

REQUEST FOR PROPOSALS

Third Party Administrator Services for Workers Compensation Claims

Proposal Number 2024-HR-08

February 2024

CLAYTON COUNTY WATER AUTHORITY 1600 Battle Creek Road Morrow, GA 30260

Virtual Teams Proposal Opening Meeting: Tuesday, March 12, 2024 at 10:00 a.m. local time.

Virtual Teams Non-Mandatory Pre-Proposal Meeting:

Wednesday, February 28, 2024 at 10:00 a.m. local time.

This solicitation includes SLBE Preference Points

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General Information

Section 1: Request for Proposals

Clayton County Water Authority 1600 Battle Creek Road Morrow, Georgia 30260

Name of Project: Third Party Administrator Services for Workers Compensation Claims

The Clayton County Water Authority will open sealed proposals from experienced thirdparty administrators via a Virtual Teams Meeting on **Tuesday**, **March 12**, **2024**, **at 10:00 a.m. (local time)** for Third Party Administrator Services for Workers Compensation Claims. Any proposals received after the specified time will not be considered.

A Non-Mandatory Pre-Proposal Virtual Teams Meeting will be held on **Wednesday**, **February 28, 2024, at 10:00 a.m. (local time).**

To attend both the Pre-Proposal and the Proposal Opening Virtual Meetings, please use the following information:

Join Microsoft Teams Meeting Toll number: +1 912-483-5368 Conference ID: 606 873 485#

CCWA encourages Small Local, Minority and Women-Owned businesses to participate and respond to this proposal request.

In an effort to promote responsible environmental practices the proposal package is available in electronic (Adobe PDF) format and can be requested via e-mail to CCWA_Procurement@ccwa.us. Proposers will need to provide contact information and an email address and any file size transfer limits to ensure email transmittals can be made. A hardcopy proposal package can also be requested at a cost of \$25.

Clayton County Water Authority By: Dr. Cephus Jackson, Chairman

END OF SECTION

Section 2: Project Overview

General Information

2.1 Background

The Clayton County Water Authority, founded in 1955, provides water, sewer, and storm-water services to over 87,000 active customer accounts monthly. The employee count of the Clayton County Water Authority (CCWA) is approximately 420. The CCWA is committed to a strong, pro-active safety and loss prevention program with various active safety committees throughout the entity. Company-wide insurance and loss prevention activities are directed by the Risk Manager, Safety Specialist, and Safety Committee. The CCWA is self-funded for all workers' compensation costs and is insured for excess coverage. The CCWA utilizes the services of a third-party claim administrator to assist in the delivery of services for this program, and to ensure that it complies with all applicable state statutes.

2.2 Objective

CCWA is seeking an experienced and reliable partner to provide Third-Party Administration Services for Workers' Compensation Claims (TPA), who understands the CCWA's business, has excellent customer service, and a dedication to managing and caring for our employees in a professional manner. The successful TPA will be committed to meeting or exceeding its best practice guidelines and will be continually looking for opportunities to improve processes even when such opportunities are not identified by CCWA.

The TPA must utilize experienced claims adjusters who are effectively trained in all aspects of claim management including the information systems platform. The staff administering claims must maintain a mutually agreed upon caseload. Adjusters must have a demonstrated ability to effectively manage the claims in a timely and efficient fashion. The TPA must have demonstrated success in establishing a working relationship with an experienced, responsive, problemsolving, and dedicated Account Executive that will be attentive to our account needs.

The initial term of the contract will be **May 1, 2024 through April 30, 2025**. The contract may be renewed for up to three (3) 12-month periods by mutual written consent by both parties with no changes in terms and conditions.

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2.3 <u>Proposal Submission</u>

One (1) original, four (4) bound copies and one (1) electronic submission in **pdf format** of the Proposal **(excluding the Cost Proposal Form¹)** shall be submitted in a sealed, opaque container, and delivered by hand, courier service, or via the United States Postal Service to the *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, GA 30260.* No facsimiles or emails will be accepted. At the time specified for the Proposal Opening, the sealed containers shall be publicly opened, and the names of the firms shall be read aloud.

2.4 Proposal Format

Proposals will be evaluated by CCWA Staff based on the following criteria Sections 1 through 5 below. The CCWA Staff will then evaluate the cost submission portion of the proposals and rank the proposers to complete the selection process. SLBE Preference Points will be assigned as applicable. Evaluation of proposals and proposed contract award will be made at the sole discretion of CCWA.

Proposals shall include a Cover Letter with the following information:

- a. Company's full legal name, principal business office with address and satellite offices if any, and location from which the services would be conducted. Include information on the company's history, size, employees (per office), and ownership. Include telephone number, point of contact, and official signature of an authorized company representative.
- b. Provide a brief summary of your company's experience and financial strength.
- c. Provide a list of your vendor partners which are wholly or partially owned by your company or in which your company has any type of revenue sharing relationship with.
- d. Provide a summary of your business continuity and disaster recovery plans.
- e. Provide a copy of your Best Claims Handling Practices for Workers Compensation.

The following sections and content are required in each proposal. Each section must be clearly marked and divided as described below:

¹ One original paper copy of the Cost Proposal Form must be submitted in a separate sealed envelope and placed within the sealed submittal package. The envelope must be marked: "Cost Proposal." The cost proposal envelopes will NOT be opened until all evaluations and references are completed for all Proposers.

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Section 1 – Specialized Experience, Capabilities and Technical Competence

This section must include the following information:

- A. <u>Account Management Structure</u>: Provide a bio and credentials for a minimum of two (2) proposed Account Executive(s) (AE) and advise the number of other accounts the (AE) will be handling, including their current and maximum file load. Describe the specific roles and responsibilities of this individual, and how these:
 - 1. Benefit the Clayton County Water Authority
 - 2. Help with current and typical case load for both medical only and lost time adjuster(s), and
 - 3. Differentiate your firm from your competitors. Include copies of resumes for the proposed primary adjuster(s) who will be assigned to this account.
- B. <u>Quality initiatives</u>: Please outline your company's internal quality control initiatives to include the qualifications of the auditing staff, content utilized for the quality audits being performed, frequency of reviews/audits, what percentage of the Clayton County Water Authority's annual frequency will be reviewed and whether the results will be shared with the Clayton County Water Authority. This section should also outline your company's best practices for supervisory review and direction, the ratio of supervisors to adjusters and what percent, if any, of the CCWAs annual frequency will be reviewed by the account manager for compliance with best practices. Please also include a copy of your company's current best practices.
- C. <u>Industry Segmentation</u>: Please outline your company's experience with comparable entities like Clayton County Water Authority and describe in detail how your partnership has assisted in the overall reduction of their cost of risk.

Section 2 – Claims Administration, Information Systems, and Reporting

This section must include:

- A. <u>Analytics</u>: Describe standard system reporting capabilities and provide samples of standard reports and confirm if you provide a monthly detailed report of all claims reported, including any open claims.
- B. <u>Banking</u>: Describe your options and arrangements for banking and escrow loss funding.

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- C. <u>Client Service Instructions</u>: Describe the processes you have in place for Client Services Instruction changes and ensuring continuous adherence to updated Client Service Instructions.
- D. Describe any dedicated or designated adjuster structure you would recommend for this account.
- E. <u>Managed Care</u>: Based on the loss data provided, please outline your recommendations for managed care services. Please be specific with respect to medical severity reviews, when nurse case management will review the files, the assignment process for nurse case management, etc.
- F. <u>Medical Bill Review/PPO</u>: Included with this RFP is a list of the top medical providers utilized by the CCWA. Please review and advise (1) which medical providers are in your PPO and (2) the aggregate percentage discount that will be obtained through the continued use of these medical providers. Please list your company's 2022 and 2023 aggregate savings for medical bill review to include the total number of bills processed, the total billed, total paid and total savings amounts sorted by network and non-network providers. Please include a proportion of savings chart/table showing what percentage of the overall savings was from FS/U&C, PPO, duplicate charges and savings below FS/U&C and PPO.
- G. Loss Data: Included with this RFP is loss analysis data for the CCWA to assist you with submitting your proposal. Please provide details on how you would structure this program based on Clayton County Water Authority's data. Please be specific to include which office locations would administer the claims, along with any recommendations you may have from an account management perspective based on your causal analysis of the loss data.
- H. Detail your capability and various options for 24/7 claims intake including afterhours and catastrophic claims intake? (reporting via e-mail, web, phone, fax?) Is your claim's intake function all in-house or is any portion of it outsourced? Where is your claim's intake center located? Provide information regarding any lag time claim set up associated with the various reporting methods.
- I. Describe, in detail, your system's capabilities including:
 - 1. Ad-hoc and standard reporting capabilities.
 - 2. Local printing?
 - 3. Claim examiners activity log access?
 - 4. Is your system hosted in the cloud or an on-premises solution?

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- J. Describe how your system captures information related to:
 - 1. Initial Contact (2 or 3 point)
 - 2. Timeliness of Payments
 - 3. Subrogation recoveries
- K. Advise if your system can include loss data from previous insurers or TPA's.
- L. Describe your quality control process for ensuring initial and ongoing data integrity.
- M. Describe your system's ability to track workers' compensation lost workdays within Georgia's applicable waiting period.
- N. Describe your organization's recent innovations and plans for future innovations (i.e. technology, data analytics, medical cost containment, etc.).

Section 3 – Implementation

Please describe the process for implementation with a timeline including takeover claims and milestones. Please include any team members that would assist in this process, their resume along with the number of implementations that have been completed by each team member.

Section 4 – References

Provide the following reference information: company name, contact person, mailing address and phone number for at least one (1) current account and at least two (2) former public entity clients. The references should be similar in nature and scale to the proposed services under this RFP. References should not include the Clayton County Water Authority.

Section 5 – Claim Case Management

A Claims Handling Specifications Questionnaire has been included with this RFP under Attachment C. The questionnaire consists of a list of claims handling questions. Please respond as appropriate and submit your answers with your proposal response.

Initial Contact:

For lost time claims, three-point contact (Employee, Supervisor, Doctor) is required within one working day from assignment to the adjuster. Medical Only claims require at least a 2-point contact within one working day after assigned to the adjuster.

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- 1. *Employee:* Verify description of accident and medical/disability status with names of medical providers. If the employee is outside the network, determine why. Document all attempts to make contact.
- 2. *Employer:* Employee's supervisor, unless otherwise directed by the client. Verify description of accident, course of employment, injury, disability status, RTW possibilities. Document any other information as appropriate.
- 3. *Doctor:* History of injury, diagnosis, prognosis, confirm that he/she is to provide work abilities so that the employee can return as quickly as medically possible.

Ongoing contacts:

File must reflect that there is ongoing communication with all parties to include:

- A. Unless discussed and agreed upon with CCWA otherwise, at a minimum, monthly contact with employee receiving indemnity benefits.
- B. Agreed upon contact frequency with treating physician documented including changes in diagnosis, treatment interval, complicating factors or attitudes, awareness of modified duty, specific impairment, expected RTW date.

Claims Management

Provide your "Medical Only" definition including total paid medical dollar threshold in which MO claims are converted to "Lost Time."

Discuss your ability to provide an additional workers compensation claim category for more complex medical only claims that may not necessarily rise to the complexity of a lost time claim but require more hands-on claim handling than a basic medical only claim.

Describe your process for monitoring and closing out Medical Only claims. Is the process automated or manual?

Provide your "Medical Only" definition including total paid medical dollar threshold in which MO claims are converted to "Lost Time."

Discuss your ability to provide an additional workers compensation claim category for more complex medical only claims that may not necessarily rise to the complexity of a lost time claim but require more hands-on claim handling than a basic medical only claim.

Describe your process for monitoring and closing out Medical Only claims. Is the process automated or manual?

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Investigation

A. Medical only claims:

Contact with CCWA is required and AOE/COE (arising out of and in the course of employment) must be confirmed. If more than three treatments are necessary, contact must be made with the employee.

B. Lost time cases:

Recorded statements should be taken. In all cases where there is a question of compensability, statements are to be taken from the supervisor and the employee to assist in making the determination. Required investigations are to be completed before first payment is due. Any deviation must be documented.

- C. Describe your process, triggers and/or criteria for transferring a claim from MO to Lost time status.
- D. Compensability: CCWA believes that the workers' compensation system is a benefit to injured workers, not all claims qualify. The compensability determination must be thoroughly documented. Non-compensable claims must be discussed with CCWA before a formal determination is issued.
- E. Subrogation/Second Injury Fund/Apportionment:

All cases involving possible third-party recovery, or an offset are to be documented and investigated. Recovery efforts must be approved by CCWA before they are pursued.

Describe your subrogation process. Is it handled in-house or via an outside vendor? Do you have the ability to assign a designated subrogation adjuster to handle subrogation claims in-house? Describe any controls or processes you have in place to ensure subrogation is addressed on all claims and actively pursued, when applicable.

Activity Checks/Surveillance

- A. Activity checks/surveillance is to be considered and discussed with CCWA. when: fraud is suspected, suspicious behavior is reported by the doctor, coemployees, third parties or when medical information does not coincide with the claimant's reported activity.
- B. Annual visits are to be made with benefit recipients in fatal and total permanency cases.

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Section 2: Project Overview

Return To Work

- A. CCWA is committed to returning employees to work as quickly as medically possible and looks for the Third-Party Administrator to be creative and persistent in assisting in this area.
- B. Weekly discussions will be held between CCWA and the Third-Party Administrator on all ongoing lost time cases to push early RTW.
- C. The Third-Party Administrator must communicate regularly with the treating physician and provide information to facilitate an early RTW, including available light or modified duty assignments.

Litigation Management

- A. Outside counsel will be chosen by CCWA.
- B. Defense strategies for AOE/COE, fraud, inappropriate medical treatment, third party actions, etc. are identified in a timely manner and a plan for managing the case is clearly documented to the file.
- C. All cases assigned to outside counsel will be transmitted in writing. The Third-Party Administrator is responsible for providing a scope of service, giving direction as to how the case is to proceed, to advise the attorney of the client's RTW policy and to assure that the case is not abandoned to counsel.
- D. CCWA is to be advised of all hearings, conferences, or trials so that if appropriate he/she can attend.
- E. The decision regarding defense or payment of a claim should be made as soon as possible with CCWA. The Third-Party Administrator should strive for early settlement of claims with adverse liability.
- F. Provide a copy of or describe your Litigation Management Best Practices.
- G. Describe your defense attorney referral process and confirm you will agree to client approval prior to defense attorney assignment. CCWA prefers to choose its own defense attorney.
- H. Describe how your adjusters will manage defense counsel.
- I. Provide a sample of your Litigation Action Plan and Budget format required to be submitted by defense counsel.
- J. Describe your legal bill review process.
- K. Will the adjuster attend mediations and hearings?

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Workers' Compensation-Requirements

- A. Claims Supervisor's Role All cases over \$25,000 or open over six months must be discussed monthly with the adjuster and the file documented.
- B. Settlements A written request for settlement authority must be sent to CCWA on all cases where settlement is being considered.
- C. Reserves Reserves are to be set on a probable ultimate cost basis:
 - 1. This should be determined based on all available information at the time and should be reviewed every time the file is seen.
 - 2. A written notification should be sent to CCWA on any increase greater than \$25,000.
- D. Diary/Plan of Action
 - 1. All open cases will be maintained in an open diary. Unless clearly documented, no file is to go more than one month without being reviewed.
 - 2. Prior to issuing an indemnity payment, CCWA must be contacted to verify that the employee is still off work.
 - 3. Each open indemnity case must have a plan of action with a timeline that provides adequate information to demonstrate how the adjuster intends to move the claim to closure.
 - 4. All activity must be documented to the electronic file. If it is not written down it is understood not to have happened.
 - 5. Supervisor's activity must also be documented to the file.
- E. Administrative All state forms are filed within the required time:
 - 1. The Third-Party Administrator must act as a Responsible Reporting Entity (RRE) for all applicable claims.
 - 2. All correspondence to be clearly date stamped on the date of receipt.
 - 3. All lost time cases to be indexed with the CIB (Central Index Bureau or appropriate bureau) within 15 days of receipt. They may be re-indexed, with CCWA's approval, every six months until the case is closed.
 - 4. Indemnity payments made within a statutory time frame, any deviation must be clearly documented, and the claimant and the local contact must be advised.
 - 5. Prior to any change in assignment of the files to another adjuster, CCWA must be consulted.

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- 6. Should the adjuster leave your company, CCWA must be advised of the replacement adjuster's contact information on the date of the resignation.
- 7. Upon file closure, closing claim notices must be sent to CCWA.
- F. Communication
 - 1. CCWA expects to have considerable ongoing communication and interaction with adjusters. We believe that this is the most effective way to control our workers' compensation costs.
 - 2. Prior to a formal review, the adjuster must prepare a claim summary report.

The intent of the reviews is to ensure that employees are receiving the benefits owed to them, the files are being managed, and that costs are being minimized. It is not intended to find fault but rather to enhance communication and to develop plans of action.

- G. Surveillance
 - 1. All assignments are to be made in writing.
 - 2. All approval for assignments is to be documented in the claim file.
 - 3. No assignments are to be made to the Third-Party Administrator's in-house staff without CCWA's approval.
 - 4. The examiner must provide the investigator with a description of the claimant, information on his/her habits, the reason for the request, the number of hours to work, and any other pertinent information to increase the potential for significant findings.

Section 6 – Cost Proposal

The Cost Proposal Form must be submitted in a separate sealed envelope, marked "Cost Proposal", and placed within the sealed submittal package. The Cost Proposal envelopes will NOT be opened until all evaluations and references are completed for all Proposers.

For the Proposal submission to be considered responsive, the Cost Proposal Form must be completed in its entirety and should not be altered.

A detailed written explanation of your offer can be provided to support your proposal. Complete parts I, II, and III of the Cost Proposal Form.

The following provides an explanation of the details included:

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Section 2: Project Overview

Part I: Claims Administration of New Claims and Runoff Claims.

Propose the rate per claim for the initial term of the anticipated agreement, for each claim type below, for new claims, existing claims, and runoff claims.

- A. New Claims. The historical claims counts set forth in the appendices are a good indication of the future claims' counts.
- B. Runoff Claims. The selected TPA may be required to accept and manage all existing claims, both open and closed, from the incumbent TPA. The selected TPA may be required to accept all existing claims, open and closed, for a period going back as far as 1999 or later.

Part II: Data Conversion of Runoff Claims.

Propose the data conversion rate per transfer of claims files for the initial term of the anticipated agreement, for each claim type for runoff claims. The rate should be based off the historical number of claims, by type and location, set forth in the appendices provided.

The selected TPA will accept an electronic transfer of data for existing claims including payment and reserve transactions, claims activity notes and claims data. The integrity of this data must be assured during the transfer process, and the ability to report historical valuations must be preserved.

Part III: Other Allocated Costs.

The selected TPA contractor shall not invoice the client, nor shall the client pay for review of any duplicated bill reviews. Additionally, all the other allocated costs as listed below must include a detailed description of services.

Other Allocated Costs include:

- A. PPO Network
- B. Medical Bill Review
- C. Hospital Bill Audit
- D. Claim Reporting to CMS
- E. SCHIP Reporting pass-through fee
- F. Utilization Review
- G. Telephonic Case Management
- H. Field Case Management
- I. Peer Review

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- J. RMIS Fees: Two user licenses must be included at no additional cost.
- K. Other Administrative Fees

Please outline any additional fees associated with access to your system and report writing capabilities.

The CCWA reserves the right to purchase based on actual need at proposal/contract price. If a Proposer intends to offer minimum or maximum, such intent and such quantities should be specified on the Cost Proposal Form, otherwise, none will be assumed.

2.5 <u>Small Local Business Enterprise (SLBE) – Preference Points</u>

This solicitation includes Preference Points, which are incentive points provided to participating proposers who are CCWA Certified SLBE at the time of the proposal opening. Proof of certification must be provided with the proposal response to qualify for Preference Points. Based on the prime SLBE's business location, a maximum of 10 Preference Points will be assigned. For more information on this incentive, refer to Division 2 Section 8 of the RFP documents.

2.6 Evaluation Criteria

All proposals will be reviewed by CCWA Procurement to determine if the proposal submittal is responsive to the minimum requirements according to Division 2 Section 3 of the RFP documents.

Responsive proposals will be evaluated by a CCWA Evaluation Committee and scored with an emphasis in the following areas:

- a) Overall capability of the TPA to provide "best in class" claim services.
- b) Experience, capabilities, and location of the proposed CCWA claims service team and ability to handle CCWA's large SIR and deductible programs and provide experienced dedicated or designated adjusters based on CCWA's claim volumes.
- c) RMIS / claims system capabilities and ability to provide standard and customized reports and user-friendly claims access.
- d) Ability to provide innovative products and creative claim solutions.
- e) Timeliness and professionalism of the RFP response document.
- f) Current client references and feedback.
- g) Competitive pricing commensurate to the level of services requested and/or proposed.

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h) Ability to assume an inventory of existing claims at a competitive price.

The highest-scored responsive responsible proposer will be recommended for award based on the following criteria items:

Section	Evaluation Criteria	Points
1	Specialized Experience, Capabilities and Technical Competence	10
2	Claims Administration, Information Systems, and Reporting	25
3	Implementation	10
4	References	10
5	Claim Case Management	30
6	Cost Proposal	15
7	SLBE Preference Points (Up to)	10
	Maximum Total Points 110	

2.7 <u>Proposal Schedule</u>

The following is a proposed RFP schedule and is meant to be a guideline for all Proposers:

Non-Mandatory Pre-Proposal Meeting	Wednesday, February 28, 2024 at 10:00 a.m.
Deadline for Questions	Friday, March 1, 2024 at 10:00 a.m.
Issue Last Addendum	Wednesday, March 6, 2024 at 10:00 a.m.
Virtual Teams Proposal Opening	Tuesday, March 12, 2024 at 10:00 a.m.
Anticipated Award	Thursday, April 11, 2024
Sign Contract	Monday, April 29, 2024
Planned Start Date	May 1, 2024

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Section 2: Project Overview

2.8 Addendum

To be considered, all questions must be received via email by **10:00 a.m. EST**, **Friday, March 1, 2024** at **ccwa_procurement@ccwa.us**. All responses to questions will be issued in the form of an Addendum by email. All Addenda issued shall become part of the RFP documents.

2.9 <u>Proposal Preparation Costs</u>

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the Clayton County Water Authority.

2.10 <u>Compliance with Laws</u>

In connection with the furnishing of supplies or performance of work under the contract, the vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

By submitting a proposal, Proposers certify that all equipment, services and/or goods provided to the CCWA comply with the Department of Justice ADA Title III Regulations.

END OF SECTION

Proposal Requirements

Section 1: Instructions to Proposers

These instructions are to be followed by every entity proposing to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the proposal, and any Proposer agrees that tender of a proposal constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Proposer ultimately executes with the CCWA.

- 1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Proposer's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the proposal opening. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of proposals.
- 2. Unless it is otherwise stated in the proposal documents, it shall be the responsibility of the proposer to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its proposal. Documents may be made available by the CCWA during the proposal process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the proposer to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances be later encountered shall rest upon the proposer.
- 3. Pre-proposal meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory, although proposers are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the proposer must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
- 4. In the event that, after the acceptance of a proposal by the Board of Directors of the CCWA, any unsuccessful proposer wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful proposer by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

Proposal Requirements

- 5. Information submitted by the Proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire proposals may not be deemed proprietary.
- 6. Proposals must be made on the enclosed Proposal Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Proposal Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any Proposal Forms must be signed in ink by the person or persons authorized to sign the Proposal Form. The person signing the Proposal Form must initial any changes or corrections.
- 7. The name of the person, firm, or corporation making the proposal must be printed in ink, along with the Proposer's signature, on all separate sheets of the Proposal Form. If a proposal is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the proposal must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Proposal Form.
- 8. All proposals must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the proposal shall submit it in a sealed envelope on or before the date and time specified in the proposal package. The envelope shall be marked "**Sealed Proposal**" and carry the proposal title, Contractor's License Number and date and time of opening as set forth in the proposal package. The envelope shall also bear the name of the party making the proposal and the party's address. Address proposals to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260.* Even if a proposal is not submitted, the Proposal Form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.
- 9. If published price books are a part of your proposal, one price book must be included with your Proposal Form, and the successful Proposer is required to furnish additional current price books after award of the proposal.

Proposal Requirements

- 10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Contractor's proposal. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the proposer may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications but may not alter any of the language contained in the solicitation.
- 11. In the case of goods, the person, firm or corporation making the proposal may propose all items. All items may be considered separately, at the discretion of the CCWA.
- 12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
- 13. Proposers for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the proposal envelope and must enclose copies of any required license with the proposal.
- 14. When public work is let out for proposal, no person shall prevent or attempt to prevent competition in such proposal. Such Proposers must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the proposal process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the proposal process; if a corporation, all officers, agents, or other persons who acted for the corporation in the proposal process.
- 15. Proposals shall not be withdrawn or cancelled by the proposer past the proposal opening date and time. The proposer may make modifications/ corrections to the proposal by submitting a corrected seal proposal but only if the change is prior to the proposal opening. The corrected document should be clearly marked that it supersedes the proposal originally submitted. No modification or corrections will be allowed subsequent to the proposal opening.
- 16. By tendering a proposal, the Proposer agrees to leave the proposal open for acceptance by the CCWA for ninety (90) days after the date set for the opening thereof.

Proposal Requirements

- 17. By tendering a proposal, the Proposer certifies that the Proposer has carefully examined these instructions and the terms and specifications applicable to and made a part of the proposal. The Proposer further certifies that the prices shown in any schedule of items on which the Proposer is proposing are in accordance with the conditions, terms, and specifications of the proposal and that they are aware that any exception taken thereto may disqualify the proposal. Proposers are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Proposer shall merit withdrawal of the proposal.
- 18. Copies of all communications pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
- 19. The purpose of this proposal is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. Any applicable sales taxes should be included in the unit prices for all materials to be provided by the successful Proposer.
- 20. Proposers are hereby notified and agree by submission of a Proposal Form that if additional items not listed in the Proposal Form become necessary and require unit prices not established by the Proposal Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal Form.
- 21. All prices on goods shall be for delivery, our destination, F.O.B. destination freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any deliveries shall be made as needed and requested throughout the contract period.
- 22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase more or less based on actual need at contract price. If a Proposer intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Proposal Form. Otherwise, none will be assumed.
- 23. The time for completion of the work is stated in the Proposal Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.

Proposal Requirements

- 24. The Proposer must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Proposer.
- 25. The successful Proposer must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
- 26. The Contract between the CCWA and the Proposer shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
- 27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the proposal guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible proposer, or the work may be re-advertised or constructed by the CCWA.
- 28. Any Contract and Contract Bonds shall be executed in duplicate.
- 29. Award of this proposal shall be by action of the CCWA Board at its regular monthly meeting.
- 30. The CCWA reserves the right, with or without notice or cause, to accept any proposal regardless of the amount thereof; to reject any proposal, or any number of proposals; to negotiate with any Proposer for a reduction of or alterations in its proposal; to reject all proposals and to call for additional proposals upon the same or different invitations to proposal, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a proposal complies with the invitation to proposal, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
- 31. The apparent low proposal for goods shall be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
- 32. While CCWA intends to purchase at the lowest responsible proposal available, price shall not be the sole criteria utilized by the CCWA in evaluating the proposal

Proposal Requirements

Section 1: Instructions to Proposers

packages submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible proposal:

- a. Ability of proposer to perform in the time frame needed by the CCWA.
- b. Reputation of the proposer in its industry.
- c. Reasonableness of the proposal in relation to anticipated costs.
- d. Ongoing relationships with the CCWA based on above-average prior performance of work with CCWA.
- e. Preference for local proposers where there is no significant variance in price or service.
- 33. Proposers are notified that CCWA reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Proposer's place of business to any affected Authority facility. CCWA further reserves the right to award the contract to a Proposer other than the Proposer offering the lowest price where: (a) the difference in price between the low Proposer and the preferred Proposer is nominal: and (b) CCWA's Board determines that the preferred proposal provides the most cost-effective option due to the closer proximity of the preferred Proposer's place of business to the affected Authority facility or facilities. In such a situation, by responding to this proposal, the Proposer waives any cause of action against CCWA for frustration of proposal or under any similar legal theory; furthermore, the Proposer agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by CCWA in defending against any such claim.
- 34. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Proposers are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
- 35. Proposers are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses. Additionally, it is encouraged that bidders access certified Small Local Business Enterprise (SLBE) vendors from Clayton County, DeKalb County, and City of Atlanta.

Proposal Requirements

Section 1: Instructions to Proposers

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for "Directories", link for "UCP Directory - Excel" at: http://www.dot.ga.gov/PS/Business/DBE.

The successful Bidder will be asked to provide, along with his Request for Payment each month, a list of qualified SLBE and MBE/WBE businesses utilized on this Project.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

36. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

Proposal Requirements

Section 2: Risk Management Requirements

The Contractor will provide minimum insurance coverage and limits as per the following:

The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide a minimum of thirty (30) day advance written notice to the Authority in the event of cancellation, material change, or nonrenewal of policies required under the contract to the Authority. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, licensed or approved to do business in the State of Georgia, and rated Secure ("A-", "VII" or better) by A.M. Best's Insurance Guide throughout the duration of the contract. The letter denotes the company's financial strength, and the Roman numeral represents the financial size of the carrier. Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia. The insurer shall agree to waive all rights of subrogation against the Authority, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Authority, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation from the insurer.

As the risk management requirements herein are minimum required insurance coverage and limits, the Authority's Risk Manager may require additional and/or increase in coverage and limits driven by the complexity of the relevant contract.

The Authority requires insurance on an "occurrence" basis whenever possible. Policies written on a "claims made" basis (e.g. cyber, professional liability and pollution liability) require the inclusion of the following provisions:

- (a) The retroactive date must be shown on the certificate of insurance (or provided a copy of the declarations page showing it).
- (b) Insurance must be maintained for at least two (2) years after completion of the work and/or contract.
- (c) If coverage is canceled or non-renewed after the work has been completed and/or the contract has ended, the contractor must purchase the extended reporting period for at least two (2) years.

Section 2: Risk Management Requirements

ALL CONTRACTS

Worker's Workers' Compensation _ Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability MINIMUM limits of \$500,000 bodily injury for each Accident, \$500,000 bodily injury for each Disease, and \$500,000 bodily injury by Disease for each Employee. Disease \$100,000 each employee, \$500,000 Disease policy limit. If any work is performed out of state including any remote worker, then those states must be covered as well. If there is an exposure of injury to any contractors or providers to any maritime exposures then coverage shall include the appropriate endorsements such as USL&H (United States Longshore and Harbor Workers Comp Act), Jones Act or other federal statutes.

Automobile Liability – Automobile liability required for all contracts except for products or services that are remote only or are delivered by professional delivery service. ISO policy form CA0001 or its equivalent liability coverage. Coverage shall be included for any owned, leased, hired, or non-owned autos (ISO symbol 1 is preferred). For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy. Sole proprietors shall provide the same limits as stated above via a personal auto policy plus an umbrella. Uninsured motorist coverage should be equal to the per occurrence limit except for contracts with other governmental entities.

Umbrella Liability Insurance – recommended for all contracts. The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the

Proposal Requirements

AS APPLICABLE

Crime Liability – Crime Liability required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers. Any use of crypto currencies must be pre-approved by the risk management department.

Cyber Liability – Cyber Liability required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts. Coverage shall include the minimum: Information Security & Privacy Liability, Regulatory Fines and Penalties, Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed, and Ransomware. Since cyber insurance policies are written on a claims made basis insurance must be maintained for at least two (2) years after completion of the work and/or contract.

Professional Liability (Errors & Omissions) – Professional Liability required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

Terrorism Liability – Terrorism Liability required on specific contracts stated by the risk management department including but not limited to: 1) all contracts involving access or use of any water, gas, electric utilities shall require third parties to have TRIA and thirdparty liability limits of at least \$5,000,000; and 2) all special events that are highly visible, politically sensitive, or have more than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors.

Aviation Liability - required for all Drones/UAV

Section 2: Risk Management Requirements

limits required. The Management of the Authority may elect to require higher limits. a. Underlying coverage shall be General Liability, Automobile Liability, and Employers' Liability (Workers' Compensation); b. Concurrent policy dates with primary liability policies except for workers' compensation.

General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability. Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Clayton County Water Authority" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work. The general aggregate products & completed operations and aggregate should be at least twice the minimum required occurrence limit. Policv shall be written on an Insurance Services Office (ISO) industry form CG0001 2010 or newer. Contracts involving any youths or children under 18 should also be required to provide proof of coverage for sexual abuse & molestation coverage that it is either; clearly not excluded on the general liability or purchased as a stand-alone policy. Should the coverage be on a claims-made basis. insurance should remain in force for the life of the contract and up to the date to which the youngest youth/child at the start of the contract turns age 18 plus two years.

Proposal Requirements

(Unmanned Aerial Vehicles), general aviation contracts, and Fixed base operators (FBO). Coverage should include owned, hired, and non-owned aircraft/aviation.

Liquor Liability –required for all third-party services and contracts involving selling, distributing, or serving alcohol. Coverage should be full liquor liability and not "host" liquor if it is being sold.

Sexual Abuse & Molestation Liability – required for all contracts and services involving youths, children, special needs, or senior citizens. Must be maintained for at least two (2) years after completion of the work and/or contract.

Builders Risk – recommended for most construction projects.

Additional Coverage Considerations:

a. The limit of coverage should be equal to the value of the contract or GREATER; b. Covered perils should be at least fire, wind, theft, vandalism, flood, and earthquake

LIMITS OF LIABILITY ON NEXT PAGE

Proposal Requirements

Section 2: Risk Management Requirements

LIMITS OF LIABILITY (Workers' Compensation):

\$500,000	Bodily Injury by Accident - Each Accident
\$500,000	Bodily Injury by Disease - Each Disease
\$500,000	Bodily Injury by Accident - Each Employee

LIMITS OF LIABILITY (General Liability):

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal & Advertising Injury
\$500,000	Damages to Premises/Fire Legal
\$5,000	Medical Payments

LIMITS OF LIABILITY (Automobile):

\$1,000,000	Combined Single Limit OR
\$500,000	Per Person
\$500,000	Per Occurrence
\$100,000	Property Damage
\$1,000	Medical Payments

LIMITS OF LIABILITY (Crime):

\$1,000,000	Employee Dishonesty
\$1,000,000	Funds Transfer Fraud
\$100,000	Money & Securities
\$1,000,000	Computer Crime
\$100,000	Social Engineering or its equivalent

Proposal Requirements

Section 2: Risk Management Requirements

LIMITS OF LIABILITY (Cyber):

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	Annual Aggregate
\$1,000,000	Business Interruption
\$1,000,000	Data Recovery
\$500,000	Cyber Extortion Expenses
\$50,000	Cyber Extortion/Ransom Payments

LIMITS OF LIABILITY (Professional – Errors & Omissions):

\$1,000,000	Each Claim/Wrongful Act
\$2,000,000	General Aggregate

LIMITS OF LIABILITY (Aviation):

\$5,000,000	Each Occurrence
\$1,000,000	Automobile Liability
\$1,000,000	Pollution Liability (FBOs Only)

LIMITS OF LIABILITY (Liquor):

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate

LIMITS OF LIABILITY (Sexual Abuse & Molestation):

\$1,000,000	Each Claim/Wrongful Act			
\$2,000,000	General Aggregate			

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the Authority may elect to require higher limits. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation). Concurrent policy dates with primary liability policies except for workers compensation.

END OF SECTION

Proposal Requirements

Section 3: Required Proposal Submittals

3.1 Required Submittals (Forms):

The following forms are required to be included as part of the proposal submittal. Failure to include any of these items may result in the proposal being deemed nonresponsive:

- A. Claims Handling Specifications Questionnaire. *Proposers must complete this Form in its entirety and submit it with their proposal response.*
- B. Cost Proposal Form.

Proposers must submit their completed and signed Cost Proposal Form in a separate sealed container which should be marked "Cost Proposal Form", and include the proposal title, opening date and time. **The provided Cost Proposal Form shall not be altered or modified**.

- C. Proposer Qualification Information Form.
- D. Georgia Security and Immigration Compliance Act of 2006 Form.
- E. Contractor Affidavit and Agreement Form.
- F. Subcontractor Affidavit Form.
 - 1. If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the proposal MUST also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" Not Applicable.
 - 2. Clayton County Water Authority (CCWA) cannot consider any proposal which does not include completed affidavits. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All Proposers intending to do business with CCWA are responsible for independently apprising themselves and complying with the requirements of that law, and its effect on CCWA procurements and their participation in those procurements.
- G. CCWA SLBE Certificate (if applicable).
- *H.* Copies of any and all license(s) required to perform the work.

Proposal Requirements

Section 3: Required Proposal Submittals

- I. Any other items as required in this RFP including but not limited to the items contained in the Instructions to Proposers.
- J. Non-Collusion Certificate.
- K. Certification of Absence of Conflict of Interest.
- L. W-9 Form (Attachment B).
- M. Vendor Form (Attachment C).
- N. Addenda (if any issued).

END OF SECTION

Proposal Requirements

Section 4: Cost Proposal Form

Proposal of _____

(Hereinafter "Proposer"), organized and existing under the laws of the State of _____,

doing business as ______(insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable).

To the Clayton County Water Authority (hereinafter "Owner").

In compliance with the Request for Proposals, Proposer hereby proposes to perform all work for <u>Third Party Administration Services for Workers Compensation Claims</u> in strict accordance with the Contract Documents as enumerated in the Request for Proposals, within the time set forth therein, and at the prices stated below.

By submission of this proposal, Proposer certifies, and in the case of joint proposal each party thereto certifies as to the party's own organization that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other Proposer or with any competitor. Proposer also certifies compliance with the Instructions to Proposers.

In submitting this proposal, Proposer certifies that he/she is qualified to do business in the state of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

CONTRACT EXECUTION:

The undersigned Proposer agrees, if this proposal is accepted, to enter into an Agreement with OWNER on the form included in the Documents to perform and furnish Work as specified or indicated in the Documents for the Contract Price derived from the proposal and within the times indicated herein and in accordance with the other terms and conditions of the Documents.

Proposer accepts the terms and conditions of the Documents.

INSURANCE:

Proposer further agrees that proposal amount(s) stated herein includes specific consideration for the specified insurance coverages.

February 2024

Section 4: Cost Proposal Form

CCWA guarantees no minimum or maximum quantities, and additionally reserves the right to purchase at the unit price, based on actual need.

ADDENDA:

Proposer acknowledges receipt of the following Addenda:

Section 4: Cost Proposal Form

To be considered responsive, Proposers must propose on all work items listed on this Proposal Form.

The undersigned proposes to complete, in all respects, sound, complete and conformable with this Contract Document the following work for the following amounts:

			<u>PART 1</u>			
			NEW CLAIMS			
WC Claim Type	Estimated Values	Flat Fixed Fee for LIFE OF CLAIM	Extended Total	Flat Fixed Fee for LIFE OF CONTRACT	Extended Total	TOTAL NEW CLAIMS
Lost Time	5	\$	\$	\$	\$	\$
Medical Only	25	\$	\$	\$	\$	\$
Incident Only	5	\$	\$	\$	\$	\$
			·	тот	AL NEW CLAIMS	
			RUNOFF CLAIM	S		•
WC Claim Type	Estimated Values	Flat Fixed Fee for LIFE OF CLAIM	Extended Total	Flat Fixed Fee for LIFE OF CONTRACT	Extended Total	TOTAL RUNOFF CLAIMS
Lost Time	5	\$	\$	\$	\$	\$
Medical Only	25	\$	\$	\$	\$	\$
Incident Only	5	\$	\$	\$	\$	\$
				TOTAL	RUNOFF CLAIMS	\$
				TOT	AL PART 1:	\$
			<u> PART 2</u>			
		DAT	A CONVERSION	RATE		
Flat fee per transfer of	f a Runoff Cla	ims File (Lump	Sum)		\$	
				то	TAL PART 2: \$	

Proposal Requirements

Section 4: Cost Proposal Form

PROPOSED COSTS						
Proposed Annual Savings	Anticipated annual savings	Anticipated percentage (%) savings	Total Proposed Costs			
PPO Network	\$ 5,000.00		\$			
OTHER PROPOSED COSTS	Estimated Values	Flat Fee	Extended Amounts			
Medical Bill Review (For fee schedule / UCR)	4,500 lines	\$	\$			
Hospital Bill Audit (<i>Detailed evaluation of hospital bill verifying charges by reviewing medical records</i>)	100 lines	\$	\$			
Claim Reporting to CMS	2 claims	\$	\$			
SCHIP Reporting (Passthrough fee)	30 claims	\$	\$			
Utilization Review (Per review, including pre-certification and concurrent or during hospitalization)	2 claims	\$	\$			
Telephonic Case Management (hours) - <i>Per hour</i>	10 claims	\$	\$			
Peer Review (hours). Per hour, to be billed in 15-minute increments	2 hours	\$	\$			
RMIS Fees per additional license in excess of 2	Per ID	\$	\$			
Other Administrative Fees. Specify: per hour, per claim, per unit. Also, provide separate detailed description.		\$	\$			
TOTAL	\$					
	ΤΟΤΑ	L PART 3:	\$			

TOTAL COST PROPOSAL (Part 1 + Part 2 + Part 3):

\$

Submitted By (Company Name of Proposer): _____
Proposal Requirements

Section 4: Cost Proposal Form

To be considered responsive to this proposal, Proposers are required to propose on all work items listed on the Proposal Form.

Submitted by:

(NAME OF PROPOSER)

By: _____ (SIGNATURE)

(TITLE)

(DATE)

(SEAL) (ATTEST)

(ADDRESS)

(PHONE NUMBER)

(LICENSE NUMBER) (If applicable)

(E-MAIL ADDRESS)

Clayton County Water Authority	
Third Party Administration Services for Workers Co	ompensation Claims

Division 2		Proposal Requirements
Section 6: Propos	ser Qualification Information	
COMPANY NAME	OF PROPOSER:	
NUMBER OF YEA	RS IN BUSINESS:	
BUSINESS ADDR	ESS OF COMPANY:	
TELEPHONE NUM	1BER:	
POINT OF CONTA	CT NAME:	
POINT OF CONTA ADDRESS:		
COMPANY TAX IE	NUMBER:	
COMPANY WEBS	ITE:	
ENTITY TYPE:	 Individual/Sole Proprietor Privately Held Corporation/LLC Publicly Owned Company 	 Employee Owned Company Partnership Attorney
	 Other (specify): 	
NAME OF PRINC		

Bid Requirements

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto and is incorporated into this Agreement by reference herein.
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
 - 1. _____ 500 or more employees.

 - 2. _____ 100 or more employees.
 3. _____ Fewer than 100 employees.
- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement. the Contractor shall:
 - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor.
 - 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."

Contractor	
Authorized Signature:	
Name:	
Title:	
Date:	

Bid Requirements

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with <u>O.C.G.A.</u> <u>13-10-91</u>, stating affirmatively that the individual, firm, or corporation which is contracting with the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract, the federal work authorization program -EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions established in <u>O.C.G.A.</u> <u>13-10-91</u>.

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with the Clayton County Water Authority, the contractor will only employ or contract with subcontractor(s), who can present a similar affidavit verifying the subcontractor's compliance with <u>O.C.G.A. 13-10-91</u>. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Water Authority within five days of the subcontractor(s) presenting such affidavit(s) to the contractor.

EEV / Basic Pilot Program* User Identification Number Enter the four to seven-digit number	Date of Authorization
Name of Contractor (Printed)	
BY: Authorized Officer or Agent of Contractor (Signature)	Date
Printed Name of Contractor's Authorized Officer or Agent	
Title of Authorized Officer or Agent of Contractor	
SUBSCRIBED AND SWORN BEFORE ME ON THIS 20	DAY OF
Notary Public	My Commission Expires

Bid Requirements

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with <u>O.C.G.A. 13-10-91</u>, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with

on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in <u>O.C.G.A. 13-10-91</u>.

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with _____

on behalf of the Clayton County Water Authority, the subcontractor will only employ or contract with sub-subcontractor(s), who can present a similar affidavit verifying the sub-subcontractor's compliance with <u>O.C.G.A. 13-10-</u> <u>91</u>. The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the sub-subcontractor(s) presenting such affidavit(s) to the Sub-contractor.

EEV / Basic Pilot Program* User Identification Number	Date of Authorization
Enter the four to seven-digit number	
Name of Sub-contractor (Printed)	
Authorized Officer or Agent of Sub-contractor (Signature)	Date
Name of Sub-contractor's Authorized Officer or Agent	
(Printed)	
Title of Authorized Officer or Agent of Sub-contractor	
SUBSCRIBED AND SWORN BEFORE ME ON THIS	DAY OF
20	
Notary Public	My Commission Expires
END OF SECTION	

Bid Requirements

Section 8 - Small Local Business Enterprises (SLBE) – General Information

8.1 **Program Overview**

Clayton County Water Authority (CCWA) implemented a Small Local Business Enterprise (SLBE) Program to promote full and open competition in all government procurement and purchasing.

The SLBE program provides an additional race-and gender-neutral tool for the Authority to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in Authority Solicitations.

SLBEs must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

SLBE in CCWA refers to a locally based small business which meets the following criteria:

- Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed: (1) Construction Firms \$18,250,000; (2) Professional Services Firms \$5,500,000; (3) Architectural Firms \$3,750,000; (4) Engineering Firms \$7,500,000, and (5) Goods and Services less than 250 employees.
- Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year.
- Note: Complete CCWA SLBE Certification Requirements are listed on the Provisional and General Certification Applications; https://www.ccwa.us. To be considered a CCWA SLBE Certified Firm, the vendor shall complete the Certification Process by the solicitation submission deadline.

To encourage participation in contracting regardless of company size, the Authority provides bidders with Solicitation Incentives to ensure that small businesses maintain a competitive advantage in the Authority's solicitation process. The

Bid Requirements

Section 8 - Small Local Business Enterprises (SLBE) – General Information

Authority's three Solicitation SLBE Incentives; Bid Discounts, Preference Points, and SLBE Goal utilization are determined on a solicitation-by-solicitation basis.

8.2 SLBE Incentive Type

The purpose of this section is to communicate the use of an SLBE Incentive (Bid Discount or Preference Points) for Prime Contractors in the solicitation and provide instructions or requirements of the intended SLBE Incentive.

This solicitation offers the following SLBE Incentive: (Refer to check marked section.)

Bid Discount

Bid discounts are incentives that allow an original bid amount to be discounted for evaluation purposes in determining the lowest responsive, responsible bidder, while the original bid amount will be the basis for contract award.

The calculation of SLBE tiered bid discounts shall be as follows:

- ➢ 10% for SLBE's in Clayton County.
- 7.5% for SLBE's within the 10 counties: Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding.

Example: A \$100,000 bid with a 7.5% bid discount would be evaluated at \$92,500. However, \$100,000 would be paid to the successful bidder.

✓ Preference Points

RFP Preference Points are point incentives that are awarded on a basis that includes factors other than the lowest price and wherein responses that are submitted by CCWA SLBE Certified Firms are awarded additional points in the evaluation process in the scoring and ranking of proposals. The awarded points are disbursed for CCWA SLBE Certified Firms proposing as a Prime Contractor and located in Clayton County or the ten (10) counties outlined in Section 8.1. RFP Preference points will be added to the total score for evaluation purposes in determining the highest ranked responsible, responsive proposer.

The calculation of tiered RFP Preference Points in this solicitation for CCWA SLBE Certified Firms will be based on the following criteria:

> 10 Points for CCWA SLBE Firms in Clayton County.

Bid Requirements

Section 8 - Small Local Business Enterprises (SLBE) – General Information

7.5 Points for CCWA SLBE Firms within the 10 counties: Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding.

TOTAL POINTS 80	TOTAL POINTS 70
SLBE Preference Points –Clayton 10	No SLBE Preference 0
Technical Requirements	Technical Requirements 30
General Requirements	General Requirements 40
SLBE Proposal	NON-SLBE Proposal
SBLE Preference Points	(POSSIBLE TOTAL 10 POINTS)
Technical requirements	(POSSIBLE TOTAL 50 POINTS)
General proposal requirements	(POSSIBLE TOTAL 50 POINTS)
<u>Example.</u>	

8.3 SLBE Conclusion

Evennle

A bidder does not have to be a CCWA SLBE Certified Firm to participate in a solicitation where Bid Discounts or Preference Points Incentives are offered.

The use of Certified CCWA SLBE Firms as subcontractors will not establish eligibility to receive Bid Discounts or Preference Points. In the event of a tie between a CCWA SLBE Certified Firm and a non-CCWA SLBE Certified firm, the CCWA SLBE Certified Firm will be recommended for the contract.

By signing the solicitation, the bidder is certifying that he/she has complied with the requirements of this program. Contact the Small Business Procurement Coordinator at <u>ccwa slbe program@ccwa.us</u> for more information on becoming certified.

8.4 Solicitation SLBE Required Form(s)

For CCWA SLBE Certified Firms claiming a Bid Discount or Preference Points, a copy of their valid CCWA SLBE Certification Letter must be provided with their solicitation response.

Contract Forms

Section 1: Agreement Form

STATE OF GEORGIA COUNTY OF CLAYTON

AGREEMENT FOR ONGOING PROVISION OF SERVICES

WHEREAS, the Authority is contracting with the Contractor for **Third Party** Administration Services for Workers Compensation Claims as provided for under the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **DESCRIPTION OF SERVICES**. The Authority agrees to obtain from the Contractor the services described generally in **Exhibit A** attached hereto and, if applicable, as may be further described on all purchase orders issued by the Authority pursuant to Paragraph 5 of this Agreement (individually, a "PO" and collectively, the "POs") ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the Authority. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.

Services must be provided at the times specified, and at the regularly scheduled intervals as outlined in the Request for Proposal package.

2. <u>COMPENSATION</u>. The Authority shall pay to the Contractor the prices stipulated in the Proposal dated ______, hereto attached as **Exhibit B** ("Cost Proposal"), as full compensation for Services. The total amount of payments by the Authority under this Agreement shall not exceed the amount identified in the Cost Proposal.

The Authority shall pay the Contractor net 30 days upon receipt of an invoice and upon acceptance of Services in accordance with this Agreement. Payments from the Authority will be delivered to the Contractor electronically or via first-class mail.

Contract Forms

Section 1: Agreement Form

- 3. **TERM OF AGREEMENT**. The initial term of this Agreement shall commence on May 1, 2024, and shall terminate on April 30, 2025, unless otherwise terminated earlier as provided in this Agreement or unless renewed and extended by the Parties in writing.
- 4. **RENEWAL ADJUSTMENTS.** The parties recognize that substantial changes in the economy of the nation may occur during the initial term of this Agreement and during each succeeding renewal period. Accordingly, the parties agree that the prices stipulated in the Cost Proposal ("Contract Price") may be adjusted on each succeeding renewal date of this Agreement in accordance with the Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI") for the calendar month preceding the month during which the renewal date falls, to the extent of change in the index as compared with the index number for the month of the commencement of this Agreement. Notwithstanding anything to the contrary herein, cost-plus pricing shall not be eligible for renewal adjustments.
- 5. **INITIATION OF INDIVIDUAL PROJECTS.** Each individual project or engagement of Services by the Authority shall begin with a PO to the Contractor. The PO may contain terms and conditions for adherence by the Contractor; provided, however, that in the event of a conflict between the terms of this Agreement and the terms of the PO, the terms of this Agreement shall control.
- 6. **WARRANTY ON SERVICES RENDERED**. The Contractor warrants that the Contractor's services and workmanship provided under this Agreement shall be (i) free from defects for a period of two (2) years from the date of final acceptance of the good or service; (ii) performed as stipulated in the proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules, and policies. Upon receipt of written notice of a defect by the Authority, the Contractor shall repair the defect in a timely manner at no expense to the Authority.

7. **RELATIONSHIP OF THE PARTIES.**

(a) <u>Independent Contractors</u>. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the Authority and the Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the Authority and the Contractor. It is expressly agreed

Contract Forms

Section 1: Agreement Form

that the Contractor is acting as an independent contractor and not as an employee in providing Goods and Services under this Agreement.

- (b) <u>Employee Benefits</u>. The Contractor shall not be eligible for any benefit available to employees of the Authority including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health or life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) <u>Payroll Taxes</u>. No income, social security, state disability, or other federal or state payroll tax will be deducted from payments made to the Contractor under this Agreement. The Contractor shall be responsible for all FICA, federal and state withholding taxes, and workers' compensation coverage for any individuals assigned to perform the Services for the Authority.
- (d) <u>Conformance with Laws</u>. The Contractor shall perform Goods and Services in compliance with all applicable laws. The Contractor shall be responsible for the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals, and permits required of the Contractor for Good and Services and in complying with this Agreement.
- 8. <u>CONTRACTOR'S AFFIDAVITS</u>. The Contractor shall issue a "Waiver and Release of Lien and Payment Bond Rights Upon Interim Payment" and a "Waiver and Release of Lien and Payment Bond Rights upon Final Payment" provided by the Authority before receiving any interim or final payment for any Services.
- 9. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the Authority. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the Authority consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including, without limitation, all of the Contractor's obligations under Paragraphs 6 and 7 of this Agreement relating to warranties.
- 11. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES.** In the event that the Contractor, the Contractor's employees or agents, or the Contractor's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall

Contract Forms

Section 1: Agreement Form

observer all security requirements and all plant safety, plant protection, and traffic regulations.

- 12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless the Authority and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the "Authority Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses, including, but not limited to, reasonable attorney's fees and costs or fines or penalties charged by any governmental entity, incurred by the Authority or any Authority Indemnitees as a result of or arising out of (i) the wrongful misconduct or negligence, including, but not limited to, fraud, of Contractor or its employees, agents, or representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, or representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with Services under this Agreement. Contractor expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Authority or Authority Indemnitees as provided herein. These obligations provided for under this paragraph shall survive termination of this Agreement.
- 13. <u>**RISK MANAGEMENT REQUIREMENTS.</u>** The Contractor shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and hereby incorporated into this Agreement.</u>

14. **TERMINATION FOR DEFAULT.**

- (a) The Authority may, subject to the provisions of subparagraph (c) of this paragraph, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof or (ii) if the Contractor fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and does not cure such failure within a period of ten (10) or more days, as the Authority may authorize in writing, after receipt of notice from the Authority specifying such failure.
- (b) In the event the Authority terminates this Agreement in whole or in part as provided in subparagraph (a) of this paragraph, the Authority may procure,

Contract Forms

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upon such terms and in such manner as the Authority may deem appropriate, goods or services similar to those so terminated, and Contractor shall be liable to the Authority for any excess costs for the same, including, but not limited to, all cost and expenses of the type specified in Paragraphs 6 and 7 of this Agreement relating to warranties; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" as used in this Agreement shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to Paragraph 17 of this Agreement relating to Termination for Convenience.
- (e) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 15. **<u>TERMINATION FOR CONVENIENCE</u>**. The Authority may at any time, by written notice, terminate all or any part of this Agreement for the Authority's convenience.

Contract Forms

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If this Agreement is terminated, in whole or in part, for the Authority's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work and Services under this Agreement to the effective date of termination; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to Good and Services and work under this Agreement not yet performed or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the Good and Services and work terminated.

16. **<u>CONFLICTS OF INTEREST</u>**. Contractor warrants and represents that:

- (a) The Services performed under this Agreement will not create an actual or apparent conflict of interest with any other work Contractor is currently performing or may perform during the term of this Agreement.
- (b) The Contractor is not presently subject to any agreement with a competitor of the Authority or with any other party that will prevent the Contractor from performing in full accord with this Agreement.
- (c) The Contractor is not subject to any statute, regulation, ordinance, or rule that will limit the Contractor's ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept work other than work from the Authority during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder; and
- (d) The Contractor shall immediately notify the Authority in writing specifically disclosing any and all potential or actual conflicts of interests which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement.
- 17. CONTRACTOR AS CONSULTANT AND CONFLICTS OF INTEREST. In addition to the duties and responsibilities set forth herein, in the event any work requires the Contractor to develop or draft specifications or requirements for a solicitation or to serve in a consultative role during a bid or proposal evaluation or negotiation process, the Contractor agrees to the following:
 - (a) The Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of the Authority.

Contract Forms

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- (b) The Contractor shall not have any interest, nor shall the Contractor acquire any interest, directly or indirectly, which would conflict in any manner with the performance of consulting services required under such work.
- (c) The Contractor shall immediately disclose to the Authority any material transaction or relationship, including, but not limited to, that of the Contractor, its employees, agents, or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements; involvement in litigation or other dispute; client relationships; or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

The Contractor acknowledges that any violation or threatened violation of the provisions of this paragraph may cause irreparable injury to the Authority, entitling the Authority to seek injunctive relief in addition to all other legal remedies.

- 18. **<u>DISPUTES</u>**. Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Authority's direction.
- 19. **NOTICES.** Any notices under this Agreement shall be in writing and sent to the respective party at the following address:

To the Authority:

Purchasing Manager Clayton County Water Authority 1600 Battle Creek Road Morrow, Georgia 30260

To the Contractor:

Attn: _____

Contract Forms

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Any notice sent pursuant to this paragraph shall be deemed delivered: (i) when delivered by hand or courier or by overnight delivery with signature receipt required; (ii) when sent by confirmed facsimile or email to a party with a copy sent by another means specified in this paragraph; or (iii) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. A party may change its address for communications by notice in accordance with this paragraph.

20. **ATTORNEYS' FEES.** The Contractor shall pay reasonable attorneys' fees to the Authority should the Authority be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the Authority.

21. CONFIDENTIAL INFORMATION.

- Disclosure of Confidential Information. The Contractor acknowledges that (a) the Contractor may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance and in writing or is required to be disclosed by court order, subpoena, or otherwise by law, neither the Contractor nor any of its employees shall disclose, transfer, distribute, or allow access to any confidential information of the other party to third parties. If the Contractor is required to disclose any information that it has access to or became acquainted with as a result of this Agreement. the Contractor shall provide the Authority with at least thirty-six (36) hours prior notice of its intent to disclose such information, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication, or other written item compelling disclosure with the name, address, phone number, and email address of the person requesting disclosure.
- (b) <u>Security Breach Notification</u>. If the Contractor becomes aware of a security breach or any other event that compromises the security, confidentiality, or integrity of information that it has access to or became acquainted with as a result of this Agreement, the Contractor shall take appropriate actions to contain, investigate, and mitigate the security breach or other compromising event. The Contractor shall notify the Authority of a security breach or other than seventy-two (72) hours after the Contractor becomes aware of such security breach or other compromising event.

Contract Forms

Section 1: Agreement Form

- (c) <u>Survival</u>. The obligations provided for under this paragraph shall survive termination of this Agreement.
- 22. <u>GOVERNING LAW AND CONSENT TO JURISDICTION</u>. This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Court of Clayton County, Georgia.
- 23. **<u>NON-WAIVER</u>**. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
- 24. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
- 25. **INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- 26. <u>AMENDMENTS</u>. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- 27. **<u>COUNTERPARTS</u>**. This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement.
- 28. <u>ELECTRONIC SIGNATURES.</u> Pursuant to O.C.G.A. Section 10-12-7, this Agreement may be executed and delivered by the Parties by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of the Parties thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

Contract Forms

Section 1: Agreement Form

- 29. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
- 30. **CAPTIONS.** The organization of this Agreement into articles, sections, paragraphs, or subparagraphs or the use of headings and subheadings are for convenience and reference only and will not modify or affect the meaning, interpretation, construction, or effect of this Agreement nor the rights, obligations, or liabilities of the parties under this Agreement.
- 31. CALCULATION OF TIME PERIODS. Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

[SIGNATURES ON NEXT PAGE]

Contract Forms

Section 1: Agreement Form

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

CONTRACTOR

By:		By:	
Name:	H. BERNARD FRANKS	Name:	
Title:	Chief Executive Officer	Title:	
Attest:		Attest:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Section 1: Agreement Form

Contract Forms

EXHIBIT A

SCOPE OF GOODS AND SERVICES

THIS "EXHIBIT A" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 4 SECTION 1 OF THE CONFORMED DOCUMENTS FOR RFP NUMBER 2024-HR-08.

Section 1: Agreement Form

Contract Forms

EXHIBIT B

COST PROPOSAL

THIS "EXHIBIT B" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2 SECTION 4 OF THE CONFORMED DOCUMENTS FOR RFP NUMBER 2024-HR-08.

Section 1: Agreement Form

Contract Forms

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

THIS "EXHIBIT C" SHALL BE THE LANGUAGE AS SET FORTH IN DIVISION 2 SECTION 2 OF THE CONFORMED DOCUMENTS FOR RFP NUMBER 2024-HR-08.

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF

, COUNTY OF

Personally appeared before the undersigned officer duly authorized by law to administer oaths:

who, after being first duly sworn, depose and say that they are all the officers, agents, persons or employees who have acted for or represented:

, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Third Party Administration Services for Workers Compensation <u>Claims</u>** has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a proposal therefore or induced or attempted to induce another to withdraw a bid for said work.

ATTEST:

		By: Bidder	
By:	Name	_ By: Name	
Title:		_ Title:	
Sworn to	and subscribed before me this_	day of	, 20
Notary Pu	ublic:	_ My Commission expires:	

Contract Forms

Section 5: Certification of Absence of Conflict of Interest.

CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST

(O.C.G.A. § 36-80-28)

The undersigned Contractor, who is entering into a contract or arrangement with the Clayton County Water Authority (CCWA), by signing below acknowledges and certifies to follow the requirements below:

- (1) Contractor shall avoid any appearance of impropriety and shall follow all of CCWA's policies and procedures related to the project.
- (2) Contractor discloses below any material transaction or relationship currently known to Contractor that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Contractor, Contractor's employees, agents or subsidiaries. (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):
- (3) Contractor shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.
- (4) Contractor acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to CCWA entitling CCWA to seek injunctive relief in addition to all other legal remedies.

NAME OF CONTRACTOR

Name of Contractor's Authorized Official

Signature of Contractor's Authorized Official

DATE

ATTACHMENT A

TOP MEDICAL PROVIDERS LIST

CLAYTON COUNTY WATER AUTHORITY

2022-2023 Top Medical Providers

PAYABLE TO:	2023 TOTAL
PIEDMONT HOSPITAL	\$36,846.03
PHYSICIANS PAIN AND REHAB	\$16,311.97
PEACHTREE ORTHOPAEDIC SURGERY	\$16,046.43
CADUCEUS USA	\$15,217.58
PEACHTREE ORTHOPEDIC CLINIC	\$15,087.81
STREAMLINE PT	\$13,888.27
SOUTHERN BONE & JOINT ASC LLC	\$12,757.91
ALIGN NETWORKS	\$5,246.84
CompComplete	\$5,100.00
SUTTON ORTHOPAEDICS	\$4,413.18
STREAMLINE IMAGING	\$4,126.48
TOXICOLOGY MANAGEMENT	\$3,407.74
SUTTON ORTHOPAEDICS & SPORTS MED	\$3,288.11
WINFIELD MEDICAL SOLUTIONS	\$3,002.87
MICHAEL HILTON MD	\$2,929.36
RANDY RIZOR	\$2,750.00
CARLISLE MED INC	\$2,747.78
THE PHYSICIANS SPINE & REHAB	\$2,682.08
ONE CALL MEDICAL	\$2,055.94
SLYVAN GROVE HOSPITAL	\$1,651.08
PIEDMONT ANESTHESIA ASSOC	\$1,528.45
PEACHTREE ORTHOPAEDIC CLINIC	\$1,495.98
GLOBAL TRANS SERVICES, INC	\$1,491.50
PRIME HEALTHCARE FOUNDATION SOUTHERN REGIONAL LLC	\$1,382.02
PEACHTREE OCC MED	\$1,067.31
GEORGIA BONE AND JOINT	\$938.69
PIEDMONT HENRY HOSPITAL	\$848.10
THERAPY DIRECT	\$800.00
THE PHYSICIANS SPINE AND REHAB	\$734.70



CLAYTON COUNTY WATER AUTHORITY

2022-2023 Top Medical Providers

PAYABLE TO:	2023 TOTAL
WRIGHT MEDICAL SERVICES	\$682.50
ABSOLUTE SOLUTIONS	\$495.00
CLAIMPAY, INC	\$447.17
THE PHYSICIANS PAIN & REHAB	\$413.18
ELITE CARE RX LLC	\$356.40
JOSE LEON VIDANA	\$317.40
DIANE PHILLIPS	\$305.53
INJURED WORKERS PHARMACY, LLC	\$295.61
NORTHSIDE HOSPITAL	\$272.93
RX BRIDGE	\$237.10
INPHYNET PRMRY CARE PHY SE	\$197.90
SUMMITT RADIOLOGY	\$60.35
EDWARD WILSON	\$35.08
STREAMLINE PT DIRECT LLC	-\$586.77
PROGRESSIVE CASUALTY INSURANCE CO	-\$4,071.51

ATTACHMENT B

WORKERS' COMPENSATION CLAIMS – LOSS DATA REPORT

133/203-00001 10/27/022 0 IC 52,7256 53,784.50 51,000.00 50,00 56,000 50,00 50,00 50,00	CLAIM#	D/A:	STATUS SEVERI TY	MEDICAL PAID	INDEMNITY PAID	EXPENSE PAID	LEGAL PAID	MEDICAL RESERVES	INDEMNITY RESERVES	EXPENSE RESERVES	LEGAL RESERVES	TOTAL PAID	TOTAL RESERVES	TOTAL INCURRED
133-203-00001 1/2/3/2023 C MO \$1,08-12.8 \$0,00 \$1,00.0 \$0,00 \$1,00.0 \$0,00 \$1,00.0	133-2023-000011	10/27/2023	O LT	\$2,472.56	\$3 <i>,</i> 536.50	\$0.00	\$0.00	\$19,527.44	\$20 <i>,</i> 463.50	\$1,500.00	\$0.00	\$6,009.06	\$41,490.94	\$47,500.00
133 133 <td>133-2023-000012</td> <td>10/25/2023</td> <td>0 M0</td> <td>\$674.77</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$1,825.23</td> <td>\$0.00</td> <td>\$500.00</td> <td>\$0.00</td> <td>\$674.77</td> <td>\$2,325.23</td> <td>\$3,000.00</td>	133-2023-000012	10/25/2023	0 M0	\$674.77	\$0.00	\$0.00	\$0.00	\$1,825.23	\$0.00	\$500.00	\$0.00	\$674.77	\$2,325.23	\$3,000.00
133-202-000008 8/16/2023 0 MO 50.00 \$0.00 \$0.00 \$5.00.0 <t< td=""><td>133-2023-000010</td><td>10/23/2023</td><td>0 M0</td><td>\$1,051.28</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$1,448.72</td><td>\$0.00</td><td>\$500.00</td><td>\$0.00</td><td>\$1,051.28</td><td>\$1,948.72</td><td>\$3,000.00</td></t<>	133-2023-000010	10/23/2023	0 M0	\$1,051.28	\$0.00	\$0.00	\$0.00	\$1,448.72	\$0.00	\$500.00	\$0.00	\$1,051.28	\$1,948.72	\$3,000.00
133-202-00000 MQ St,151.67 St,000 St,78.55 St,000 St,81.63 St,000 St,31.67 St,100,00 133-2023-000005 6/10/2023 C UT St,70.49 Ste2.13 St,000 St0.00 St0.00 </td <td>133-2023-000009</td> <td>9/22/2023</td> <td>C MO</td> <td>\$1,282.80</td> <td>\$0.00</td> <td>\$65.88</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$1,348.68</td> <td>\$0.00</td> <td>\$1,348.68</td>	133-2023-000009	9/22/2023	C MO	\$1,282.80	\$0.00	\$65.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,348.68	\$0.00	\$1,348.68
133 133 123 <td>133-2023-000008</td> <td>8/16/2023</td> <td>0 M0</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$2,500.00</td> <td>\$0.00</td> <td>\$500.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$3,000.00</td> <td>\$3,000.00</td>	133-2023-000008	8/16/2023	0 M0	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00
133-202-00005 6/30/7023 C IT S7,704.59 S962.96 S21.13 S0.00 S0.00 S0.00 S8,77.88 S0.00 S8,87.88 133-2023-000001 5/4/2023 C MO S12.52.51 S0.00 S21.41 S0.00 S0.00 S0.00 S0.00 S0.00 S1.00.0 S552.85 133-2023-00001 5/4/2023 C MO S1.719.20 S0.00	133-2023-000007	8/8/2023	0 M0	\$5,151.67	\$0.00	\$178.55	\$0.00	\$5,848.33	\$0.00	\$321.45	\$0.00	\$5 <i>,</i> 330.22	\$6,169.78	\$11,500.00
133-202-00004 6/14/2023 C M0 S1,169.22 S0.00 S2.00 S0.00 S0.00 S0.00 S1,22.38 S0.00 S1,22.38 133-2023-000001 S/4/2023 C M0 S2.57.1 S0.00 S2.00 S0.00	133-2023-000006	7/27/2023	0 M0	\$1,689.31	\$0.00	\$87.65	\$0.00	\$810.69	\$0.00	\$412.35	\$0.00	\$1,776.96	\$1,223.04	\$3,000.00
133-2023-000001 5/4/2023 C MO \$52.51 \$0.00 \$27.14 \$0.00 \$0.00 \$0.00 \$50.00 \$552.85 \$0.00 \$552.85 133-2023-000012 5/3/2023 C MO \$0.00	133-2023-000005	6/30/2023	C LT	\$7,704.59	\$962.96	\$211.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,878.88	\$0.00	\$8,878.88
133-202-000002 5/3/2022 C MO \$1,719.20 \$0.00 \$1.00 \$0.00 </td <td>133-2023-000004</td> <td>6/14/2023</td> <td>C MO</td> <td>\$1,169.22</td> <td>\$0.00</td> <td>\$54.61</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$1,223.83</td> <td>\$0.00</td> <td>\$1,223.83</td>	133-2023-000004	6/14/2023	C MO	\$1,169.22	\$0.00	\$54.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,223.83	\$0.00	\$1,223.83
133-202-00014 4/29/2023 C MO \$0.00	133-2023-000001	5/4/2023	C MO	\$525.71	\$0.00	\$27.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$552.85	\$0.00	\$552.85
133-202-000015 3/17/2023 C 10 \$0.00	133-2023-000002	5/3/2023	C MO	\$1,719.20	\$0.00	\$81.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800.20	\$0.00	\$1,800.20
133-2022-000012 2/2/4/2033 MO \$496.59 \$0.00 \$24.78 \$0.00 \$0.00 \$0.00 \$521.37 \$0.00 \$521.37 133-2022-000011 2/13/2023 MO \$32.664.94 \$0.00 \$50.00 \$0.00 \$0.00 \$50.00 \$174.25 \$0.00 \$50.00 \$0.00	133-2022-000014	4/29/2023	C MO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
133-2022-00001 2/13/2023 C MO \$2,664.94 \$0.00 \$38.19 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$50.00<	133-2022-000015	3/17/2023	C IO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
133-2022-000008 1/19/2023 C MO \$387.69 \$0.00 \$166.88 \$0.00 \$0.00 \$0.00 \$50.0	133-2022-000012	2/24/2023	C MO	\$496.59	\$0.00	\$24.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$521.37	\$0.00	\$521.37
133-2022-000011/19/2023 0M0\$6,680.19\$0.00\$325.75\$0.00\$4,819.81\$0.00\$174.25\$0.00\$7,005.94\$4,994.06\$12,000.0133-2022-000001/19/2022 CM0\$0.00 <td< td=""><td>133-2022-000011</td><td>2/13/2023</td><td>C MO</td><td>\$2,664.94</td><td>\$0.00</td><td>\$38.19</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$2,703.13</td><td>\$0.00</td><td>\$2,703.13</td></td<>	133-2022-000011	2/13/2023	C MO	\$2,664.94	\$0.00	\$38.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,703.13	\$0.00	\$2,703.13
133-2022-000007 1/19/2023 C MO \$0.00 <td>133-2022-000008</td> <td>1/19/2023</td> <td>C MO</td> <td>\$387.69</td> <td>\$0.00</td> <td>\$166.88</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$554.57</td> <td>\$0.00</td> <td>\$554.57</td>	133-2022-000008	1/19/2023	C MO	\$387.69	\$0.00	\$166.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$554.57	\$0.00	\$554.57
133-2022-000007 12/15/2022 C MO \$0.00<	133-2022-000010	1/19/2023	0 M0	\$6,680.19	\$0.00	\$325.75	\$0.00	\$4,819.81	\$0.00	\$174.25	\$0.00	\$7,005.94	\$4,994.06	\$12,000.00
133-2022-000006 9/5/2022 C IT \$8,796.21 \$1,742.40 \$163.83 \$0.00 \$0.00 \$0.00 \$0.00 \$10,702.44 \$0.00 \$821.79 133-2022-000005 8/2/2022 C M0 \$855.66 \$0.00 \$34.15 \$0.00 \$0.00 \$0.00 \$0.00 \$80.00	133-2022-000009	1/19/2023	C MO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
133-2022-0000058/17/2022 CM0\$783.60\$0.00\$38.19\$0.00\$0.00\$0.00\$0.00\$821.79\$0.00\$821.79133-2022-0000038/2/2022 CM0\$53.56\$0.00\$41.50\$0.00\$0.00\$0.00\$0.00\$1.00\$1.951.00\$897.16133-2022-0000047/2/2022 CM0\$1.31.430\$0.00\$3.670\$0.00\$0.00\$0.00\$0.00\$0.00\$1.851.00\$3.252.14\$0.00\$5.05\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$5.05\$0.00\$2.852.69\$0.00\$2.852.69\$0.00\$2.852.69\$0.00\$	133-2022-000007	12/15/2022	C MO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
133-2022-0000058/17/2022 CM0\$783.60\$0.00\$38.19\$0.00\$0.00\$0.00\$0.00\$821.79\$0.00\$821.79133-2022-0000038/2/2022 CM0\$53.56\$0.00\$41.50\$0.00\$0.00\$0.00\$0.00\$1.00\$1.951.00\$897.16133-2022-0000047/2/2022 CM0\$1.31.430\$0.00\$3.670\$0.00\$0.00\$0.00\$0.00\$0.00\$1.851.00\$3.252.14\$0.00\$5.05\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$5.05\$0.00\$2.852.69\$0.00\$2.852.69\$0.00\$2.852.69\$0.00\$	133-2022-000006	9/5/2022	C LT	\$8,796.21	\$1,742.40	\$163.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,702.44	\$0.00	\$10,702.44
133-2022-000002 7/20/2022 C MO \$1,314.30 \$0.00 \$36.70 \$0.00 \$0.00 \$0.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,351.00 \$1,00 \$1,00 \$1,351.00 \$1,00 \$1,351.00 \$1,00 \$1,251.00 \$1,00 \$1,00 \$1,00 \$1,00 \$1,251.00 \$1,00 \$0,00 <t< td=""><td>133-2022-000005</td><td>8/17/2022</td><td>C MO</td><td>\$783.60</td><td>\$0.00</td><td>\$38.19</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$821.79</td><td>\$0.00</td><td>\$821.79</td></t<>	133-2022-000005	8/17/2022	C MO	\$783.60	\$0.00	\$38.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$821.79	\$0.00	\$821.79
133-2022-000004 7/7/2022 C LT \$1,346.81 \$1,848.74 \$56.59 \$0.00 \$0.00 \$0.00 \$0.00 \$3.00 \$3.00 \$3.00 \$3.252.14 \$0.00 \$3,252.14 133-2022-000001 5/31/2022 O LT \$49,381.53 \$4,364.43 \$1,412.18 \$0.00 \$21,118.47 \$23,635.57 \$4,087.82 \$0.00 \$55,158.14 \$39,841.86 \$95,000.00 133-2021-000026 4/25/2022 C MO \$2,728.61 \$0.00 \$34.57 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$6	133-2022-000003	8/2/2022	C MO	\$855.66	\$0.00	\$41.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$897.16	\$0.00	\$897.16
133-2022-0000015/31/2022 OLT\$49,381.53\$4,364.43\$1,412.18\$0.00\$12,118.47\$23,635.57\$4,087.82\$0.00\$55,158.14\$39,841.86\$95,000.00133-2021-0000264/25/2022 CMO\$2,728.61\$0.00\$124.08\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$2,852.69\$0.00\$2,852.69133-2021-0000274/22/2022 CLT\$623.00\$0.00\$34.57\$0.00\$0.00\$0.00\$0.00\$0.00\$60.77\$0.00\$68,75.77\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$8,975.70\$0.00\$1,125.41\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$1,193.23\$0.00\$2,046.52133-2021-0000121/4/2022 CLT\$12,134.58\$0.00\$7.04\$0.00\$1,193.23\$0.00\$5.71.57\$0.00\$5.77.42\$0.00\$5.71.57\$0.00\$5.71.57\$0.00\$5.71.57\$0.00\$5.71.57\$0.00\$5.71.57\$0.00\$5.71.57\$0.00\$5.71.57\$0.00\$5.71.57<	133-2022-000002	7/20/2022	C MO	\$1,314.30	\$0.00	\$36.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1 <i>,</i> 351.00	\$0.00	\$1,351.00
133-2021-000026 4/25/2022 C MO \$2,728.61 \$0.00 \$124.08 \$0.00 \$0.00 \$0.00 \$0.00 \$2,852.69 \$0.00 \$2,852.69 133-2021-000027 4/22/2022 C LT \$623.00 \$0.00 \$34.57 \$0.00 \$0.00 \$0.00 \$0.00 \$60.00 \$60.00 \$657.57 \$0.00 \$657.57 133-2021-000024 4/13/2022 C MO \$4,577.12 \$0.00 \$1.193.23 \$0.00 \$1.193.23 \$0.00 \$1.193.23 \$0.00 \$1.193.23 \$0.00 \$1.193.23 \$0.00 \$1.193.23 \$0.00 \$1.193.23 \$0.00 \$1.193.23 \$0.00 \$1.193.23<	133-2022-000004	7/7/2022	C LT	\$1,346.81	\$1,848.74	\$56.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,252.14	\$0.00	\$3,252.14
133-2021-0000274/22/2022 CLT\$623.00\$0.00\$34.57\$0.00\$0.00\$0.00\$0.00\$0.00\$657.57\$0.00\$657.57133-2021-0000244/13/2022 CMO\$4,577.12\$0.00\$2,069.58\$2,329.00\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00<	133-2022-000001	5/31/2022	O LT	\$49,381.53	\$4,364.43	\$1,412.18	\$0.00	\$12,118.47	\$23,635.57	\$4,087.82	\$0.00	\$55,158.14	\$39,841.86	\$95,000.00
133-2021-0000244/13/2022 CMO\$4,577.12\$0.00\$2,069.58\$2,329.00\$0.	133-2021-000026	4/25/2022	C MO	\$2,728.61	\$0.00	\$124.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2 <i>,</i> 852.69	\$0.00	\$2,852.69
133-2021-0000233/18/2022 CIO\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$1,193.23\$0.00\$5,704.29\$0.00\$875.36\$0.00\$875.36\$0.00\$875.36\$0.00\$875.36\$0.00\$875.36\$0.00\$57,704.29\$0.00\$57,704.29\$0.00\$57,704.29\$0.00\$57,704.29\$0.00\$57,704.29\$0.00\$57,704.29\$0.00\$57,704.29\$0.00\$57,157\$0.00\$57,157\$0.00\$57,157\$0.00\$211.89\$0	133-2021-000027	4/22/2022	C LT	\$623.00	\$0.00	\$34.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$657.57	\$0.00	\$657.57
133-2021-0000211/14/2022 CLT\$12,345.58\$8,019.24\$100.44\$0.00\$0.00\$0.00\$0.00\$20,465.26\$0.00\$20,465.26133-2021-0000221/6/2022 CMO\$1,122.54\$0.00\$70.69\$0.00\$0.00\$0.00\$0.00\$0.00\$1,193.23133-2021-00002012/9/2021 CMO\$41,22.54\$0.00\$70.69\$0.00\$0.00\$0.00\$0.00\$0.00\$875.36\$0.00\$1,193.23133-2021-00001911/23/2021 CLT\$33,719.52\$22,466.52\$973.75\$544.50\$0.00\$0.00\$0.00\$57,704.29\$0.00\$57,704.29133-2021-0000189/29/2021 CMO\$531.51\$0.00\$40.06\$0.00\$0.00\$0.00\$0.00\$571.57\$0.00\$571.57133-2021-0000159/20/2021 CMO\$211.89\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$211.89\$0.00\$211.89133-2021-0000169/12/2021 CMO\$3,879.96\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$4,040.88\$0.00\$4,040.88133-2021-0000139/7/2021 RLT\$76,429.35\$45,512.00\$477.74\$0.00\$2,500.00\$0.00\$0.00\$0.00\$122,419.09\$3,000.00\$125,419.09133-2021-0000128/24/2021 CMO\$271.25\$0.00\$17.54\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$288.79\$0.00\$288.79133-2021-0	133-2021-000024	4/13/2022	C MO	\$4,577.12	\$0.00	\$2,069.58	\$2,329.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,975.70	\$0.00	\$8,975.70
133-2021-0000221/6/2022 CMO\$1,122.54\$0.00\$70.69\$0.00\$0.00\$0.00\$0.00\$1,193.23\$0.00\$1,193.23133-2021-00002012/9/2021 CMO\$843.88\$0.00\$31.48\$0.00\$0.00\$0.00\$0.00\$0.00\$875.36\$0.00\$875.36133-2021-00001911/23/2021 CLT\$33,719.52\$22,466.52\$973.75\$544.50\$0.00\$0.00\$0.00\$0.00\$57,704.29\$0.00\$57,704.29133-2021-0000189/29/2021 CMO\$531.51\$0.00\$40.06\$0.00\$0.00\$0.00\$0.00\$50.00\$57,704.29\$0.00\$571.57133-2021-0000159/20/2021 CMO\$211.89\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$4,040.88\$0.00\$211.89133-2021-0000169/12/2021 CMO\$3,879.96\$0.00\$16.92\$0.00\$0.00\$0.00\$0.00\$4,040.88\$0.00\$4,040.88133-2021-0000139/7/2021 RLT\$76,429.35\$45,512.00\$477.74\$0.00\$2,500.00\$0.00\$0.00\$0.00\$122,419.09\$3,000.00\$125,419.09133-2021-0000128/24/2021 CMO\$271.25\$0.00\$17.54\$0.00\$0.00\$0.00\$0.00\$0.00\$288.79\$0.00\$288.79133-2021-0000128/11/2021 CMO\$845.12\$0.00\$17.54\$0.00\$0.00\$0.00\$0.00\$0.00\$288.79\$0.00	133-2021-000023	3/18/2022	С Ю	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
133-2021-00002012/9/2021 CMO\$843.88\$0.00\$31.48\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$875.36\$0.00\$875.36133-2021-00001911/23/2021 CLT\$33,719.52\$22,466.52\$973.75\$544.50\$0.00\$0.00\$0.00\$57,704.29\$0.00\$57,704.29133-2021-0000189/29/2021 CMO\$531.51\$0.00\$40.06\$0.00\$0.00\$0.00\$0.00\$50.00\$57,704.29133-2021-0000159/20/2021 CMO\$211.89\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$211.89133-2021-0000169/12/2021 CMO\$3,879.96\$0.00\$160.92\$0.00\$0.00\$0.00\$0.00\$4,040.88\$0.00\$4,040.88133-2021-0000139/7/2021 RLT\$76,429.35\$45,512.00\$477.74\$0.00\$2,500.00\$0.00\$0.00\$122,419.09\$3,000.00\$125,419.09133-2021-0000128/24/2021 CMO\$271.25\$0.00\$17.54\$0.00\$0.00\$0.00\$0.00\$0.00\$288.79\$0.00\$288.79133-2021-0000128/11/2021 CMO\$845.12\$0.00\$42.48\$0.00\$0.00\$0.00\$0.00\$0.00\$288.760\$0.00\$288.79133-2021-0000128/11/2021 CMO\$845.12\$0.00\$42.48\$0.00\$0.00\$0.00\$0.00\$0.00\$887.60\$0.00\$887.60	133-2021-000021	1/14/2022	C LT	\$12,345.58	\$8,019.24	\$100.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20 <i>,</i> 465.26	\$0.00	\$20,465.26
133-2021-00001911/23/2021 CLT\$33,719.52\$22,466.52\$973.75\$544.50\$0.00\$0.00\$0.00\$57,704.29\$0.00\$57,704.29133-2021-0000189/29/2021 CMO\$531.51\$0.00\$40.06\$0.00\$0.00\$0.00\$0.00\$0.00\$571.57\$0.00\$571.57133-2021-0000159/20/2021 CMO\$211.89\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$211.89133-2021-0000169/12/2021 CMO\$3,879.96\$0.00\$160.92\$0.00\$0.00\$0.00\$0.00\$0.00\$4,040.88133-2021-0000139/7/2021 RLT\$76,429.35\$45,512.00\$477.74\$0.00\$2,500.00\$0.00\$0.00\$122,419.09\$3,000.00\$125,419.09133-2021-0000128/24/2021 CMO\$271.25\$0.00\$17.54\$0.00\$0.00\$0.00\$0.00\$0.00\$288.79\$0.00\$288.79133-2021-0000108/11/2021 CMO\$845.12\$0.00\$42.48\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$288.79\$0.00\$288.79133-2021-0000128/11/2021 CMO\$845.12\$0.00\$42.48\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$887.60\$0.00\$887.60	133-2021-000022	1/6/2022	C MO	\$1,122.54	\$0.00	\$70.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,193.23	\$0.00	\$1,193.23
133-2021-0000189/29/2021 CMO\$531.51\$0.00\$40.06\$0.00\$0.00\$0.00\$0.00\$571.57\$0.00\$571.57133-2021-0000159/20/2021 CMO\$211.89\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$0.00\$211.89\$0.00\$211.89133-2021-0000169/12/2021 CMO\$3,879.96\$0.00\$160.92\$0.00\$0.00\$0.00\$0.00\$0.00\$4,040.88\$0.00\$4,040.88133-2021-0000139/7/2021 RLT\$76,429.35\$45,512.00\$477.74\$0.00\$2,500.00\$0.00\$0.00\$122,419.09\$3,000.00\$125,419.09133-2021-0000128/24/2021 CMO\$271.25\$0.00\$17.54\$0.00\$0.00\$0.00\$0.00\$0.00\$288.79\$0.00\$288.79133-2021-0000108/11/2021 CMO\$845.12\$0.00\$42.48\$0.00\$0.00\$0.00\$0.00\$0.00\$887.60\$0.00\$887.60	133-2021-000020	12/9/2021	C MO	\$843.88	\$0.00	\$31.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$875.36	\$0.00	\$875.36
133-2021-0000159/20/2021 CMO\$211.89\$0.00\$0.00\$0.00\$0.00\$0.00\$211.89\$0.00\$211.89133-2021-0000169/12/2021 CMO\$3,879.96\$0.00\$160.92\$0.00\$0.00\$0.00\$0.00\$0.00\$4,040.88\$0.00\$4,040.88133-2021-0000139/7/2021 RLT\$76,429.35\$45,512.00\$477.74\$0.00\$2,500.00\$0.00\$500.00\$122,419.09\$3,000.00\$125,419.09133-2021-0000128/24/2021 CMO\$271.25\$0.00\$17.54\$0.00\$0.00\$0.00\$0.00\$0.00\$288.79\$0.00\$288.79133-2021-0000108/11/2021 CMO\$845.12\$0.00\$42.48\$0.00\$0.00\$0.00\$0.00\$0.00\$887.60\$0.00\$887.60	133-2021-000019	11/23/2021	C LT	\$33,719.52	\$22,466.52	\$973.75	\$544.50	\$0.00	\$0.00	\$0.00	\$0.00	\$57,704.29	\$0.00	\$57,704.29
133-2021-000016 9/12/2021 C MO \$3,879.96 \$0.00 \$160.92 \$0.00 \$0.00 \$0.00 \$4,040.88 \$0.00 \$4,040.88 133-2021-000013 9/7/2021 R LT \$76,429.35 \$45,512.00 \$477.74 \$0.00 \$2,500.00 \$0.00 \$0.00 \$122,419.09 \$3,000.00 \$125,419.09 133-2021-000012 8/24/2021 C MO \$271.25 \$0.00 \$17.54 \$0.00 \$0.00 \$0.00 \$0.00 \$288.79 \$0.00 \$288.79 133-2021-000010 8/11/2021 C MO \$845.12 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$887.60 \$80.00 \$887.60	133-2021-000018	9/29/2021	C MO	\$531.51	\$0.00	\$40.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$571.57	\$0.00	\$571.57
133-2021-000013 9/7/2021 R LT \$76,429.35 \$45,512.00 \$477.74 \$0.00 \$2,500.00 \$0.00 \$100 \$122,419.09 \$3,000.00 \$125,419.09 133-2021-000012 8/24/2021 C MO \$271.25 \$0.00 \$17.54 \$0.00 \$0.00 \$0.00 \$288.79 \$0.00 \$288.79 133-2021-000010 8/11/2021 C MO \$845.12 \$0.00 \$42.48 \$0.00 \$0.00 \$0.00 \$887.60 \$0.00 \$887.60	133-2021-000015	9/20/2021	C MO	\$211.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$211.89	\$0.00	\$211.89
133-2021-000012 8/24/2021 C MO \$271.25 \$0.00 \$17.54 \$0.00 \$0.00 \$0.00 \$0.00 \$288.79 \$0.00 \$288.79 133-2021-000010 8/11/2021 C MO \$845.12 \$0.00 \$42.48 \$0.00 \$0.00 \$0.00 \$0.00 \$887.60 \$0.00 \$887.60	133-2021-000016				\$0.00	\$160.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4 <i>,</i> 040.88	\$0.00	
133-2021-000012 8/24/2021 C MO \$271.25 \$0.00 \$17.54 \$0.00 \$0.00 \$0.00 \$0.00 \$288.79 \$0.00 \$288.79 133-2021-000010 8/11/2021 C MO \$845.12 \$0.00 \$42.48 \$0.00 \$0.00 \$0.00 \$0.00 \$887.60 \$0.00 \$887.60	133-2021-000013	9/7/2021	R LT	\$76,429.35	\$45,512.00	\$477.74	\$0.00	\$2,500.00	\$0.00	\$500.00	\$0.00	\$122 <i>,</i> 419.09	\$3,000.00	\$125,419.09
133-2021-000010 8/11/2021 C MO \$845.12 \$0.00 \$42.48 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$887.60 \$0.00 \$887.60	133-2021-000012			\$271.25	\$0.00	\$17.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$288.79	\$0.00	\$288.79
133-2021-000011 8/10/2021 C MO \$1.507.16 \$0.00 \$72.68 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1.579.84 \$0.00 \$1.579.84	133-2021-000010			\$845.12	\$0.00	\$42.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$887.60	\$0.00	
	133-2021-000011	8/10/2021	C MO	\$1,507.16	\$0.00	\$72.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,579.84	\$0.00	\$1,579.84
133-2021-000007 7/15/2021 C MO \$479.58 \$0.00 \$13.96 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$493.54 \$0.00 \$493.54	133-2021-000007			\$479.58	\$0.00	\$13.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$493.54	\$0.00	\$493.54

CLAIM#	D/A:	STATUS	SEVERI TY	MEDICAL PAID	INDEMNITY PAID	EXPENSE PAID	LEGAL PAID	MEDICAL RESERVES	INDEMNITY RESERVES	EXPENSE RESERVES	LEGAL RESERVES	TOTAL PAID	TOTAL RESERVES	TOTAL INCURRED
133-2021-000009	7/1/2021	С	MO	\$291.05	\$0.00	\$9.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.91	\$0.00	\$300.91
133-2021-000005	6/30/2021	С	MO	\$1,613.59	\$0.00	\$34.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,648.55	\$0.00	\$1,648.55
133-2021-000006	6/28/2021	С	MO	\$1,088.36	\$0.00	\$53.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,141.90	\$0.00	\$1,141.90
133-2021-000004	6/22/2021	С	MO	\$5,740.93	\$0.00	\$123.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,864.23	\$0.00	\$5,864.23
133-2021-000003	6/10/2021	С	MO	\$725.94	\$0.00	\$32.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$758.06	\$0.00	\$758.06
133-2021-000008	6/3/2021	С	MO	\$485.38	\$0.00	\$18.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$504.07	\$0.00	\$504.07
133-2021-000002	5/18/2021	С	MO	\$745.83	\$0.00	\$34.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780.26	\$0.00	\$780.26
133-2021-000001	5/6/2021	С	MO	\$3 <i>,</i> 526.74	\$0.00	\$61.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,588.53	\$0.00	\$3 <i>,</i> 588.53
133-2020-000004	4/9/2021	С	MO	\$566.68	\$0.00	\$37.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$603.85	\$0.00	\$603.85
133-2020-000003	3/30/2021	С	MO	\$569.64	\$0.00	\$27.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$596.89	\$0.00	\$596.89
133-2020-000002	3/18/2021	С	MO	\$825.55	\$0.00	\$51.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$876.69	\$0.00	\$876.69
W003388626	3/8/2021	R	LT	\$130,577.42	\$42,831.52	\$3,239.60	\$7,264.50	\$39,422.58	\$71,168.48	\$16,760.40	\$13,235.50	\$183,913.04	\$140,586.96	\$324,500.00
W003378934	2/23/2021	С	MO	\$2,216.44	\$0.00	\$202.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,419.19	\$0.00	\$2,419.19
W003378935	2/18/2021	С	MO	\$759.48	\$0.00	\$102.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$862.23	\$0.00	\$862.23
133-2020-000001	2/17/2021	С	MO	\$343.37	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$348.09	\$0.00	\$348.09
W003345094	1/6/2021	С	MO	\$842.62	\$0.00	\$85.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$928.06	\$0.00	\$928.06
W003345115	1/4/2021	С	LT	\$10,477.50	\$4,516.25	\$254.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,248.27	\$0.00	\$15,248.27
W003229763	9/29/2020	С	MO	\$1,892.49	\$0.00	\$214.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,106.93	\$0.00	\$2,106.93

CLAIM#	DEPARTMENT	CAUSE CODE DESCRIPTION	BODY PART DESCRIPTION	RESULT CODE DESCRIPTION
133-2023-000011	CLERICAL OFFICE EMPLOYEES NOC	Fall, Slip or Trip Injury -Fall, Slip or Trip, NOC	Upper Extremities-Wrist	Specific Injury-Fracture
133-2023-000012	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Animal or Insect	Head-Soft Tissue	Specific Injury-Infection
133-2023-000010	CLERICAL OFFICE EMPLOYEES NOC	Fall, Slip or Trip Injury -Fall, Slip or Trip, NOC	Lower Extremities-Multiple Lower Extremities	Multiple Body Parts-Multiple Physical
133-2023-000009	WATERWORKS OPERATION & DRIVERS	Cut, Puncture, Scrape Injured By -Object Being	Li Upper Extremities-Thumb	Specific Injury-Laceration
133-2023-000008	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Struck or Injured, NOC	Lower Extremities-Lower Leg	Specific Injury-Inflammation
133-2023-000007	WATERWORKS OPERATION & DRIVERS	Fall, Slip or Trip Injury -Fall, Slip or Trip, NOC	Upper Extremities-Hand	Specific Injury-Strain
133-2023-000006	WATERWORKS OPERATION & DRIVERS	Motor Vehicle - Motor Vehicle, NOC	Multiple Body Parts-Multiple Body Parts (Inclue	li Specific Injury-Sprain
133-2023-000005	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Object Being Lifted or Han	d Trunk-Lower Back Area	Specific Injury-Strain
133-2023-000004	WATERWORKS OPERATION & DRIVERS	Fall, Slip or Trip Injury -Fall, Slip or Trip, NOC	Upper Extremities-Finger(s)	Specific Injury-Laceration
133-2023-000001	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Contact With, NOC	Multiple Body Parts-Insufficient Info to Properly	y Specific Injury-Poisoning—General (N
133-2023-000002	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Object Being Lifted or Han	d Upper Extremities-Finger(s)	Specific Injury-Contusion
133-2022-000014	WATERWORKS OPERATION & DRIVERS	Fall, Slip or Trip Injury -Fall, Slip or Trip, NOC	Lower Extremities-Ankle	Specific Injury-Fracture
133-2022-000015	WATERWORKS OPERATION & DRIVERS	Miscellaneous Causes -Other—Miscellaneous,	N Upper Extremities-Elbow	Specific Injury-All Other Specific Injuri
133-2022-000012	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Absorption, Ingestion or In	nh Multiple Body Parts-Multiple Body Parts (Inclue	li Multiple Body Parts-Dermatitis
133-2022-000011	WATERWORKS OPERATION & DRIVERS	Caught In, Under or Between -Object Handled	Upper Extremities-Thumb	Specific Injury-Amputation
133-2022-000008	WATERWORKS OPERATION & DRIVERS	Motor Vehicle - Motor Vehicle, NOC	Trunk-Lower Back Area	Specific Injury-Strain
133-2022-000010	WATERWORKS OPERATION & DRIVERS	Motor Vehicle - Motor Vehicle, NOC	Multiple Body Parts-Multiple Body Parts (Inclue	li Specific Injury-Strain
133-2022-000009	WATERWORKS OPERATION & DRIVERS	Motor Vehicle - Motor Vehicle, NOC	Multiple Body Parts-Multiple Body Parts (Inclue	li Specific Injury-Strain
133-2022-000007	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Other Than Physical Cause	e c Head-Nose	Multiple Body Parts-Respiratory Disor
133-2022-000006	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Foreign Matter (Body) in E	y Upper Extremities-Lower Arm	Specific Injury-Foreign Body
133-2022-000005	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Lifting	Trunk-Lower Back Area	Specific Injury-Strain
133-2022-000003	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Animal or Insect	Upper Extremities-Finger(s)	Specific Injury-Infection
133-2022-000002	WATERWORKS OPERATION & DRIVERS	Miscellaneous Causes -Other—Miscellaneous,	N Trunk-Lower Back Area	Specific Injury-Strain
133-2022-000004	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Contact With, NOC	Upper Extremities-Elbow	Specific Injury-Strain
133-2022-000001	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Pushing or Pulling	Upper Extremities-Shoulder(s)	Specific Injury-Strain
133-2021-000026	WATERWORKS OPERATION & DRIVERS	Caught In, Under or Between -Collapsing Mate	ri، Lower Extremities-Hip	Specific Injury-Strain
133-2021-000027	WATERWORKS OPERATION & DRIVERS	Caught In, Under or Between -Caught In, Unde	r (Upper Extremities-Hand	Specific Injury-Strain
133-2021-000024	WATERWORKS OPERATION & DRIVERS	Motor Vehicle -Collision or Sideswipe With An	ot Trunk-Spinal Cord	Specific Injury-Contusion
133-2021-000023	SEWAGE DISPOSAL PLANT OPERATION &	D Multiple Body Parts-Contact With, NOC	Head-Skull	Specific Injury-Inflammation
133-2021-000021	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Struck or Injured, NOC	Lower Extremities-Lower Leg	Specific Injury-Fracture
133-2021-000022	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Using Tool or Machinery	Trunk-Lower Back Area	Specific Injury-Strain
133-2021-000020	WATERWORKS OPERATION & DRIVERS	Cut, Puncture, Scrape Injured By -Powered Har	nd Upper Extremities-Finger(s)	Specific Injury-Laceration
133-2021-000019	WATERWORKS OPERATION & DRIVERS	Fall, Slip or Trip Injury -Slipped, Did Not Fall	Lower Extremities-Ankle	Specific Injury-Strain
133-2021-000018	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Using Tool or Machinery	Upper Extremities-Shoulder(s)	Specific Injury-Strain
133-2021-000015	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Twisting	Upper Extremities-Upper Arm	Specific Injury-Strain
133-2021-000016	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Using Tool or Machinery	Trunk-Lower Back Area	Specific Injury-Strain
133-2021-000013	WATERWORKS OPERATION & DRIVERS	Motor Vehicle -Collision or Sideswipe With And	ot Neck-Spinal Cord	Specific Injury-Strain
133-2021-000012	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Struck or Injured, NOC	Multiple Body Parts-Multiple Body Parts (Inclue	li Specific Injury-Infection
133-2021-000010	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Striking Against or Steppir	ng Trunk-Multiple Trunk	Specific Injury-Strain
133-2021-000011	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Animal or Insect	Trunk-Upper Back Area	Specific Injury-Inflammation
133-2021-000007	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Absorption, Ingestion or In	nh Head-Eyes(s)	Specific Injury-All Other Specific Injuri
				2

CLAIM#	DEPARTMENT	CAUSE CODE DESCRIPTION	BODY PART DESCRIPTION	RESULT CODE DESCRIPTION
133-2021-000009	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Contact With, NOC	Multiple Body Parts-Multiple Body Parts (Inclue	di Multiple Body Parts-Dermatitis
133-2021-000005	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Lifting	Upper Extremities-Shoulder(s)	Specific Injury-Strain
133-2021-000006	WATERWORKS OPERATION & DRIVERS	Cut, Puncture, Scrape Injured By -Broken Glass	Upper Extremities-Wrist	Specific Injury-Laceration
133-2021-000004	WATERWORKS OPERATION & DRIVERS	Multiple Body Parts-Animal or Insect	Lower Extremities-Upper Leg	Specific Injury-Laceration
133-2021-000003	SEWAGE DISPOSAL PLANT OPERATION &	D Multiple Body Parts-Falling or Flying Object	Lower Extremities-Foot	Specific Injury-Contusion
133-2021-000008	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Lifting	Upper Extremities-Shoulder(s)	Specific Injury-Strain
133-2021-000002	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Twisting	Lower Extremities-Ankle	Specific Injury-Sprain
133-2021-000001	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Lifting	Trunk-Lower Back Area	Specific Injury-Strain
133-2020-000004	WATERWORKS OPERATION & DRIVERS	Caught In, Under or Between -Machine or Mach	Upper Extremities-Wrist	Specific Injury-Contusion
133-2020-000003	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Lifting	Trunk-Multiple Trunk	Specific Injury-Sprain
133-2020-000002	CLERICAL OFFICE EMPLOYEES NOC	Caught In, Under or Between -Caught In, Under	(Upper Extremities-Thumb	Specific Injury-Strain
W003388626	WATERWORKS OPERATION & DRIVERS	Caught In, Under or Between -Machine or Mach	Lower Extremities-Lower Leg	Specific Injury-Strain
W003378934	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Jumping	Lower Extremities-Lower Leg	Specific Injury-Strain
W003378935	WATERWORKS OPERATION & DRIVERS	Cut, Puncture, Scrape Injured By -Object Being L	i Upper Extremities-Hand	Specific Injury-All Other Specific Injur
133-2020-000001	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Strain or Injury by, NOC	Trunk-Multiple Trunk	Specific Injury-Strain
W003345094	WATERWORKS OPERATION & DRIVERS	Caught In, Under or Between -Object Handled	Upper Extremities-Shoulder(s)	Specific Injury-Strain
W003345115	WATERWORKS OPERATION & DRIVERS	Fall, Slip or Trip Injury -Fall, Slip or Trip, NOC	Lower Extremities-Knee	Specific Injury-Strain
W003229763	WATERWORKS OPERATION & DRIVERS	Strain or Injury By -Strain or Injury by, NOC	Lower Extremities-Lower Leg	Specific Injury-Strain
			-	

ATTACHMENT C

CLAIMS HANDLING SPECIFICATIONS QUESTIONNAIRE

Attachment C

CLAIMS HANDLING SPECIFICATIONS QUESTIONNAIRE

Provider Name:	Date:	
Office/ Location:	Completed by:	
Address:	Phone:	
City, State, Zip:	Email:	

Please provide the information requested below in your proposal response.

- 1. Confirm your ability to provide auto-generated e-mail claim acknowledgments and WC-1 to a designated e-mail recipient list. Yes _____ No ____. If automated e-mail system is not used, please specify what other channel or method is used: ______.
- 2. Confirm that you will submit FROI and other required correspondence to the State Board. Yes ____ No ____.
- 3. Describe your ability to customize the claim intake script and/or claim intake data fields per the client's request. Yes _____ No ____.
- 4. Will three-point contact with the employee, employer and medical provider on all lost time claims occur within the first 24 hours? Yes _____ No ____. If not, what is the time frame?______
- 5. Do you provide 2-point contact with the employer and either medical provider or employee on medical only claims within the first 24 hours? Yes _____ No _____ If not, what is the time frame? ______
- 6. Confirm your ability to provide the client with a dedicated, tenured adjuster (10+ years of experience) for lost time claims. Yes _____ No ____.
- 7. What is the ratio for adjusters to supervisors? _____
- 8. When requested, the Third-Party Administrator must work with CCWA to establish a panel of preferred primary physicians, clinics, hospitals, ortho, neuro, etc. based on the client's exposure history. Please confirm. Yes _____ No _____.
- 9. Confirm your agreement to obtain client approval prior to setting initial and subsequent reserve increases of >\$20,000 and to provide the client with a clear and concise e-mail outlining the reserve increase rationale and attach a completed reserve increase worksheet along with any other documentation to support the reserve increase (i.e., defense attorney evaluation). Yes _____ No ____.
- Confirm your ability to provide the client with an e-mail settlement authority request on ALL settlements to include a clear and concise summary of the claim and settlement authorization rationale along with any applicable documents to support the settlement authority being requested (i.e., defense attorney evaluations). Yes _____ No ____.
- 11. Confirm your agreement to allow CCWA to use its vendors of choice for ancillary services including but not limited to, nurse case management, MSAs, surveillance and pharmacy benefit managers. Yes _____ No____.
- 12. Confirm your agreement to obtain client approval prior to issuing any claim denials to include an adjuster e-mail to the client outlining the rationale for the denial, suggested denial language and include any defense attorney consultation to support the denial (if applicable). Yes _____ No ____.
- 13. What is the maximum number of files (MO and LT) per adjuster? MO _____ LT _____.

Attachment C

CLAIMS HANDLING SPECIFICATIONS QUESTIONNAIRE

Provider Name: Date:		Provider Name:		Date:	
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- 14. What are the adjuster and supervisor turnover rates for the team that will be working with CCWA? Adjuster turnover rate:______.
- 15. Confirm your client claims system data is "real time": _____ If not, please provide details regarding the timing and availability of claims information relative to the timing of the data entry._____

16.	Cont	irm managed cared notes are included in the same system as adjuster notes.	Yes	_No
17.	Cont	irm your client claims system access allows for entry, tracking and reporting of:		
	a.	Claims data by client specific coding (location, department, division, etc.)	Yes	_ No
	b.	Policy information and whether that information can be attached to a claim	Yes	_ No
	c.	Exposures	Yes	_ No
	d.	Cause codes	Yes	_ No
	e.	Other available coding including supplemental question customization	Yes	_No

- 18. Will claims notes contain a detailed summary of the recorded statement outlining all pertinent facts? Yes____No ____.
- 19. Are checks issued locally in Georgia? This includes all vendor payments, injured worker payments, and all other required payments. Yes_____ No____.
- 21. Confirm your ability to provide the following Account Executive (AE) / Account Management services:
 - a. Annual claim file reviews. Yes ____ No ____.
 - b. Each claim review will consist of a review of a minimum of all open indemnity claims unless otherwise requested by CCWA. Yes _____ No _____.
 - c. Monthly AE "open items" calls with the client and the broker. Yes _____ No _____.
 - d. Prompt notification to the client regarding any changes in the CCWA claims team, processes, organizational structure, products, or services. Yes _____ No ____.
- 22. Confirm the AE will take the lead in coordinating and leading all claim reviews, taking notes of all action items discussed during the claim review, provide CCWA with an Excel summary of the action items discussed and ensure adjuster follow up with all action items. Yes _____ No ____.
- 23. How often are adjuster files reviewed by the supervisor?

Attachment C

CLAIMS HANDLING SPECIFICATIONS QUESTIONNAIRE

Provider Name:			Date:			
24.	. Confirm that a preliminary action plan will be provided to the Client within 10 days of receipt of lawsuit, letter of rep or notice of hearing. If not, what is the time frame? Yes No					
25.	Are claims reported to the Central Index Bureau? Yes No If yes, will all matches be investigated? Yes No					
26.	Confirm that the costs provided in the Cost Proposal Form are inclusive of reporting claims to the Central Index Bureau. Yes No If not, please include pricing under Part 3 of the Cost Proposal Form - "Other Administrative Fees".					
27.	Will adjuster's notes document the rationale for reserve changes? Yes: No					
28.	Will reserves be re-evaluated and documented in the notes every 30 days? Yes No If not, how often?					
29.	Do you have preferred vendors for managed care? Yes: No If so, please list them.					
30.	Will you agree to Client designating vendors? Yes: No					
31.	Do you audit worker's compensation medical bills to the GA fee schedule? Yes: No					
32.	Would you be able to audit worker's compensation medical bills against an additional discount schedule? Yes No					
33.	Do you charge a percentage of the overall savings? Yes No					
34.	Do you charge per bill and/or per line? Yes No If so, provide the minimum number of lines per bill					
35.	Will you allow for client authorization prior to assigning nurse case management? Yes No					
36.	Do you provide pharmacy management services? Yes No					
37.	Who is your p	referred pharmacy management provider?				
38.	Can we recommend the PBM? Yes No					
39.	What is the average cost savings gained through your company's bill review system?					
ATTACHMENT D

W-9 FORM

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above	
page 3.		A Exampliana (and an annu anu ta
	following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
uc	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate	
rint or type. Instructions	single-member LLC	Exempt payee code (if any)
	□ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►	
<u>ז</u> פ	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check	Exemption from FATCA reporting
int ns	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is	code (if any)
Pri Specific I	another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
Sp	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and	nd address (optional)
See		
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	Taxpayer Identification Number (TIN)	

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	Social security number
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	
TIN, later.	or
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and	Employer identification number
Number To Give the Requester for guidelines on whose number to enter.	

Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of	
Here	U.S. person >	

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date 🕨

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

 In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
 Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single- member LLC
 LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2-The United States or any of its agencies or instrumentalities

3-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4-A foreign government or any of its political subdivisions, agencies, or instrumentalities

5-A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

 $7\!-\!\text{A}$ futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10-A common trust fund operated by a bank under section 584(a)

11-A financial institution

 $12-A \ \mbox{middleman}$ known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov.* You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) 	The trust

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

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

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

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

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft. The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

ATTACHMENT E

VENDOR INFORMATION FORM



VENDOR INFORMATION FORM

Purpose of this Form: The *Vendor Information Form* is used by the Clayton County Water Authority (CCWA) to add Vendors/Suppliers to its financial database system and add business designations when applicable. <u>Important Note:</u> What name will appear on the Invoice? Invoice name shall be reflected on the *Vendor Information Form*

and match the W-9 Form.

PURCHASING DATA			
<u>NIGP CODE(s)</u> :		CCWA REQUESTING DEPARTMENT CONTACT:	
	VENDOR INF	ORMATION	
VENDOR NAME:			
PRINCIPAL CONTACT:		EMAIL ADDRESS:	PHONE NO.
MAILING ADD	RESS	REMIT TO ADDRESS	
Street		Street	
City		City	
State	Zin Codo	State	Zin Codo
State	Zip Code	State	Zip Code
	PAYMENT REMITTAI	NCE INFORMATION	
PAYMENT TERMS:		PAYMENT TYPE:	
□ NET 30			
		ACH PAYMENT (If selected, ACH Authorization Form	
		will be e-mailed to the awarded vendor).	
BUSINESS CLASSIFICATION			
CCWA SLBE WBE		□ Other SBE □ Vetera	an-Owned Business

FOR OFFICE USE ONLY: CCWA Procurement & Contract Specialist shall e-mail the awarded vendor's Vendor Information Form and W-9 Form to

ATTACHMENT F

PROPOSAL SUBMITTAL PACKAGE LABEL



DELIVER TO: CLAYTON COUNTY WATER AUTHORITY 1600 Battle Creek Road Morrow, GA 30260 <u>Attention</u>: PROCUREMENT



Third Party Administration Services for Workers Compensation Claims

PROPOSAL ID No.: 2024-HR-08

Due Date and Time: Tuesday, March 12, 2024 at 10:00 a.m. local time

COMPANY NAME:	
Address:	
City, State, Zip:	
Utility Contractor No.	(If applicable):

ATTACHMENT G

COST PROPOSAL SUBMITTAL PACKAGE LABEL



DELIVER TO: CLAYTON COUNTY WATER AUTHORITY 1600 Battle Creek Road Morrow, GA 30260 <u>Attention</u>: PROCUREMENT



Third Party Administration Services for Workers Compensation Claims

PROPOSAL ID No.: 2024-HR-08

Due Date and Time: Tuesday, March 12, 2024 at 10:00 a.m. local time

COMPANY NAME:

Address:

City, State, Zip:

Utility Contractor No. (If applicable): _____

ADDENDA