County

Gallagher Bassett

Ed Wiewel
Sr. Vice President
Claims Operations
630-647-3212
edward_wiewel@gbtpa.com

Carrie Cannataro
Sr. Vice President
Account Management
630-285-3521
carrie_cannataro@gbtpa.com

Danielle Cross
Vice President
Claims Operations
916-787-2659
danielle_cross@gbtpa.com

Jeanne Fryman
Vice President
Account Management
480-586-9472
jeanne_fryman@gbtpa.com

Eric Sorem
Branch Manager
503-303-6301
eric_sorem@gbtpa.com

Shannon Mc Vey
Account Manager
503-558-8764
shannon_mcvey@gbtpa.com

Arthur J. Gallagher

Liz Miser, CPCU
Account Executive
253-238-1165
elizabeth_miser@ajg.com

Lori Hendry
Client Manager
425-586-1004
lori_hendry@ajg.com

Kazumi Tripp
Client Manager
253-238-1129
kazumi_tripp@ajg.com

Blair Wooldridge
Assistant Client Manager
253-238-1160
blair_wooldridge@ajg.com

Tim Chace
Loss Control
425-586-1005
tim_chace@ajg.com

Kris Kelly
Claims Advocate
253-238-1141
kris_kelly@ajg.com

Julie McCallum
WC Claims Manager
425-586-1040
julie_mccallum@ajg.com

Guida McClain
Surety/Bonds Rep.
253-238-1149
guida_mcclain@ajg.com

go beyond

GALLAGHER BASSETT

LAKE OSWEGO (PORTLAND, OR) BRANCH 155

4550 Kruse Way
Suite 155
Lake Oswego, OR 97035

Local: 503.675.6575
Toll-Free: 877.800.3059
Fax: 503.675.6574

Management Staff

Eric Sorem
Branch Manager
With GB since 2012
Insurance experience: 21 years

Eric Boling
Assistant Branch Manager
With GB since 2006
Insurance experience: 21 years

Roberta Lofgren
Operations Supervisor
With GB since 2003
Insurance experience: 11 years

Dawn Bambusch
Supervisor
With GB since 2007
Insurance experience: 16 years

Sally Jackson
Supervisor
With GB since 2010
Insurance experience: 13 years

Kerry Tambara
Supervisor
With GB since 2006
Insurance experience: 22 years

Technical & Support Staff

Cynthia Aaby
Administrative Assistant

Kimberly Adair
Senior Resolution Manager
With GB since 2012
Insurance experience: 16 years

Nichole Anderson
Technical Assistant

Stan Asanovic
Senior Resolution Manager
With GB since 2009
Insurance experience 8 years

Traci Brockway
Senior Resolution Manager
With GB since 2006
Insurance experience: 15 years

Lynette Bryan
Senior Resolution Manager
With GB since 2008
Insurance experience: 9 years

Rachel Cameron
Technical Assistant

Adison Covey
Resolution Associate, Level I
With GB since 2013
Insurance experience: 2 years

Katherine Defrany
Senior Resolution Manager
With GB since 2008
Insurance experience: 8 years

Catherine Godlove
Senior Resolution Manager
With GB since 2008
Insurance experience: 20 year

Gary Goeman
Senior Resolution Manager
With GB since 2008
Insurance experience: 14 years

Tanner Hall
Service Representative

Ron Hurner
Senior Resolution Manager
With GB since 2009
Insurance experience: 23 years

Aaron Jordan
Resolution Manager
With GB since 2010
Insurance experience: 5 years

Kim Kinney
Senior Resolution Manager
With GB since 2012
Insurance experience: 13 years

Casey Lowrie
Resolution Manager
With GB since 2011
Insurance experience: 9 years

Denise Martinez
Senior Resolution Manager
With GB since 2008
Insurance experience: 19 years

Julie McNamara
Service Representative

Erin Nielson
Resolution Manager
With GB since 2014
Insurance experience: 24 years

Patricia Oury
Senior Resolution Manager
With GB since 2012
Insurance experience: 24 years

Rachel Randolph
Senior Resolution Manager
With GB since 2008
Insurance experience: 8 years

Karen Reynoso
Senior Resolution Manager
With GB since 1996
Insurance experience: 18 years

Julia Roberts
Administrative Assistant

Tiffany St. Germain
Technical Assistant

Dana Schultz
Senior Resolution Manager
With GB since 2001
Insurance experience: 20 years

Diane Schweda
Senior Resolution Manager
With GB since 2008
Insurance experience: 26 years

Kevin Segura
Resolution Manager
With GB since 2014
Insurance experience: 15 years

Ben Swanson
Resolution Manager
With GB since 2013
Insurance experience: 3 years

Leslie Wurdinger
Service Representative

Branch Strengths

- Workers Compensation
- Self-Insured Programs

Service Area

- State of Oregon
- State of Washington

Professional Affiliations

- Oregon Workers Compensation Claims Association
- Oregon Self-Insured Association
- Washington Self-Insured Association

Jeanne Fryman
Vice President, Account Management Department
Scottsdale, AZ

PROFESSIONAL EXPERIENCE:

Gallagher Bassett Services, Inc.
3/06 - Present
Vice President, Account Management Department
Responsible for managing assigned Account Management staff and their national client base. Vice President may act as the Account Manager for specific programs and will assist the Senior Vice President of Account Management as deemed necessary.

Gallagher Bassett Services, Inc.
8/01 – 3/06
Account Manager, Account Management Department
Integrate client needs with Gallagher Bassett Services. Interface with appropriate parties to insure correct set-up of policy information, pyramid set-up, RISX-FACS® reports, banking etc. Keep clients informed of any relevant changes within GB that might affect their program. Develop service instructions for field operations. Resolve all service issues through appropriate channels. Single GB contact for clients risk management and claims administration.

Gallagher Bassett Services, Inc.
11/99 – 8/01
Business Development Manager, Investigative Services
Responsible for development of new business for corporate and insurance investigations. Interfaced with various Gallagher Bassett claim branches to grow account base. Also responsible for maintenance and service of existing clients within the Midwest region of the Investigative division.

Gallagher Bassett Services, Inc.
5/97 – 10/99
Administrative Coordinator/Background Specialist
Serviced all Midwest pre-employment accounts as single resource for those clients and oversaw pre-employment processes for three field offices. Audited all five field offices for compliance with policies, procedures, and service standards related to surveillance and pre-employment screening.

Gallagher Bassett Services, Inc.
7/95 – 5/97
Marketing Assistant
Provided general assistance to producers in Business Development. Worked with marketing staff to develop collateral materials and coordinated GB's attendance at industry trade shows.

EDUCATION:

Bachelor of Arts – Communications/Marketing
Saint Louis University, St. Louis, MO

Shannon McVey
Account Manager, Account Management Department
Sacramento, CA

PROFESSIONAL EXPERIENCE:

Gallagher Bassett Services, Inc.

August 2014 – Present
Account Manager, Account Management Department
Act as an extension of risk management department for assigned client base by providing pro-active, consultative and overall program coordination services. Provide assistance in the administration and implementation of claims management program. Ensure all service expectations are identified and maintained. Act as the liaison between client and Gallagher Bassett Services. Communicate any relevant changes within GB that may affect client's program.

2012 - 2014
Senior Claims Examiner, Preferred Employers Group
Administration of claims for small business owners, which included timely initial contact within required timeframes to establish coverage, liability along with nature and extent of injury. Developed and implemented action plans to keep claims moving toward resolution while being mindful of possible future exposure.

2012-2014
Senior Claims Examiner, Tuell & Associates
Administration of self-insured/self-administered workers' compensation claims from inception to closure. Placed with Kaiser Permanente and assigned to their high exposure unit. Analyzed and administered benefits involving complex, catastrophic claims. Collaborated with onsite employer representative to correct errors, rectify omissions, and investigate questionable issues.

2004 – 2011
Account Consultant, Specialty Risk Services
Analyzed claims to determine extent of company's liability, made approval or denial decisions and negotiate settlements with claimants in accordance with policy provisions. Selected as the Northern California Medicare Consultant from 2006-2011. Coordinated training and presentations for adjusters and employer representatives regarding Medicare compliance. Managed key, service-sensitive accounts by participating in claim reviews with employer, broker, excess carrier while providing key updates that met insured's expectations. Performed quarterly quality-control audits.

2000 – 2004
Claims Examiner, ACE/ESIS
Managed all aspects of Workers' Compensation claims from onset to conclusion, while providing proactive solutions for quick resolution.

EDUCATION:
Las Positas College, Livermore, CA

CERTIFICATIONS:
California Self Insurance Certificate obtained 6/3/2006
Certified Experienced WC CA Handler current thru 7/2014
IEA – WCCA Certificate 2014

Eric Sorem, CPCU, AIM
Branch Manager
Portland, OR

PROFESSIONAL EXPERIENCE:

Gallagher Bassett Services, Inc., Portland, OR
2012 - present

Branch Manager
Responsible for managing all aspects of the Portland Branch for Gallagher Bassett. Oversees the 36 employees who handle Oregon and Washington Indemnity claims for Fortune 500 companies.

Sedgwick/Specialty Risk Services, Portland, OR
2006 - 2015

Team Leader
Specialty Risk Services/Sedgwick CMS. Team Leader, responsible for supervising the SRS operations in Portland and overseeing the handling of Oregon and Washington claims national accounts in all industries including; retail, transportation, and construction.

Safeco Insurance, Portland, OR
1995-2006

Product Line Manager
Served in multiple positions at Safeco from Senior Adjuster to Regional Manager for all WC operations in Oregon, Washington, Idaho, Montana, South Dakota, and Utah.

CERTIFICATIONS:

Oregon Workers' Compensation Certification, 1993.
CPCU, Chartered Property Casualty Underwriter, 2002
AIM, Associate in Insurance Management, 2003

EDUCATION

Oregon State University, Bachelor of Science, 1990

DARIN PURYEAR

Area President
Tacoma, WA
(253) 238-1126
darin_puryear@ajg.com
WA License #226197

QUALIFICATIONS

Darin is Area President of Gallagher's Property & Casualty group in the Pacific Northwest. Darin has 20+ years experience in commercial insurance, as both an insurance carrier and a retail broker. Darin has developed and managed large, complex risk transfer and programs, Large Deductible/Self Insured programs and captive development in a variety of industries.

As Area President, Darin's responsibility is for the overall fiscal management of the enterprise, producer recruiting, mergers & acquisitions, and facilitating the effective combination of Gallagher's national resources with those of the local offices for the benefit of our clients.

PROFESSIONAL BACKGROUND

Darin's career started as a commercial underwriter for Safeco Insurance Companies in Seattle, WA. Over 10 years, Darin held positions in underwriting and sales, ultimately leading sales as National Sales Manager for Safeco's Large Commercial Accounts division.

Darin joined Arthur J. Gallagher Risk Management Services, Inc. in 2004 as a Broker in the Tribal and Gaming/Hospitality practices. This team became the fastest growing brokerage team in the Tribal Gaming and Tribal Government space in the Western US. Working within this constantly evolving industry has proven to be extremely challenging and rewarding. In addition to his leadership role, Darin still works with some of the largest Tribal and Public Entity organizations in the Northwest.

EDUCATION

- Bachelor of Arts (Finance), University of Puget Sound
- Certified Insurance Counselor

ACTIVITIES, MEMBERSHIPS AND BOARDS

- Board Member – Boys & Girls Clubs of South Puget Sound
- Mentor – University of Washington School of Business – Sales Program

Elizabeth Miser, CPCU

Area Vice President
(253) 238-1165
liz_miser@ajg.com
WA License #203524

Qualifications

Elizabeth Miser is Area Vice President and Co-Manager of the Northwest Public Entities Division. She joined Gallagher in August 2007. Liz is responsible for several self-insured pools and various cities and counties within Washington State. Her responsibilities include marketing, negotiating, and implementation of the various insurance and reinsurance plans. Marketing of these programs has required her to meet with underwriters and clients in New York, Boston, and San Francisco.

Prior to joining Gallagher, Liz was the marketing manager for a major worldwide broker. She provided marketing assistance to both the public entity unit as well as the construction unit. One prime responsibility was agency relations. Liz negotiated agency contracts, reviewed insurer performance, and secured contracts with companies that underwrite our business. In addition, she managed a marketing staff of eight.

Liz also has experience with medical malpractice, having worked with a specialty broker in developing hospital business throughout the Western U.S. Liz was successful in developing insurance and risk management programs for several large hospitals. This experience has helped in addressing the potential malpractice exposures for a number of our public entities.

Her 25+ years of experience provide a solid foundation for dealing with the needs of our public entity clients.

Professional Certifications

- Chartered Property Casualty Underwriter (CPCU) as bestowed by the Insurance Institute of America

Memberships and Boards

- Associate member of the Northwest Chapter of PRIMA
- National member of AGRIP
- Principal of the AJG public entity niche

LORI HENDRY

Client Service Manager
(425) 586-1004
Lori_Hendry@ajg.com

QUALIFICATIONS

Lori Hendry came to Arthur J. Gallagher's Public Entity and Tribal Nations teams as a Client Service Manager in September 2015. She joins Gallagher with over thirteen years experience in the insurance industry. Lori is enjoying the opportunity to assist this interesting and diverse group of clients.

Prior to joining Gallagher, Lori worked as an Account Manager at McDonald Insurance Group handling a wide variety of commercial accounts. She was responsible for reviewing and analyzing her customer's property and casualty insurance needs in order to market, quote, place and service their insurance program. Building and maintaining professional relationships with her clients has been beneficial to both her producers and their clients.

Lori also worked on the wholesale side of the industry with the Casualty Group at Crump Insurance Services, a national brokerage firm. She assisted clients with their casualty insurance, whether it was for a contractor, manufacturer, retail business, or non-profit organization.

PROFESSIONAL CERTIFICATIONS & LICENSES

- Certified Insurance Counselor (CIC) designation from the National Alliance for Insurance Education & Research
- Licensed Property & Casualty and Life & Health Broker/Agent

MEMBERSHIPS AND BOARDS

- Member of the Society of Certified Insurance Counselors
- Redmond Chorale Board of Directors

KAZUMI TRIPP

Client Service Manager, Senior
Tacoma, WA
(253) 238-1129
Kazumi_tripp@AJG.com

QUALIFICATIONS

Kazumi is a Commercial Lines Account Manager for Arthur J. Gallagher Risk Management Services in the Public Entities Department. She joined Gallagher in March, 2014.

She has worked closely with a number of Public Entities clients over the years. She is responsible for developing and maintaining relationships with a variety of underwriters and clients throughout the United States.

Prior to joining Gallagher, Kazumi was Crest Insurance Group in Tucson, AZ for 7 Years and Aon Risk Services, Inc. of Hawaii for 13 Years.

KEY RESPONSIBILITIES AND EXPERIENCE

- Key Responsibilities
  - Respond to any and all client service needs
  - Back up Account Executives; Assist Account Executives with marketing and contract reviews
  - Prepare submissions; collect underwriting data; update schedules of insurance; prepare proposals; handle all aspects of ancillary coverages; issue binders and certificates; invoicing; and policy checking.
- Experience
  - Perform complicated premium allocations to meet client needs
  - 20+ years in Commercial Insurance
  - 7 Years in Commercial Lines Marketing
  - Aon – 13 Years

EDUCATION

- Bachelor of Arts, Hawaii Pacific University

CREDENTIALS AND CLIENTS

- Credentials
  - Certified Insurance Counselor (CIC)
  - Certified Insurance Services Representative (CISR)
  - Certified Risk Manager (CRM)
- Clients
  - Association of Washington Cities RMSA
  - Washington Counties Risk Pool

GUIDA MCCLAIN

Area Vice President
(253) 238-1165
Guida_mcclain@ajg.com
WA License #203524

QUALIFICATIONS

Guida is a Senior Surety Account Manager. She has been working for Arthur J. Gallagher Risk Management Services, Inc. since December 2002. She oversees and services the surety needs for three of AJG's offices - Bellevue, Seattle and Tacoma.

She is responsible for preparation of all necessary bond documents; Performance/Payment, Subcontract Performance/Payment, Release of Retainage, Subdivision, License Permit, Court, Notary, and Service Contracts bonds as well as any other bond that might be needed by our clients. She has her State of Washington Property and Casualty License. She has a strong understanding of the legal and financial requirements that are needed to obtain bonds that meet all of our customer's needs.

Guida has a strong working knowledge of the Surety Industry; including markets, trends, and underwriting guidelines. She has a strong long term relationship with surety underwriters who can depend on her in obtaining the proper information they need in order to underwrite the account and bond in question. She has obtain In-House Lines of credit from Surety Underwriters on certain contract accounts which provide her with the ability to write some bonds freely without having to contact the underwriter.

In addition to her surety experience, Guida has five years experience in wholesale and retail management. She has worked for the banking industries for six years starting as a teller and obtaining the position of Private Banking Assistant. She worked for a local Certified Public Accountant for one year and has been in private school administration for five years.

PROFESSIONAL CERTIFICATIONS

- Property & Casualty Broker/Agent's License

TIM CHACE, ARM, CFPS

Director of Risk Control
Bellevue, WA
(425) 454-3386
tim_chace@ajg.com

ENGINEERING FOCUS

Tim is responsible for the coordination of all risk control activities for Gallagher customers. In addition to performing surveys and service work directly for customers, Tim is also responsible for monitoring the risk control activities and services of our insurance carriers.

The risk control service activities that Tim performs include the evaluation of safety program effectiveness, training on safety program issues, and assistance with business interruption and contingency planning issues.

PROFESSIONAL BACKGROUND

Tim has been a Risk Control Consultant in the insurance industry for 24 years, servicing and surveying customers for all areas of safety including Workers Compensation, Property, General Liability and Fleet.

He worked for 2 Multi-Line, Fortune 500 Insurance Carriers prior to joining AJG in 2000.

- Liberty Mutual Insurance, Glastonbury, CT: 1989-1992
- Reliance Insurance Company, Seattle, WA: 1992-2000

He has serviced industrial and municipal clients including manufacturers, distributors, cities, towns & counties, as well as many school districts.

EDUCATION

- Bachelor of Science (Mechanical Engineering) – University of Massachusetts, Dartmouth
- Certified Fire Protection Specialist
- Certified Manager of Community Associations
- Associate in Risk Management

PROFESSIONAL AFFILIATIONS

- Member of the American Society of Safety Engineers – Risk Management Insurance Division
- Member of the National Fire Protection Association
- Member of the Society of Fire Protection Engineers
- Affiliated with Citizens Emergency Response Training
- Member of the National Safety Council
- Member of the Oregon Safety Council

JULIE MCCALLUM, ARM, AIC

Area Vice President – Workers Comp Specialist
Bellevue, WA
(425)-586-1040
julie_mccallum@ajg.com

QUALIFICATIONS

Julie's responsibilities as AJG's workers compensation consultant include oversight of our clients' workers compensation programs whether self-insured, deductible, guaranteed cost or state funded in multiple jurisdictions; to include USL&H and Jones Act exposures. In addition to actively participating in claim reviews, Julie takes initiative in providing high level expertise in complicated, high exposure claims.

Julie's work with a self-insured hospital resulted in a revamping of their workers compensation program and a reduction in losses per production hour of 290%.

As a former Regional Manager for a national Third Party Administrator, Julie has first hand knowledge of the claims administration business. This knowledge is invaluable during claim administration audits and with claim administration selection.

Julie monitors for large loss evaluation and tracking to excess carriers. She provides ongoing claim advocacy and continuous program monitoring and evaluating for program improvement.

Julie provides in depth data analysis to our clients for understanding of their true costs, trends and cost drivers.

For clients in need of internal guidance, Julie provides on-site staff training and monthly oversight in person meetings.

As the manager for AJG's service team, Julie sets performance requirements for the Claim Consultants and Loss Control. She monitors the work of the service team and effectively coordinates services for our clients.

EXPERIENCE

- 30 tears in workers compensation claims management
- 8 years property/casualty management

CREDENTIALS

- Associate in Risk Management (ARM)
- Associate in Claims (AIC)

PROFESSIONAL AFFILIATIONS

- Risk and Insurance Management Society
- Washington Self-Insurer's Association

Kristine A. Kelly, CPIW, AIC

Claims Manager
Tacoma, WA
(253) 238-1141
kris_kelly@ajg.com

Qualifications

With over 37 years in claims handling and oversight, Kris started her career in Los Angeles at Maryland Casualty Insurance Company (now Zurich North America). She has also worked in the Litigation Department of a Managing General Agency as well as an independent adjusting firm. Kris joined Persing, Dyckman & Toynbee, Inc. (PD&T) in 1977. PD&T joined Arthur J. Gallagher Risk Management Services, Inc. in December 2000.

Key Responsibilities

- Prompt reporting, follow-up and involvement in resolving claim matters for the best interest of AJG clients.
- Works closely with the Clients, Team Leads and Customer Service Managers in making sure everyone on the team is aware of claims activity and status.
- Worked with the various insurance claims departments to design claim programs best suited for those clients requiring special needs.

Education

- Bachelor of Arts, Eastern Washington University

Professional Designations

- Certified Professional Insurance Woman (CPIW)
- Associate in Claims (AIC)

DOROTHY M. GJERDRUM, ARM-P

St. Paul, MN 55108
952.358.7551 - office
651.303.6030 - cell
Dorothy_Gjerdrum@ajg.com

TITLE

Senior Managing Director of Public Sector
Arthur J. Gallagher Risk Management Services

SUMMARY OF QUALIFICATIONS

- 2014 Recognized as one of 25 "Women to Watch" in the insurance industry by *Business Insurance*
- 2012 Recognized by *Treasury & Risk* as a "Top 100" Leader in Finance and Risk
- 2012 Public Sector Power Broker – *Risk & Insurance Magazine*
- 2010 Public Sector Power Broker Finalist – *Risk & Insurance Magazine*
- 2009 Public Sector Power Broker – *Risk & Insurance Magazine*
- More than 25 years of public sector risk management experience
- Speaker, author, leader on Enterprise Risk Management in the public sector
- Member of the US Technical Advisory Group to ISO 31000 suite of standards and International Work Group delegate – Chair from 2008-2014

RESPONSIBILITIES

As Senior Managing Director of Gallagher Public Sector, Dorothy leads 300 Gallagher insurance brokers and specialists dedicated to public sector clients across the United States, focusing on issues of risk management, exposure identification, pool operations and enterprise risk management. In addition to leading the broker group, Dorothy provides ERM consulting and risk management services to select Gallagher public sector and higher education clients.

BUSINESS EXPERIENCE

Prior to joining Gallagher, Dorothy was risk manager of three self-insured pools for the New Mexico Association of Counties (NMAC). She has more than 25 years experience in public sector risk management and insurance.

During her tenure at NMAC, Dorothy developed loss-sensitive contribution and allocation formulas. She partnered with her insurance broker to provide new coverage programs for members, including injunctive relief, land use and special events and the Pool's first coverage document in order to clarify coverage exclusions and conditions of insurance. In response to rising losses, she developed individualized training sessions to address sexual harassment and management issues. She led a team that brought claims in house and developed a legal advice hotline, which saved the pools hundreds of thousands of dollars in the first year alone. As a founding board member of County Reinsurance, Limited, a captive excess insurance company formed to provide reinsurance to county association pools nationwide, Dorothy served as Board Member and Treasurer.

Dorothy was also a founding member and organizer of the New Mexico PRIMA Chapter, where she organized local and regional educational opportunities for school, city, county and state risk managers and safety personnel.

ERM Experience

Dorothy is a member of the U.S. Technical Advisory Group to ISO 31000, the international standard on the practice of risk management, and from 2008 through 2014, she served as Chair of the US TAG. She has been a delegate to numerous international Work Group meetings. Dorothy has also served on the RIMS Standards Comparison Committee and as curriculum advisor for the National Alliance.

In 2003, Dorothy partnered with the risk manager of the largest community college district in the U.S. to create an award-winning integrated program that unified traditional risk management and enterprise risk management.

Since 2003, Dorothy has presented many educational sessions on ERM and its application in the public sector at regional and national conferences: RIMS (regional and national), PRIMA (regional and national), URMIA (regional and national), WACUBO, AGRiP, STRIMA, NACUA, the IIA GRC, Infonex and for many Gallagher client groups. In 2014, she created education curriculum for PRIMA and URMIA on how to implement ERM using ISO 31000 for public sector and higher education organizations.

ERM implementation and consulting projects include the CO School Districts Self-Insurance Pool, the City-County of San Francisco, The University of Cincinnati, FL College System Risk Management Consortium, the U of CA system, Johnson County Community College District in KS and Maricopa County Community College District in AZ.

Professional Affiliations

AGRiP – Association of Governmental Risk Pools

IRM – The Institute of Risk Management

ISO 31000 Standard on the Practice of Risk Management – US Technical Advisory Group

PRIMA – Public Risk Management Association

RIMS – Risk and Insurance Management Society

Education

Bachelor of Arts, St. Catherine University, St. Paul, MN

ARM designation, Associate in Risk Management (ARM) designation, *Insurance Institute of America*

ARM-P, Risk Management for Public Entities designation, *Insurance Institute of America*

CIRM, International Certificate in Risk Management, The Institute of Risk Management

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
300 S. Riverside Plaza, Suite 1900
Chicago IL 60606

CONTACT NAME: Direct All Inquiries to Email
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Chi_Certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : XL Specialty Insurance Company	37885
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ARTHJGA113
Gallagher Bassett Services, Inc.
2 Pierce Place,
Itasca, IL 60143

COVERAGES

CERTIFICATE NUMBER: 1744415487 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			017011158	9/1/2015	9/1/2016	Each Wrongful Act	$20,000,000
B	Excess Errors & Omissions			ELU14069815	9/1/2015	9/1/2016	Aggregate	$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Clark County
1300 Franklin Street
6th Floor Suite 650
Vancouver WA 98666-5000 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2015

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
300 S. Riverside Plaza, Suite 1900
Chicago IL 60606

CONTACT NAME: Direct All Inquiries to Email
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: Chi_Certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ARTHJGA113
Gallagher Bassett Services, Inc.
2 Pierce Place,
Itasca, IL 60143

COVERAGES

CERTIFICATE NUMBER: 740608 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			41GPP4938408	10/1/2015	10/1/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X SEE DOO						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY / PRO-JECT / X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability:

General Aggregate Per Location Subject to $10 Mil Policy aggregate.

CERTIFICATE HOLDER

Clark County
1300 Franklin Street
6th Floor Suite 650
Vancouver WA 98666-5000 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick R Gallagher

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