



WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Procurement>

## REQUEST FOR PROPOSAL

### HEALTH RELATED SERVICES FOR WILLIAMSON COUNTY EMPLOYMENT BENEFIT ADMINISTRATION PROPOSAL NUMBER: 12RFP00005

PROPOSALS MUST BE RECEIVED ON OR BEFORE: TUESDAY, FEBRUARY 28, 2012–1:30 PM  
PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: TUESDAY, FEBRUARY 28, 2012– 2:00 PM  
PROPOSER MAY SUBMIT A PROPOSAL FOR THE FOLLOWING:

### HEALTH RISK ASSESSMENT / BIO-METRIC SCREENINGS

#### PROPOSAL SUBMISSION

**DEADLINE:** Proposals must be received in the Williamson County Purchasing Department **on or before 1:30 PM on Tuesday, February 28, 2012**. Proposals will be publicly acknowledged at 2:00 pm or soon thereafter in the Williamson County Purchasing Dept., 301 SE Inner Loop-Suite 106, Georgetown, Texas.

**METHODS:** Sealed proposals (CD's in sealed envelopes will be accepted) may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626*.

**FAX/EMAIL:** Facsimile and electronic mail transmittals will not be accepted.

#### PROPOSAL REQUIREMENTS

**SUBMITTAL:** All proposals must be submitted as follows: Three (3) copies (CD's in sealed envelopes will be accepted for all copies) of each proposal AND one (1) original proposal set which MUST be submitted on CD AND paper including all required documentation. A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. All copies must have the same attachments as the original.

**SEALED:** All proposals must be returned in a sealed envelope with the proposers name, address, proposal name, number, opening date, and time clearly marked on the outside. **If an overnight delivery service is used**, the proposers name, address, proposal name,

number, opening date and time must be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County may require proposer to supply a list of at least three (3) references where like services have been supplied by their firm if Proposer has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative

**LEGIBILITY:** Proposals must be legible and of a quality that can be reproduced.

**FORMS:** All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline. All information required by the proposal form must be furnished or the proposal may be deemed non-responsive. Where there is an error in the extension of price, the unit price will govern.

**LATE PROPOSAL:** Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** It is expected that a prospective proposer will be able to affirmatively demonstrate Proposer's responsibility. A prospective proposer should be able to meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required;
- be able to comply with the required or proposed delivery schedule;

- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

## **AWARD**

**ONE HUNDRED TWENTY DAYS:** Awards should be made no later than one hundred twenty (120) days after the proposal opening date. Therefore all proposed rates or fees must be guaranteed for that period. Results may be obtained by contacting the Consultant, identified below.

**REJECTION OR ACCEPTANCE:** No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Proposals for any or all materials and/or services covered in this Proposal request, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of Williamson County.

**CONTRACT:** This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

**CONTRACT ADMINISTRATION:** Under this contract, Lisa R. Zirkle, SPHR/CCP, Associate Director of Human Resources, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful proposer.

**CONTRACT PERIOD(S):** The Initial Contract Period is June 1, 2012 through May 31, 2015.

Possible extensions include:

June 1, 2015 through May 31, 2016  
June 1, 2016 through May 31, 2017

**POLICY EXTENSIONS:** At the end of the Initial Contract

Period, the Commissioners Court reserves the right to extend this policy, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within Williamson County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by Williamson County to be competitive with current market conditions. However, Williamson County may terminate the Contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of this Contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Proposer may elect to terminate this agreement, with no additional liability to the County. The County and the Proposer agree that termination shall be the Vendor's sole remedy under this circumstance.

## **PROPOSAL CONTACTS**

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM, Tuesday, February 21, 2011**. Questions will be answered as soon as possible with an email response. Submitted questions with their answers will be posted to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>. If you do not have access to email or internet please call the Purchasing contact below:

### **PURCHASING CONTACT:**

Kerstin Hancock, Assisting Purchasing Agent  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
[Khancock@wilco.org](mailto:Khancock@wilco.org)

### **CONSULTANT CONTACT (PRIMARY):**

Eric Smith  
Smith & Associates Consulting  
P O Box 92398  
Southlake, TX 76092  
(817) 310-3422  
Fax (817) 310-3439  
[eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com)

### **TECHNICAL CONTACT (SECONDARY):**

Lisa R. Zirkle, SPHR/CCP  
301 SE Inner Loop – Suite 108  
Georgetown, TX 78626  
(512) 943-1533 or  
(512) 943-1534  
Fax: (512) 943-1535

[lzirkle@wilco.org](mailto:lzirkle@wilco.org)

## MISCELLANEOUS

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** For unit priced items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. Proposer must submit a firm price that must be good from the date of proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the Initial Contract Period. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal.

**ESTIMATED QUANTITIES:** The estimated quantity (i.e., number of participants) of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

**FUNDING:** County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of this contract. Proposers understand and agree that the County's payment of amounts under this contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this contract.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized

invoices and/or requests for payment.

**RIGHT TO AUDIT:** Proposer further agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Proposer, which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Proposer agrees that County shall have access during normal working hours to all necessary Proposer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Proposer reasonable advance notice of intended audits.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Donna Baker (512) 943-1558.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Proposers are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from Williamson County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment A of this RFP. This form should be completed, signed, and submitted with your proposal.***

**ETHICS:** The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

**TERMINATION FOR CONVENIENCE:** Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, for convenience and without cause or further liability, upon sixty (60) days written notice to Proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Proposer for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

**PROPRIETARY INFORMATION:** All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer

does not desire proprietary information in the proposal to be disclosed, each page that is deemed proprietary must be identified and marked as such at time of submittal. Simply stating that the entire proposal is proprietary is not allowed. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

## **WORKER'S COMPENSATION**

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid/proposal specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid/proposal to the County, you are acknowledging that this rule is a part of these bid/proposal specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Kerstin Hancock  
Williamson County Purchasing Department  
301 SE Inner Loop - Suite 106  
Georgetown, TX 78626

Failure to comply with this request may result in termination of this contract and any additional agreement containing terms necessary to ensure compliance with the proposal.

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1607, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

### **Workers' Compensation Insurance Coverage:**

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in S406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, County-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage proposers, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to beginning work.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom

it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By submitting a proposal in response to this RFP or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts,

and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## **PROPOSAL REQUIREMENTS**

Proposers must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the proposal at the County's option.

The total proposed amount for each proposal submitted must include any applicable taxes. Although the County is exempt from most City, State and Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized and stated on each proposal. The County cannot determine for the proposer whether or not the proposal is taxable to the County. The proposer through the proposer's attorney or tax consultant must make such determination. Bills submitted for taxes after the proposals are awarded will not be honored.

Request for non-consideration of proposals must be made in writing to the Purchasing Contact and received by the County before the time set for unopened proposals. After other proposals are opened, the proposal for which non-consideration is requested may be returned unopened. The proposal may not be withdrawn after the proposals have been received, and the proposer, in submitting the same, warrants and guarantees that this proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such proposal will not and cannot be withdrawn because of any mistake or mistaken assumption of fact committed by the Proposer.

Proposals will be publicly recognized. Proposals will be tabulated for comparison based on the proposal prices and guaranties shown in the proposal. Proposals will be considered and evaluated based upon the factors identified in Section B, General Carrier/Administrator Requirements, Paragraph 18. Until final award of the Contract, the County reserves the right to reject any or all proposals, to waive technicalities, to request new proposals, or proceed to do the work otherwise in the best interest of the County.

The County reserves the right to reject any or all proposals in whole or in part, to waive any informality in any proposal, to declare inadequate or inappropriate any proposer failing to meet the specifications, and to accept the proposal which, in its discretion, is in the best interest of Williamson County, and all proposals submitted are subject to this reservation. Proposals may be considered irregular and rejected, among other reasons, for any of the following specific reasons:

1. Proposals received after the time limit for receiving proposals as stated in the advertisement;
2. Proposals containing any irregularities, omissions, alterations of form, additions or conditions not called for, or unauthorized alternate proposals of any kind;
3. Unbalanced value of any items; and/or
4. Failure to comply with the enclosed specifications

Proposers may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the proposers;

2. Reasonable grounds for believing that any proposer is interested in more than one proposal for the work contemplated;
3. The proposer being interested in any litigation against the County;
4. The proposer being in arrears on any existing contract or having defaulted on a previous contract;
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.;
6. Uncompleted work which, in the judgment of the County, will prevent or hinder the prompt completion of additional work if awarded; and/or
7. Failure to comply with the enclosed contract language.

The County is conducting enrollment through an on-line enrollment system. The selected carrier must be able to accept electronic eligibility files from an outside vendor.

The successful proposal/proposer may not assign its rights and duties under the award without the written consent of the County. Such consent shall not relieve the assignor of liability in event of default by his assignee.

Proposals will be received only at the following addresses:

Williamson County  
Purchasing Department  
Attn: Kerstin Hancock  
Williamson County Inner Loop Annex  
301 SE Inner Loop, Suite 106  
Georgetown, TX 78626

It is the proposer's responsibility to check with our office prior to submitting your proposal to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested proposer has obtained any outstanding addenda or additional information.

Responses for the Health Risk Assessment/Bio-Metric Screenings may be considered as proposals of professional services.

All proposals must be at the above address by **Tuesday, February 28, 2012, at 1:30 p.m. CDST**. There must be three copies (CD's in sealed envelopes will be accepted) of each proposal AND one (1) original proposal set which MUST be submitted on CD AND paper including all required information. All proposals received after the prescribed deadline, regardless of the mode of delivery, shall be returned unopened.

**All proposers must include a financial statement audited by an independent third party.**

**All proposers must clearly mark cost proposal sections and place them at the front of the proposal.**



If you have any technical questions about the specifications, please put all questions in writing to the attention of Eric Smith and FAX to (817) 310-3439 or e-mail at [eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com).

**All proposers must be completely HIPAA compliant - a statement of HIPAA compliance is required with any proposals submitted to the County.**

**WILLIAMSON COUNTY PROPOSAL FORM**

**HEALTH RELATED SERVICES  
FOR WILLIAMSON COUNTY**

**HEALTH RISK ASSESSMENT / BIO-METRIC SCREENINGS**

**PROPOSAL NUMBER: 12RFP00005**

NAME OF PROPOSER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

Date of PROPOSAL: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**

**ATTACHMENT A****WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT**

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:****Name of Company:****Date:****Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**  
**by:** \_\_\_\_\_**on** \_\_\_\_\_  
**(date)**



## WILLIAMSON COUNTY INTENT TO PROPOSE FORM

**Due on or Before Tuesday, February 28, 2012**

**Coverage or Services  
Being Quoted**

**Proposal Number:** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Representative Name** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_

**Email Address** \_\_\_\_\_

☐ **Health Risk Assessment/Bio-Metric Screenings**

### PROPOSAL AGREEMENT

A prospective proposer must affirmatively demonstrate Proposer's responsibility. A prospective proposer must have adequate financial resources, or the ability to obtain such resources as required, be able to comply with the required or proposed delivery schedule, have a satisfactory record of performance and be otherwise qualified and eligible to receive an award. Williamson County may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

Before submitting a Proposal, each Proposer shall carefully consider the amount and character of the work to be done as well as the difficulties involved in its proper execution. Proposer shall provide with their proposal response, all documentation required by the proposal. Failure to provide this information may result in rejection of the proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

\_\_\_\_\_  
Company Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the proposal to submit the attached proposal. Affiant further states that the proposal has not been a party to any collusion among proposals/proposers in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposing; or with any state official, County employee, Commissioners Court Member, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions or actions between proposals/proposers and any state official, County employee, Commissions Court Member, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

Carrier/Administrator: \_\_\_\_\_

Proposer: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

(Notary Public)

State of

My Commission Expires:\_\_\_\_\_

## STATEMENT OF COMPLIANCE

Please submit as a part of your proposal the following information:

**RE: WILLIAMSON COUNTY**

We hereby acknowledge receipt of Request for Proposal for Health Risk Assessment/Bio-Metric Screenings and certify that our proposal conforms to the RFP except as detailed below:

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Organization

---

Signature

---

Date

---

Title

## **FELONY CONVICTION NOTICE**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a County must give advance notice to the County if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a county may terminate a contract with a person or business entity if the County determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The County must compensate the person or business entity for services performed before the termination of the contract."

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

PROPOSER'S NAME: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): \_\_\_\_\_

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_

- B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: \_\_\_\_\_

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Detail of Conviction(s): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

**Recommended  
Time Table for  
  
WILLIAMSON COUNTY  
PROPOSAL SPECIFICATIONS**

<b>Advertise</b>	<b>January 22, January 29 February 12&amp;February 22, 2012</b>
<b>Mail Specifications</b>	<b>January 17, 2012</b>
<b>Deadline for Proposals</b>	<b>February 28, 2012 1:30 pm CDST</b>
<b>Proposal Analysis</b>	<b>February 29, 2012 Through March 15, 2012</b>
<b>Interview Schedule</b>	<b>March 28-29, 2012</b>
<b>Vendor Approval</b>	<b>April, 2012</b>
<b>Tentative Date for On-Site Testing</b>	<b>June 4-15, 2012</b>
<b>Effective Date</b>	<b>June 1, 2012</b>



## **PROPOSAL SUBMISSION**

Proposer shall submit three (3) copies (CD's in sealed envelopes will be accepted for all copies) of each proposal AND one (1) original proposal set which MUST be submitted on CD AND paper including all required documentation. A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation to the County that includes a description of the services provided in this order. All copies must have the same attachments.

**1. Title Page shall include the following:**

Company name  
Contact name  
Address  
Telephone Number  
Email address  
Date of proposal

**2. Table of Contents**

**3. Executive Summary**

Include an executive summary, briefly stating the proposer's background, ability to meet key components, understanding of the work to be done and the proposer's ability to meet the County's goals and objectives.

**4. Detailed proposal**

Proposal shall include an organized response to each section identified in the proposal. Clarity of items, organization of proposal and options shall be clearly identified and communicated.

**5. Cost of proposed work**

The proposer shall provide a sample layout of all projected 1<sup>st</sup> year and 2<sup>nd</sup> year costs, including clearly identified startup costs. This simplified version may be supported by explanatory text following the summary layout. These will be reported as all inclusive and will be itemized by component. The fees will be fixed for the duration of the contract unless otherwise specified.

**All proposers must include a financial statement audited by an independent third party.**

**All proposers must clearly mark cost proposal sections and place them at the front of the proposal.**

**If you have any technical questions about the specifications, please put all questions in writing to the attention of Eric Smith and FAX to (817) 310-3439 or e-mail at [eric.smith@smith-associates.com](mailto:eric.smith@smith-associates.com).**

## INDEMNITY

THE SUCCESSFUL PROPOSER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS WILLIAMSON COUNTY AND ALL ITS OFFICERS, AGENTS AND EMPLOYEES WHO ARE PARTICIPATING IN THIS CONTRACT FROM ALL SUITS, ACTIONS OR OTHER CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE PROPOSER, OR OF ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM PROPOSAL AWARD. SUCCESSFUL PROPOSER SHALL PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST WILLIAMSON COUNTY AND PARTICIPATING ENTITIES GROWING OUT OF SUCH INJURY OR DAMAGES.

## INSURANCE

The successful proposer shall furnish the Williamson County Sheriff's Office prior to beginning of the contract with certified copies of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract.

Workers Compensation Coverage	As required by law
Employer's Liability	\$1,000,000
Comprehensive General/Liability	\$1,000,000 (Combined Single Limit)
Consultants, architects, engineers, landscape Design specialists, other professional services	\$500,000 Professional Liability with proof that aggregate is still Available
Professional Malpractice Insurance	\$400,000 / \$800,000

With reference to the foregoing insurance requirements, proposer shall specifically endorse applicable insurance policies as follows:

1. A waiver of subrogation in favor of Williamson County shall be contained in the Workers' Compensation coverage.

2. The policies will name Williamson County as additional insured. The successful proposer's coverage will be primary insurance as respects Williamson County. Any insurance or self-insurance maintained by Williamson County shall be in excess of Vendor's coverage.
3. All insurance policies shall be endorsed to require the insurer to immediately notify Williamson County of any material change in the insurance coverage.
4. All insurance policies shall be endorsed to the effect that Williamson County will receive at least 30 days notice prior to cancellation, non-renewal or termination of the insurance.
5. All copies of Certificates of Insurance will reference the project/contract numbers for which the insurance is being applied.

## **TABLE OF CONTENTS**

<b>Section A</b>	<b>Background Information</b>
<b>Section B</b>	<b>General Requirements</b>
<b>Section C</b>	<b>Health Risk Assessment &amp; Bio-Metric Screenings</b>
<b>Section D</b>	<b>Williamson County Proposed Wellness Campaign, Location List, Shift Schedules, &amp; Sample Agreement</b>

**SECTION A**  
**BACKGROUND INFORMATION**

## **SECTION A: BACKGROUND INFORMATION**

The County has a self-funded Medical benefit program that provides benefits to its employees and dependents. The County has three (3) self-funded PPO Type Medical Plans administered by United Healthcare that differ by deductible and co-insurance amounts. This year the County instituted a Diabetic Plan administered by UHC and details of this plan are included in Section D. As of December 2011, there are approximately 1373 employees and retirees enrolled on the three medical plans and 192 employees and retirees enrolled in the Diabetic Health Plans with 114 spouses enrolled. The County is currently utilizing United Healthcare's Choice Plus PPO Network. The County also offers an Employee Assistance Program to all employees and their dependants. Professional Assistance of Central Texas administers this program and it provides six free EAP outpatient visits per episode.

The County's Wellness Program is currently split into two main focuses. First is a financial incentive for members who have their Wellness visits done by their PCP. Secondly, the County is instituting a significant rate differential for tobacco use vs. non-tobacco use.

It is the County's intent to integrate annual on-site bio-metric screenings into their comprehensive wellness program. A copy of the proposed Wellness program is included in Section D. The selected proposer will be required to perform on-site screenings at the County's multiple locations and must be prepared to offer the screening at various times over multiple days to meet the different shift times of various departments. The main departments with varying shift times are the EMS Department and the Sheriff's Department. The County will also be offering these tests to the spouses of covered employees and retirees. It is anticipated that there will be a need for several weekend testing dates to accommodate the spouses. Due to the fact that the County will be offering premium incentives for both employees and spouses, accessibility to testing times and locations will be a large factor in the decision making process. Included in Section D are the corresponding shift-times that you must be prepared to service, the list of County locations and the number of employees at each location.

As a part of your proposal response please supply us with a proposed testing schedule. Please keep in mind when proposing a testing schedule that it is strongly recommended that the testing process be completed by June 15<sup>th</sup> of each year.

Please note that your inability to quote on the services within this proposal offering **would not** preclude you from being selected as a finalist. Should you have standard products which do not, in their entirety, meet the RFP, please feel free to quote based upon your standard package. However, you must specify any and all deviations in your quotation and the RFP on the "Statement of Compliance." It will be assumed that your proposal is in compliance if deviations are not noted in the "Statement of Compliance."

The selected proposer will be required to supply the County with an electronic feed of the test results showing where each member falls in the incentive range. For example, John Doe blue level, Jane Smith green level, etc. The County does not wish to receive the actual results of the test by individual just where they fall in the wellness incentive range. This file must be sent to the County in a mutually agreed upon format by August 1<sup>st</sup> 2012. It is the County's intent for each participating member to receive a paper copy of their individual test results prior to August 1, 2012 and for the County to receive an aggregated report sometime in the fall. It is expected that a formal report will be made to the benefits committee by the selected vendor sometime in the fall.

**All proposers must be completely HIPAA compliant - a statement of HIPAA compliance is required with any proposals submitted to the County.**

**SECTION B**  
**GENERAL REQUIREMENTS**

## **SECTION B: GENERAL REQUIREMENTS**

### **1. Exclusions & Limitations**

It is imperative that any exclusions, limitations or any other deviation be clearly outlined and discussed. A proposer is expected to explain, in detail, any limitations.

### **2. Commission**

**No commissions or service fees shall be paid to any party without full disclosure.**

### **3. Compliance with the Request for Proposal**

All responses are to be prepared according to the Request for Proposal. Any item(s) your company cannot accommodate are to be disclosed in writing on the **Statement of Compliance Form**. After a commitment has been made by the County, the proposer will be held responsible for **all** items contained in the specifications.

### **4. Effective Date**

The effective date of the new contract(s) will be June 1, 2012.

### **5. Quoted Rates**

A minimum rate guarantee of 12 (twelve) months is required. Please confirm this guarantee in your response to the proposal and denote any additional guarantees your company may wish to extend to the County. It is the County's intent to establish a three-year contract, provided renewal rates are acceptable and can be given within your proposal. Multiple year, rate guaranteed, contracts will receive preference. The proposal must clearly state:

- a) The guaranteed period of time. Any adjustments on an annual basis must have an acceptable negotiable cap; and
- b) Must include a clause retaining the County's continuing right to terminate the contract at the end of the County's budget period; and
- c) A clause conditioning the continuation of the contract on the County's best efforts to appropriate funds for the payment of the contract.

### **6. Renewal Rates**

The selected proposer is required to deliver a rate adjustment no later than 90 days before the anniversary date each year. An adjustment request will be effective after approval of Commissioners Court.



**7. Ownership of Records**

All records, member files and miscellaneous data shall be the property of the County. The selected administrator will be asked to transfer records to the County within 30 days of notice of termination.

**8. Master Contract**

*The County's purchasing Procedures stipulate that an approved Contract must be negotiated and executed by the selected proposer prior to being presented to the Commissioners Court for approval.* A sample contract with approved language is included in Section D. All Proposers must supply the County with what they feel is an executable contract based upon the language in the sample contract. Failure to do so may affect a Proposers selection.

**9. Vendor Selection**

The selection of the vendor will be made on or before **May, 2012.**

**10. Right to Audit**

The County reserves the right to audit the invoices and supplies whenever it is deemed appropriate. Such audits may be performed by the County's personnel or by outside auditors selected by the County.

**11. Data Caveat**

The data contained herein has been supplied by the County and Smith & Associates Consulting. It has been gathered and coordinated by the consultant and reviewed as to accuracy on a "best effort" manner. This request for proposal is qualified to the extent the data provided is accurate.

**12. Biography**

Please provide a brief biography or relevant experience on key personnel in management.

**13. Client Information**

The proposer data needed:

- . 3 termed clients within last 5 years
- . 2 new clients within last year
- . 5 existing clients for 3 or more years

**14. Proposer Selection / Consideration**

A review committee will judge the merit of the proposals received in accordance with the

general criteria defined herein. Failure of vendors to provide in their proposals any information requested in their RFP may result in disqualification of the proposal. The sole objective of the review committee will be to select the proposal that is most responsive to the County's need. The County reserves the right to discard any and all RFP responses if, at the County's sole discretion, it is determined that moving forward would not be economically feasible for the County.

The qualified proposal shall be considered based on the following evaluation criteria:

<b>FACTOR</b>	<b>WEIGHT</b>
Detail and thoroughness of RFP responses (see 1 below)	35%
Cost of Proposal (see 2 below)	35%
Experience (see 3 below)	30%

1. Detail and thoroughness of the RFP responses to each section in the proposal – 35%
  - a. Demonstrated ability to match the County's business needs and expectations
  - b. Clear descriptions of the various programs and wellness initiatives.
  - c. Willingness to meet County requirements for reporting.
2. Cost of proposal and services – 35%
  - a. Clearly outline 1<sup>st</sup> year and 2<sup>nd</sup> year costs, including those that are one-time and recurring.
  - b. Willingness to comply with County regulations regarding invoicing and payment terms.
3. Experience – 30%
  - a. Evidence in the public sector, or in absence of public entity, private business.
  - b. Evidence of high employee satisfaction
  - c. Evidence of involvement with County staff to meet expectations

### **REQUIRED WORDING FOR CONTRACTS**

1. Non-Exclusive Agreement. This agreement is non-exclusive, and the plan may make similar agreements with other providers.
2. Indemnification – (Provider)  
 \_\_\_\_\_ SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE PLAN FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY’S FEES AND COSTS OF DEFENSE) INCURRED BY THE PLAN AS A DIRECT AND SOLE RESULT OF THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
3. Indemnification – (Plan or the County ) – None
4. Ownership of records and databases. Except for microfilm, all records relating to the Plan and the Employer that come into the possession of \_\_\_\_\_ shall remain the property of the Employer and shall remain confidential; provided that \_\_\_\_\_ shall have the right to make copies of such records and data and to include data collected during the performance of this Agreement with data collected from other sources to create one or more master databases. All such master databases and any data included therein shall be the property of \_\_\_\_\_ and shall not be used or disclosed by Employer; provided, however, that \_\_\_\_\_ shall not disclose to any third party any Employer-specific or Plan-specific data contained in any such master database.
5. Term. This agreement shall commence on or about June 1, 2012, and will automatically renew each year for three one (1) year periods unless schedule of fees and services is changed without written approval by the County or terminated earlier as provided herein. Either party may terminate this agreement with a 60-day notice.
6. No arbitration.
7. Independent Contractor. \_\_\_\_\_ is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the Plan and \_\_\_\_\_ or any of \_\_\_\_\_’s agents or employees or between \_\_\_\_\_ and any member of its staff. \_\_\_\_\_ assumes exclusively the responsibility for its acts and the acts of its employees as they relate to the services to be provided during the course and scope of their employ. \_\_\_\_\_, its agents and employees shall not be entitled to any rights or privileges of the Plan’s employees and/or Members and shall not be considered in any manner to be the Plan employee(s).
8. Venue and Governing law – Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. Successors and Assigns – This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
10. Assignment – No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
11. Compliance with Laws – Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker’s Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, \_\_\_\_\_ shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
12. Construction – Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
13. Relationship of the Parties – Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to the employees or agents of the other party for any purposes whatsoever.
14. No Waiver of Immunities – Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
15. No Waiver – The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

16. County’s Right to Audit - \_\_\_\_\_ agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment

under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of \_\_\_\_\_ which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. \_\_\_\_\_ agrees that County shall have access during normal working hours to all necessary \_\_\_\_\_ facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give \_\_\_\_\_ reasonable advance notice of intended audits.

17. Non-Appropriation and Fiscal Funding – The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of County for which such County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
18. Payment, Interest and Late Payments - County's payment for goods and services shall be governed by chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of any invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify \_\_\_\_\_ of the discrepancy. Following County's notification of any discrepancy as to an invoice, \_\_\_\_\_ must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
19. Texas Public Information Act – to the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq. as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the state of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the

same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**Any deviations, whole or in part, must be disclosed in the "Statement of Compliance". Any deviations must be enclosed in RFP. If an agreement is not met between the County and proposer, the proposal will be rejected and a subsequent proposal will be chosen.**

**SECTION C**  
**HEALTH RISK ASSESSMENT  
&  
BIO-METRIC SCREENINGS**

## **SECTION C: HEALTH RISK ASSESSMENT & BIO-METRIC SCREENINGS SCOPE OF WORK**

The current required tests for the wellness program are listed below but each Proposer is expected to outline their process and if it includes more tests than those required by the County, please explain in detail.

Required Tests:

- Body Mass Index (BMI)
- HDL
- LDL
- Blood Glucose
- Diastolic
- Systolic
- Cotinine Level
- Waist Measurement

### **Approach and Goals**

Describe the multi-faced approaches of awareness, education and management that will be provided to the membership during the course of their plan year. Identify the expected goals for the wellness program to achieve. Please highlight management of claim information and education regarding medical care consumerism, and healthy lifestyle choice.

Review the County's membership and ensure services may be provided on-site to each member.

Please address the following:

- ❑ Services provided on-site
- ❑ Screenings and/or preventative tests
- ❑ Prevention/Intervention Programs/Web-sites/Teleconferences/Telecommunication
  - ❑ Website availability
  - ❑ Internet question/answer service regarding health care
- ❑ Educational materials
  - ❑ Reminder letters for wellness services to be conducted
  - ❑ Education on targeted health management information
  - ❑ Education regarding community support services
  - ❑ Newsletter availability and frequency
  - ❑ Resource availability of Health Promotion
  - ❑ Reminder Letters for Wellness Services to be Rendered
- ❑ Seminar Prevention Sessions



- ☐ Reporting to the County so integration between wellness participation, claims overview and disease management may occur

### **Return on Investment Calculation**

Please address the following

- ☐ Age/Gender Breakdown
- ☐ Claim Cost Assessment on Wellness
- ☐ Comorbidity identification due to Wellness Services
- ☐ Progression of disease states with implementation to Wellness Services
- ☐ Lifestyle Risk Factor Assessment (Provide information on Lifestyle Risk Factors and assessment protocol)
  - ☐ Physical Activity
  - ☐ Tobacco Use
  - ☐ Nutrition
  - ☐ Alcohol Use
  - ☐ Stress
  - ☐ Others
- ☐ Medical Risk Factor Assessment (Provide information on Medical Risk Factors)
  - ☐ Blood Pressure
  - ☐ TC:HDL<sup>3</sup>
  - ☐ Triglycerides
  - ☐ Blood Glucose
  - ☐ Weight
  - ☐ Others
- ☐ Psychometric Assessments
- ☐ Physiological Assessments

### **Programs and Services/Fees**

- ☐ Basic Program
  - ☐ List Test/Procedures
- ☐ Target Program
  - ☐ Maternity
  - ☐ Smoking Cessation
  - ☐ Weight Management
  - ☐ Stress Management
  - ☐ Cardiac
  - ☐ Cancer
  - ☐ Immunization/Vaccinations
- ☐ Basic Screening
  - ☐ List Screening
- ☐ Brown Bag/Education Meetings
- ☐ Health Risk Appraisals

### **Additional Optional Services**

- ☐ Optional Tests
- ☐ Optional Screening
- ☐ Wellness Center, Staffed by Physician; PA; NP; etc. or
- ☐ Any other services proposer feels the County may be interested in.

<b>Basic Program (Define Components)</b>	<b>Fee Schedule</b>	<b>Contract Term</b>
<b>Basic Services</b>		
<b>Optional Services</b>		
<b>Additional Services</b>		
<b>Additional Charges</b>		

## WELLNESS PROGRAM QUESTIONNAIRE

1. What is the full name of your organization, address, and telephone number for the person responsible for this bid/proposal?
2. Please provide a brief history of your organization.
3. What is the general structure of your organization? Please provide an organizational chart, which indicates major divisions and reporting relationships.
4. Please provide the names of three references that we may call (including number of employees, location, contact, and telephone number) that are similar in size and composition to the County.
5. Are there any plans for major capital investment, sale, or divestment during the next 12 months?
6. What is the name and title of the person who would be responsible for the County's account? Where is that person headquartered? Who would be the back-up to this person? Please provide a description of each person's qualifications and experience.
7. What certifications and licensures does your organization currently hold that permits the activities associated with wellness promotion? In what states are you licensed and certified?
8. What steps is your organization taking to remain in compliance with new regulatory requirements concerning privacy and security?
9. Provide a copy of your written Exposure Control Plan.
10. Please describe the clinical background and experience that is required for your healthcare wellness staff. Is your wellness staff full-time employees or subcontracted personnel?
11. Please describe the level of training that is required for the staff administering and

reviewing test results. What types of continuing education and ongoing training is required for your wellness employees?

12. Will someone on the Healthcare Screening Team be CPR or Advanced CPR Certified?

13. How is the entire wellness process managed from start to finish?

14. What communications support do you provide prior to health screening programs?  
***Please provide samples of educational material that will be available to the County.***

15. How was your Health Risk Assessment developed? Is it proprietary?

16. Describe how the Health Risk Assessment is administered. ***Please provide a copy of your questionnaire for review.***

17. How and when do health care screening participants receive their results?

18. Please describe the type and frequency of the communication tools your firm uses to follow-up with health screening participants.

19. What is the ratio of the number of employees per hour that you can screen?

20. What is the average participation rate for your clients?

21. Is your screening time arranged on a first-come, first-served basis or by appointment? If by appointment, do you have the ability for on-line scheduling?

22. What web-based online services are available to wellness participants?

23. How are travel costs calculated into the overall program for staff who perform your services?

24. What flexibility does your program have to administer in multiple locations?

25. What is your proficiency testing percentage for Lipid Profile Cholesterol?
26. Has your lab ever had any sanctions imposed on it by any certifying or accrediting organization?
27. What is your protocol for follow-up with critical lab values derived from a health screening?
28. Attach sample reports that you will provide the County and the employees as part of your standard reporting package that is included in your fee quote.
29. Please explain your risk stratification protocol and how this information is disseminated to the employer.
30. What predictive modeling tools do you incorporate into your data analysis?
31. Who will conduct the Medical Review of pertinent data? What are the training or degree requirements?
32. How does your organization work with a participant's physician practitioner?
33. How do you communicate patient rights and responsibilities? How are the results for specialty test communicated to the physician and or member?
34. How do you measure program efficiency?
35. Do you have Return on Investment (ROI) information and, if so, what time period does the data cover? Please explain in detail your method of calculating a baseline for the County and reporting the information back to the County.
36. What disease management alternatives does your company offer?
37. How will disease management components be integrated into your wellness program?

38. What is your company's overall philosophy to view wellness and chronic disease management (CDM) as part of the overall health care benefits program continuum? What roles do you see wellness and CDM playing in lowering health care costs in general?

39. Describe the information that your firm would need and the time line needed to complete the scope of work in this RFP.

Phase I

Phase II

Phase III

42. Please define how local community providers will be utilized in the delivery of services?

On-Site  
Education  
Follow-Up  
Referrals

**SECTION D**

**WELLNESS CAMPAIGN  
COUNTY LOCATION LIST  
SHIFT SCHEDULES  
SAMPLE AGREEMENT**

## Williamson County Wellness Campaign

The premise of this plan is that 80 percent of our health costs are spent on 20 percent of our employees/retirees/COBRA participants/spouses who have chronic conditions. We want to reach out to those people and really make a difference in their lives and the lives of their family members.

Also, the Williamson County Wellness Program should be a core business strategy and sustainability program. If our healthy employees/retirees/COBRA participants/spouses are costing taxpayers substantially less than the cost of our unhealthy employees/retirees/COBRA participants/spouses, we then have a business case for the goals/objectives and strategies outlined below for this program.

The adoption of a strategic plan for the Williamson County Wellness Program will serve as a guide to the Benefits Committee and Wellness Subcommittee and as a communications tool for the participants in the Self-funded Health Plan.

We acknowledge that at least 50% of an organization's health care costs are driven by the lifestyle related behaviors of employees and spouses such as:

- smoking,
- poor diet and
- lack of exercise.

Case studies show that Wellness coaching is the most effective influence in changing behavior. We must take the actions necessary to implement a workplace wellness culture if we are going to positively impact these lifestyle related risks. Studies also show that the greatest cost impact occurs in years 3 and 4 following the implementation of a strategic Wellness Program.

To reward those employees/spouses, retirees/spouses and COBRA/spouses who participate, this plan ultimately allows participants to meet certain participation requirements and earn the discounts outlined in the following color codes beginning November 2012:

### Red Level

EE not participating  
No premium discount

### Yellow Level

Non-smoker (or reasonable alternative)  
Annual Earned Discount of \$720 EE / \$1,440 EE and Sp

### Green Level

Meets Yellow Level  
EE and Spouse (if applicable) participates in Annual Biometric testing and HRA (this would replace the annual physical \$100 and the \$25 dental exam)  
Additional annual earned discount of \$120 EE / \$240 EE and Spouse

### Blue Level

Meets Green Level and at least 3 of the 4 measures below (or reasonable alternative):  
LDL less than 130  
Fasting glucose less than 100  
Blood Pressure less than 140/90  
Weight within XXXX guidelines and/or Waist Measurement within Guidelines by Gender  
Additional annual earned discount of \$840 EE / \$1,680 EE and spouse



Grand total annual discounts possible:

\$1,680 EE

\$3,360 EE and spouse

The open enrollment process would reflect the individual participant's certified responses and biometric screening status provided through the HRA with discounts applied based upon this information. The certified responses would also include the reasonable alternative options and would eliminate the current affidavit processes entirely.

Comprehensive Goals / Objectives:

- 1) "Bend the Trend" - We will not accept the industry standard of 8-10% annual increases in healthcare claims costs and will limit the aggregate trend for annual increases to 5% or less
- 2) Annual reduction of the average participating members claims costs vs. average non-participating members
- 3) Provide all health plan participants the resources and opportunity to influence and encourage healthy lifestyle changes to improve and sustain their health and the health of their family members.
- 4) Minimize the need for annual employee/retiree/ and county rate contribution increases.

Five Year Strategy:

FY 2012: Annual Goal - 80% of eligible employees/spouses, retirees/spouses and COBRA/spouses participate in Biometric Screening / HRA and 50% meet healthy metrics

- Discontinue all points related wellness activities beginning November 2011
- Discontinue the continue testing processes described in the 2011 tobacco free affidavits
- RFP for Biometric Screenings / HRA / Reporting vendor in February 2012
  - Capability to access on-line appointment scheduling for biometric screenings beginning May 2012
  - Collection of screening data from employees/spouses; retirees/spouses and COBRA/spouses (aggregate data is "owned" by Williamson County)
  - Load screening data into HRA
  - Add Link to Wilco HR External Website to facilitate access for both employees/spouses
  - Optional Quote for "Wellness Center" offering:
    - Biometric Screening and reporting
    - Wellness Coaching for diet / exercise / stress management / tobacco cessation
    - Fitness Center Equipment and Monitoring for high risk employees/spouses, retirees/spouses and COBRA/spouses
    - Immunizations / Flu Shots
- Cost for Biometric Screenings / HRA / Reporting to be paid from Wellness Program budget

- Implement Web-based Open Enrollment Process that allows for external access by both employee/spouse, retiree/spouse and COBRA/spouse participants and accepts upload by color code status of participants;
- "Know Your Numbers" Campaign beginning in May 2012 - Collect and report data via Biometric Screenings and cross with key employee variables (some of which are obtained via HRA) which are:
  - Wellness Program Participant levels based upon last two years of Wellness data -
    - Light (once and done);
    - moderate;
    - high;
    - non-participant
  - Age/Gender - this can determine the most effective communications strategies
  - County Department - this can identify which departments encourage and support participation
  - Health Risk Stratification -
    - HDL
    - LDL
    - Blood Glucose
    - Diastolic
    - Systolic
    - Cotinine level
    - Waist Measurement
  - Employee/Spouse, Retiree/Spouse, COBRA/Spouse Coaching Status -
    - Currently receiving coaching
    - Not receiving coaching
  - Lifestyle Habits that contribute to chronic disease prevention -
    - Physical Activity / Exercise
    - Eating Habits / Healthy Diet
    - Non-Tobacco Use
    - Stress Management
    - Limited Alcohol Use
- Develop reporting for ROI calculations using Smith and Associates software to:
  - track participating members claims costs vs. non-participating members

- analyze high cost claimant costs / trends
- Analyze annual results - raw data is analyzed and translated into information that can be communicated in the form of a concise, layman's terms report to employees and to the public

FY 2013: Annual Goal - 85% of eligible employees/spouses, retirees/spouses and COBRA/spouses participate in Biometric Screening / HRA and 55% meet healthy metrics

- Begin offering "Get Fit, Get Healthy, Get Movin' (G3)", "America on the Move" and "Healthy Eating Every Day (HEED)" programs to assist with weight loss and healthy diet awareness
- Consider departmental challenges and competitions for Walk Across Texas, ToughCookies.com and possibly average weight loss
- Offer on-line access to free tracking and monitoring websites with healthy lifestyle information, tips and communications
- Add links to "5 minute cubical exercises" to encourage and increase physical activity and exercise in the workplace
- Offer weekly / monthly blood pressure checks, blood glucose screenings and weight/waist measurements
- "Know Your Numbers" Campaign continues in May - Collect and report data via Biometric Screenings and cross with key employee variables
- Determine whether healthy metrics have improved and total health plan claims costs per participant per year have reduced over last year
- Set annual goals for participation and determine activities that will result in continuous improvement year to year and reflect a positive trend.
- Survey employees for comments / suggestions on wellness activities with positive results
- Analyze annual results - raw data is analyzed and translated into information that can be communicated in the form of a concise, layman's terms report to employees and to the public

FY 2014: Annual Goal - 90% of eligible employees/spouses, retirees/spouses and COBRA/spouses participate in Biometric Screening / HRA and 60% meet healthy metrics. This year's activities below are consistent with last years' activities unless re-programming is necessary to meet annual goals.

- "Know Your Numbers" Campaign continues in May - Collect and report data via Biometric Screenings and cross with key employee variables
- Determine whether healthy metrics have improved and total health plan claims costs per participant per year have reduced over last year
- Set annual goals for participation and determine activities that will result in continuous improvement year to year and reflect a positive trend.
- Survey employees for comments / suggestions on wellness activities with positive results
- Analyze annual results - raw data is analyzed and translated into information that can be communicated in the form of a concise, layman's terms report to employees and to the public

FY 2015: Annual Goal - 95% of eligible employees/spouses, retirees/spouses and COBRA/spouses participate in Biometric Screening / HRA and 65% meet healthy metrics. This year's activities below are consistent with last years' activities unless re-programming is necessary to meet annual goals.

- "Know Your Numbers" Campaign continues in May - Collect and report data via Biometric Screenings and cross with key employee variables
- Determine whether healthy metrics have improved and total health plan claims costs per

- participant per year have reduced over last year
- Set annual goals for participation and determine activities that will result in continuous improvement year to year and reflect a positive trend.
- Survey employees for comments / suggestions on wellness activities with positive results
- Analyze annual results - raw data is analyzed and translated into information that can be communicated in the form of a concise, layman's terms report to employees and to the public

FY 2016: Annual Goal - 100% of eligible employees/spouses, retirees/spouses and COBRA/spouses participate in Biometric Screening / HRA and 70% meet healthy metrics. This year's activities below are consistent with last years' activities unless re-programming is necessary to meet annual goals.

- "Know Your Numbers" Campaign continues in May - Collect and report data via Biometric Screenings and cross with key employee variables
- Determine whether healthy metrics have improved and total health plan claims costs per participant per year have reduced over last year
- Set annual goals for participation and determine activities that will result in continuous improvement year to year and reflect a positive trend.
- Survey employees for comments / suggestions on wellness activities with positive results
- Analyze annual results - raw data is analyzed and translated into information that can be communicated in the form of a concise, layman's terms report to employees and to the public

## WILLIAMSON COUNTY LOCATION LIST

We were not able to obtain a specific count by location but have bolded the locations that have the highest employee populations and could be used as central draw locations.

### Georgetown Locations

Historical Museum - 716 South Austin Avenue, Georgetown, TX 78626

**Health Department - 100 West 3rd Street, Georgetown, TX 78626**

**Sheriff Administration - Jail 508 South Rock Street, Georgetown, TX 78626**

Lott Building - 107 South Holly Street, Georgetown, TX 78626

ABC/Game Warden - 517 South Pine Street, Georgetown, TX 78626

Commissioner's Office PR3 - 3010 Williams Drive Ste 19, Georgetown, TX 78626

EMS Training Center 321 West 8th Street, Georgetown, TX 78626

Sheriff's Office/Task Force 323 West 8th Street, Georgetown, TX 78626

OEM/Hazmat EMS Station 801 Captain's Headquarters 305 MLK Street, Georgetown, TX 78626

EMS Administration 303 MLK Street, Georgetown, TX 78626

**Criminal Justice 405 MLK Street, Georgetown, TX 78626**

Health Dist Admin (Historic Jail) 300 South Main Street, Georgetown, TX 78626

Health Dept Education Center 300 North Main Street, Georgetown, TX 78626

Health Dept Environmental 303 South Main Street, Georgetown, TX 78626

**Historic Courthouse 710 South Main Street, Georgetown, TX 78626**

**Tax Assessor/Collector 904 South Main Street, Georgetown, TX 78626**

**Inner Loop Annex 301 SE Inner Loop, Georgetown, TX 78626**

**Juvenile Justice Center 1821 SE Inner Loop, Georgetown, TX 78626**

Williamson County Regional Animal Shelter 1855 SE Inner Loop, Georgetown, TX 78626

Facilities Maintenance Office 3101 SE Inner Loop, Georgetown, TX 78626

**Central Maintenance Facility 3151 SE Inner Loop, Georgetown, TX 78626**

4200 Airport Rd, Georgetown, TX 78626 (Medic 31)

2000 Scenic Dr., Georgetown, TX 78626 (Medic 32)

5 Texas Dr., Georgetown, TX 78635 (Medic 33)

508 Holly Street, Georgetown, Texas 78626 (EMS Supply Warehouse)

### Round Rock Locations

**Round Rock Annex 211 Commerce Blvd, Round Rock, TX 78664**

Sheriff's Substation 1781 East Old Settler's Blvd, Round Rock, TX 78664

**RR Jester Annex 1801 East Old Settler's Blvd, Round Rock, TX 78664**

1781 E. Old Settlers Blvd., Round Rock, TX 78665 (Medic 11)

3800 County Rd. 123. , Round Rock, TX 78664 (Medic 12)

350 Deepwood Drive, Round Rock, TX 78681 (Medic 13)

1991 Rawhide Dr, Round Rock, TX 78681 (Medic 14)

16248 Great Oaks Dr., Round Rock, TX 78681 (Medic 51)

### Cedar Park Location

**Cedar Park Annex 350 Discovery Blvd, Cedar Park, TX 78613**

1311 Highland Dr, Cedar Park, TX 78613 (Medic 21)

150 Church Park Street, Cedar Park, TX 78613 (Medic 24)

### Taylor Locations

Taylor Health Department 115 West 6th Street, Taylor, TX 76574

**Justice of the Peace Prec. 4 211 West 6th Street, Taylor, TX 76574**

**Taylor Annex 412 Vance Street, Taylor, TX 76574**

Sheriff's Substation 2501 Mallard Lane, Taylor TX 76574

2604 Northlawn Dr., Taylor, TX 76574 (Medic 41)

1427 N. Main, Taylor, TX 76574 (Medic 42)

**Hutto Locations**

Hutto Sheriff's Office Community Room 3901 County Road 130, Hutto, TX 78634

**Hutto Annex 350 Exchange Blvd, Hutto, TX 78634**

405 Exchange Blvd., Hutto, TX 78634 (Medic 43)

**Austin Location**

9218 Anderson Mill Rd., Austin, TX 78729 (Medic 22)

**Leander Location**

200 Bagdad Street, Leander, TX 78641 (Medic 23)

**Liberty Hill Location**

301 Loop 332, Liberty Hill, TX 78642 (Medic 25)

## **WILLIAMSON COUNTY SHIFT SCHEDULES**

### **County Administrative Staff**

8:00 am – 5:00 pm

### **911 Command Law Enforcement – 12 hour shifts**

6:00 am – 6:00 pm & 6:00 pm – 6:00 am

### **Corrections – 12 hour shifts**

7:00 am – 7:00 pm & 7:00 pm – 7:00 am

### **EMS – 24 hour shifts**

8:00 am – 8:00 am

### **Juvenile Academy**

Administration & Clerks

8:00 am – 5:00 pm

### **Academy**

8:00 am – 4:00 pm

4:00 pm – 12:00 am

12:00 am – 8:00 am

5:00 am – 1:00 pm

### **Detention**

6:00 am – 2:00 pm

2:00 pm – 10:00 pm

10:00 pm – 6:00 am

### **URS**

Office Staff

7:30 am – 4:30 pm M-F

6:30 am – 5:00 pm M-Th 10 hour shift Mowing, hauling, paving, & subgrade/base crew

7:00 am – 4:00 pm Crews

### **Facilities**

7:00 am – 4:00 pm – Day Shift

1:00 pm – 9:30 pm – Night Shift

### **Animal Services**

7:00 am – 4:00 pm

9:00 am – 3:00 pm

8:00 am – 5:00 pm

9:00 am – 6:00 pm office staff

4-10 hour shifts 7 days a week

### **Constables Deputies 10 hour shifts**

Fleet 7:30 am – 4:00 pm

## AGREEMENT TO PROVIDE HEALTH PROMOTION SERVICES

This is an Agreement entered this 1st day of \_\_\_\_\_, 2012 by and between \_\_\_\_\_ (“Company”) and Williamson County, Texas, a political subdivision of the State of Texas (“Employer”).

### 1. Definitions

- (a) The term “eligible employees” shall mean all employees of the Employer who are enrolled in the employer’s group health plan.
- (b) The term “Program Goals” shall mean, for eligible employees who participate in the programs offered by \_\_\_\_\_, the assessment of their current health risk status, identifying areas of concern, establishment of goals for personal improvement, providing skills and motivation for health improvement and measuring individual progress and establishing benchmarks for improvement in the areas of concern.

### 2. Annual Health Screening

\_\_\_\_\_ shall provide a health screening and health risk appraisal questionnaire to the Employer’s eligible employees during the Employer’s regular business hours on a mutually agreeable time and date. Standard services shall include measurements of:

- \* Height and weight;
- \* Blood pressure and pulse;
- \* BMI calculation;
- \* HDL and LDL Levels;
- \* Blood Glucose;
- \* Cotinine Level; and
- \* Waist Measurement.

\_\_\_\_\_ will provide a personal health risk assessment with immediate results to eligible employees who participate in the screening and provide to the Employer a group aggregate report. The Employer may elect to permit the spouses of eligible employees or non insured employees and their spouses to participate in the screening and, if so, the Employer will so notify \_\_\_\_\_ in advance, identify each person who participates in the screening who is not an eligible employee and pay \_\_\_\_\_ a separate per capita fee of \$\_\_\_\_\_.

### 3. Reporting

\_\_\_\_\_ will supply the County with an electronic file with individuals results of all participants stratified in the levels as defined by the County’s Wellness program.

### 4. Home Based Targeted Intervention Follow-Up Program

Following each annual health screening, the \_\_\_\_\_ staff will determine, confidentially, which employees are eligible for the follow-up program. Eligibility is determined by having screening results that are significantly out of recommended ranges.



Once those employees are identified, each will be confidentially invited to participate in the follow-up program. Those employees who agree to participate will receive a health education binder that contains educational materials, cooking recipes, chart and logbooks and monthly information that specifically pertains to their individual risk(s). \_\_\_\_\_ will also contact the participants via telephone, e-mail or US mail on a quarterly basis predetermined by the participant's desire. \_\_\_\_\_ will also make available a toll free telephone number for participants to call with questions. The Employer may elect to permit the spouses of eligible employees or non insured employees and their spouses to participate in the targeted intervention follow-up program and, if so, the Employer will so notify \_\_\_\_\_ in advance, and pay \_\_\_\_\_ a separate per capita fee of \_\_\_\_\_.

**5. Newsletter**

\_\_\_\_\_ will publish a monthly newsletter dealing with Program Goals and mail to each employee's home equal to the number of the Employer's eligible employees.

**6. Wellness Wall Calendar**

\_\_\_\_\_ will publish a wall calendar dealing with Program Goals and mail to each employee's home in November or December for the subsequent program year equal to the number of the Employer's eligible employees.

**7. Corporate Health Awareness Campaigns**

\_\_\_\_\_ will provide three corporate health awareness campaigns to the Employer focusing on men, women and family health issues. A fourth corporate health awareness campaign will be provided to the Employer with a holiday theme. \_\_\_\_\_ will provide master documents for each campaign to the Employer and will provide promotional posters.

**8. Self Care Book**

\_\_\_\_\_ will provide a *Mayo Clinic Guide to Self Care* book for each employee equal to the number of the Employer's eligible employees.

**9. Wellness Website**

\_\_\_\_\_ will provide a password protected website dealing with Program Goals for the Employer's eligible employees.

**10. Bi-monthly Communication**

\_\_\_\_\_ will publish a bi-monthly communication e-mail and/or payroll stuffer dealing with Program Goals.

**11. Cooperation**

The Employer shall designate an employee to serve as coordinator with \_\_\_\_\_ in connection with its duties under this Agreement. The Employer shall promote and support the programs offered by \_\_\_\_\_ and encourage its eligible employees to participate therein.

**12. Confidentiality**

\_\_\_\_\_ shall preserve the confidential nature of the information contained in the individual employee health screenings and health risk appraisals.

**13. Fee**

- (a) The Employer will pay \_\_\_\_\_ the following fees for its services:
- (i) \$\_\_\_\_\_ per covered employee per month under the Employer's medical plan and, if applicable, one-time fees of \$\_\_\_\_\_ for eligible spouses participating in the on-site health screenings and \$\_\_\_\_\_ for the home based targeted intervention program.
- (b) No later than 60 days after the date of the first year's scheduled on-site screening, the Employer may elect to pay \_\_\_\_\_ for the services described above on a per participant or per covered employee per month basis as follows:
- (i) For the preventative health communication program, a monthly fee of \$\_\_\_\_\_ per employee enrolled in the Employer's group health plan.
  - (ii) For the on-site health screening, an annual fee of \$\_\_\_\_\_ per participant, to be paid in equal monthly installments beginning with the month following the month in which the screening occurs and ending with the last month of the term.
  - (iii) For the home based targeted intervention program, an annual fee of \$\_\_\_\_\_ per participant, to be paid in equal monthly installments beginning with the month following the month in which the participation begins and ending with the last month of the term.
  - (iv) If applicable, all travel fees for the on-site health screenings will be passed through. Travel fees include reasonable hotel, meals, air and ground transportation commensurate with the scheduling requirements of the Employer's demands.

These fees will be retroactive to the first month of the term and offset by any amounts previously paid pursuant to the fee schedule in Paragraph 13(a). Any difference between the amount of the retroactive fees and the amount of the offset shall be prorated over the remainder of the term as an adjustment to the total per employee per month fee.

**14. Term**

This Agreement shall begin on the date first set forth above and continue for a period of three (3) years from that date. Thereafter, the contract will automatically renew for successive one-year terms; provided, however, that either party may terminate this Agreement on any anniversary thereof by providing sixty (60) days prior written notice to the other party.

**15. Audit**

\_\_\_\_\_ further agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of \_\_\_\_\_, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. \_\_\_\_\_ agrees that County shall have access during normal working hours to all necessary \_\_\_\_\_ facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall

give \_\_\_\_\_ reasonable advance notice of intended audits.

#### **16. Indemnity**

\_\_\_\_\_ SHALL INDEMNIFY THE EMPLOYER AND HOLD IT HARMLESS FROM ANY AND ALL LOSS, COST, CLAIM, LIABILITY, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEY FEES, THAT IT MAY INCUR WITH RESPECT TO ANY THIRD PARTY CLAIMS RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF \_\_\_\_\_ IN CONNECTION WITH THE PERFORMANCE OF ITS DUTIES HEREUNDER.

#### **17. Relationship of Parties**

The relationship created by this Agreement is that of independent contractors. Nothing herein shall be construed to create a relationship between the parties of employer and employee, principal and agent, partners or joint venturers.

#### **18. Prohibition Against Discrimination**

Any sub-contractor, or any person acting on behalf of \_\_\_\_\_ or any sub-contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry.

#### **19. Non-Exclusive Agreement.**

This Agreement is non-exclusive, and the plan may make similar agreements with other providers.

#### **20. Ownership of Records and Databases.**

Except for microfilm, all records relating to the Plan and the Employer that come into the possession of \_\_\_\_\_ shall remain the property of the Employer and shall remain confidential; provided that \_\_\_\_\_ shall have the right to make copies of such records and data and to include data collected during the performance of this Agreement with data collected from other sources to create one or more master databases. All such master databases and any data included therein shall be the property of \_\_\_\_\_ and shall not be used or disclosed by Employer; provided, however, that \_\_\_\_\_ shall not disclose to any third party any Employer-specific or Plan-specific data contained in any such master database.

#### **21. Venue and Governing Law**

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

#### **22. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**23. Assignment**

No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

**24. Compliance with Laws**

Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, \_\_\_\_\_ shall furnish the Employer with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**25. Construction**

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

**26. No Waiver of Immunities**

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Employer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Employer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**27. No Waiver**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

**28. Non-Appropriation and Fiscal Funding**

The obligations of the Employer under this Agreement do not constitute a general obligation or indebtedness of Employer for which such Employer is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Employer shall have the right to terminate this Agreement at the end of any Employer fiscal year if the governing body of Employer does not appropriate sufficient funds as determined by Employer's budget for the fiscal year in question. Employer may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

## 29. Payment, Interest and Late Payments

Employer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Employer within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Employer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Employer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Employer shall notify \_\_\_\_\_ of the discrepancy. Following Employer's notification of any discrepancy as to an invoice, \_\_\_\_\_ must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Employer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Employer's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

## 30. Texas Public Information Act

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Employer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Employer as to whether or not the same are available to the public. It is further understood that Employer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Employer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Employer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**31. Entire Agreement**

This is the entire agreement between the parties and supersedes all other agreements, either oral or in writing. No promises, warranties, inducements or representations have been made except as set forth in this Agreement. This Agreement may not be modified except by written agreements signed by authorized officers of the parties.

**IN WITNESS WHEREOF**, the parties have executed the Agreement this \_\_\_\_ day of

\_\_\_\_\_, 2012.

\_\_\_\_\_ **Wellness Company**

**Employer**

By:\_\_\_\_\_

By:\_\_\_\_\_

Print:\_\_\_\_\_